REVISED



City Council Regular Meeting

Thursday, February 20, 2025
6:00 p.m.

Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

CHANDLER arizona
Community of Innovation



Back row
Councilmember Matt Orlando, Councilmember OD Harris, Councilmember Jane Poston, Councilmember Jennifer Hawkins

Front row
Vice Mayor Christine Ellis, Mayor Kevin Hartke, Councilmember Angel Encinas

Our Vision

We are a world class City that provides an exceptional quality of life.

Our Brand

A safe, diverse, equitable and inclusive community that connects people, chooses innovation and inspires excellence.

Innovative Focus

Innovation is the lifeblood of our community. The introduction of new ideas and methods is rooted in Chandler's culture and heritage. This thread of innovation embodies how we connect, plan and serve our city to be a contemporary, financially responsible and safe place to live and work.

Pursuant to Resolution No. 4464 of the City of Chandler and to A.R.S. 38-431.02, notice is hereby given to the members of the Chandler City Council and to the general public that the Chandler City Council will hold a REGULAR MEETING open to the public on Thursday, February 20, 2025, at 6:00 p.m., in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona. One or more members of the Chandler City Council may attend this meeting by telephone.

Persons with disabilities may request a reasonable modification or communication aids and services by contacting the City Clerk’s office at 480-782-2181 (711 via AZRS). Please make requests in advance as it affords the City time to accommodate the request.

Agendas are available in the Office of the City Clerk, 175 S. Arizona Avenue.



Regular Meeting Agenda



Call to Order

Roll Call

Invocation - Pastor Roy Cheriyan, International Assembly of God Chandler

Pledge of Allegiance

Scheduled Public Appearances

1. **Proclamation: Disability Awareness Month**

2. **Recognition: Disability Awareness Awards**

3. **Recognition: 2024 & 2025 CEASE Designations**

Consent Agenda

Items listed on the Consent Agenda may be enacted by one motion and one vote. If a discussion is required by members of the governing body, the item will be removed from the Consent Agenda for discussion and determination will be made if the item will be considered separately.

Proposed Motion: Move to approve the Consent Agenda of the February 20, 2025, Regular Meeting, Items 1 - 13.





City Clerk

1. **Approval of Minutes**

   Move City Council approve the Council meeting minutes of the Work Session of February 3, 2025, the Special Meeting of February 3, 2025, the Study Session of February 3, 2025, and the Regular Meeting of February 6, 2025.



Community Services

2. **Neighborhood Park Naming for Orangetree Park**

   Move City Council authorize the naming of the park site located at 2134 N. Bullmoose Drive as "Orangetree Park".

   Council Focus Area(s):



Development Services

3. **Ordinance No. 5116, Final Adoption of Rezoning, PLH24-0024 Costco Business Center, Located at the Southwest Corner of Alma School Road and Pecos Road**

   Move City Council adopt Ordinance No. 5116 approving PLH24-0024 Costco Business Center, Rezoning from Planned Area Development (PAD) for an office park with ancillary retail and restaurant uses to PAD for a wholesaling, a fuel service station, and commercial uses permitted under the Community Commercial District (C-2), subject to the conditions as recommended by Planning and Zoning Commission.

   Council Focus Area(s):

4. **Resolution No. 5873, Annexation of Maricopa County Right-of-Way Located at the Following Locations: on a Portion of Chandler Heights Road South of the Southwest Corner of Chandler Heights Road and Alma School Road, on a Portion of Appleby Road West of the Consolidated Canal, on a Portion of Chandler Heights Road between Arizona Avenue and East of the Union Pacific Railroad, on a Portion of Chandler Boulevard Between McQueen Road and Lakeview Boulevard, and on a Portion of Frye Road between Gilbert Road and Country Place**

   Move City Council pass and adopt Resolution No. 5873 approving annexation of county right-of-way located at the following locations: on a portion of Chandler Heights South of the Southwest corner of Chandler Heights Road and Alma School Road, on a portion of Appleby Road west of the consolidated canal, on a portion of Chandler Heights Road between Arizona Avenue and east of the Union Pacific Railroad, on a portion of Chandler Boulevard between McQueen Road and Lakeview Boulevard, and on a portion of Frye Road between Gilbert Road and Country Place; contingent upon approval by Maricopa County.

   Council Focus Area(s):

5. **Resolution No. 5871, Authorizing a Wireless License Agreement between the City of Chandler and New Cingular Wireless, LLC, for a Macro Cell Site to be Located on City-Owned Real Property within the Denver Basin Regional Drainage Facility, 625 S. Hartford Street**

Move City Council pass and adopt Resolution No. 5871, authorizing the Mayor to execute the license agreement between the City of Chandler and New Cingular Wireless, LLC, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

Council Focus Area(s):

6. **Resolution No. 5868, Authorizing a Wireless License Agreement between the City of Chandler and New Cingular Wireless, LLC, for the existing SRP Cooper Substation Macro Cell Site, Located on the East Side of Cooper Road South of Queen Creek Road**

Move City Council pass and adopt Resolution No. 5868, authorizing the Mayor to execute the license agreement between the City of Chandler and New Cingular Wireless, LLC, for the existing SRP Cooper Substation macro cell site, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

Council Focus Area(s):



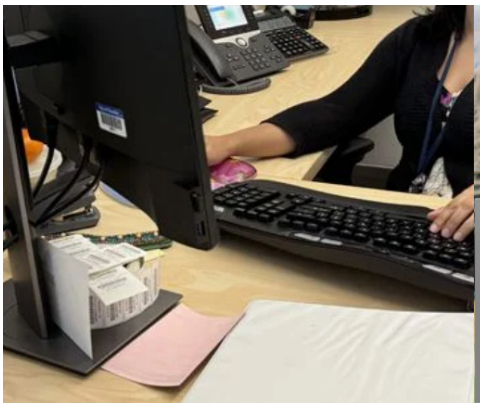



Economic Development

7. **Agreement No. ED2-918-4422, Amendment No. 3, with 2060 Digital, LLC, for Digital Marketing Services**

Move City Council approve Agreement No. ED2-918-4422, Amendment No. 3, with 2060 Digital, LLC, for digital marketing services, in an amount not to exceed $400,000, for the period of one year, beginning March 1, 2025, through February 28, 2026.

Council Focus Area(s):





Management Services

8. **License Series 12, Restaurant Liquor License Application for Andrea Dahlman Lewkowitz, Agent, IPC License Holdings, LLC, DBA Clarendale of Chandler**

   Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 326326, a Series 12, Restaurant Liquor License, for Andrea Dahlman Lewkowitz, Agent, IPC License Holdings, LLC, DBA Clarendale of Chandler, located at 5900 S. Gilbert Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 308875.

   Council Focus Area(s):

9. **License Series 12, Restaurant Liquor License Application for Lauren Kay Merrett, Agent, MVP Sports Bar and Grill, LLC, DBA MVP Sports Bar and Grill**

   Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 328247, a Series 12, Restaurant Liquor License, for Lauren Kay Merrett, Agent, MVP Sports Bar and Grill, LLC, DBA MVP Sports Bar and Grill, located at 980 E. Pecos Road, Suite 5, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 308922.

   Council Focus Area(s):

10. **New License Series 10, Beer and Wine Store Liquor License Application for Perry Charles Huellmantel, Agent, Quiktrip Corporation, DBA, Quiktrip #1523**

    Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 306444, a Series 10, Beer and Wine Store Liquor License, for Perry Charles Huellmantel, Agent, Quiktrip Corporation, DBA, Quiktrip #1523, located at 2000 W. Ray Road, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 308878.

    Council Focus Area(s):

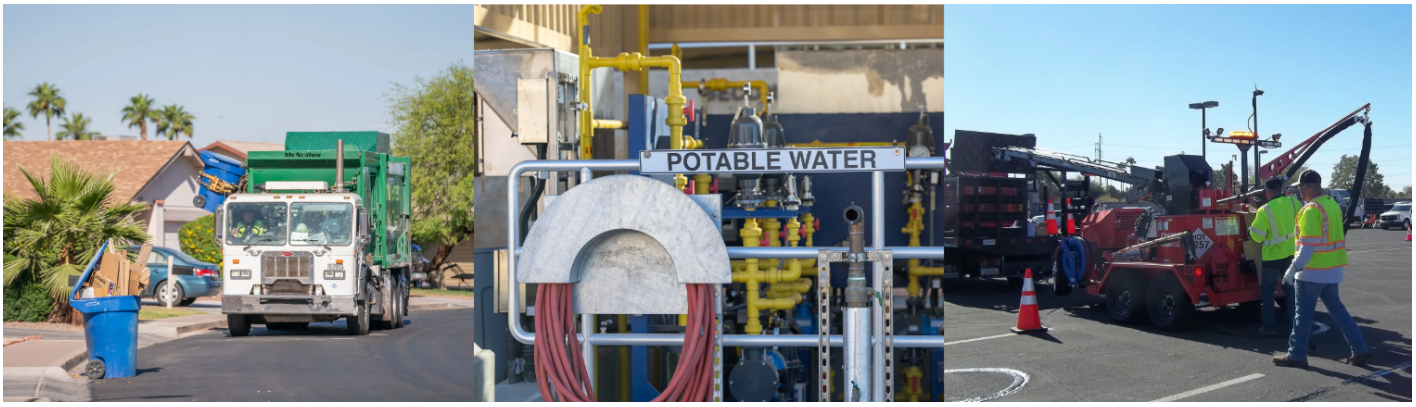


Neighborhood Resources

11. **Purchase of ADA Passenger Vans**

Move City Council approve the purchase of two ADA passenger vans, from San Tan Ford, Inc., utilizing State of Arizona Contract No. CTR059323, in the amount of $130,810.40.

Council Focus Area(s):



Public Works and Utilities

12. **Ordinance No. 5117, Introduction and Tentative Adoption Amending the Code of the City of Chandler, Chapter 52 Water Services, Article VI Sustainable Water Allocation Regulations, to Add High Density Residential, Reclaimed Water, and Redevelopment Regulations**

Move City Council introduce and tentatively adopt Ordinance No. 5117, amending the code of the City of Chandler, Chapter 52 Water Services, Article VI Sustainable Water Allocation Regulations, to add high density residential, reclaimed water, and redevelopment regulations; providing for the repeal of conflicting ordinances; and providing for severability.

Council Focus Area(s):

13. **Resolution No. 5869, Adopting Tier I Water Allocations Under City Code Chapter 52, Article VI, Sustainable Water Allocation Regulations**

Move City Council pass and adopt Resolution No. 5869, Adopting Tier I Water Allocations Under City Code Chapter 52, Article VI, Sustainable Water Allocation Regulations

Council Focus Area(s):

Briefing

14. **Resident Bond Exploratory Steering Committee Executive Summary by Chair Jay Tibshraeny and Deputy City Manager | CFO Dawn Lang**

Informational

15. **Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved**

16. **Contracts and Agreements Administratively Approved, Month of January 2025**

Unscheduled Public Appearances

Current Events

1. Mayor's Announcements
2. Council's Announcements
3. City Manager's Announcements

Adjourn

ITEM 1

CHANDLER arizona
Community of Innovation

City Council Memorandum City Clerk's Office Memo No. N/A

Date:	February 20, 2025
To:	Mayor and Council
From:	Dana DeLong, City Clerk
Subject:	Approval of Minutes

Proposed Motion:

Move City Council approve the Council meeting minutes of the Work Session of February 3, 2025, the Special Meeting of February 3, 2025, the Study Session of February 3, 2025, and the Regular Meeting of February 6, 2025.

Attachments

Minutes of the Work Session held on February 3, 2025
Minutes of the Special Meeting held on February 3, 2025
Minutes of the Study Session held on February 3, 2025
Minutes of the Regular Meeting held on February 6, 2025

Meeting Minutes
City Council Work Session

February 3, 2025 | 4:00 p.m.
Council Chambers Conference Room
88 E. Chicago St., Chandler, AZ

Call to Order

The meeting was called to order by Mayor Kevin Hartke at 4:02 p.m.

Roll Call

Council Attendance

Mayor Kevin Hartke
Vice Mayor Christine Ellis
Councilmember Angel Encinas
Councilmember Jane Poston
Councilmember Matt Orlando
*Councilmember OD Harris
Councilmember Jennifer Hawkins

*Councilmember Harris attended virtually.

Appointee Attendance

Joshua Wright, City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

Staff in Attendance

Tadd Wille, Assistant City Manager
Dawn Lang, Deputy City Manager / Chief Financial Officer
Andy Bass, Deputy City Manager
Simone Kjolsrud, Water Resources Manager
Jeremy Abbott, Public Works & Utilities Assistant Director
Kevin Mayo, Planning Administrator
Ryan Peters, Strategic Initiatives Director
Dawn Gingerich, Assistant City Attorney
Jenny Winkler, Assistant City Attorney
Micah Miranda, Economic Development Director
Matt Burdick, Communications & Public Affairs Director

Discussion

1. Presentation and Discussion of the City of Chandler's Water Resources, Water Allocation Policy, and Drought Management Plan

MAYOR HARTKE called for a staff presentation.

JOSHUA WRIGHT, City Manager, introduced the discussion item.

SIMONE KJOLSRUD, Water Resources Manager, presented the following presentation.

- Chandler Water Resources & Policy Update: Protecting our Water Future
- Agenda
    - Chandler's Diverse Water Supplies
    - Salt & Verde System Update
    - Colorado River System Update
    - Phoenix AMA Groundwater Management
    - Water Policy Update
    - Sustainable Water Allocation Policy
    - Drought Management Plan
    - Next Steps
- Where does our water come from?
    - Surface Water: Snow and rain runs off into rivers, lakes and streams. The water is stored in reservoirs behind dams.
    - Groundwater: Water stored underground in the space between sand and gravel.
- Diverse Water Supplies
    - Drinking Water
        - Colorado River
        - Salt & Verde Rivers
        - New Conservation – Raised Roosevelt Dam
        - Roosevelt Flood Control Space
        - Roosevelt Water Conservation District
        - Groundwater
    - Reclaimed Water
        - Gila River Indian Community Exchange
        - Direct use – over 400 customers
        - Aquifer recharge
- Salt & Verde Rivers
    - Delivered via Salt River Project (SRP) canals
    - 2025 Reservoirs ~ 70% full
    - Chandler's SRP water ~ 57% of annual supplies
- Colorado River
    - Delivered via Central Arizona Project (CAP) Canal

    - 2024-2026 Tier 1 Shortage
    - Chandler's CAP water
    - 37% of annual supplies
- Groundwater
    - 33 active wells
    - 72 MGD capacity
    - Groundwater
    - 6;10% of total annual use
- Water Demand Trends
    - Chandler Water consumption: 57% residential, 43% non-residential
    - Since 1998, population has nearly doubled residential gallons per capita per day (GPCD) declined by 20%
    - Improvements in water efficient appliances and xeriscape landscaping can lower residential GPCD
    - Chandler total consumption is roughly the same as 10 years ago (excluding 2020 & 2021)

VICE MAYOR ELLIS asked about the source of water used in a residential capacity.

MS. KJOLSRUD explained the slide displays total water supplied through the municipal water distributions system to residential customers.

VICE MAYOR ELLIS suggested it would be helpful for residents to know where their water is sourced.

MS. KJOLSRUD clarified that the water is 57% sourced from the Salt and Verde Rivers, 37% from the Colorado River, and between 6-10% groundwater.

MS. KJOLSRUD continued the presentation.

- 1980 Groundwater Management Act (GMA)
    - Created groundwater regulation for "Active Management Areas" or AMAs.
    - Goal is a balance between well pumping and aquifer recharge
    - Recharge & Replenishment
    - The GMA requires water providers (in AMAs) to replenish the water they pump or recharge CAP water (or effluent) prior to pumping and accrue underground storage credits.

VICE MAYOR ELLIS asked if Chandler would participate in the recharge and replenishment plan.

MS. KJOLSRUD said Chandler does participate in this plan. The goal is for the entire Phoenix Active Management Area (AMA) to participate. There are many types of water users involved in the AMA such as agricultural, mining, and municipal users.

MAYOR HARTKE commented that Chandler has a robust recharge program and asked how many other communities have a similar plan.

MS. KJOLSRUD said most Phoenix metro cities use some form of aquifer recharge replenishment, but not all cities have recharge facilities within their boundaries and must utilize regional recharge facilities located outside of their water service area.

MAYOR HARTKE said Chandler conducts this process within city limits, encouraging the replenishment of groundwater for future use.

MS. KJOLSRUD said Chandler has prioritized local recharge processes.

MS. KJOLSRUD continued the presentation.

- Colorado River Post-2026
    - Jan. 2025 – US Bureau of Reclamation published the Post-2026 Alternatives Report, excluding each of the alternatives proposed by the upper basin and lower basin states.
    - The Basin States have recently resumed negotiations. However, the increasing likelihood of litigation over compact compliance is concerning. Absent a consensus solution, Central Arizona Project has junior priority rights and may receive no water.
    - Spring 2026 – Reclamation will publish a preferred alternative and develop any federal legislation needed to grant additional authorities required to implement the preferred alternative.
    - Summer 2026 – June / July deadline for final Environmental Impact Statement (EIS) and August deadline for a Record of Decision. Implementation for calendar year 2027.
- Colorado River Post-2026
    - Hope for the best and plan for the worst…
    - Best Case Scenario – the seven Basin States reach a consensus solution by May/June 2025, the US Bureau of Reclamation accepts the consensus-based alternative as the "preferred alternative" and proceeds with an environmental review. The impact to Chandler will likely result in CAP reductions between 20% to 50% of contract volumes.
    - Worst Case Scenario – the seven Basin States are unable to reach a consensus solution, the US Bureau of Reclamation proceeds with a "preferred alternative" that can be implemented under their existing authorities and implements shortage reductions according to a strict interpretation of the priority system. The impact to Chandler would likely result in CAP reductions between 75% to 100% of contract volumes.
- Colorado River Post-2026
    - Planning for the best (and the worst)

- Best Case Scenario – CAP reductions in the range of 20% to 50% of contract volumes. Chandler would rely on alternative water supplies to make up for the reductions in Colorado River water.
- Worst Case Scenario – CAP reductions in the range of 75% to 100% of contract volumes. Chandler would rely on groundwater supplies to meet customer demand. Groundwater supplies provide a short-term solution to mitigate against the impacts of Colorado River reductions. However, this is not a long-term sustainable solution because groundwater is a finite resource.

MAYOR HARTKE asked if the alternate water resources are finite.

MS. KJOLSRUD said that is correct.

MAYOR HARTKE asked if the contracts Chandler has would continue despite potential shortages.

MS. KJOLSRUD said there is uncertainty surrounding the post-2026 operating guidelines, it is unknown how this may affect tribal settlement water resources.

MAYOR HARTKE asked how other municipalities who rely heavily on Colorado River water are handling potential shortages.

MS. KJOLSRUD answered that other municipalities are looking at options for augmentation supplies and alternative non-groundwater supplies. Some cities are working on advanced water purification projects.

MAYOR HARTKE asked if the reason why Chandler is not working on advanced water purification is because the city has already been assigned for use.

MS. KJOLSRUD said that is correct, the way that wastewater systems were planned in the past means that the wastewater supply is already in use. The portion of wastewater supply that is not contractually obligated for users, is put to direct use through Chandler's customer base.

COUNCILMEMBER ENCINAS asked if the CAP reductions in the range of 75% to 100% were to occur, how long could groundwater be used to supplement.

MS. KJOLSRUD said that it depends on how many other entities draw groundwater at the same time. Chandler is geographically located over a regional aquifer, but it is a finite resource. The aquifer needs to be managed in a sustainable way. Sustained aquifer drawdown may be cause for concern.

COUNCILMEMBER HAWKINS asked how long a preferred alternative set by the US Bureau of Reclamation would be in effect for.

MS. KJOLSRUD said the goal would be to match the prior guidelines – an agreement term for about 20 years. The intention is to select operating guidelines that are adaptable and responsive for the users.

MS. KJOLSRUD continued the presentation.

- Regional Partnerships and Infrastructure
    - Regional projects provide additional operational flexibility
    - Bartlett Dam Modification
        - Funding a feasibility study which evaluates the potential to restore lost capacity due to sedimentation and modify Bartlett Dam height to increase the available storage space
    - SRP/CAP Interconnect Facility
        - Allows for delivery of water stored in the SRP system into the CAP canal for delivery to Chandler's Santan Vista Water Treatment Plant (adjacent to the CAP canal)
    - Roosevelt Dam Flood Control Space
        - Five-year pilot program to optimize the use of Roosevelt flood control space. Opportunities for planned deviations from normal operations, extending from 20 days to 120 days.

MAYOR HARTKE asked if SRP has a prescribed area where they can sell water.

MS. KJOLSRUD said that is correct. The current rules are for the water stored in the original reservoirs only used in the SRP watershed service area that have historic rights. The water store in the reservoirs is pertinent to the land. This would not change the SRP prescribed area, however there are alternate supplies that can be used outside the service areas.

MAYOR HARTKE asked if this is expected to change.

MS. KJOLSRUD said Arizona water law has SRP's rights entrenched to the land itself.

KELLY SCHWAB, City Attorney, agreed.

MS. KJOLSRUD continued the presentation.

- Bartlett Dam Modification
    - Restore lost capacity due to sedimentation and add height to increase available storage space
    - The feasibility study is scheduled to be completed in 2026. The project team will seek congressional approval in 2026/2027 if the project meets the criteria for financial, environmental, technical and economic feasibility.
    - Chandler will benefit from the construction of a new dam in two ways:

        - Restoration of capacity lost due to sedimentation (SRP rights)
        - Up to 14,000 acre feet of storage capacity in the new storage space
- SRP/CAP Interconnect Facility
    - Provides operational flexibility to deliver supplies to stored in the Salt River Project system into the Central Arizona Project Canal system
    - The project design and environmental compliance are scheduled to be completed in 2027, with construction to begin in 2028.
    - Chandler benefits from construction of the SRP/CAP Interconnect Facility with additional operational flexibility during a severe CAP shortage. The facility allows for delivery of water stored in the SRP system into the CAP canal for delivery to Chandler's Santan Vista Water Treatment Plant (adjacent to the CAP canal).
- Roosevelt Dam Flood Control Space
    - Temporary Deviation from the Flood Control Manual extends to 120 Days
    - The US Army Corps of Engineers has approved a request for a temporary deviation period, expiring in Sept. 2028. The goal of this project will be to request a permanent change to the Flood Control Manual after the initial pilot phase.
    - Chandler will benefit from this project by gaining access to a new water supply that can be stored in the SRP system and used to meet customer demand in portions of our service area that currently receive Colorado River water.
- Water Conservation Successes
    - Since increasing our grass removal rebates in October 2023, all programs have seen a significant increase in participation.
    - Single Family Grass Removal – total participation has increased 234% since increasing the incentive to $2 per square foot (sq. ft.) of grass removed and lowering the minimum from 1,000 to 500 sq. ft.
    - Commercial/HOA Grass Removal – total participation has increased 260% since increasing the incentive to $75,000 per project. Nearly 300,000 sq. ft. of grass removed since October 2023, with roughly $600,000 paid out since Oct. 2023 ($18,000 in same period prior to change)
    - Smart Controller Rebate – residential smart controller rebates nearly doubled to 216 rebates ($14,500 since Oct. 23, compared to $7,700 in the prior period)
    - Water Efficient Technology Rebate – Actively working with roughly a dozen customers on projects not yet complete. Four rebates complete since Oct. 2023, totaling $13,500.

MAYOR HARTKE asked if there is any update on the Governor renewing this program in the state budget.

MS. KJOLSRUD said there is expected to be a general fund appropriation to this program.

MS. KJOLSRUD continued the presentation.

- 2024 Water Infrastructure Investments

- Upgrades to Chandler's water treatment capabilities and replacement of wastewater and reclaimed metering infrastructure
- Reclaimed Water Interconnect Facility (RWIF) – First deliveries, in Oct. 2024, to a new membrane treatment facility constructed to increase Chandler's aquifer recharge deliveries, as well as provide additional water for industrial cooling at Intel's expanded facilities.
- Two new aquifer injection wells at Tumbleweed Park for Aquifer Storage & Recovery (ASR) and improvements to the reclaimed water conveyance infrastructure between the RWIF and Tumbleweed.
- Pecos Water Treatment Plant upgrades to improve water quality – new Granular Activated Carbon (GAC) filters
- Wastewater and reclaimed water metering infrastructure upgrades

RYAN PETERS, Strategic Initiatives Director, continued the presentation.

- 2024 Legislative Session
  - Focus on Assured Water Supply Program and solutions to address unmet demand for groundwater in the Phoenix AMA
  - 2024 Session Summary – 95 total water related bills, 8 were signed by the Governor, 15 vetoed
  - Bills Signed – Douglas Ama, ADWR licensing timeframes, ADEQ, WIFA Conservation Grant
  - Bills Vetoed – wildcat subdivisions, assured water supply, brackish groundwater, physical availability credits (Ag-to-urban), well measuring, stormwater recharge, groundwater model
  - Alternative Pathway to Assured Water Supply Designation – Provides a new option for undesignated water providers to become designated and resume subdivision development. Those expected to utilize this path include Queen Creek, Buckeye, Arizona Water Co. and Epcor.
- Water Policy
  - Work with lawmakers, stakeholders and other leaders to support policies that:
  - Long-term planning – promote the ability of municipal water providers to ensure the long-term viability of their communities
  - Sustainable aquifer management – protect our stressed aquifers and support the sustainability of finite groundwater supplies
  - Conservation – encourage water conservation and efficiency programs
  - Continued investment – make wise investments in water supplies, water infrastructure, and water conservation
  - Colorado River – support the long-term sustainability of the Colorado River system and protect Arizona's rights
  - 100-Year Assured Water Supply – support the 100-year Assured Water Supply Program, the Phoenix AMA groundwater model and the management plan goal of safe yield.

- Water Policy
    - Water security is vital to ensure our community and economy continue to thrive
    - Long-range planning and investments in municipal water systems have had a direct impact on water security in Arizona
    - The state is facing intersecting challenges that are putting pressure on our water security
    - Investments in new water supplies are key to ensuring preservation of the aquifer, sustainability of finite groundwater supplies and long-term water security

COUNCILMEMBER ORLANDO commented that Council should receive more detail on policies to support or oppose as the legislative session begins.

MR. PETERS agreed and invited Council to participate in advocacy activities.

MS. KJOLSRUD continued the presentation.

- Preparing for Shortages
    - With increasing pressure on our local aquifer and uncertainty of future Colorado River availability, it is a good time to review the steps we are taking to prepare:
    - Water Allocation Policy – update the policy to include redevelopment, high density residential and reclaimed water
    - Colorado River Shortage – continue to invest in aquifer recharge and advocate for state policies to protect groundwater supplies and water stored underground
    - Water Conservation – Encourage xeriscape landscaping by offering grass removal incentives and water budget evaluations
    - Drought Management Plan – update drought plan triggers to match more current water supply expectations and further evaluate demand management strategies
- 2015 Water Allocation Policy
    - Tier I Base Allocation – Sufficient Water for most projects
    - Tier II Quality of Life Allocation – new user needs more water, allocated by City's Water Resource Mgmt. Strategy
    - Tier III Market Based Allocation – new user purchases a new 100-year water supply
- Allocation Policy – Proposed Amendments
    - As Chandler approaches build-out, changes in water availability and land use may require amendments to the sustainable water allocation policy:
    - Redevelopment – add redevelopment to the definition for "multiple of large meter users" (MLM users). The new proposed use can not exceed the Tier I water allocation.
    - Tier II water – update the definition of "Tier II water" to be allocated to an MLM user based on the water and wastewater Master Plan
    - HDR & Mixed Use – add applicability for high density residential (HDR) and mixed-use developments that exceed 12 dwelling units per acre and include a 70% return flow credit

- Reclaimed / Landscape Water – add applicability for *all* types of water use, including reclaimed and landscape meters

COUNCILMEMBER ENCINAS asked how this would affect current and proposed residential and commercial developments slated for Chandler.

MICAH MIRANDA, Economic Development Director, said the allocation policy which was introduced in 2015 was controversial at the time, there was pushback from the business community. However, business attraction projects gave companies investing in Chandler confidence that Chandler was investing in long-term resources. State and local policies let Chandler look into the future and protect investments in that way.

COUNCILMEMBER ORLANDO asked if developers using water conserving fixtures and features would receive credit or incentives.

MS. KJOLSRUD said the credit included in the proposed amendments was the return-flow credit specifically for high-density residential developments. However, an addition to these amendments could require water conservation plans to be submitted by developers.

COUNCILMEMBER ORLANDO said developers with a higher density development would want to stay under Tier 1 usage of water through water efficiency practices.

MS. KJOLSRUD said there is a natural incentive to try to keep water use as efficient as possible.

MAYOR HARTKE asked if there is any potential crossover for water conservation and housing and development efficiency in the state legislature.

MR. PETERS said some criticisms are about materials which adds to cost of property. This could be an indirect way of addressing cost of property. This could demonstrate to other states as well in Colorado River water negotiations that is the state is acting on water conservation. There have been criticisms that the designs municipalities require add additional costs, but the marketplace also demands it.

MS. KJOLSRUD continued the presentation.

- Allocation Policy Procedures
  - Implementation of Chandler's Sustainable Water Allocation Policy requires early coordination between multiple city departments - Public Works & Utilities, Economic Development, and Development Services (Planning, Civil Engineering, and Building Safety).
  - Policy amendments will involve updates to the timing of when a proposed project is asked to submit a sustainable water use application.
- Allocation Policy Amendment Goals

    - The 2015 policy was designed to address non-residential development of vacant land. As redevelopment becomes more prevalent, amendments are needed to ensure Chandler's finite water resources are allocated as planned.
    - Redevelopment – if the new proposed use will exceed the Tier I allocation, the city will review the proposed use to ensure consistency with water demand planning. High volume water users may be required to purchase Tier III water.
    - Tier II water – anticipated Colorado River shortages have reduced the volume of available "Tier II water". Future allocations of Tier II water should be consistent with planning assumptions for each parcel.
    - HDR & Mixed Use – adding high volume residential uses ensures water and sewer needs are considered early in the development entitlement discussions and includes water efficiency and conservation.
    - Reclaimed / Landscape Water – the current policy excludes reclaimed water and water served through landscape meters. These are valuable and limited water supplies which require careful management.
- Drought Management Plan – Proposed Updates
    - Update drought plan triggers to match current water supply expectations, remove reclaimed exemption and update outdated language
    - Stage Triggers – Update to reflect new shortage projections for post-2026 Colorado River reductions and modify triggers to evaluate supplies based on all surface water supplies
    - Reclaimed Water – remove reclaimed exemption and add language to clarify the availability of reclaimed water during a shortage. Reclaimed water uses may also be asked to conserve during shortages.
    - Update Language – Update references to more current resources available online. Existing text refers to outdated unavailable resources.
    - Expiration of Drought Stage – one year after issuance or January 1st of a normal water supply year. Current plan does not address procedures to determine when a drought stage expires.
- Drought Plan Triggers- Proposed Updates
    - Current triggers for Stage 2 and Stage 3 are no longer appropriate
- Next Steps
    - Water Allocation Policy – amendments to city code will be proposed on the February 20th city council agenda
    - Drought Management Plan – proposed updates to Chandler's Drought Management Plan
    - Water Conservation – evaluate effectiveness of existing programs and submit recommendations for additional actions (summer 2025)
    - Regional Infrastructure – participate in feasibility of Bartlett Dam Modification, construction of the SRP/CAP Interconnect Facility, and maximize investments in the temporary deviation for Roosevelt Dam Flood Control Space

MAYOR HARTKE thanked staff for the presentation and commented that Chandler has been forward-thinking on water and these ideas and procedures provide certainty and clarity for the future.

- Thank you! Questions?

COUNCILMEMBER ENCINAS asked if there are any municipalities with the same drought plan triggers.

MS. KJOLSRUD said there is some alignment between Phoenix-area cities. These new triggers outlined are in line with Mesa's water plan. The Phoenix-area cities mostly have similar sources of water, it is the percentage makeup of each of the water resources that is different. Some cities have more general language in the drought plan triggers.

COUNCILMEMBER ORLANDO commented that the drought trigger numbers are subjective.

MS. KJOLSRUD said that is correct. The recommendation of combining the supplies in the calculation of surface water is to look at how does this impact Chandler's ability to meet customers' demands.

COUNCILMEMBER ORLANDO said having an objective number makes it easier to understand for us and the residents. He asked about voluntary water reductions for businesses and residents in Tier I and Tier II.

MS. KJOLSRUD said part of the request in a Tier I and Tier II shortage is the voluntary water reductions including skipping overseeding for common areas in HOAs. Tier III would request other voluntary reductions through public messaging campaigns requesting specific actions.

MR. PETERS added that part of this is part of public messaging campaigns, the impact of moving between stages affects users differently.

MS. KJOLSRUD said along with the proposed amendments, staff will bring forward potential options for voluntary water reductions and public messaging.

Public Comment

None.

Adjourn

The meeting was adjourned at 5:41 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: February 20, 2025

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the City Council of Chandler, Arizona, held on the 3rd day of February 2025. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of February, 2025.

_____

City Clerk

Meeting Minutes
City Council Special Meeting

February 3, 2025, | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 6:02 p.m.

Roll Call
Council Attendance
Mayor Kevin Hartke
Vice Mayor Christine Ellis
Councilmember Angel Encinas
Councilmember Jane Poston
Councilmember Matt Orlando
*Councilmember OD Harris
Councilmember Jennifer Hawkins

Appointee Attendance
Joshua Wright, City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

*Councilmember OD Harris attended virtually.

Consent Agenda
1. Introduction and Tentative Adoption of Ordinance No. 5118, establishing a General Plan Resident Advisory Committee
   Move City Council introduce and tentatively adopt Ordinance No. 5118, establishing a Resident Advisory Committee to guide staff and consultants in the Chandler General Plan Update.

Consent Agenda Motion and Vote
Councilmember Orlando moved to approve the Consent Agenda of the February 3, 2025, Special Meeting, Item 1; Seconded by Councilmember Poston.

Motion carried unanimously (7-0).

Adjourn

The meeting was adjourned at 6:04 pm.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: February 20, 2025

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 3rd day of February 2025. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of February 2025.

_____

City Clerk

Meeting Minutes
City Council Study Session

February 3, 2025 | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 6:04 p.m.

Roll Call
Council Attendance
Mayor Kevin Hartke
Vice Mayor Christine Ellis
Councilmember Angel Encinas
Councilmember Jane Poston
Councilmember Matt Orlando
Councilmember OD Harris
Councilmember Jennifer Hawkins

Appointee Attendance
Joshua Wright, City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

*Councilmember OD Harris attended virtually.

Scheduled Public Appearances
MAYOR HARTKE invited Councilmember Orlando to join him for the recognitions.

1. Service Recognitions
Tara Anglin – 25 Years, Community Services

2. Proclamation: Anti-Human Trafficking Month
MAYOR HARTKE read the proclamation and invited Scott September, former Gilbert Councilmember; Pastor Mike Gowans, Bethel Church; Pastor Jason Turner, Christian Faith Fellowship Church; Neece Jackson, Director of Not In Our City; and the Council to accept.

SCOTT SEPTEMBER, former Gilbert Councilmember, thanked Mayor and Council for this proclamation. Trafficking thrives in silence and the community stands united to illuminate this darkness in our communities.

NEECE JACKSON, Director, thanked Mayor and Council for supporting Not In Our City in the battle against human trafficking. On February 23 the 7th Annual Night of Hope event will be held at Grace Community Church in Tempe, visit notinourcity.org for more information.

3. Proclamation: Teen Dating Violence Awareness Month

COUNCILMEMBER ORLANDO invited the Domestic Violence Commission to accept and read the proclamation.

LATISHA CODKIND, Domestic Violence Commission Chair, thanked the Chandler Police Department Victim Services Division, City Council, Mayor Kevin Hartke, and Vice Mayor Christine Ellis for their unwavering support this past year. This support enabled the Healthy Relationships Initiative, a cornerstone for the Domestic Violence Commission.

4. Brian Fox – Comments Regarding the City Attorney, City Manager, and Mayor and Council to Deny his Codified Rights and Duties

MR. FOX shared that all have received irrefutable evidence of efforts to suppress his rights, and shared the following information. On November 13, 2024, during a Neighborhood Advisory Committee meeting, I, Commissioner Brian Fox, submitted my intention to discuss evidence of public bullying, documented lies, and the legal issues surrounding Councilmember OD Harris to determine if an investigation was warranted. This matter was set for discussion in the next meeting. However, City Attorney Kelly Schwab emailed me the following day, withdrawing the item from the discussion, claiming it was outside her purview. We can conclude two things: Attorney Schwab is unaware of Chandler's laws and my rights, or she is intentionally denying them, violating my First Amendment rights and municipal codes and Resolution 5166. On November 23, I responded, disputing this decision and citing numerous documented instances of Harris's questionable behavior and legal troubles, asserting my rights as a commissioner to request investigations. The city attorney's office replied that their decision was final without providing legal justification. The city's attorney undermines my rights to voice concerns against Councilmember Harris. I approached the city manager, met with indifference. This is illegal and deliberate, and I must know who directed this and why. Notably, the Mayor and Council were aware, being copied on all relevant emails, thus complicit in this suppression. After presenting evidence to the city prosecutor's office, I was allowed three minutes to speak tonight. I now demand an impartial investigation into this behavior, with findings openly debated in a public inquiry to ensure government transparency. It must be noted that this city management and council are already facing a lawsuit from a veteran for similar misconduct.

Consent Agenda and Discussion

Discussion was held on items 4 and 13.

City Clerk

1. Approval of Minutes
   Move City Council approve the Council meeting minutes of the Work Session of January 23, 2025, and the Regular Meeting of January 23, 2025.

2. Boards and Commissions Member Appointments
   Move City Council approve the Board and Commission appointments as recommended.

Cultural Development

3. Job Order Project Agreement No. GG2402.401 with SDB, Inc., Pursuant to Job Order Master Agreement No. JOC2402.401, for the Overstreet Parking Structure Fence
   Move City Council award Job Order Project Agreement No. GG2402.401 to SDB, Inc., Pursuant to Job Order Master Agreement No. JOC2402.401, for the Overstreet Parking Structure Fence, in an amount not to exceed $166,555.29.

Development Services

4. Ordinance No. 5116, Introduction and Tentative Adoption of Rezoning and Preliminary Development Plan, PLH24-0024 Costco Business Center, Located at the Southwest Corner of Alma School Road and Pecos Road
   Rezoning
   Move City Council introduce and tentatively adopt Ordinance No. 5116 approving PLH24-0024 Costco Business Center, Rezoning from Planned Area Development (PAD) for an office park with ancillary retail and restaurant uses to PAD for wholesaling, a fuel service station, and commercial uses permitted under the Community Commercial District (C-2), subject to the conditions as recommended by Planning and Zoning Commission.

   Preliminary Development Plan
   Move City Council approve Preliminary Development Plan PLH24-0024 Costco Business Center for site layout and conceptual building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

DARSY SMITH, Planner, Presented the following presentation.

- PLH24-0024 Costco Business Center Rezoning & Preliminary Development Plan
- Intro
  - Location:
  - Southwest corner of Alma School and Pecos Road
  - Request:
    - Rezoning to PAD for wholesaling a fuel service station, and commercial uses permitted under the Community Commercial District (C-2)

        - Preliminary Development Plan (PDP) approval for site layout and building architecture.
- Background
    - Approximately 18.65 acres
    - In 2016, the vacant subject site was zoned Planned Area Development (PAD) for an office park with ancillary retail and restaurant uses including a mid-rise overlay for building height up to 75 feet.
- Background
    - 3 office buildings, a parking structure, and two retail pads, with a potential buildout of 400,000 sq ft.
    - In 2019, a time extension was approved
- Proposal
    - Building Square Footage: 141,366 Sq Ft
    - Parking:
        - Parking: Parking Required: 536 Spaces
        - Parking Provided: 603 Spaces
    - Number of Fuel Pumps
        - 15 fuel pumps
- Costco Business Center
    - Business Centers cater directly to small businesses
    - Business Centers stock more food and supplies in bulk. Some of the local businesses in the community that it may serve are professional offices/services, restaurants, hotels/motels, convenience stores, vending machine operators etc.)
    - Peak Hours at a Business Center are typically mid-morning and early afternoon.
    - A Business Center will typically see roughly half of the number of customers compared to its Warehouse counterpart.
- Renderings
    - Entry Perspective
    - East Perspective
    - Northwest Perspective
- Concept Fuel Elevations
- Neighborhood Outreach
    - A neighborhood meeting was held on December 4th, 2024. There were 11 people in attendance, with concerns regarding potential traffic.
    - Notice was posted on social media via next door
    - Staff is unaware of any opposition
- Planning and Zoning Commission Recommendation
    - General Plan conformance
    - Compatible land use
    - Planning and zoning commission recommends approval

COUNCILMEMBER POSTON asked about measures taken to alleviate traffic congestion and its impact on the neighborhood.

DANA ALVIDREZ, City Transportation Engineer, stated that the team had examined the site from a traffic perspective and reviewed the relevant documents regarding a traffic study. Previously it was noted that there are fewer trips than those associated with the previously approved PAD. The surrounding areas, including the enhancements this development will bring by constructing the third lane on Alma School, would accommodate the traffic in this area. The Planning staff worked with the developer to position the fuel station pumps to ensure smooth traffic flow within the site, alleviating concerns about backup onto adjacent arterial streets. This was a priority for the staff in collaboration with the developer to minimize potential disruptions.

COUNCILMEMBER POSTON said one concern was the location of the loading docks; they now face traffic on the road's east side.

MS. ALVIDREZ said the docks are now positioned at the southeast corner of the building.

COUNCILMEMBER POSTON asked about the availability of a delivery schedule.

MS. ALVIDREZ said the delivery activity is like that of normal Costco operations. There are local deliveries made with commuter vans. However, their deliveries typically occur during off-hours, not when the store is open to the public.

COUNCILMEMBER POSTON asked if this type of Costco Business Center caters primarily to businesses, with few consumers typically visiting.

MS. ALVIDREZ said Costco Business Center retail sales are mainly done for small businesses. Any Costco member can use the fuel pumps.

COUNCILMEMBER ORLANDO asked for further clarification regarding the applicant's proposals for the streets, specifically on Pecos Road and Alma School.

MS. ALVIDREZ said that part of this development would require off-site street improvements, including adding a third lane on Alma School adjacent to the frontage road. Additionally, both driveways on Pecos and the driveway on Alma School would need to incorporate decelerating lanes. These elements are included in the traffic study and documented in the civil site plan.

COUNCILMEMBER ORLANDO asked whether this would result in less traffic than the prior PAD proposals.

MS. ALVIDREZ said this proposed development is expected to generate less traffic than the previously approved office park development.

COUNCILMEMBER ORLANDO confirmed that even with the fuel pumps there would be less traffic.

MS. ALVIDREZ said yes.

MAYOR HARTKE asked if the hours of this facility were the same as those of the other facilities.

BRYAN WRIGHT, Principal Engineer with Kimley-Horn, said the hours are 7:00 a.m. to 6:00 p.m. Monday through Saturday and 8:00 a.m. to 4:00 p.m. Sunday.

COUNCILMEMBER HARRIS asked about the project's timeline and asked for an estimate of the duration from the start of construction to its completion.

MR. WRIGHT estimated the project duration to be nine months.

COUNCILMEMBER HARRIS said the expectation is for this project to be completed by early 2026.

MR. WRIGHT agreed.

COUNCILMEMBER ORLANDO inquired about the construction start date for the third lane on Alma School and whether this will include any overlap.

MR. WRIGHT said the rest of the Alma School widening project should not interfere except for the half-street improvements discussed by the applicant. Mr. Wright specified that it pertains solely to the street's western side, specifically the section between Pecos and Loop 202, which needs to match the rest of the street that the applicant will construct.

COUNCILMEMBER ORLANDO asked about the timeline for the last phase of Alma School improvements.

MR. WRIGHT said he would check on the actual date but mentioned that this phase is situated much further south from the current location, with Germann or Kingbird being the relevant streets leading to Queen Creek Road.

COUNCILMEMBER ORLANDO said we are transitioning from three lanes to two lanes and back to three lanes. In a later discussion this can be brought up how to avoid forming a traffic bottleneck.

5. Resolution No. 5872, General Plan Update 2026 Public Participation Plan, Adopting Written Procedures for Public Participation in the Update of the Chandler General Plan
   Move City Council pass and adopt Resolution No. 5872 General Plan Update 2026 Public Participation Plan, establishing written procedures to provide effective, early, and continuous public participation in the General Plan update process.

6. Final Adoption of Ordinance No. 5118, establishing a General Plan Resident Advisory Committee
   Move City Council adopt Ordinance No. 5118, establishing a Resident Advisory Committee to guide staff and consultants in the Chandler General Plan Update.

7. Construction Agreement No. DS2202.401 with Sunland Asphalt & Construction, LLC, for the Traffic Signal at Layton Lakes Boulevard and Queen Creek Road
   Move City Council award Construction Agreement No. DS2202.401 to Sunland Asphalt & Construction, LLC, for the Traffic Signal at Layton Lakes Boulevard and Queen Creek Road, in an amount not to exceed $1,024,917.

8. Use Permit, PLH24-0037 ZJMKR, LLC, 542 W Chandler Boulevard, Generally Located 1/2 Mile West of the Northwest Corner of Arizona Avenue and Chandler Boulevard
   Move City Council approve Use Permit, PLH24-0037 ZJMKR, LLC, for the continued use of a residential home zoned Single-Family District (SF-8.5) as a general office subject to the conditions as recommended by the Planning and Zoning Commission.

Fire Department

9. Agreement No. FD2-340-4440, Amendment No. 2, with LN Curtis, Swift Group, Velocity Fire, and United Fire, for Fire Turnouts and Personal Protective Equipment (PPE)
   Move City Council approve Agreement No. FD2-340-4440, Amendment No. 2, with LN Curtis, Swift Group, Velocity Fire, and United Fire, for fire turnouts and PPE, in a combined amount not to exceed $300,000, for a one-year term, February 1, 2025, through January 31, 2026.

Information Technology

10. Purchase of Microsoft Unified Enterprise Support
    Move City Council approve the purchase of Microsoft unified enterprise support, from SHI International Corp., utilizing the NASPO Contract No. AR2488, in an amount not to exceed $136,975.

Management Services

11. New License Series 6, Bar Liquor License Application for Andrea Dahlman Lewkowitz, Agent, Round One Entertainment, Inc., DBA Round1 Bowling & Arcade
    Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 321459, a Series 6, Bar Liquor License, for Andrea Dahlman Lewkowitz, Agent, Round One Entertainment, Inc., DBA Round1 Bowling & Arcade, located at 3177 W. Chandler Boulevard, and approval of the City of Chandler, Series 6, Bar Liquor License No. 308782.

12. New License Series 10, Beer and Wine Store Liquor License Application for Gian J Rondon, Agent, Coby's, LLC, DBA Coby's

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 319258, a Series 10, Beer and Wine Store Liquor License, for Gian J. Rondon, Agent, Coby's, LLC, DBA Coby's, located at 570 E. Galveston Street, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 202048.

Neighborhood Resources

13. Resolution No. 5870, rescinding Resolution No. 5361 which authorized extended use of temporary signage to promote Chandler businesses, and authorizing the Zoning Administrator to waive provisions of Chapter 39-10 of the Chandler City Code as reasonably necessary to promote Chandler businesses during the COVID-19 Coronavirus Pandemic
Move City Council Pass and Adopt Resolution No. 5870, rescinding Resolution No. 5361 which authorized extended use of temporary signage to promote Chandler businesses, and authorizing the Zoning Administrator to waive provisions of Chapter 39-10 of the Chandler City Code as reasonably necessary to promote Chandler businesses during the COVID-19 Coronavirus Pandemic.

LEAH POWELL, Neighborhood Resources Director presented the following presentation.

- Temporary Sign Code Moratorium Repeal of Resolution No. 5361
- Extended Use of Temporary Signage
- March 26, 2020 – Resolution No. 5361
    - Envisioned as immediate response to COVID-induced business challenges
    - Suspends all time limits on the use of temporary signs
    - Waives the requirements to obtain a permit before displaying a temporary sign
    - Authorizes the Zoning Administrator to temporarily waive further provisions of this section as reasonably necessary to promote increased economic activity
    - Thirty days after the Chandler City Council terminates the authority of this resolution, business will need to apply for the use of temporary signs pursuant to the normal City process
- Examples of Temporary Signage
- Common Types of Temporary Signs
- A-Frame/T-Frame:
    - One sign per street frontage and maintain 5-foot pedestrian clearance
    - Additional signs allowed for model homes and open houses
- Feather Signs:
    - Two signs per street frontage for no more than 30 days every six months
    - A temporary sign permit is required
- Banners:
    - One sign per street frontage with size limitations (based on property characteristics)
    - No more than 30 days every six months and a temporary sign permit is required
    - Additional requirements related to securing of banners
- Temporary Sign Code Violations

    - Bandit Signs
    - The moratorium did not include bandit signs. Bandit Sign removals are proactively initiated by Code Enforcement Inspectors or in response to complaints from residents or staff.
    - Statistics:
        - FY 2021- 2022: 3,467
        - FY 2022- 2023: 1, 339
        - FY 2023 – 2024: 4,015
        - July 1, 2024 – December 31, 2024: 2,409
- Campaign Signs
    - Without a moratorium, prior to and after campaign season
    - Chandler City Code Chapter 39 regulations will be enforced for all types of temporary signs posted on any dates that fall outside of May through November which is the enforcement exempt election season.
    - Code Enforcement will contact candidates with signs that are in violation of Chandler City Sign Code and provide the candidate 24 hours to remove the sign. Subsequent violations will result in the removal of signs by Code Enforcement.
    - Example: May 27, 2024 through November 20, 2024
    - Beginning 71 days prior to the Primary Election date and until 15 days following the General Election dates, as long as state law requirements are met (ARS16-1019):
    - No enforcement action will be taken on signs in the rights-of-way, or
    - Signs on commercial properties placed with the permission of the property owner.
    - May 27, 2024 – 71 days before the 2024 Primary Election
    - November 20, 2024 – 15 days after the 2024 General Election
- Recommendations for Enforcement
    - Educational correspondence sent to businesses and other stakeholders within 30 days of Council action.
    - Planning and Code staff conduct information briefings to educate the public on Sign Code (Ch 39) requirements and procedures.
    - Commercial Code Enforcement team begins to proactively identify sign code violations and respond to complaints by taking the following actions:
        - contact businesses to educate and ensure existing temporary signage in compliance with city code.
        - Issue Courtesy Notice focused on Education for code violations and provide 30 days to contact inspector and/or correct violation
        - Reinspection conducted after 30 days to ensure that the property is in compliance with city code.
- Notice of Violation and/or additional enforcement actions may be taken for properties that continue to remain in violation of city code.

COUNCILMEMBER POSTON said it is essential to reach a broad community base. She noted that the current regulations have been in place for a significant period, suggesting that newer business owners may believe they comply with the law. She inquired whether any outreach has been conducted to these business owners and asked how calls regarding these matters are currently handled.

MS. POWELL said that if they receive a call regarding a hazard, Code Enforcement will address the issue and educate the property owner to ensure it is secured. If complaints come from residents, they explain the status regarding the sign code, including what can and cannot be enforced at that time. The Code Enforcement staff engages in discussions with business owners and tenants and continues to educate them to some extent. If multiple businesses are not in compliance or there are challenges in understanding, they will do their best to work with those businesses to achieve compliance.

COUNCILMEMBER POSTON said how does code enforcement achieve compliance if the temporary sign code moratorium is in place.

MS. POWELL stated that it is difficult to enforce compliance unless there is a hazardous situation.

COUNCILMEMBER POSTON said it was a good idea to make this allowance when needed but agreed that it was time to implement some changes and tidy things up. She values the proactive educational approach.

MAYOR HARTKE asked if staff has done any outreach to industries such as realtors and real estate businesses.

MS. POWELL said they would reach out to these business groups, including contacting professional groups. Specific rules apply, like allowing additional A-frame signs for model homes or open houses.

MAYOR HARTKE asked if staff contacts organizations such as the Chandler Business Association.

MS. POWELL said yes.

COUNCILMEMBER HARRIS said other avenues of sharing this education could be through the business renewal program, or through utility bill inserts.

MR. WRIGHT said staff is exploring different methods for contacting businesses directly.

Police Department

14. Purchase of Mobile Communication Services
    Move City Council approve the purchase of mobile communication services, from AT&T FirstNet, utilizing the State of Arizona Contract No. CTR052804, in an amount not to exceed $170,000.

15. Agreement No. PD3-200-4510, Amendment No. 4, with FX Tactical, LLC, and Skaggs Companies, Inc., for Police Uniforms
    Move City Council approve Agreement No. PD3-200-4510, Amendment No. 4, with FX Tactical, LLC, and Skaggs Companies, Inc., for police uniforms, in the amount of $600,000.

Public Works and Utilities

16. Resolution No. 5851 Authorizing the Acquisition of Real Property in Fee or by Easement Required for the Ray Road and Dobson Road Intersection Improvement, Project No. ST2103
    Move City Council pass and adopt Resolution No. 5851, authorizing the acquisition of real property in fee or by easement as needed for the Ray Road and Dobson Road Improvement, Project No. ST2103; authorizing the city's real estate administrator to sign, on behalf of the city, the purchase agreements and any other documents necessary to facilitate the acquisitions; authorizing eminent domain proceedings as needed to acquire the real property and obtain immediate possession thereof; and, authorizing relocation assistance as may be required by law.

17. Professional Services Agreement No. ST2103.501, SRP Engineering Services Agreement No. 2200531, with Salt River Project (SRP), for the Ray Road and Dobson Road Intersection Improvements Design Services
    Move City Council award Professional Services Agreement No. ST2103.501, SRP Engineering Services Agreement No. 2200531, to SRP, for the Ray Road and Dobson Road Intersection Improvements Design Services, in an amount not to exceed $113,080.

18. Resolution No. 5862, Intergovernmental Agreement Between the City of Chandler and Roosevelt Water Conservation District, for Design and Construction to Relocate Irrigation System Facilities Impacted by Cooper Road/Insight Way Loop Extension Improvements
    Move City Council pass and adopt Resolution No. 5862, approving an Intergovernmental Agreement between the City of Chandler and Roosevelt Water Conservation District, for design and construction to relocate irrigation system facilities impacted by Cooper Road/Insight Way Loop Extension Improvements, in an amount not to exceed $58,223.

19. Professional Services Agreement No. WW2110.101, Amendment No. 5, with Construction Product Marketing, LLC, dba CPM Pipelines, for the Air Release Valve (ARV) Study and Rehabilitation Consultant Services

Move City Council award Professional Services Agreement No. WW2110.101, Amendment No. 5, to Construction Product Marketing, LLC, dba CPM Pipelines, for the ARV Study and Rehabilitation Consultant Services, in an amount of $181,007.79.

20. Professional Services Agreement No. WA2409.201, with GHD, Inc., for the Olsen Addition Main Replacement Design Services
Move City Council award Professional Services Agreement No. WA2409.201, to GHD, Inc., for the Olsen Addition Main Replacement Design Services, in an amount not to exceed $390,999.

Informational

21. November 20, 2024, Planning and Zoning Commission Meeting Minutes

22. Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved

Adjourn

The meeting was adjourned at 6:42 p.m.

ATTEST: _____ _____
City Clerk Mayor

Approval Date of Minutes: February 20, 2025

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the City Council of Chandler, Arizona, held on the 3rd day of February 2025. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of February 2025.

_____
City Clerk

Meeting Minutes
City Council Regular Meeting

February 6, 2025 | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 6:00 p.m.

Roll Call
Council Attendance
Mayor Kevin Hartke
Vice Mayor Christine Ellis
Councilmember Angel Encinas
Councilmember Jane Poston
Councilmember Matt Orlando
Councilmember OD Harris
Councilmember Jennifer Hawkins

Appointee Attendance
Joshua Wright, City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

Invocation
The invocation was given by Pastor Rev Fr Teilo M Lwande AJ, St. Andrew the Apostle Catholic Church.

Pledge of Allegiance
The Pledge of Allegiance was led by Councilmember Hawkins.

Consent Agenda and Discussion
City Clerk
1. Approval of Minutes
   Move City Council approve the Council meeting minutes of the Work Session of January 23, 2025, and the Regular Meeting of January 23, 2025.

2. Boards and Commissions Member Appointments
   Move City Council approve the Board and Commission appointments as recommended.

MAYOR HARTKE recognized the appointees participating in the Resident Advisory Committee for the 2026 General Plan Update.

Cultural Development

3. Job Order Project Agreement No. GG2402.401 with SDB, Inc., Pursuant to Job Order Master Agreement No. JOC2402.401, for the Overstreet Parking Structure Fence
   Move City Council award Job Order Project Agreement No. GG2402.401 to SDB, Inc., Pursuant to Job Order Master Agreement No. JOC2402.401, for the Overstreet Parking Structure Fence, in an amount not to exceed $166,555.29.

Development Services

4. Ordinance No. 5116, Introduction and Tentative Adoption of Rezoning and Preliminary Development Plan, PLH24-0024 Costco Business Center, Located at the Southwest Corner of Alma School Road and Pecos Road
   Rezoning
   Move City Council introduce and tentatively adopt Ordinance No. 5116 approving PLH24-0024 Costco Business Center, Rezoning from Planned Area Development (PAD) for an office park with ancillary retail and restaurant uses to PAD for wholesaling, a fuel service station, and commercial uses permitted under the Community Commercial District (C-2), subject to the conditions as recommended by Planning and Zoning Commission.

   Preliminary Development Plan
   Move City Council approve Preliminary Development Plan PLH24-0024 Costco Business Center for site layout and conceptual building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

COUNCILMEMBER ORLANDO thanked Councilmember Poston for collaborating with Costco to secure additional electric vehicle chargers. He believes this is a positive step that will benefit the community, residents, and employees.

COUNCILMEMBER POSTON appreciated the applicant's prompt action and willingness to proceed, believing it would significantly enhance business development.

COUNCILMEMBER HARRIS thanked Council for introducing Chandler to an excellent project.

MAYOR HARTKE mentioned receiving positive feedback from several Chandler business owners who are thrilled that they no longer need to travel to Phoenix for a Costco Business Center, which will now be accessible in the East Valley.

VICE MAYOR ELLIS expressed gratitude to staff for their diligent work.

5. Resolution No. 5872, General Plan Update 2026 Public Participation Plan, Adopting Written Procedures for Public Participation in the Update of the Chandler General Plan
   Move City Council pass and adopt Resolution No. 5872 General Plan Update 2026 Public Participation Plan, establishing written procedures to provide effective, early, and continuous public participation in the General Plan update process.

6. Final Adoption of Ordinance No. 5118, establishing a General Plan Resident Advisory Committee
   Move City Council adopt Ordinance No. 5118, establishing a Resident Advisory Committee to guide staff and consultants in the Chandler General Plan Update.

7. Construction Agreement No. DS2202.401 with Sunland Asphalt & Construction, LLC, for the Traffic Signal at Layton Lakes Boulevard and Queen Creek Road
   Move City Council award Construction Agreement No. DS2202.401 to Sunland Asphalt & Construction, LLC, for the Traffic Signal at Layton Lakes Boulevard and Queen Creek Road, in an amount not to exceed $1,024,917.

8. Use Permit, PLH24-0037 ZJMKR, LLC, 542 W Chandler Boulevard, Generally Located 1/2 Mile West of the Northwest Corner of Arizona Avenue and Chandler Boulevard
   Move City Council approve Use Permit, PLH24-0037 ZJMKR, LLC, for the continued use of a residential home zoned Single-Family District (SF-8.5) as a general office subject to the conditions as recommended by the Planning and Zoning Commission.

Fire Department

9. Agreement No. FD2-340-4440, Amendment No. 2, with LN Curtis, Swift Group, Velocity Fire, and United Fire, for Fire Turnouts and Personal Protective Equipment (PPE)
   Move City Council approve Agreement No. FD2-340-4440, Amendment No. 2, with LN Curtis, Swift Group, Velocity Fire, and United Fire, for fire turnouts and PPE, in a combined amount not to exceed $300,000, for a one-year term, February 1, 2025, through January 31, 2026.

Information Technology

10. Purchase of Microsoft Unified Enterprise Support
    Move City Council approve the purchase of Microsoft unified enterprise support, from SHI International Corp., utilizing the NASPO Contract No. AR2488, in an amount not to exceed $136,975.

Management Services

11. New License Series 6, Bar Liquor License Application for Andrea Dahlman Lewkowitz, Agent, Round One Entertainment, Inc., DBA Round1 Bowling & Arcade
    Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 321459, a Series 6, Bar Liquor License, for Andrea Dahlman Lewkowitz, Agent, Round One Entertainment, Inc., DBA Round1 Bowling & Arcade,

located at 3177 W. Chandler Boulevard, and approval of the City of Chandler, Series 6, Bar Liquor License No. 308782.

12. New License Series 10, Beer and Wine Store Liquor License Application for Gian J Rondon, Agent, Coby's, LLC, DBA Coby's
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 319258, a Series 10, Beer and Wine Store Liquor License, for Gian J. Rondon, Agent, Coby's, LLC, DBA Coby's, located at 570 E. Galveston Street, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 202048.

Neighborhood Resources

13. Resolution No. 5870, rescinding Resolution No. 5361 which authorized extended use of temporary signage to promote Chandler businesses, and authorizing the Zoning Administrator to waive provisions of Chapter 39-10 of the Chandler City Code as reasonably necessary to promote Chandler businesses during the COVID-19 Coronavirus Pandemic
Move City Council Pass and Adopt Resolution No. 5870, rescinding Resolution No. 5361 which authorized extended use of temporary signage to promote Chandler businesses, and authorizing the Zoning Administrator to waive provisions of Chapter 39-10 of the Chandler City Code as reasonably necessary to promote Chandler businesses during the COVID-19 Coronavirus Pandemic.

Police Department

14. Purchase of Mobile Communication Services
Move City Council approve the purchase of mobile communication services, from AT&T FirstNet, utilizing the State of Arizona Contract No. CTR052804, in an amount not to exceed $170,000.

15. Agreement No. PD3-200-4510, Amendment No. 4, with FX Tactical, LLC, and Skaggs Companies, Inc., for Police Uniforms
Move City Council approve Agreement No. PD3-200-4510, Amendment No. 4, with FX Tactical, LLC, and Skaggs Companies, Inc., for police uniforms, in the amount of $600,000.

Public Works and Utilities

16. Resolution No. 5851 Authorizing the Acquisition of Real Property in Fee or by Easement Required for the Ray Road and Dobson Road Intersection Improvement, Project No. ST2103
Move City Council pass and adopt Resolution No. 5851, authorizing the acquisition of real property in fee or by easement as needed for the Ray Road and Dobson Road Improvement, Project No. ST2103; authorizing the city's real estate administrator to sign, on behalf of the city, the purchase agreements and any other documents necessary to facilitate the acquisitions; authorizing eminent domain proceedings as needed to acquire the real property and obtain immediate possession thereof; and, authorizing relocation assistance as may be required by law.

17. Professional Services Agreement No. ST2103.501, SRP Engineering Services Agreement No. 2200531, with Salt River Project (SRP), for the Ray Road and Dobson Road Intersection Improvements Design Services
Move City Council award Professional Services Agreement No. ST2103.501, SRP Engineering Services Agreement No. 2200531, to SRP, for the Ray Road and Dobson Road Intersection Improvements Design Services, in an amount not to exceed $113,080.

18. Resolution No. 5862, Intergovernmental Agreement Between the City of Chandler and Roosevelt Water Conservation District, for Design and Construction to Relocate Irrigation System Facilities Impacted by Cooper Road/Insight Way Loop Extension Improvements
Move City Council pass and adopt Resolution No. 5862, approving an Intergovernmental Agreement between the City of Chandler and Roosevelt Water Conservation District, for design and construction to relocate irrigation system facilities impacted by Cooper Road/Insight Way Loop Extension Improvements, in an amount not to exceed $58,223.

19. Professional Services Agreement No. WW2110.101, Amendment No. 5, with Construction Product Marketing, LLC, dba CPM Pipelines, for the Air Release Valve (ARV) Study and Rehabilitation Consultant Services
Move City Council award Professional Services Agreement No. WW2110.101, Amendment No. 5, to Construction Product Marketing, LLC, dba CPM Pipelines, for the ARV Study and Rehabilitation Consultant Services, in an amount of $181,007.79.

20. Professional Services Agreement No. WA2409.201, with GHD, Inc., for the Olsen Addition Main Replacement Design Services
Move City Council award Professional Services Agreement No. WA2409.201, to GHD, Inc., for the Olsen Addition Main Replacement Design Services, in an amount not to exceed $390,999.

Consent Agenda Motion and Vote

Councilmember Poston moved to approve the Consent Agenda of the February 6, 2025 Regular City Council Meeting, with an additional stipulation to Item No. 4 which adds six electric vehicle charging stations; Seconded by Councilmember Encinas.

Consent Agenda approved unanimously, 7-0, with the additional stipulation to add a minimum of six electric vehicle charging stations on Item No. 4.

Motion carried unanimously (7-0).

Informational

21. November 20, 2024, Planning and Zoning Commission Meeting Minutes

22. Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved

Unscheduled Public Appearances

None.

Current Events

Mayor's Announcements

MAYOR HARTKE announced the Chandler International Film Festival attracted filmmakers and cinema enthusiasts from around the globe to downtown Chandler. The event showcased over 150 films from 35 countries, including last year's State of the City presentation, and even set a Guinness World Record for the largest display of movie posters. Thank you to the CIFF team and host LOOK Cinema for making this event possible.

MAYOR HARTKE invited the community to the State of the City on Thursday, February 13. Join Councilmembers at the Chandler Center for the Arts to celebrate the community's past accomplishments and discuss plans for 2025. The event starts at 5:30 PM with a reception. Join us for videos and comments at 6:30 PM. For more info and to RSVP, visit Chandleraz.gov/stateofthecity.

MAYOR HARTKE wishes everyone a Happy Valentine's Day and a joyful Statehood Day filled with love, celebrating family, friends, and this amazing community in the incredible state we cherish home.

MAYOR HARTKE recognized the Teen Advisory Group attending the Council meeting. This impressive group has contributed over a thousand service hours through projects like the Unity Collage, Lunar New Year Festival, and Christmas Chronicles. They also participate in blood drives, charity events, and cultural programming, significantly enhancing the library and Chandler.

Council's Announcements

COUNCILMEMBER ENCINAS thanked Chandler police officers for their coordination during a peaceful protest demonstration earlier this week. Officers ensured the safety of residents. Councilmember Encinas expressed gratitude for their efforts in working with the event organizers.

COUNCILMEMBER POSTON addressed recent federal changes, assuring residents that Council monitors their impacts. Mayor and Council will prioritize decisions that ensure residents feel safe and welcome. Staff will create a webpage to outline the potential effects of these orders, which will be regularly updated. City staff is doing a great job keeping Council informed amid rapid developments.

COUNCILMEMBER POSTON shared that Chandler students are valued, loved, and important.

COUNCILMEMBER HARRIS announced National Black History Month, expressing enthusiasm for the celebration planned for the entire month. Various events highlighting Black history are scheduled, and Councilmember Harris encouraged everyone to stay tuned for updates on the agenda and calendar.

COUNCILMEMBER HARRIS shared his experience inspiring young minds at the National Junior Honor Society meeting at Arizona College Prep Middle School, exploring leadership and success, discussing how students can embody values like scholarship, service, and citizenship. These bright students represent our future leaders in the picture.

COUNCILMEMBER HARRIS announced that Round One at Chandler Mall will officially open this Saturday, February 8, at the Chandler Fashion Square Mall. The venue will feature arcade games, bowling, state-of-the-art lanes, karaoke, and more.

COUNCILMEMBER HARRIS made remarks on the importance of peaceful protests and safety.

COUNCILMEMBER HAWKINS announced the upcoming Local Author Fair at the Downtown Library on March 1 and 2. Whether an avid reader, an aspiring writer, or simply seeking a fun and engaging event, there is something for everyone. Chandler is home to many gifted writers, and the fair provides a chance to uplift their voices and enjoy storytelling.

City Manager's Announcements

None.

Adjourn

The meeting was adjourned at 6:25 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: February 20, 2025

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of Regular Meeting of the City Council of Chandler, Arizona, held on the 6th day of February 2025. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of February, 2025.

_____

City Clerk

ITEM 2

City Council Memorandum Community Services Memo No.

Date:	February 20, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO
From:	John Sefton, Community Services Director
Subject:	Neighborhood Park Naming for Orangetree Park

Proposed Motion:

Move City Council authorize the naming of the park site located at 2134 N. Bullmoose Drive as "Orangetree Park".

Background/Discussion

The park site located at 2134 N. Bullmoose Drive is 1.7 acres in size and located at the Honeysuckle Trail residential subdivision, currently under development. The site is within the square mile bordered by the Loop 101 Price Freeway and Elliot, Dobson, and Warner roads. The subject site received zoning on June 29, 2023, to create a single family residential subdivision and on October 19, 2023, City Council approved the final plat with open area tracts for retention and amenities, including this developer-built city park. This park is currently under construction and is anticipated to be completed and the tract dedicated to the city in Spring 2025.

Through a public survey conducted from January 9 to January 29, 2025, residents were asked to select a name for this new park. Suggested names from this survey included Orangetree Park, Colt Meadow Park, Acacia Park, El Alba Park, Naranjo Park, Lidman Park, Grizzly Bear Park, Dobby Park, and Honeysuckle Park. The majority of the residents that participated in the naming process requested that the park be named Orangetree Park.

In 2004, the Parks and Recreation Board and the City Council adopted a set of guidelines for the naming of parks (attached). Since then, these guidelines have been used to name or re-name parks within Chandler. At its regular meeting on

February 4, 2025, the Parks and Recreation Board reviewed and ultimately recommended City Council approve "Orangetree Park" as the official name for this park site, following the name of the original surrounding neighborhood.

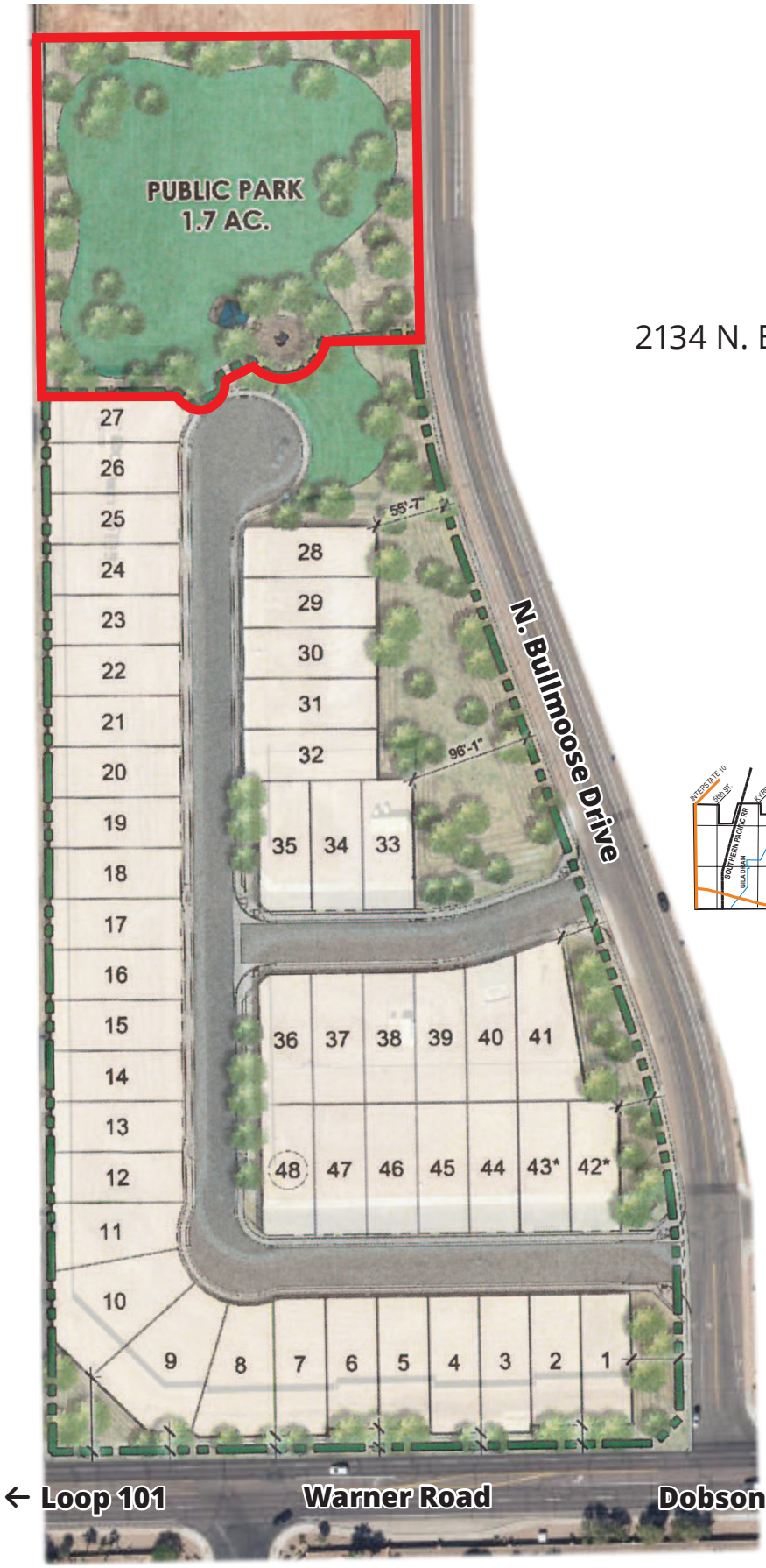
Attachments

Orangetree Park Location Map

Park Naming Criteria

PARK SITE

2134 N. Bullmoose Drive | 85224





CHANDLER arizona

Neighborhood Park

UPDATED: 02/03/25

CITY OF CHANDLER
PARK NAMING/RE-NAMING CRITERIA
Approved by the City Council November 2004

I. PURPOSE

To establish a formal process and criteria for the Parks and Recreation Board of the City of Chandler to evaluate requests for the naming or re-naming of parks managed by the City of Chandler Community Services Department. The Parks and Recreation Board, and or subcommittee, shall review and evaluate all requests in accordance with the following criteria, and provide insight and recommendations to the City Council for consideration and approval.

II. PROCESS

On an annual basis, the Parks and Recreation Board shall be responsible for recommending names for city parks to the City Council for consideration and approval.

To request a name for a specific park, an applicant shall submit a written request to the Parks and Recreation Board via the Community Services staff on or before June 30th for consideration during that year. The application should clearly state the name of the requesting individual or organization along with the name, address and phone number of a contact person. In addition to the information as stated in the criteria, the request shall include the following:

1. Reasons for the proposed name.
2. Evidence of community support for the proposed name.
3. Petitions, if submitted, must state the intent and include printed names, signatures, addresses, zip codes and telephone numbers of each signer as proof of residency.
4. All of the above must be submitted, via the Community Services staff, to the Parks and Recreation Board for review.

Upon receipt of all information, the Parks and Recreation Board and or subcommittee will review the request(s). Upon completion of the review, the request(s) will be placed on the Parks and Recreation Board agenda for formal presentation and voting. The Parks and Recreation Board shall forward one recommendation for each park to the City Council for approval.

III. CRITERIA FOR NAMING OR RE-NAMING PARKS

Names chosen for parks should meet one or more of the following criteria:

1. Named after something that is specifically unique to Chandler, the Valley or the Southwest, i.e., desert flora, Indian or Mexican terminology, or the geographic location of the park/facility.
2. Predominate physical features in or adjacent to the park.

3. An individual or group who has donated the land required for the park or an equal cash value donation.

The naming of parks should normally be done in conjunction with the community or neighborhood that will be served. The Parks and Recreation Board will involve citizens of Chandler in the process, whenever possible.

An attempt should be made to select the simplest names in terms of recognition, length, and ease of pronunciation.

Although not encouraged, park names may be changed if properly justified and recommended by the Parks and Recreation Board and approved by the City Council.

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-005

Date: February 20, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
From: Darsy Omer, Associate Planner
Subject: PLH24-0024 Costco Business Center
Final Adoption of Ordinance No. 5116
Request: Rezoning from Planned Area Development (PAD) for an office park with ancillary retail and restaurant uses to PAD for wholesaling, a fuel service station, and commercial uses permitted under the Community Commercial District (C-2).
Location: Southwest corner of Alma School Road and Pecos Road
Applicant: Bryan Wright, Kimley-Horn on behalf of Costco Business Center

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Proposed Motion:

Move City Council adopt Ordinance No. 5116 approving PLH24-0024 Costco Business Center, Rezoning from Planned Area Development (PAD) for an office park with ancillary retail and restaurant uses to PAD for a wholesaling, a fuel service station, and commercial uses permitted under the Community Commercial District (C-2), subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- Approximately 18.65 acres
- In 2016, the property was rezoned from PAD for commercial retail and hotel to PAD for an office park with a Mid-Rise Overlay for building height up to 75 feet
- In 2019, a time-extension was approved for three additional years
- The General Plan designation of neighborhoods and the Pecos Ranch Area Plan designation of Commercial allows for the C-2 zoning

- The project consists of a 141,366 square foot building and a fuel station

Surrounding Land Use Data:

North	Pecos Road, then multifamily residential (The Casitas)	South	Santan Loop 202 Freeway
East	Alma School Road, then a medical office building and vacant parcels zoned for commercial and office uses	West	Multifamily residential (Camden Pecos Ranch Apartments)

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods	No Change
Pecos Ranch Area Plan	Commercial	No Change

Proposed Development

Total Site Area	18.57 acres
Building Footprint Area	141,366 SF
Building Height	34 feet
Facade Materials	Smooth face CMU, concrete, and metal panels
Number of Fuel Pumps	15 fuel pumps
Parking Spaces Required	536 stalls
Parking Spaces Provided	603 stalls

Review and Recommendation

The subject site is located at the southwest corner of Alma School and Pecos Roads. The site is currently zoned Planned Area Development (PAD) for office uses with ancillary retail and restaurant. A rezoning is required to allow for warehousing, which is typically allowed in Planned Industrial (I-1), as well as a fuel station requires a use permit under C-2.

In 1983, a City Council approved master plan rezoned the subject site as commercial and office type uses, and in 1986 a conceptual plan was approved designating the same commercial and office-type uses. In 2005, the subject site was rezoned to allow for commercial retail and hotel development and included Preliminary Development Plan (PDP) approval. In 2015, it was rezoned to allow for an office park with ancillary commercial uses. In 2019, City Council approved a

three-year-time extension to continue to allow for the office park with ancillary retail and restaurant uses. The subject site has been vacant since the time of annexation in 1983.

The applicant submitted an application for rezoning and PDP approval for a Costco Business Center in July 2024. Subsequent to the submittal, staff met with the applicant on numerous occasions to work through comments on the site plan and architecture. After multiple meetings, the site and building design have been modified to meet the City's standards and goals to provide sufficient queuing for the fuel station, pedestrian walkways throughout the site and a variety of materials on the building to create an aesthetically pleasing development.

Originally, the proposed fuel station was located off of Pecos Road, with two out-parcels left over on the hard corner of Alma School and Pecos. Staff determined that this layout would've created onsite circulation conflicts. Upon staff's request, the fuel station was moved to the southeast corner of the site and now provides a better onsite circulation plan and more than sufficient queuing for the fuel station. Additionally, the out-parcels were removed to avoid the opportunity of the parcels turning into drive-through pads. Staff also worked with the applicant to add pedestrian paths from the parking lot to the building.

With respect to the exterior design of the building, staff worked with the applicant to get a variety materials such as smooth face CMU, concrete, as well as a variety of different-looking metal panels that provide a sustainable alternative to stucco and that is longer lasting.

For these reasons, staff finds the proposal to be consistent with the General Plan and Zoning Code regulations.

Traffic Analysis

The applicant has provided a traffic impact study (TIS) that has been reviewed by the City Transportation Engineer. The traffic study compared the trips generated by the proposed Costco Business Center and the office park with retail and restaurant uses previously approved for the subject site, and shows that the Costco Business Center would generate a comparable amount of traffic to what was approved in 2016. The TIS has been conditionally accepted pending confirmation of ADOT approval.

As part of this project, the developer is responsible for the construction of the third southbound through lane on Alma School Road along the frontage of their site

(and beyond to make the appropriate transitions) and right-turn deceleration lanes at each of the site driveways. Other improvements will include median modifications, pavement marking modifications (to create dual left-turn lanes), and signal modifications (due to the widening previously mentioned).

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on December 4, 2024. There were 11 people in attendance. Neighbors expressed concerns regarding potential traffic that the business center and the gas station may bring additional traffic onto Alma School Road during peak hours with the existing congestion northbound coming from the Loop 202 freeway. The applicant team explained that their traffic engineers worked on the plans and that city staff reviewed their traffic impact statement. The applicant and staff and came to an agreement on the locations of all entrances and exits. They also explained that they are proposing 15 fuel pumps, twice the amount of other Costco Warehouses in the valley. This will serve customers more quickly and reduce queuing lines. The residents were concerned that because this will be the first Business Center in the east valley it may bring more traffic than anticipated. The applicant team explained that it is intended for a different clientele. The Business Centers serve local and small businesses, and the warehouses serve everyday residents, and the Business Center will typically see roughly half of the number compared to its Warehouse counterpart.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request. There were no residents or attendees of the neighborhood meeting that attended the Planning and Zoning Commission.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting January 15, 2025
Motion to (Approve or Deny).

In Favor: 5 Opposed: 0 Absent: 1 (Heumann)

Ordinance was introduced and tentatively adopted on February 6, 2025.

Recommended Conditions of Approval

Rezoning

Planning and Zoning Commission recommends the City Council approve the Rezoning from Planned Area Development (PAD) for an office park with ancillary retail and restaurant uses to PAD for wholesaling, a fuel service station, and commercial uses permitted under the Community Commercial District (C-2), subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Costco Business Center Development Booklet" and kept on file in the City of Chandler Planning Division, in File No. PLH24-0024 modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.
2. Uses permitted on the property shall be those permitted in the Community Commercial District (C-2) zoning district, wholesaling and fuel service station.
3. The following uses shall be prohibited: Self-storage establishments, drive-throughs, drive-ups, all high-turnover establishments, auto-related uses including but not limited to the sale, rental, repair, or washing of automobiles, motorcycles, trucks, boats, or related accessories uses other than a fuel station.
4. Completion of the construction of all required off-site street improvements, including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.
5. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
6. Future median openings shall be located and designed in compliance with City adopted design standards (Technical Design Manual #4).
7. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s), the developer shall be required to upgrade such landscaping to meet current City standards.

Attachments

Ordinance 5116

Exhibit A - Legal Description

Memorandum - Additional Stipulation

Vicinity Maps

PLH24-0024CostcoBusinessCenterDevelopmentBooklet

ORDINANCE NO. 5116

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM PLANNED AREA DEVELOPMENT (PAD) FOR AN OFFICE PARK WITH ANCILLARY RETAIL AND RESTAURANT USES TO (PAD) FOR WHOLESALING, A FUEL STATION, AND COMMERCIAL USES PERMITTED UNDER THE COMMUNITY COMMERCIAL DISTRICT (C-2) IN CASE PLH24-0024 (COSTCO BUSINESS CENTER) LOCATED AT THE SOUTHWEST CORNER OF ALMA SCHOOL ROAD AND PECOS ROAD WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

WHEREAS, an application for rezoning certain property within the corporate limits of Chandler, Arizona, has been filed in accordance with Article XXVI of the Chandler Zoning Code; and

WHEREAS, the application has been published in a local newspaper with general circulation in the City of Chandler, giving fifteen (15) days' notice of the time, place, and date of public hearing; and

WHEREAS, a notice of such hearing was posted on the property at least seven (7) days prior to the public hearing; and

WHEREAS, the City Council has considered the probable impact of this ordinance on the cost to construct housing for sale or rent; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission as required by the Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. Legal Description of Property:

EXHIBIT 'A'

Said parcel is hereby rezoned from PAD for an office park with ancillary retail and restaurant uses to PAD for wholesaling, a fuel service station, and commercial uses permitted under the Community Commercial District (C-2), subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Costco Business Center Development Booklet" and kept on file in the City of Chandler Planning Division, in File No. PLH24-

0024 modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.

2. Uses permitted on the property shall be those permitted in the Community Commercial District (C-2) zoning district, wholesaling and fuel service station.
3. The following uses shall be prohibited: Self-storage establishments, drive-throughs, drive-ups, all high-turnover establishments, auto-related uses including but not limited to the sale, rental, repair, or washing of automobiles, motorcycles, trucks, boats, or related accessories uses other than a fuel station.
4. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.
5. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
6. Future median openings shall be located and designed in compliance with City adopted design standards (Technical Design Manual #4).
7. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s), the developer shall be required to upgrade such landscaping to meet current City standards.

Section 2. The Planning Division of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance, or any parts hereof, are hereby repealed.

Section 4. In any case, where any building, structure, or land is used in violation of this Ordinance, the Planning Division of the City of Chandler may institute an injunction or any other appropriate action in proceeding to prevent the use of such building, structure, or land.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and shall have no force or effect.

Section 6. A violation of this Ordinance shall be a Class 1 misdemeanor subject to the enforcement and penalty provisions set forth in Section 1-8.3 of the Chandler City Code. Each day a violation continues, or the failure to perform any act or duty required by this Ordinance or the Zoning Code, shall constitute a separate offense.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5116 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:

EXHIBIT 'A'

COSTCO CHANDLER
SWC PECOS ROAD AND ALMA SCHOOL ROAD
CHANDLER, ARIZONA

A PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IN SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 5;

THENCE SOUTH 00 DEGREES 48 MINUTES 09 SECONDS EAST, 1,223.70 FEET ALONG THE EAST LINE OF SAID SECTION 5;

THENCE DEPARTING SAID EAST LINE SOUTH 89 DEGREES 11 MINUTES 51 SECONDS WEST, 65.00 FEET;

THENCE SOUTH 83 DEGREES 23 MINUTES 26 SECONDS WEST, 244.21 FEET;

THENCE SOUTH 85 DEGREES 11 MINUTES 58 SECONDS WEST, 448.55 FEET;

THENCE NORTH 00 DEGREES 48 MINUTES 23 SECONDS WEST, 1,285.57 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 5;

THENCE NORTH 89 DEGREES 38 MINUTES 37 SECONDS EAST ALONG SAID NORTH LINE 755.52 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED BY SPECIAL WARRANTY DEED TO THE STATE OF ARIZONA, RECORDED OCTOBER 18, 2002 IN RECORDING NO. 20021085792 AND DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 1, OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 5 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS DESCRIBED BELOW:

COMMENCING AT A BRASS CAP IN A HAND HOLE MARKING THE NORTHEAST CORNER OF SAID SECTION 5 FROM WHICH A BRASS CAP IN A HAND HOLE MARKING THE EAST QUARTER CORNER OF SAID SECTION 5 BEARS SOUTH 01 DEGREES 01 MINUTES 33 SECONDS EAST 2834.01 FEET;

THENCE ALONG THE EAST LINE OF SAID SECTION 5 SOUTH 01 DEGREES 01 MINUTES 33 SECONDS EAST 545.79 FEET;

THENCE SOUTH 88 DEGREES 58 MINUTES 27 SECONDS WEST 55.00 FEET TO THE POINT OF BEGINNING ON THE EXISTING WEST RIGHT OF WAY LINE OF ALMA SCHOOL ROAD;

THENCE CONTINUING SOUTH 88 DEGREES 58 MINUTES 27 SECONDS WEST 10.00 FEET;

THENCE SOUTH 01 DEGREES 01 MINUTES 33 SECONDS EAST 181.80 FEET;

THENCE SOUTH 05 DEGREES 47 MINUTES 24 SECONDS WEST 255.07 FEET TO A POINT HEREINAFTER CALLED POINT "A";

THENCE SOUTH 02 DEGREES 54 MINUTES 13 SECONDS WEST 178.98 FEET;

THENCE SOUTH 41 DEGREES 01 MINUTES 57 SECONDS WEST 101.75 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF S.R. 202L (SANTAN FREEWAY);

THENCE ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE NORTH 83 DEGREES 10 MINUTES 02 SECONDS EAST 111.27 FEET;

THENCE CONTINUING ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE NORTH 88 DEGREES 58 MINUTES 27 SECONDS EAST 10.00 FEET TO SAID EXISTING WEST RIGHT OF WAY LINE OF ALMA SCHOOL ROAD;

THENCE ALONG SAID EXISTING WEST RIGHT OF WAY LINE NORTH 01 DEGREES 01 MINUTES 33 SECONDS WEST 677.90 TO THE POINT OF BEGINNING; AND ALSO

EXCEPT THAT PORTION TAKEN BY FINAL ORDER CV 2003-024680 RECORDED AS 2004-1228051 OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

THAT PORTION OF A PARCEL OF LAND AS DESCRIBED IN DOCKET #98-0093117, RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 5, MONUMENTED WITH A P.K. NAIL FROM WHICH THE NORTH QUARTER OF SAID SECTION 5 BEARS SOUTH 89 DEGREES 25 MINUTES 56 SECONDS WEST A DISTANCE OF 2642.45 FEET;

THENCE SOUTH 89 DEGREES 25 MINUTES 56 SECONDS WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5 A DISTANCE OF 55.00 FEET;

THENCE SOUTH 01 DEGREES 00 MINUTES 49 SECONDS EAST, DEPARTING SAID NORTH LINE AND ALSO BEING PARALLEL WITH AND 55 FEET EAST OF THE EAST LINE OF SAID SECTION 5 A DISTANCE OF 33.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 01 DEGREES 00 MINUTES 49 SECONDS EAST, A DISTANCE OF 67.00 FEET TO A POINT FALLING ON THE EASTERLY LINE OF THE PARCEL DESCRIBED HEREIN;

THENCE SOUTH 89 DEGREES 25 MINUTES 56 SECONDS WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 01 DEGREES 00 MINUTES 49 SECONDS WEST, A DISTANCE OF 25.00 FEET TO A POINT 75.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION;

THENCE SOUTH 89 DEGREES 25 MINUTES 56 SECONDS WEST, PARALLEL WITH AND 75.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 304.84 FEET MORE OR LESS TO A POINT PER SAID DOCKET;

THENCE NORTH 00 DEGREES 34 MINUTES 04 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A POINT 65.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION;

THENCE SOUTH 89 DEGREES 25 MINUTES 56 SECONDS WEST, PARALLEL WITH AND 65.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5 A DISTANCE OF 376.00 FEET MORE OR LESS TO A POINT ON THE WEST PARCEL LINE PER SAID DOCKET;

THENCE NORTH 00 DEGREES 34 MINUTES 04 SECONDS WEST, ALONG THE WESTERLY PARCEL LINE OF SAID PARCEL DESCRIBED PER SAID DOCKET, A DISTANCE OF 32.00 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF PECOS ROAD AS PER DOCKET #98-0093117 RECORDS PER SAID COUNTY;

THENCE NORTH 89 DEGREES 25 MINUTES 56 SECONDS EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY OF PECOS ROAD PER SAID DOCKET 700.51 FEET MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING ALL MINERALS, COAL, CARBONS, HYDROCARBONS, OIL, GAS, CHEMICAL ELEMENTS AND COMPOUNDS, WHETHER IN SOLID, LIQUID OR GASEOUS FORM AND ALL STEAM AND OTHER FORMS OF THERMAL ENERGY, ON, IN OR UNDER THE ABOVE-DESCRIBED LAND, HOWEVER NOT RESERVING THE RIGHT TO USE THE SUBJECT PROPERTY OR EXTRACT MINERALS OR OTHER SUBSTANCES FROM THE SUBJECT PROPERTY ABOVE A DEPTH OF 500 FEET AND NOT RESERVING THE RIGHT TO USE THE SURFACE IN CONNECTION WITH THE RIGHTS RESERVED HEREIN, AS SET FORTH IN THE SPECIAL WARRANTY DEED RECORDED MAY 25, 2006 IN RECORDING NO. 2006-0713521 OF OFFICIAL RECORDS.

CHANDLER arizona

Addendum Memorandum

Development Services - Memo No. DS25-002a

Date: February 6, 2025

To: Mayor and Council

Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director KS

From: Darsy Omer, City Planner DO

Subject: PLH24-0024 Costco Business Center

Request: Rezoning from Planned Area Development (PAD) for an office park with ancillary retail and restaurant uses to PAD for wholesaling, a fuel service station, and commercial uses permitted under the Community Commercial District (C-2), as well as Preliminary Development Plan (PDP) approval for site layout and conceptual building architecture for approximately 18.65 acres

Location: Southwest corner of Alma School Road and Pecos Road

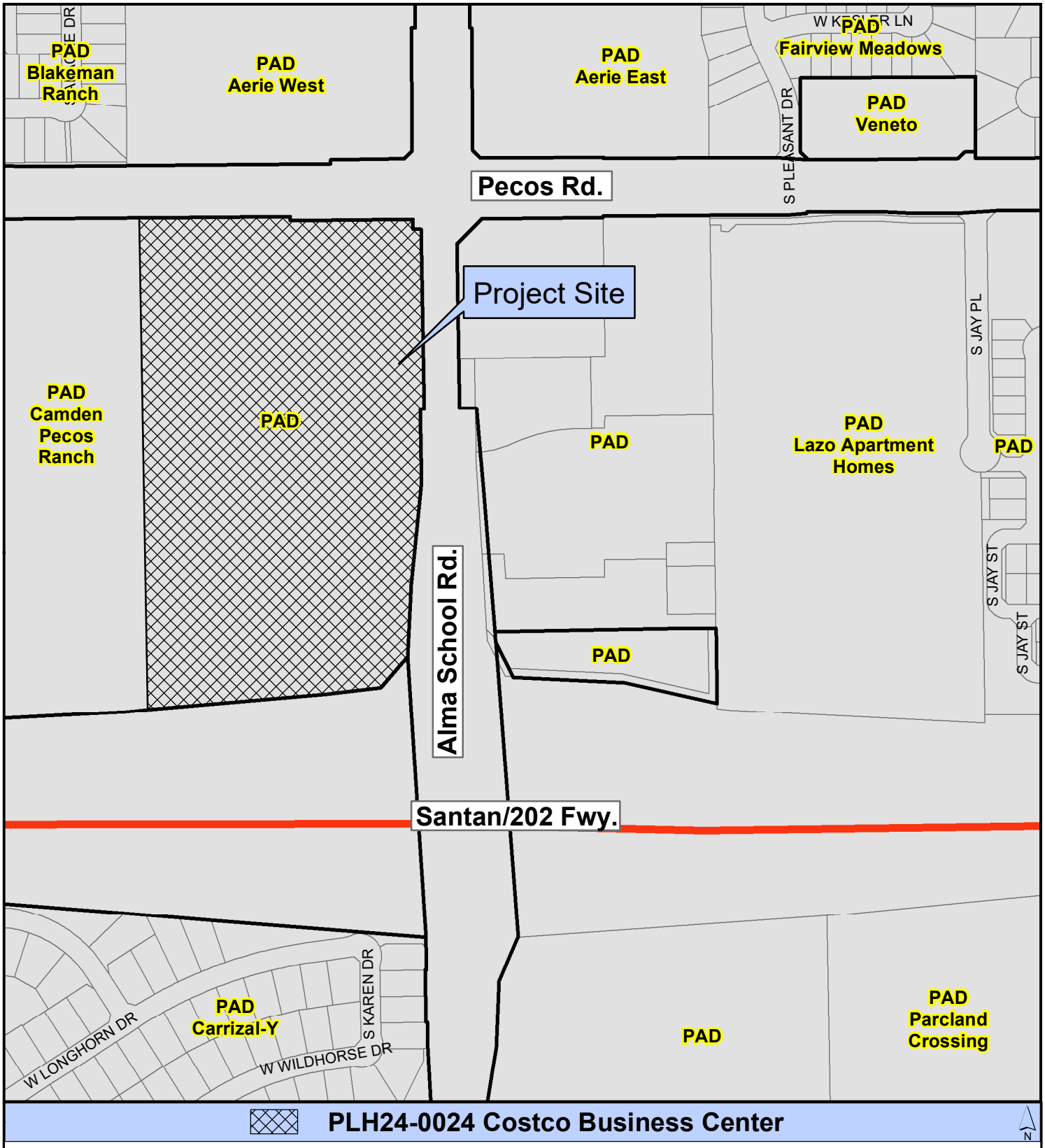
Applicant: Bryan Wright, Kimley-Horn on behalf of Costco Business Center

Project info: 141,366 square foot building and a fuel station

After meeting with City Council members, the applicant has requested on additional stipulation to the PAD:

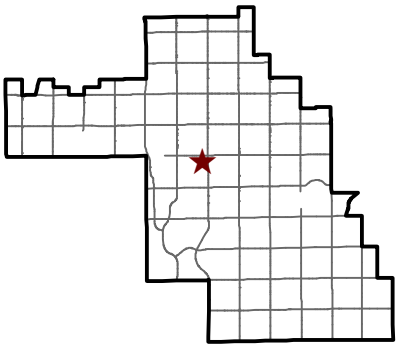
1. Planning Staff added a Preliminary Development Plan stipulation number eight, relating to adding electric vehicle charging stations:

    8. A minimum of six electric vehicle charging stations shall be provided.



PLH24-0024 Costco Business Center

Proposed Project Details
Request rezoning and preliminary development plan to PAD wholesaling, a fuel service station, and commercial uses permitted under the Community Commercial District (C-2) on approximately 18.65 acres



CHANDLER arizona

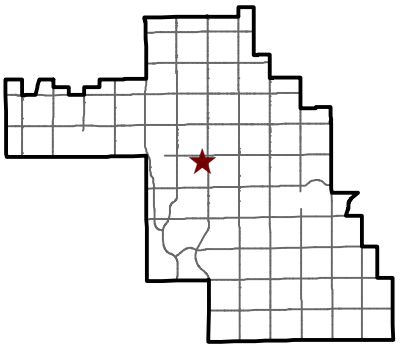
City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH24-0024 Costco Business Center

Proposed Project Details

Request rezoning and preliminary development plan to PAD wholesaling, a fuel service station, and commercial uses permitted under the Community Commercial District (C-2) on approximately 18.65 acres



CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

Kimley»Horn

Preliminary Development Plan

Amendment

For

Costco Chandler Business Center

Located at the Southwest Corner of Pecos Road and Alma School Road

By:

Kimley-Horn and Associates, Inc.

Case No: PLH24-0024

Submitted: January 8, 2025

kimley-horn.com | 1001 West Southern Avenue Suite 131, Mesa, AZ 85210 | 480 207 2666

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PREPARED BY:

PROJECT TEAM

Developer	Engineering	Representation
Costco	Kimley-Horn	Gallagher & Kennedy
Therese Garcia	Bryan Wright	Rodney Q. Jarvis
730 Lake Drive	1001 W. Southern Ave., Unit 131	2575 E. Camelback Road, Suite 1100,
Issaquah, WA 98027	Mesa, AZ 85210	Phoenix, AZ 85016
ThereseGarcia@costco.com	Bryan.Wright@Kimley-Horn.com	Rod.Jarvis@gknet.com

A. INTRODUCTION

Costco Wholesale is the developer and operator of the proposed Costco Chandler Business Center which consists of approximately 170,500 sf of retail development on +/-18.65 gross acres located at the southwest corner of Pecos Road and Alma School Road in Chandler, Arizona. As shown in ***Exhibit 1, Site Context***, the project site is made up of one existing parcel APN: 303-26-003P. The property is currently being utilized for agricultural uses. This request is to amend the zoning and preliminary development plan of the subject property from Planned Area Development (PAD) for an office park with ancillary retail and restaurant uses, including a Mid-Rise Overlay for building Height up to 75 feet to Planned Area Development (PAD) for the Costco Business Center and Fuel Center based upon the C-2 Community Commercial District.

This use is appropriate for this area and site which is currently zoned for retail use and office space. With the proposed reduced building square footage, removal of the parking garage, and substantial landscaping, this use better suits the area and supports the needs of local small business as well as residents. Approval of this proposal will allow for a new commercial corner that will complement the existing commercial uses, parks, schools, residential, employment and religious uses that surround it.





B. SITE, SURROUNDING AREA, AND EXISTING ZONING

The Site is designated on the City's General Plan as Neighborhoods. The Neighborhood designation allows for a variety of non-residential uses. **See Exhibit 2, Chandler General Plan**. The site is currently zoned PAD and designated for an Office Park with ancillary retail and restaurant uses, including a Mid-Rise Overlay for building Height up to 75 feet. This office park has not been developed and the Site is currently use for agricultural purposes. This request will allow for the development of the site in a manner that is less impactful from a peak hour traffic aspect while also serving local small business and residents through the Business Center and Fuel Center. The Site is bounded by multifamily use Camden Pecos Ranch Apartments to the west, multifamily use The Casitas at San Marcos to the north, the Banner Medical Office complex to the east, and Loop 202 to the south. This location also provides excellent access to the freeway.

C. PROPOSED PRELIMINARY DEVELOPMENT PLAN

1. Site Layout

The proposed Preliminary Development Plan is designed to be mindful of the existing neighbors as well as provide an inviting and convenient destination for local business owners and residents. The proposed building is planned to be approximately 170,500 square feet and be located in the southwest corner of the Site. This is a significant reduction from the Office Park use previously approved that allowed for 400,000 square feet of office space with ancillary retail spaces as well as a four-story parking garage located only 20 feet from the existing multifamily use to the west. The proposed plan provides a 60-foot setback from the western property line to the building face. The proposed use also has a maximum height of 36 feet for buildings. The previously approved use had a maximum height of 75 feet. The location of the Fuel Center was carefully coordinated with city staff to manage queueing for the fuel dispensers. Proper circulation and adequate storage lengths along with the proposed signal improvements were analyzed in the decision of placing the Fuel Center at the southeast corner of the project. The location of the Fuel Center provides appropriate visibility while reducing the potential for traffic conflicts offsite. **See Exhibit 3, Site Plan.**

2. Architecture

The overall theme for the building is a contemporary design focused on clean, simple lines that is attractive and consistent with the design standards for the City of Chandler while also being recognizable as a Costco Business Center. **See Exhibit 4, Building Elevations**. The architecture features undulating roof heights, alternating materials and horizontal relief to break up the massing. Pedestrian elements such as trellis and shade structures at seating areas were incorporated to enhance the pedestrian experience. Variations in the neutral colors including Taupe, Sandstone, and Bronze have been utilized to match the desert background and are consistent and appropriate within the context of the area. See Exhibit X, Color & Materials Board.

3. Landscaping

The landscaping for the project has been designed per the development requirements of the City to create an attractive appearance for the overall development and community. See Exhibit 5, Landscape Plan. The southwest corner of the intersection of South Pecos Road and West Alma School Road will have a 50' landscape buffer consisting of earthen berms, a screening hedge, meandering trees and unique cacti and succulent species. The enhanced landscape corner treatment at South Alma School Road and West Pecos Road will be a palette of palms, accent shrubs and succulents, earthen berms, boulders, and rock creating an impactful landscape statement for the neighborhood. The site landscape design will create appropriate shade and buffer areas within and along the perimeters of the site while providing an attractive appearance for the overall development. The site parking field and perimeter will be planted with a sustainable, colorful, and attractive plant palette to draw interest to and through the Site. The west property line adjacent to the multi-family development, Dissimilar Buffer, will be planted with screening trees at twenty feet (20') on center and interspersed with dense shade trees planter at forty feet (40') on center, creating a dense screen between the proposed development and the adjacent use.

D. DEVELOPMENT STANDARDS

Below are the proposed Costco Chandler Business Center PAD development standards compared to the previously approved (March 31, 2016) Santan Office Campus DVR15-0041.

Table 1 – PAD Comparison

	Previous Approval	**2024 Proposal**
Proposed Use	Office Park with Mid-Rise Overlay	**Costco Business Center**
Parcels	303-26-003P	**303-26-003P**
Acreage	±18.65Acres	**±18.65 Acres**
Building Height Allowed	75' (4-Stories)	**36' (1-Story)**
Zoning	PAD	**PAD**
Underlying Zoning	C-2	**C-2**
Min. Rear Building Setback	0'	**60'**

EXHIBIT 1 – SITE CONTEXT

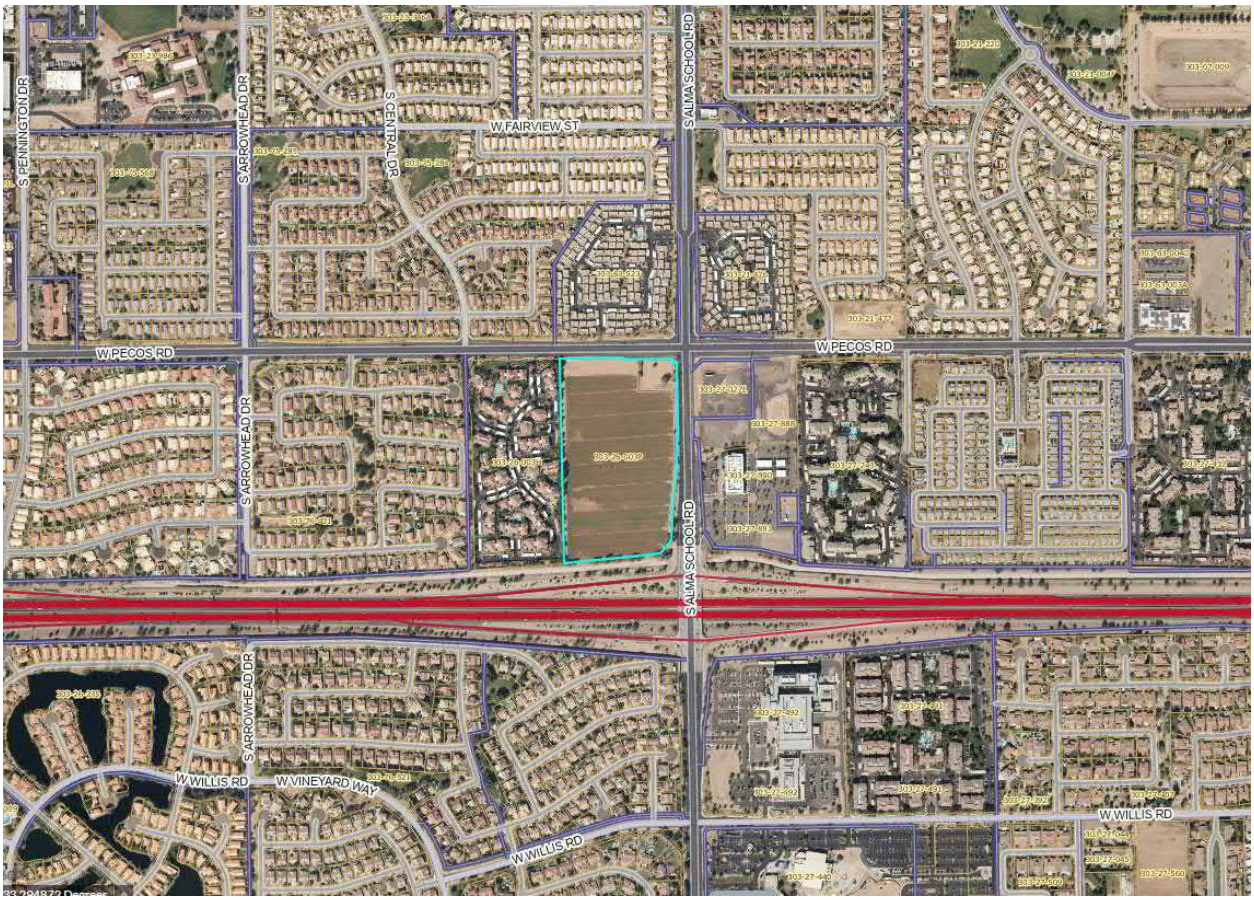
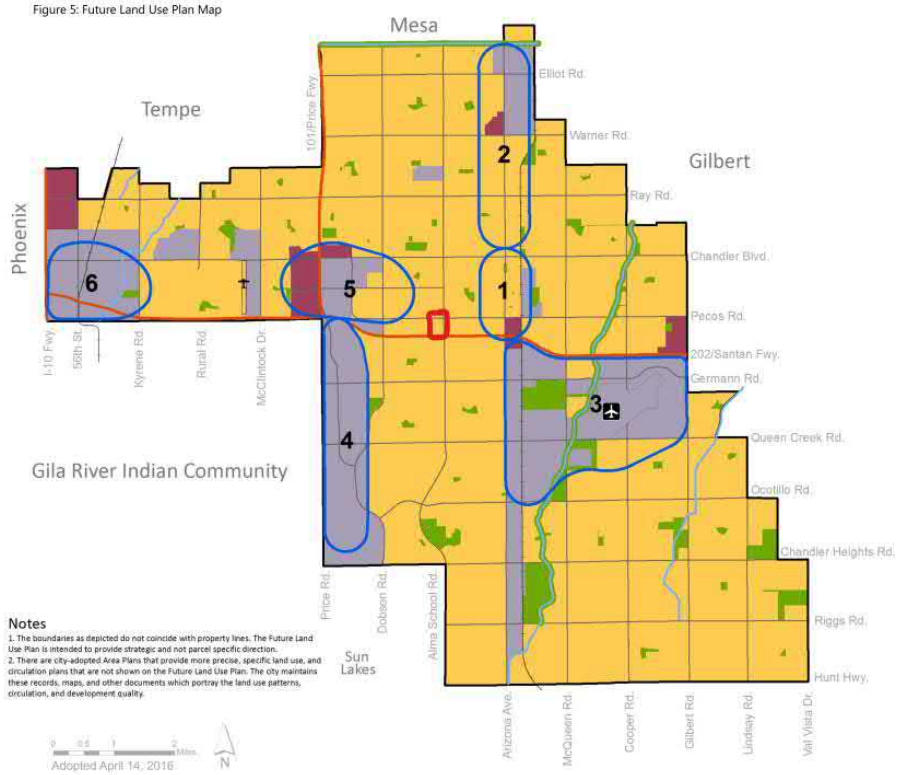


EXHIBIT 2 – CHANDLER GENERAL PLAN

Figure 5: Future Land Use Plan Map



Future Land Use Plan Map

Neighborhoods
This category allows a range of residential densities and a variety of non-residential uses such as commercial, institutional, public facilities, and commercial offices based upon location and other criteria as described in the text of the general plan.

Regional Commercial
Major regional commercial uses such as shopping malls, power centers, large single-use retail, and other commercial centers. As described in the general plan text, these locations are eligible for consideration of urban-style mixed-use developments. Other supportive land uses that may be allowed include large offices and mixed residential densities.

Employment
Major employers, knowledge-based employers, industrial/business parks, and industrial support uses. A compatible mix of supporting commercial uses and residential densities as an integral component may be considered as described in the General Plan text, growth area policies, and area plans.

Recreation/Open Space
Public parks and open spaces shown are greater than approximately five acres. Refer to the Parks and Open Space Map for more information.

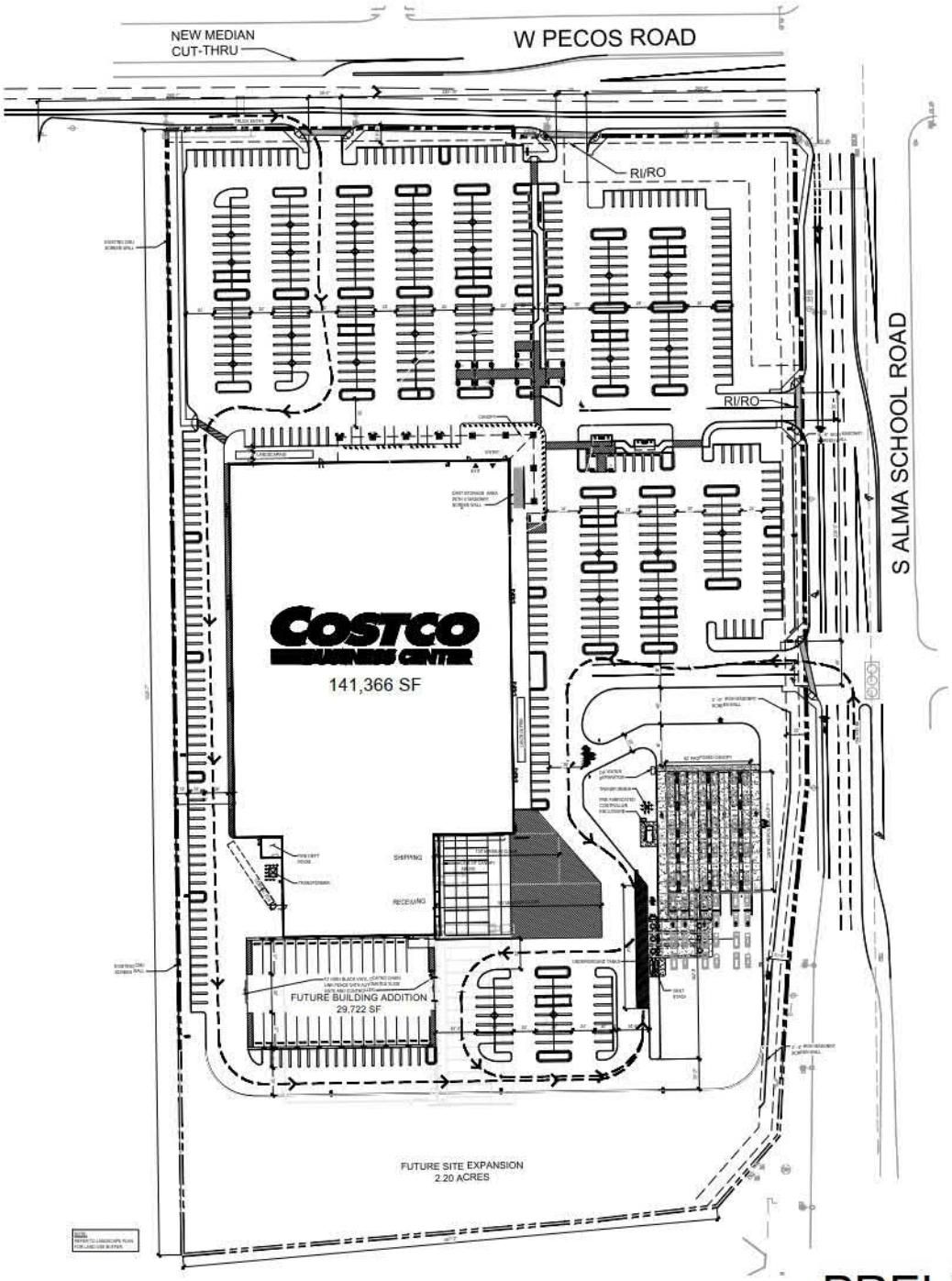
Growth Areas
Targeted areas suitable for planned multimodal transportation and infrastructure expansion and improvements designed to support economic growth with a planned concentration of a variety of uses such as residential, office, commercial, tourism, and industrial. A.R.S. §9-461.05

1. Downtown Chandler
2. North Arizona Avenue
3. Chandler Airpark
4. South Price Road Corridor
5. Medical/Regional Retail
6. I-10/Loop 202

CHANDLER GENERAL PLAN 2016 *a vision refined*

21

Exhibit 3 - site plan



PROJECT DATA

PROJECT ADDRESS: SWC OF W. PECOS RD & S. ALMA SCHOOL RD CHANDLER, AZ

SITE DATA:

TOTAL SITE AREA: 18.57 ACRES (808,909 SF)
INCLUDES:
SITE AREA: 16.37 ACRES
FUTURE EXPANSION AREA: 2.20 ACRES

JURISDICTION: CITY OF CHANDLER

ZONING: PLANNED AREA DEVELOPMENT

SETBACKS:	REQUIRED	ACTUAL
FRONT:	50'	FRONT: TBD
SIDE:	5'	SIDE: TBD
REAR:	20'	REAR: TBD

BOUNDARIES INFORMATION: THIS PLAN HAS BEEN PREPARED BY MG2 CORPORATION USING A SURVEY BY INNOVATION GROUP, INC DATED 10.26.15

BUILDING DATA:

TOTAL BUILDING FOOTPRINT AREA: 140,740 SF
FUTURE TOTAL: 170,462 SF
INCLUDES:
WAREHOUSE MAIN LEVEL 133,686 SF
FUTURE WAREHOUSE ADDITION 29,722 SF
OPEN CANOPY FOOTPRINT AREA: 6,985 SF

PARKING DATA:

TOTAL PARKING: 603 STALLS

INCLUDES:
10' WIDE STALLS 579 STALLS
10' WIDE LOADING ZONE STALLS 12 STALLS
ACCESSIBLE STALLS (2 PER 100) 12 STALLS

NUMBER OF STALLS PER 1000 SF OF BUILDING AREA: 4.28 STALLS

TRUCK STALLS 32 STALLS

JURISDICTIONAL PARKING REQUIRED (1 PARKING STALL PER 250 SF): 536 STALLS

NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.

0 25' 50' 100'
1" = 50'-0"

SWC OF W PECOS RD & S ALMA SCHOOL RD CHANDLER, AZ

MG2

23-5956-01
OCTOBER 2, 2024

PRELIMINARY SITE PLAN

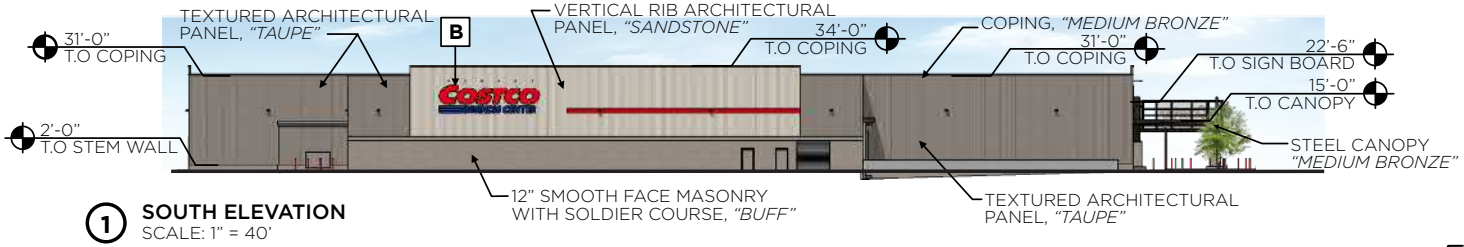
DD11-12

PRELIMINARY SITE PLAN

CHANDLER (PECOS), ARIZONA

OCTOBER 02, 2024

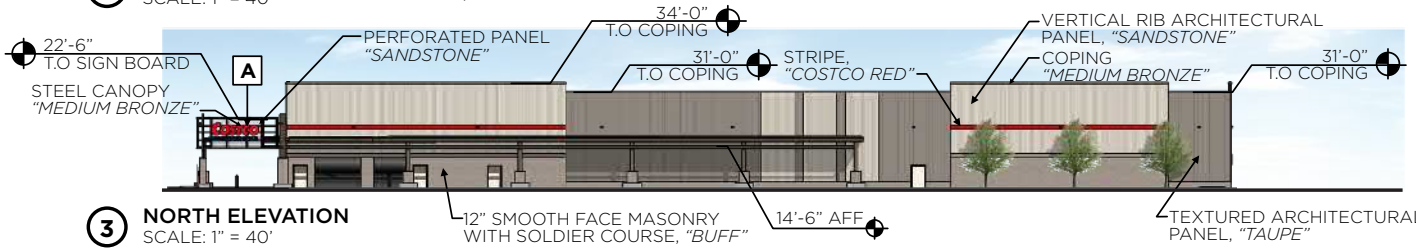
Exhibit 4 - building elevations



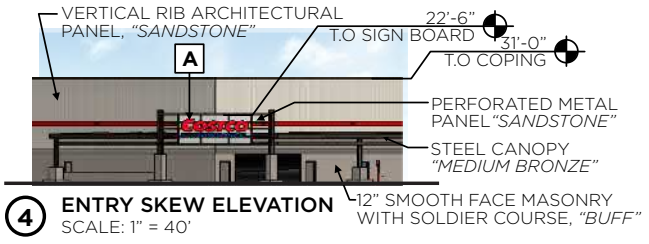
1 SOUTH ELEVATION
SCALE: 1" = 40'



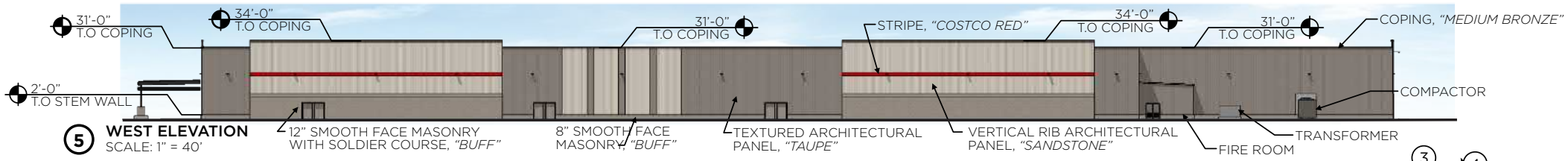
2 EAST ELEVATION
SCALE: 1" = 40'



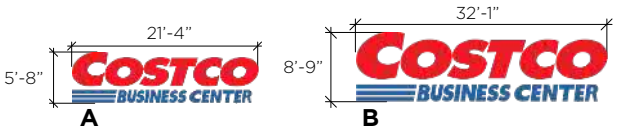
3 NORTH ELEVATION
SCALE: 1" = 40'



4 ENTRY SKEW ELEVATION
SCALE: 1" = 40'



5 WEST ELEVATION
SCALE: 1" = 40'



6 SIGN PACKAGE

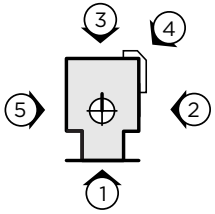
ELEVATION MATERIAL PERCENTAGES

MATERIAL	ELEVATION			
	WEST	NORTH	EAST	SOUTH
SMOOTH FACE CMU "BUFF"	2,918 SF 21%	1,709 SF 18%	2,550 SF 15%	2,022 SF 21%
CONCRETE "NATURAL"		1,585 SF 9%		
VERTICAL RIB ARCHITECTURAL METAL PANEL "TAUPE" AND "SANDSTONE"	10,7253SF 79%	7,636 SF 82%	13,153 SF 76%	7,773 SF 79%

*CALCULATION DOES NOT INCLUDE EXTERIOR DOORS OR TIRE CENTER DOORS

SIGN TABLE

IDENTITY	QUANTITY	SIGN	SIZE	AREA (EACH)	TOTAL SF
A	1	COSTCO BUSINESS CENTER	4'-0" C	105 SF	**105 SF**
B	2	COSTCO BUSINESS CENTER	6'-0" C	223 SF	**446 SF**
			TOTAL SIGN AREA:		**551 SF**



MG2

OCTOBER 03, 2024
23-5956-01
CHANDLER PECOS BUSINESS CENTER

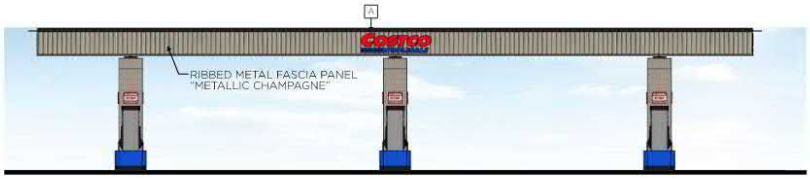
CONCEPT WAREHOUSE ELEVATION

COSTCO BUSINESS CENTER

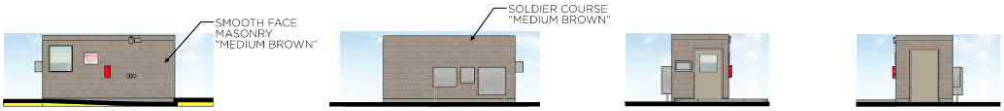
EXHIBIT 5 – FUEL CANOPY ELEVATIONS



1 EAST / WEST ELEVATION
SCALE: 1" = 10'



2 SOUTH / NORTH ELEVATION
SCALE: 1" = 10'



3 CONTROLLER / DATA HUT
SCALE: 1" = 10'

COSTCO WHOLESALE

A

3 CANOPY SIGNS
SCALE: 1/4 = 1"

SIGN TABLE

IDENTITY	QUANTITY	SIGN	SIZE	AREA (EACH)	TOTAL SF
A	4	CANOPY SIGN	8'-6 5/8" X 2'-5 1/4"	21 SF	84 SF
			TOTAL SIGN AREA:		84 SF

MG2

NOVEMBER 05, 2024
23-5956-01
CHANDLER PECOS BUSINESS CENTER

CONCEPT FUEL ELEVATIONS

COSTCO BUSINESS CENTER

Exhibit 6 - Landscape plan

All shrub areas shall be irrigated with point source emitters, Rain Bird Xrei-Bug, trees with Rain Bird Root Watering systems.

The controller shall be "weather based"



PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CAL	H/W	BOX SIZE	QTY
TREES					
	Acacia aneura / Mulga	1-1/2"		24" Box	61
	Chilopsis linearis / Desert Willow	2-1/2"		36" Box Low Branching	14
	Fraxinus velutina `Arizona` / Arizona Ash	3"		48" Box	17
	Phoenix dactylifera / Date Palm	.	12' BT		6
	Pistacia chinensis / Chinese Pistache Multi-Trunk	2-1/2"		36" Box Single Trunk	88
	Tipuana tipu / Tipu Tree	1-1/2"		24" Box	87
	Ulmus parvifolia 'True Green' / True Green Lacebark Elm	1-1/2"		24" Box Single Trunk	101

SYMBOL	BOTANICAL / COMMON NAME	CONT	SPACING	H/W	QTY
SHRUBS					
	Agave americana 'Medio-picta Alba' / Striped Century Plant	5 Gal		Full in Can	20
	Caesalpinia pulcherrima / Red Bird Of Paradise	5 Gal		Full in Can	467
	Dasylirion quadrangulatum / Mexican Grass Tree	5 Gal		Full in Can	54
	Encelia farinosa / Brittlebush	5 Gal		Full in Can	292
	Fouquieria splendens / Ocotillo	3-4 canes 48" tall			40
	Hesperaloe parviflora `Dwarf Yellow` / Dark Yellow Yucca	5 Gal		Full in Can	357
	Leucophyllum frutescens `Green Cloud` TM / Green Cloud Texas Ranger	5 Gal		36"H x 24"W	424
	Leucophyllum langmaniae 'Rio Bravo' TM / Barometerbush	15 Gal		Full in Can	443
	Leucophyllum x 'Rain Cloud' / Rain Cloud Barometerbush	15 Gal		Full in Can	198
	Verbena peruviana 'Balfireitim' / Firehouse™ White Peruvian Verbena	1 Gal		Full in Can	500

ROCK & DECOMPOSED GRANITE

SYMBOL	DESCRIPTION	QTY
	Brown Fractured Rip Rap	721 cy
	Brown Fracture 1-1/4" Screened @ 2.5" depth	762 cy
	Durango Angular Boulders. 6-8' diamter. Decorative Stone solutions or equal.	12
	Stablzed Native Desert Soil. Soilworks SoilTac	61,624 sf

LANDSCAPE AREA

DESCRIPTION	QTY
Site Landscape Area	150,011 sf
Street Frontage Landscape Area	26,666 sf
Street Frontage LF	1,612 lf
Perimeter Landscape LF	147 lf
Dissimilar Land Use Buffer	1,221 lf
Parking Area Landscape	38,502 sf

NORTH

SCALE: 1" = 40'

SWC OF W PECOS RD & S ALMA SCHOOL RD
CHANDLER, AZ

CCA
CUMMINGS CURLEY ASSOCIATES, INC

00-0000-00
OCTOBER 3 2024

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-006

Date: February 20, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
From: Darsy Omer, Associate Planner
Subject: ANX24-0006 Annexation of Certain Right of Way in the City of Chandler
Adoption of Resolution No. 5873
Request: Annexation of County Right-of-Way at the following locations: on a portion of Chandler Heights south of the Southwest corner of Chandler Heights Road and Alma School Road, on a portion of Appleby Road west of the consolidated canal, on a portion of Chandler Heights Road between Arizona Avenue and east of the Union Pacific Railroad, on a portion of Chandler Boulevard between McQueen Road and Lakeview Boulevard, and on a portion of Frye Road between Gilbert Road and Country Place.
Location: Multiple locations within R.O.W
Applicant: City of Chandler

Proposed Motion:

Move City Council pass and adopt Resolution No. 5873 approving annexation of county right-of-way located at the following locations: on a portion of Chandler Heights South of the Southwest corner of Chandler Heights Road and Alma School Road, on a portion of Appleby Road west of the consolidated canal, on a portion of Chandler Heights Road between Arizona Avenue and east of the Union Pacific Railroad, on a portion of Chandler Boulevard between McQueen Road and Lakeview Boulevard, and on a portion of Frye Road between Gilbert Road and Country Place; contingent upon approval by Maricopa County.

Background Data:

- The request includes mapping cleanup and some mutually agreed areas to annex.
- The Maricopa County Department of Transportation (MCDOT) maintains various roadways within and around Chandler under County jurisdiction.
- Through discussions with MCDOT, the city has agreed to annex five (5) roadway right-of-way areas that are already improved to city standards or benefit the city for future project considerations and permitting requirements.

Surrounding Land Use Data:

The proposed right-of-way annexations are located in multiple locations within the City of Chandler corporate limits. Most of the subject sites are located near residential or City-owned property.

Utility Service

Not applicable.

Staff Comments

Staff has circulated the request among City departments and no negative comments have been received.

Attachments

Resolution 5873
Vicinity Map 1
Vicinity Map 2
Vicinity Map 3
Vicinity Map 4
Vicinity Map 5

RESOLUTION NO. 5873

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ANNEXATION OF CERTAIN COUNTY-OWNED RIGHT-OF-WAY AT THE FOLLOWING LOCATIONS: ON A PORTION OF CHANDLER HEIGHTS ROAD SOUTH OF THE SOUTHWEST CORNER OF CHANDLER HEIGHTS ROAD AND ALMA SCHOOL ROAD; ON A PORTION OF APPLEBY ROAD WEST OF THE CONSOLIDATED CANAL; ON A PORTION OF CHANDLER HEIGHTS ROAD BETWEEN ARIZONA AVENUE AND EAST OF THE UNION PACIFIC RAILROAD; ON A PORTION OF CHANDLER BOULEVARD BETWEEN MCQUEEN ROAD AND LAKEVIEW BOULEVARD; AND ON A PORTION OF FRYE ROAD BETWEEN GILBERT ROAD AND COUNTRY PLACE, WHICH RIGHT-OF-WAY WILL BE TRANSFERRED TO THE CITY OF CHANDLER CONTINGENT UPON THE APPROVAL OF THE MARICOPA COUNTY BOARD OF SUPERVISORS.

WHEREAS, A.R.S. §9-471(O) provides that a county right-of-way or roadway may be transferred to an adjacent city or town by mutual consent of the governing bodies of the county and the receiving city or town (a) if the property transferred is adjacent to the receiving city or town and (b) if the city or town and the county each approve the proposed transfer as a published agenda item at a regular public meeting of their governing bodies; and

WHEREAS, pursuant to A.R.S. §9-471(O), such a transfer of property shall be treated by the receiving city or town as if the transferred property was newly annexed territory; and

WHEREAS, the property to be transferred through this resolution is adjacent to the City of Chandler and consists of right-of-way or roadway located in an unincorporated portion of Maricopa County, as described and depicted in the map and legal descriptions attached hereto as Exhibit A, said exhibit being incorporated herein by this reference (hereinafter, the "Roadway"); and

WHEREAS, this resolution has been acted upon as a published agenda item at a regular public meeting of the Chandler City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section 1**.** Pursuant to the provisions of A.R.S. §9-471(O), and contingent upon approval of the Maricopa County Board of Supervisors, the City of Chandler does hereby approve and consent to the transfer by Maricopa County to the City of Chandler of the Roadway, as depicted and legally described in attached Exhibit A.

Section 2. Upon completion of the transfer of the Roadway to the City of Chandler, the Roadway shall be treated by the City of Chandler as if the Roadway was

territory newly annexed into the corporate limits of the City of Chandler and made part of the City's roadway system.

Section 3. The City Clerk is hereby instructed to file and record a copy of this resolution, together with documentation of approval by the Maricopa County Board of Supervisors and an accurate map of the transferred property, certified by the Development Services Director of the City of Chandler or his designee, in the Office of the County Recorder of Maricopa County, Arizona.

Section 4. The Development Services Director of the City of Chandler or his designee is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of the City of Chandler Land Use and Zoning Code in compliance with this resolution.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ___ day of _____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5873 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting was held on the _____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

EXHIBIT ‘A’
Legal Description

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
ANNEXATION
CITY OF CHANDLER

A parcel of land being part of the Northeast Quarter of Section 29, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a found brass cap in handhole marking the Northeast Corner of said Section 29 from which a found brass cap in handhole marking the East Quarter Corner of said Section 29 bears South 00 degrees 26 minutes 49 seconds East a distance of 2644.40 feet said line being the East line of the Northeast Quarter and being the basis of bearing;

Thence South 00 degrees 26 minutes 49 seconds East a distance of 33.00 feet along the West line of City of Chandler Annexation Ordinance Number 2776 recorded in Document Number 1998-0063281 official records of Maricopa County, Arizona, said line also being said East line of the Northeast Quarter of said Section 29;

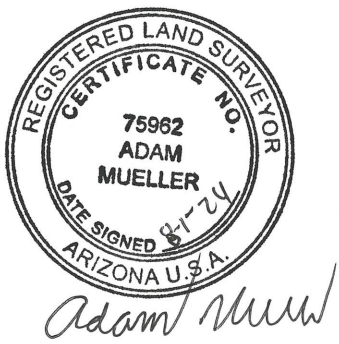
Thence departing said section line South 89 degrees 10 minutes 28 seconds West a distance of 70.00 feet;

Thence North 00 degrees 26 minutes 49 seconds West a distance of 33.00 feet to a point on the South line of City of Chandler Ordinance Number 2612 recorded in Document Number 1996-0144741 official records of Maricopa County, Arizona also being the North line of the Northeast Quarter of said Section 29;

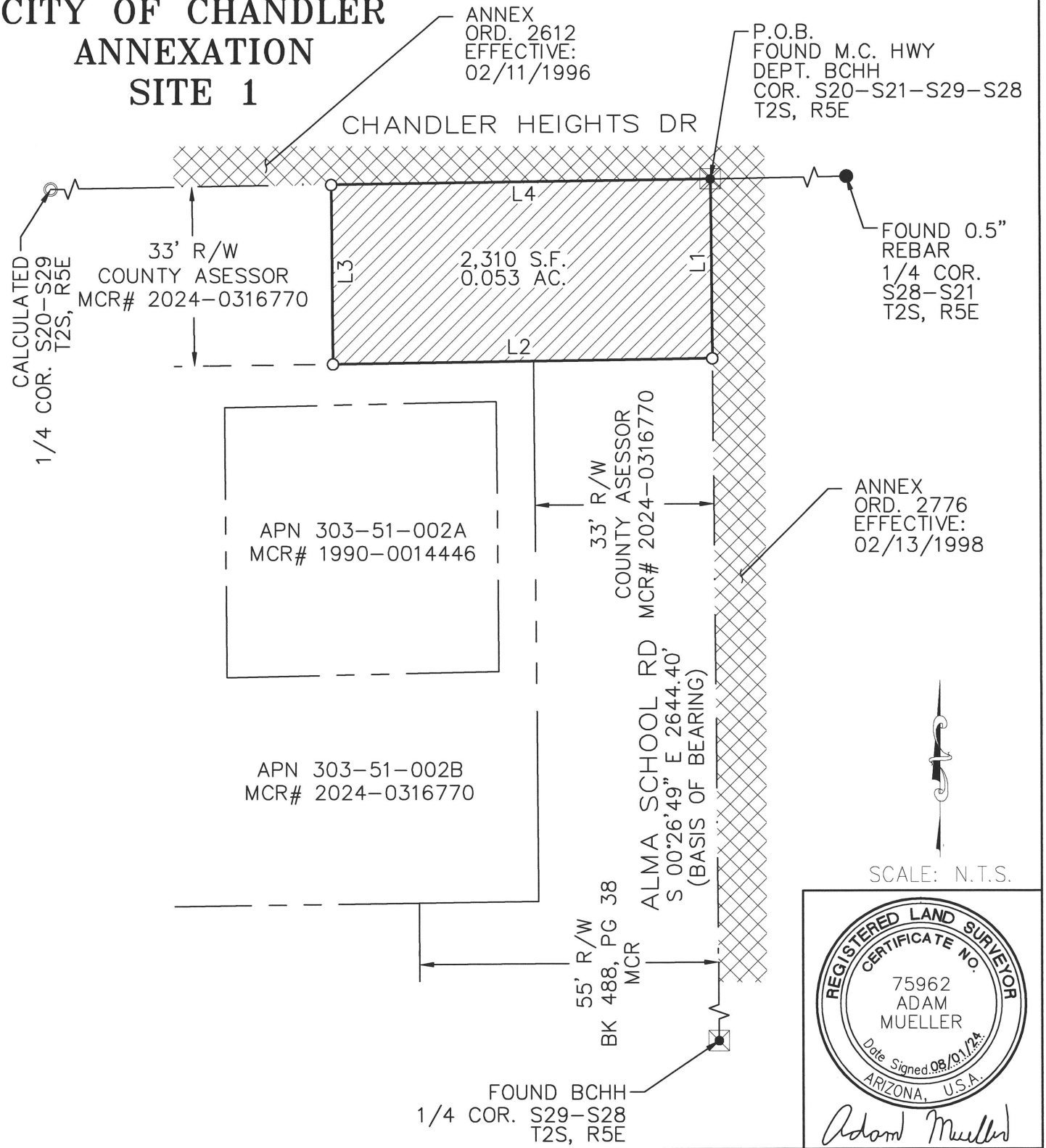
Thence North 89 degrees 10 minutes 28 seconds along said North Line a distance of 70.00 feet to the **POINT OF BEGINNING**.

Containing an area of 2,310 square feet or 0.053 acres, more or less.

See attached Exhibit "B"



CITY OF CHANDLER ANNEXATION SITE 1



SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 08/01/24
ARIZONA, U.S.A.

Adam Mueller

LEGEND

PROPOSED ANNEX

EXISTING ANNEX

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 29 BEARING S 00°26'49" E

Entellus™
3033 N. 44th Street, Suite 250
Phoenix, AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF CHANDLER
ANNEXATIONS & DE-ANNEXATIONS
SECTION 29, T2S, R5E
ANNEXATION
SITE 1

DATE: 08/1/24	REV'D:	
DRAWN BY: JTP	CHK'D: DGF	PG: 2 OF 3
FILE: 615109C_SITE 1_ANNEX.DWG		

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S0° 26' 49"E	33.00'
L2	S89° 10' 28"W	70.00'
L3	N0° 26' 49"W	33.00'
L4	N89° 10' 28"E	70.00'



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Phoenix. AZ 85018
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Fax 602.244.8947
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LINE AND DATA TABLE

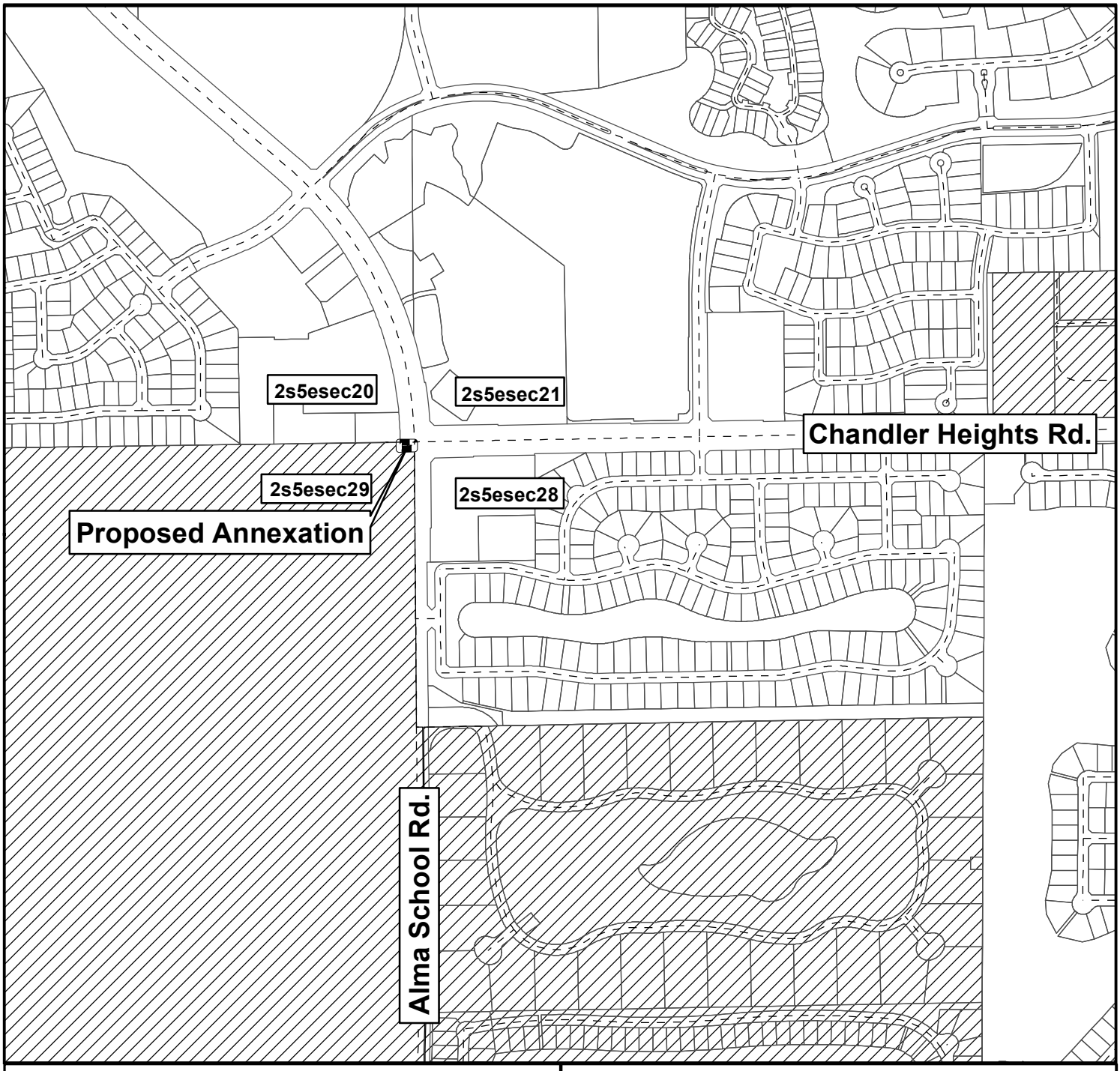
CITY OF CHANDLER
ANNEXATIONS & DE-ANNEXATIONS
SECTION 29, T2S, R5E
ANNEXATION
SITE 1

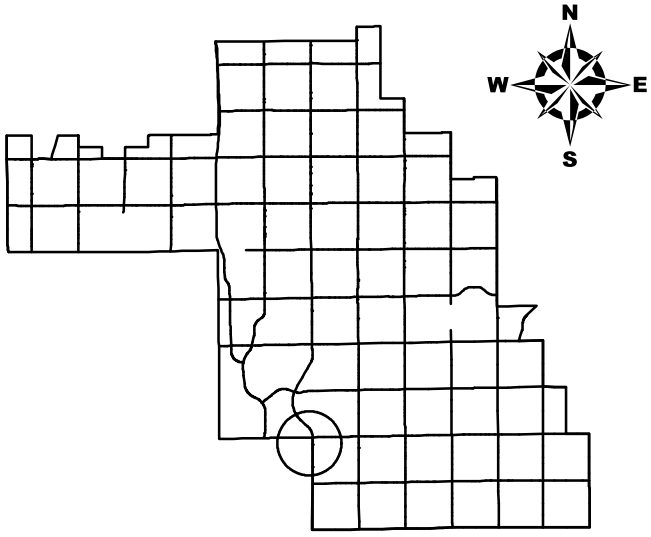
DATE: 07/31/24	REV'D:	
DRAWN BY: JTP	CHK'D: DGF	PG:3 OF 3
FILE: 615109C_SITE 1_ANNEX.DWG		

615109C ANNEX SITE 1 CLOSURE Polyline Report Wed Jul 31 12:12:25 2024

Northing	Easting	Bearing	Distance
212239.752	17814.355		
		S 00°26'49" E	33.001
212206.752	17814.613		
		S 89°10'28" W	70.002
212205.744	17744.618		
		N 00°26'49" W	33.001
212238.743	17744.361		
		N 89°10'28" E	70.002
212239.752	17814.355		

Closure Error Distance> 0.00000
Total Distance> 206.004
Polyline Area: 2310 sq ft, 0.0530 acres





City of Chandler 1/30/2025

Annexation Map

Resolution No.5873

Proposed Annexation

Portion of Chandler Heights Road Right-of-Way South of the Southwest Corner of Chandler Heights Road and Alma School Road

Incorporated Area

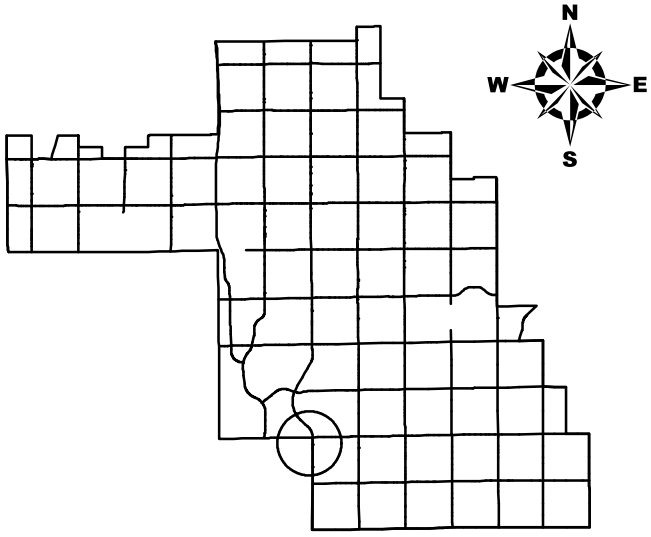
Unincorporated Area

0 200 400 800 1,200 1,600

Feet

Exhibit A





City of Chandler 1/30/2025

Annexation Map

Resolution No.5873

Proposed Annexation

Portion of Chandler Heights Road Right-of-Way South of the Southwest Corner of Chandler Heights Road and Alma School Road

Incorporated Area

Unincorporated Area

0 200 400 800 1,200 1,600 Feet

Exhibit A

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

EXHIBIT "A"

LEGAL DESCRIPTION FOR
ANNEXATION AREA
CITY OF CHANDLER

A parcel of land being part of the Northeast Quarter of Section 15, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at a found Maricopa County Department of Transportation Brass Cap in Handhole marking the Center Quarter Corner of said Section 15 from which City of Chandler Brass Cap Flush marking the East Quarter Corner of said Section 15 bears North 89 degrees 04 minutes 06 seconds East, a distance of 2625.39 feet said line being the South line of said Northeast Quarter, and being the basis of bearing;

Thence North 89 degrees 04 minutes 06 East along the South line of said Northeast Quarter a distance of 755.02 feet to **THE POINT OF BEGINNING;**

Thence North 00 degrees 55 minutes 54 seconds West a distance of 25.00 feet to the Northerly Right of Way Line of a 25 foot county road according to Book 2 of Roads Page 66 official records of Maricopa County, Arizona;

Thence North 89 degrees 04 minutes 06 seconds East along said right of way line a distance of 1479.20 feet to the Westerly Right of Way Line of the Consolidated Canal according to Book 215 of Maps Page 8 records of Maricopa County, Arizona;

Thence South 27 degrees 19 minutes 30 seconds West along said right of way line a distance of 28.23 feet;

Thence continuing along said right of way line South 37 degrees 41 minutes 20 seconds West a distance of 0.17 feet to the said south line of the Northeast Quarter;

Thence South 89 degrees 04 minutes 06 seconds West along said South line a distance of 1465.72 feet to **THE POINT OF BEGINNING.**

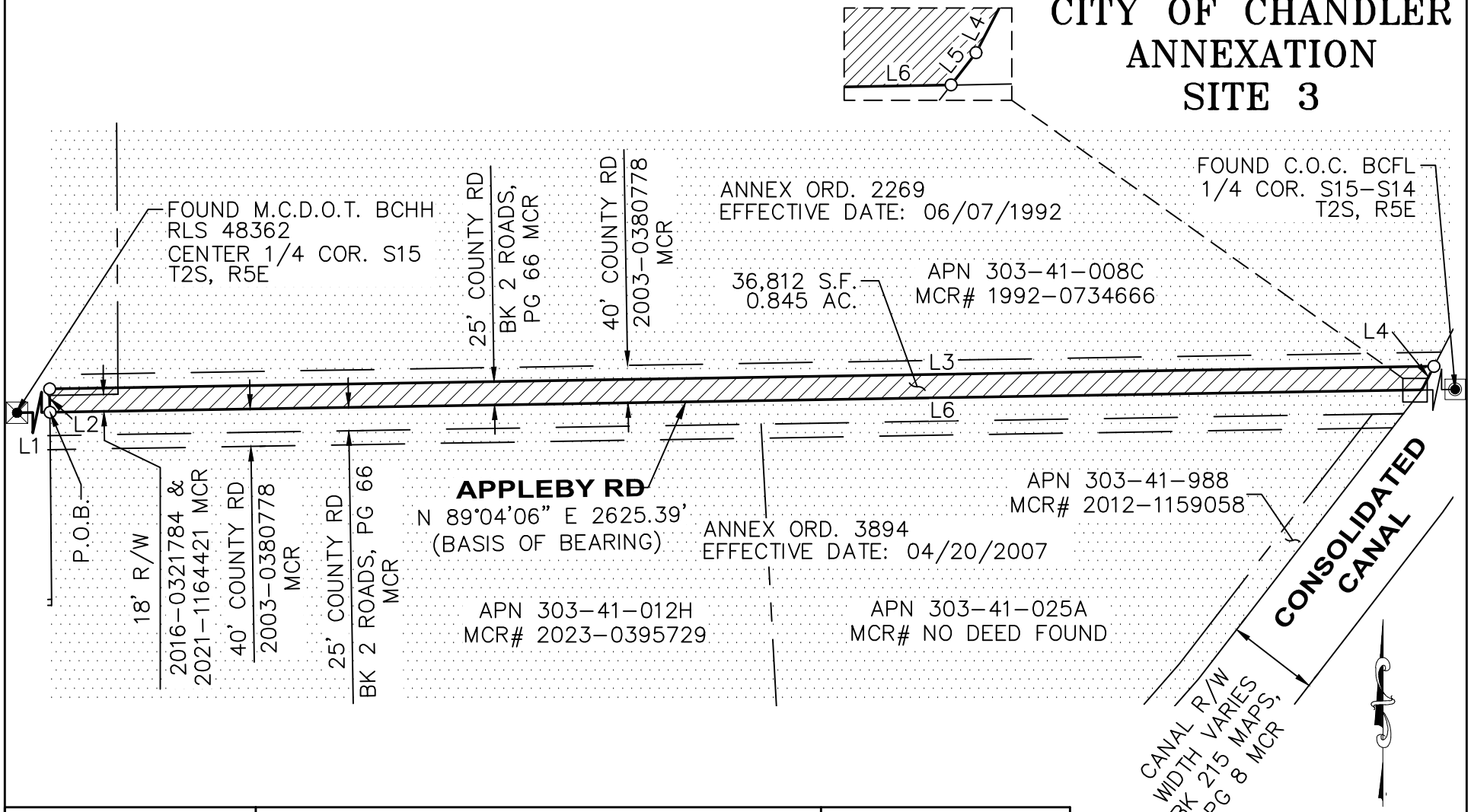
Containing an area of 36,812 square feet or 0.845 acres, more or less.

See attached Exhibit "B"

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
DATE SIGNED 05-15-24
ARIZONA U.S.A.

Adam Mueller

CITY OF CHANDLER
ANNEXATION
SITE 3



SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 05/15/24
ARIZONA, U.S.A.

Adam Mueller

LEGEND

PROPOSED ANNEX

EXISTING ANNEX

BASIS OF BEARING

THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 15 BEARING N 89°04'06" E

Entellus™
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Phoenix. AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF CHANDLER

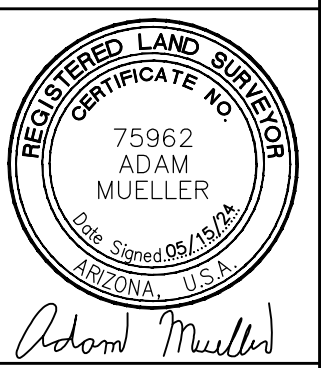
ANNEXATIONS & DE-ANNEXATIONS

SECTION 15, T2S, R5E

ANNEXATION SITE 3

DATE: 5/15/24	REV'D:	
DRAWN BY: JTP	CHK'D: DGF	PG:2 OF 3
FILE: 615109C_SITE 3_ANNEX.DWG		

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89° 04' 06"E	755.02'
L2	N0° 55' 54"W	25.00'
L3	N89° 04' 06"E	1479.20'
L4	S27° 19' 30"W	28.23'
L5	S37° 41' 20"W	0.17'
L6	S89° 04' 06"W	1465.72'



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Website: www.Entellus.com

LINE AND DATA TABLE

CITY OF CHANDLER

ANNEXATIONS & DE-ANNEXATIONS

SECTION 15, T2S, R5E

ANNEXATION SITE 3

DATE: 4/16/24 | REV'D:

DRAWN BY: JTP | CHK'D: DGF | PG:3 OF 3

FILE: 615109C_SITE 3_ANNEX.DWG

SITE 3 ANNEX TIE Polyline Report Fri May 3 14:23:21 2024

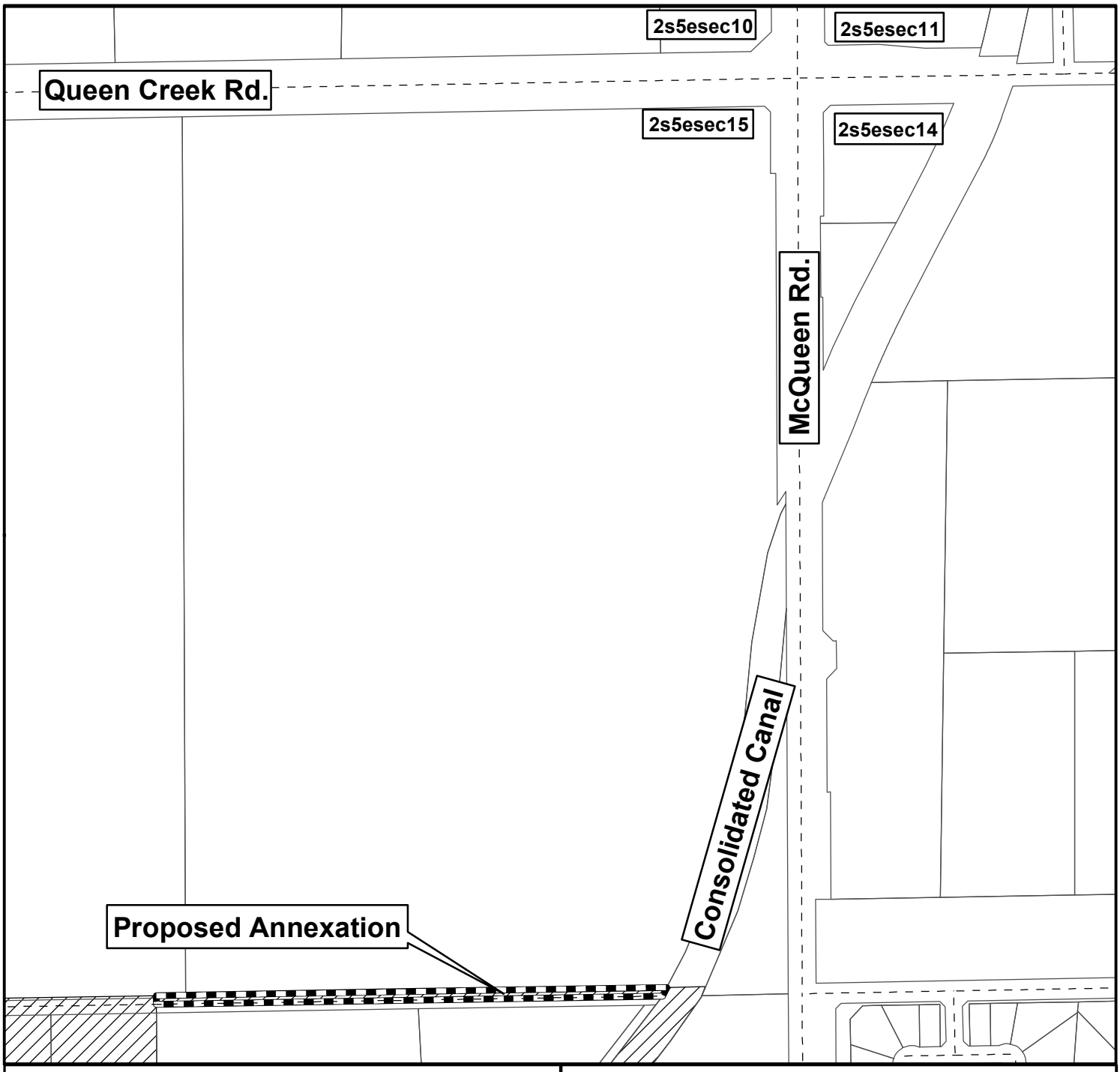
Northing	Easting	Bearing	Distance
220315.562	25677.609		
		N 89°04'06" E	755.018
220327.840	26432.527		

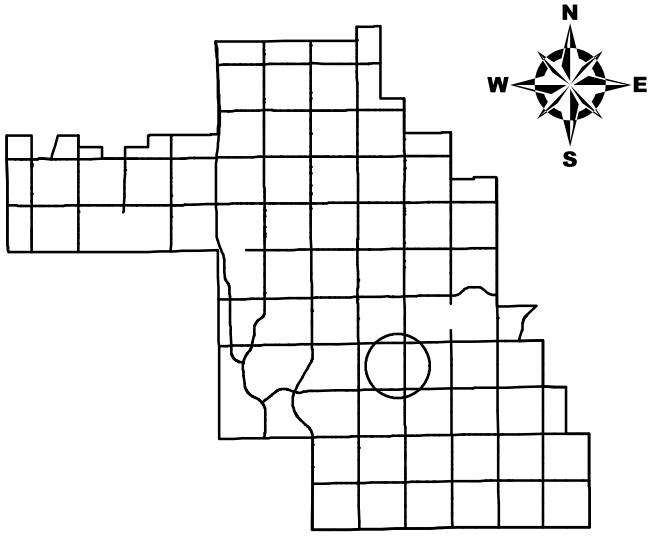
Closure Error Distance> 755.01779 Error Bearing> S 89°04'06" W
Closure Precision> 1 in 1.0 Total Distance> 755.018
Area not calculated because polyline not closed

SITE 3 ANNEX CLOSURE Polyline Report Fri May 3 14:23:58 2024

Northing	Easting	Bearing	Distance
220327.840	26432.527		
		N 00°55'54" W	25.000
220352.837	26432.120		
		N 89°04'06" E	1479.196
220376.891	27911.121		
		S 27°19'30" W	28.234
220351.808	27898.160		
		S 37°41'20" W	0.167
220351.676	27898.058		
		S 89°04'06" W	1465.725
220327.840	26432.527		

Closure Error Distance> 0.00000
Total Distance> 2998.322
Polyline Area: 36812 sq ft, 0.8451 acres





City of Chandler 1/30/2025

Annexation Map

Resolution No.5873

Proposed Annexation

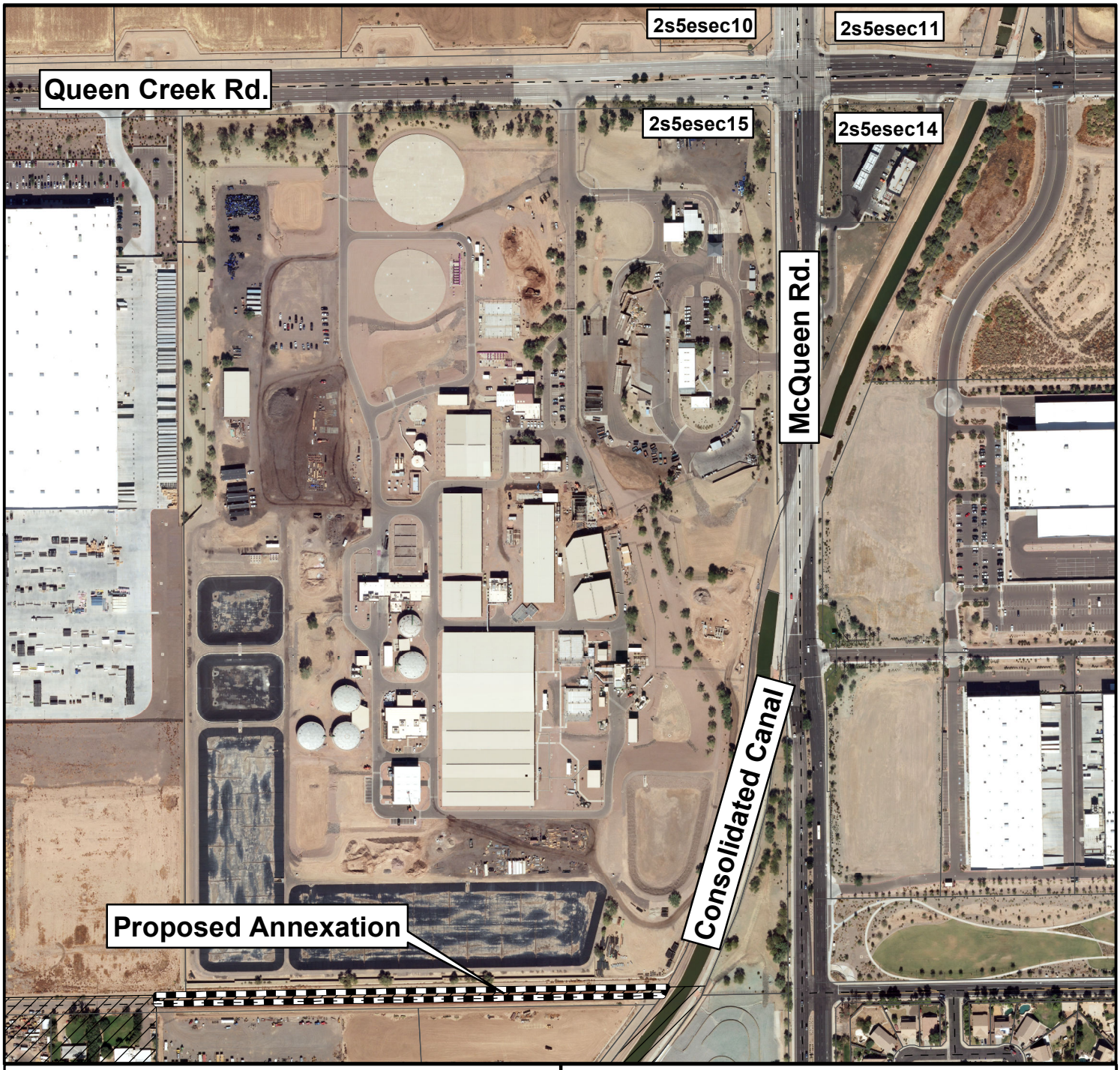
Portion of Appleby Road Right-of-Way
West of the Consolidated Canal

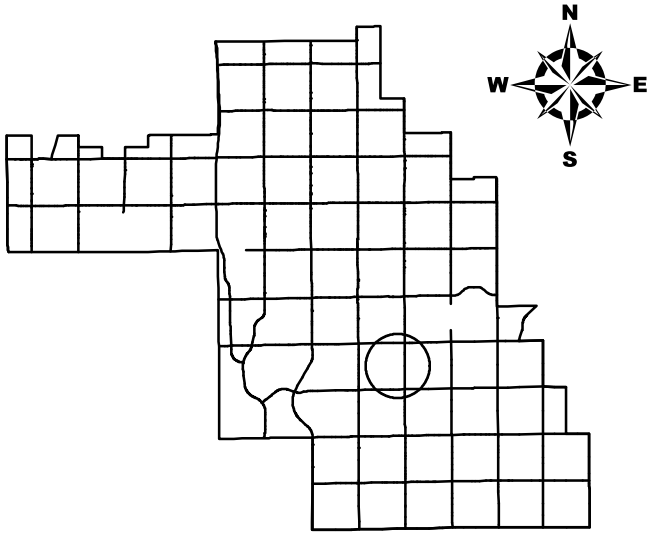
Incorporated Area

Unincorporated Area

0 125 250 500 750 1,000
Feet

Exhibit A





City of Chandler 1/30/2025

Annexation Map

Resolution No.5873

Proposed Annexation

Portion of Appleby Road Right-of-Way
West of the Consolidated Canal

Incorporated Area

Unincorporated Area

0 125 250 500 750 1,000
Feet

Exhibit A

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

EXHIBIT "A"

LEGAL DESCRIPTION FOR
ANNEXATION AREA
CITY OF CHANDLER

A parcel of land being part of the Southwest Quarter of Section 22, Township 2 South, Range 5 East and the Northwest Quarter of Section 27 of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at a found Maricopa County Department of Transportation Brass Cap in Handhole marking the Southwest Corner of Said Section 22 from which a found Maricopa County Highway Department Brass Cap in Handhole marking the South Quarter Corner of said Section 22 bears North 89 degrees 11 minutes 53 seconds East a distance of 2647.55 feet, said line being the South line of the Southwest Quarter of Section 22, and being the basis of bearing;

Thence North 89 degrees 11 minutes 53 seconds East along said South line a distance of 67.00 feet to the **POINT OF BEGINNING;**

Thence departing said South line North 00 degrees 21 minutes 13 seconds West a distance of 33.00 feet to the South line of Ordinance # 1188 recorded as document number 1983-0206019 official records of Maricopa County, Arizona

Thence North 89 degrees 11 minutes 53 seconds East along said line a distance of 1591.04 feet to the Westerly line of Ordinance # 1843 recorded as document number 1987-0415075 official records of Maricopa County;

Thence along said West line South 00 degrees 48 minutes 07 seconds East a distance of 98.00 feet to the Southerly line of a 65 foot right of way according to document number 2018-0295111 official records of Maricopa County Arizona;

Thence South 89 degrees 11 minutes 53 seconds West along said right of way line a distance of 195.01 feet;

Thence departing said right of way line North 00 degrees 17 minutes 51 seconds West a distance of 32.00 feet to the Southerly Right of Way line of a 33 foot county roadway as described in Book 1 of Roads Page 28 official records of Maricopa County;

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

Thence along said right of way line South 89 degrees 11 minutes 53 seconds West a distance of 105.00 feet to the Easterly Line of Ordinance # 3345 recorded as document number 2002-0488204 official records of Maricopa County, Arizona;

Thence along said East line North 00 degrees 17 minutes 51 seconds West a distance of 33.00 feet to the South line of the Southwest Quarter of Said section 22;

Thence along said South line South 89 degrees 11 minutes 53 seconds West a distance of 1291.86 feet to the **POINT OF BEGINNING.**

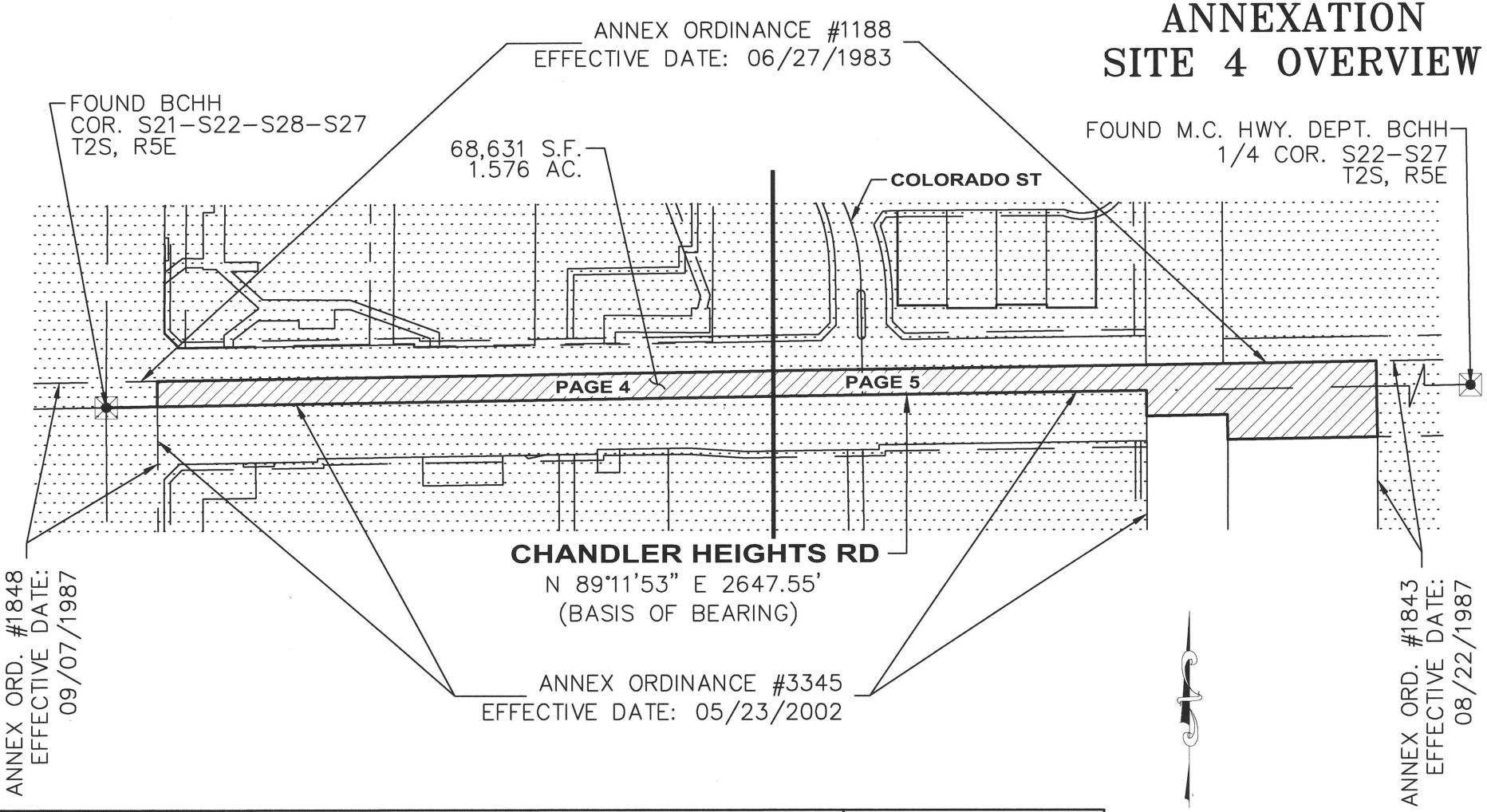
Containing an area of 68,631 square feet or 1.576 acres, more or less.

See attached Exhibit "B"

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
DATE SIGNED 10/15/24
ARIZONA U.S.A.

Adam Mueller

CITY OF CHANDLER
ANNEXATION
SITE 4 OVERVIEW



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 10/15/24
ARIZONA, U.S.A.

Adam Mueller

LEGEND

PROPOSED ANNEX

EXISTING ANNEX

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 22 BEARING N 89°11'53" E

Entellus™
3033 N. 44th Street, Suite 250
Phoenix. AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

SCALE: N.T.S.

CITY OF CHANDLER

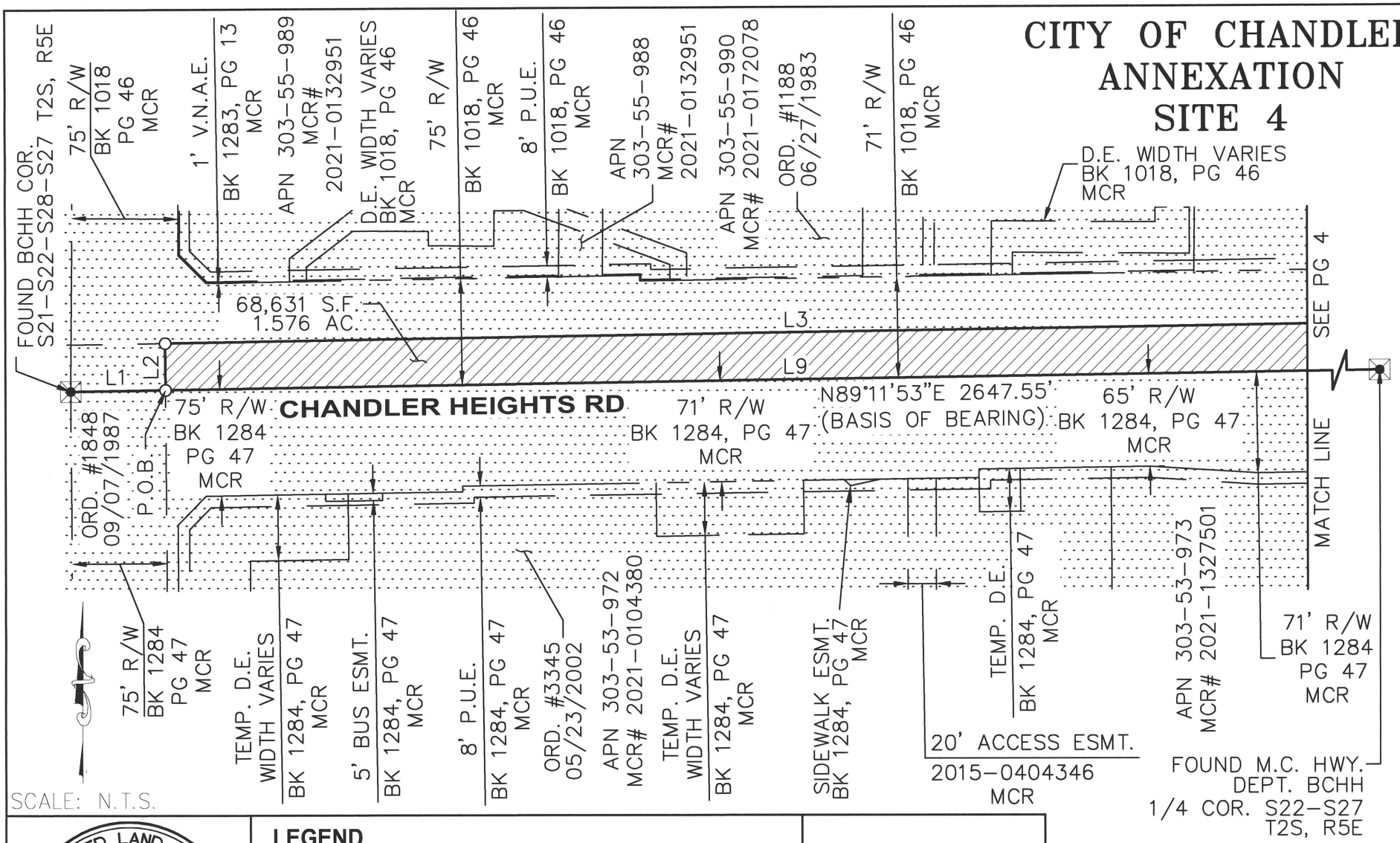
ANNEXATIONS & DE-ANNEXATIONS

SECTIONS 22 & 27, T2S, R5E

ANNEXATION SITE 4 OVERVIEW

DATE: 10/15/24	REV'D:	
DRAWN BY: JTP	CHK'D: DGF	PG:3 OF 6
FILE: 615109C_SITE 4_ANNEX_R1.DWG		

CITY OF CHANDLER ANNEXATION SITE 4



SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 10/15/24
ARIZONA, U.S.A.

Adam Mueller

LEGEND

PROPOSED ANNEX

EXISTING ANNEX

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 22 BEARING N 89°11'53" E

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Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF CHANDLER

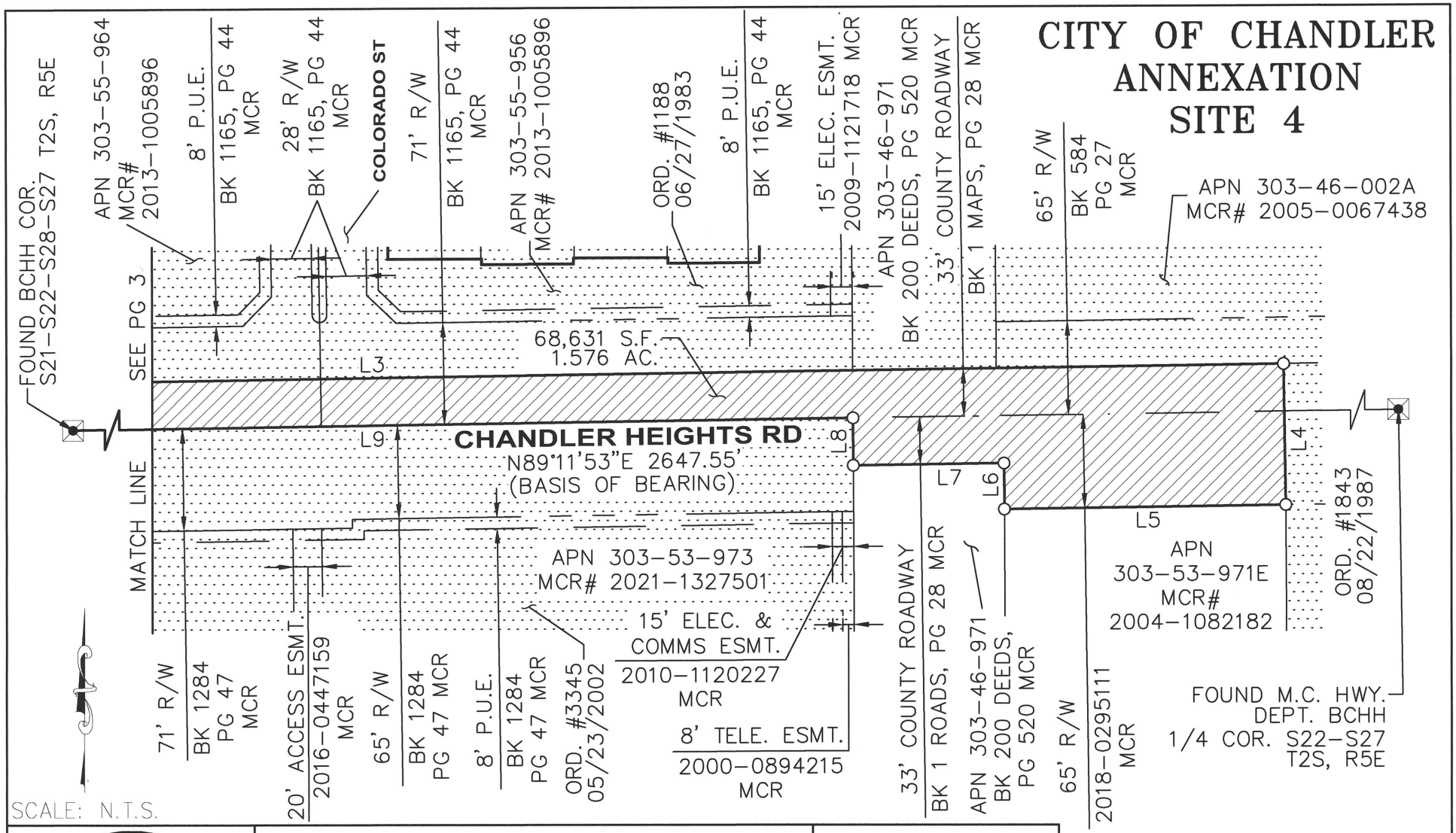
ANNEXATIONS & DE-ANNEXATIONS

SECTIONS 22 & 27, T2S, R5E

ANNEXATION SITE 4

DATE: 10/15/24	REV'D:	
DRAWN BY: JTP	CHK'D: DGF	PG:4 OF 6
FILE: 615109C_SITE 4_ANNEX_R1.DWG		

CITY OF CHANDLER ANNEXATION SITE 4



SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 10/15/24
ARIZONA, U.S.A.

Adam Mueller

LEGEND

PROPOSED ANNEX

EXISTING ANNEX

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 22 BEARING N 89°11'53" E

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Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF CHANDLER

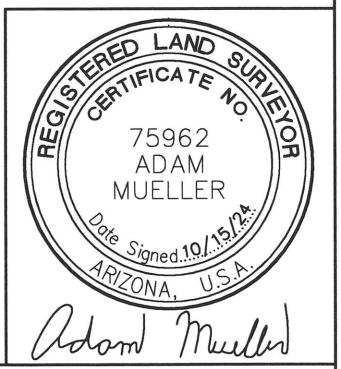
ANNEXATIONS & DE-ANNEXATIONS

SECTIONS 22 & 27, T2S, R5E

ANNEXATION SITE 4

DATE: 10/15/24	REV'D:	
DRAWN BY: JTP	CHK'D: DGF	PG:5 OF 6
FILE: 615109C_SITE 4_ANNEX_R1.DWG		

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89° 11' 53"E	67.00'
L2	N0° 21' 13"W	33.00'
L3	N89° 11' 53"E	1591.04'
L4	S0° 48' 07"E	98.00'
L5	S89° 11' 53"W	195.01'
L6	N0° 17' 51"W	32.00'
L7	S89° 11' 53"W	105.00'
L8	N0° 17' 51"W	33.00'
L9	S89° 11' 53"W	1291.86'



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LINE AND DATA TABLE

CITY OF CHANDLER

ANNEXATIONS & DE-ANNEXATIONS

SECTION 15, T2S, R5E

ANNEXATION SITE 3

DATE: 5/15/24	REV'D:	
DRAWN BY: JTP	CHK'D: DGF	PG:6 OF 6
FILE: 615109C_SITE 4_ANNEX_R1.DWG		

615109C SITE 4 ANNEX TIE Polyline Report Tue May 14 14:24:09 2024

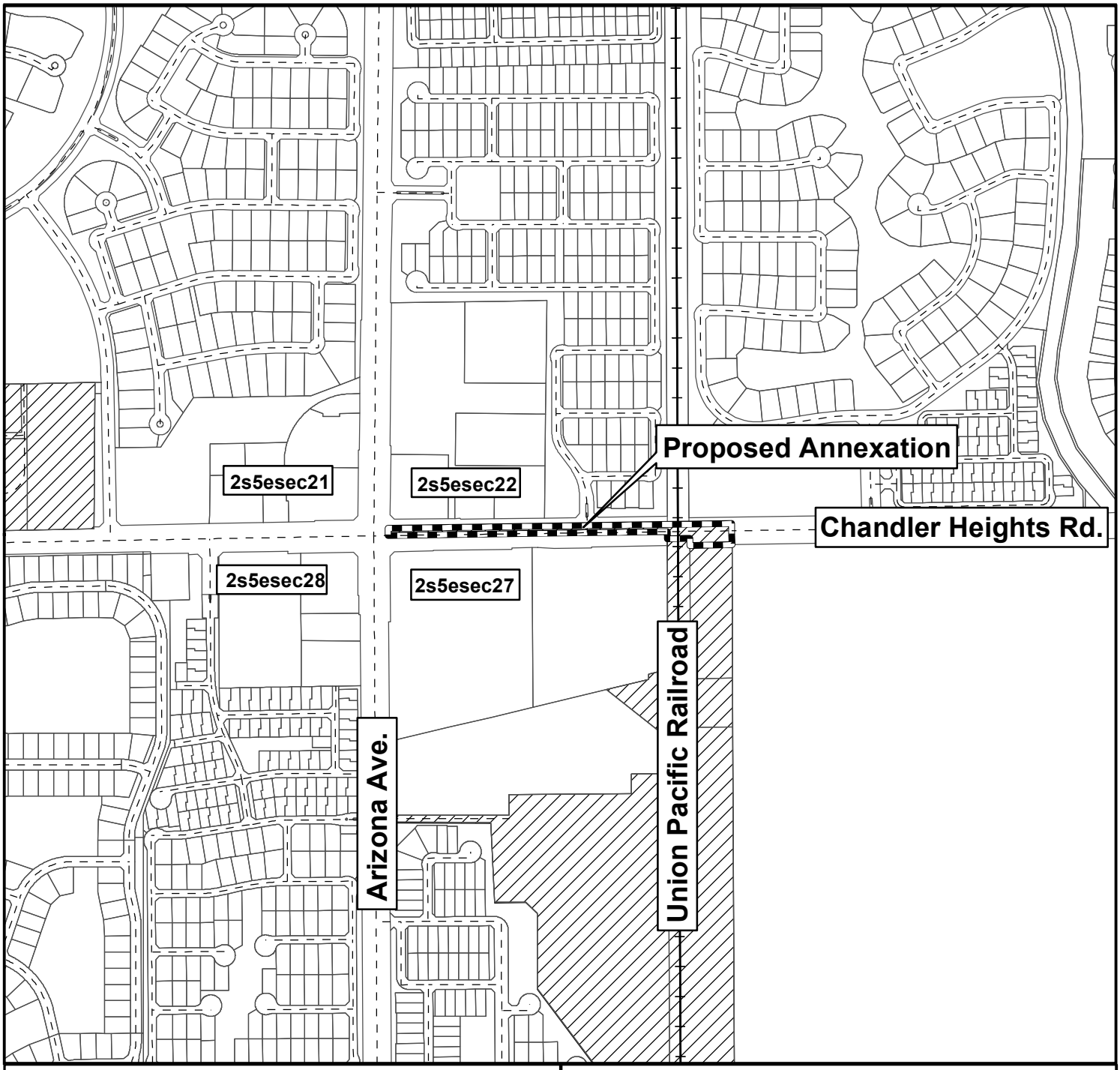
Northing	Easting	Bearing	Distance
212335.184	23046.911		
		N 89°11'53" E	67.002
212336.122	23113.906		

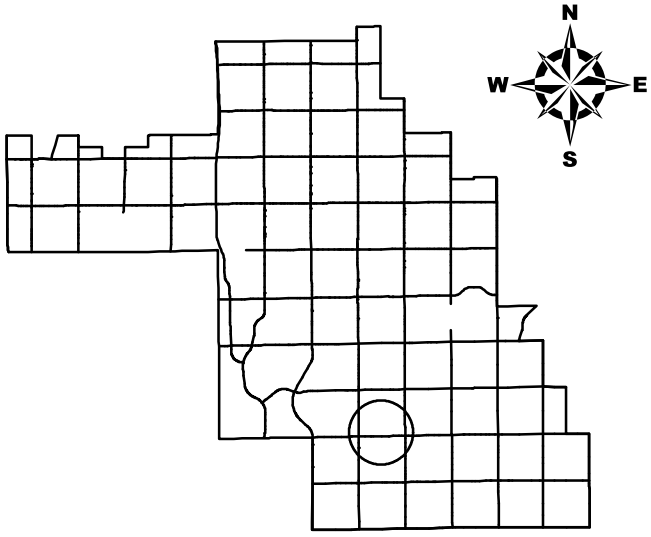
Closure Error Distance> 67.00205 Error Bearing> S 89°11'53" W
Closure Precision> 1 in 1.0 Total Distance> 67.002
Area not calculated because polyline not closed

615109C SITE 4 ANNEX CLOSURE Polyline Report Tue May 14 14:25:07 2024

Northing	Easting	Bearing	Distance
212336.122	23113.906		
		N 00°21'13" W	33.001
212369.122	23113.703		
		N 89°11'53" E	1591.039
212391.392	24704.586		
		S 00°48'07" E	98.000
212293.401	24705.958		
		S 89°11'53" W	195.008
212290.672	24510.969		
		N 00°17'51" W	32.001
212322.672	24510.803		
		S 89°11'53" W	105.004
212321.203	24405.809		
		N 00°17'51" W	33.001
212354.204	24405.638		
		S 89°11'53" W	1291.858
212336.122	23113.906		

Closure Error Distance> 0.00000
Total Distance> 3378.912
Polyline Area: 68631 sq ft, 1.5755 acres





City of Chandler 1/30/2025

Annexation Map

Resolution No.5873

Proposed Annexation

Portion of Chandler Heights Road Right-of-Way between Arizona Avenue and East of the Union Pacific Railroad

Incorporated Area

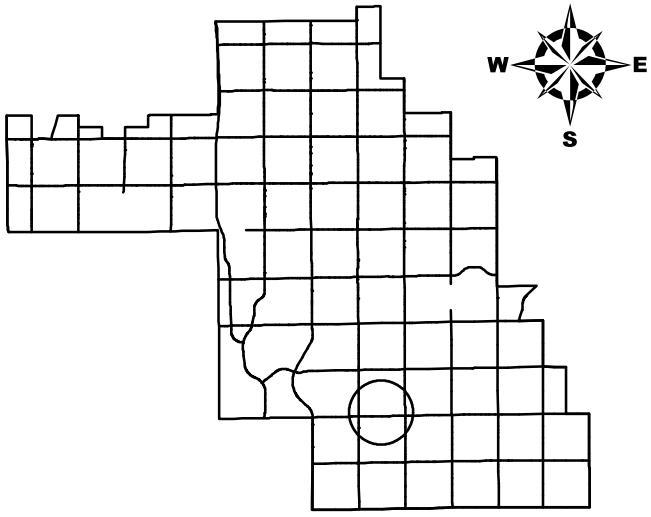
Unincorporated Area

0 200 400 800 1,200 1,600

Feet

Exhibit A





City of Chandler 1/30/2025

Annexation Map

Resolution No.5873

Proposed Annexation

Portion of Chandler Heights Road Right-of-Way between Arizona Avenue and East of the Union Pacific Railroad

Incorporated Area

Unincorporated Area

0 200 400 800 1,200 1,600 Feet

Exhibit A

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Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
DATE SIGNED 6-6-24
ARIZONA U.S.A.

EXHIBIT "A"

LEGAL DESCRIPTION FOR ANNEXATION AREA CITY OF CHANDLER

A parcel of land being part of the North Half of Section 35, Township 1 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a found City of Chandler Brass Cap in Handhole marking the Northwest Corner of Said Section 35 from which a found City of Chandler Brass Cap in Handhole marking the North Quarter Corner of said Section 35 bears North 89 degrees 07 minutes 18 seconds East a distance of 2630.80 feet, said line being the North Line of the Northwest Quarter of Section 35, and being the basis of bearing;

Thence North 89 degrees 07 minutes 18 seconds East along the South line of Annexation Ordinance Number 745 recorded as docket number 12685 Page 423 official records of Maricopa County, Arizona a distance of 2630.80 feet to a found City of Chandler Brass Cap in Handhole marking the North Quarter Corner of said Section 35;

Thence North 89 degrees 06 minutes 52 seconds East along the North Line of the Northeast Quarter of said Section 35 also being the South line of Annexation Ordinance Number 745 a distance of 1313.65 feet to a found City of Chandler Brass cap flush;

Thence South 00 degrees 53 Minutes 08 seconds East along the West line of said Annexation Ordinance Number 745 and Annexation Ordinance number 619 recoded as docket 10920 pages 637-640 official records of Maricopa County, Arizona a distance of 55.00 feet to the Northerly line of Annexation Ordinance Number 471 recorded as Book 131 Page 22 official records of Maricopa County, Arizona;

Thence along the Northerly Line of said Ordinance South 89 degrees 06 minutes 52 seconds West a distance of 1314.76 feet to a point on the West Line of the Northeast Quarter of said Section 35;

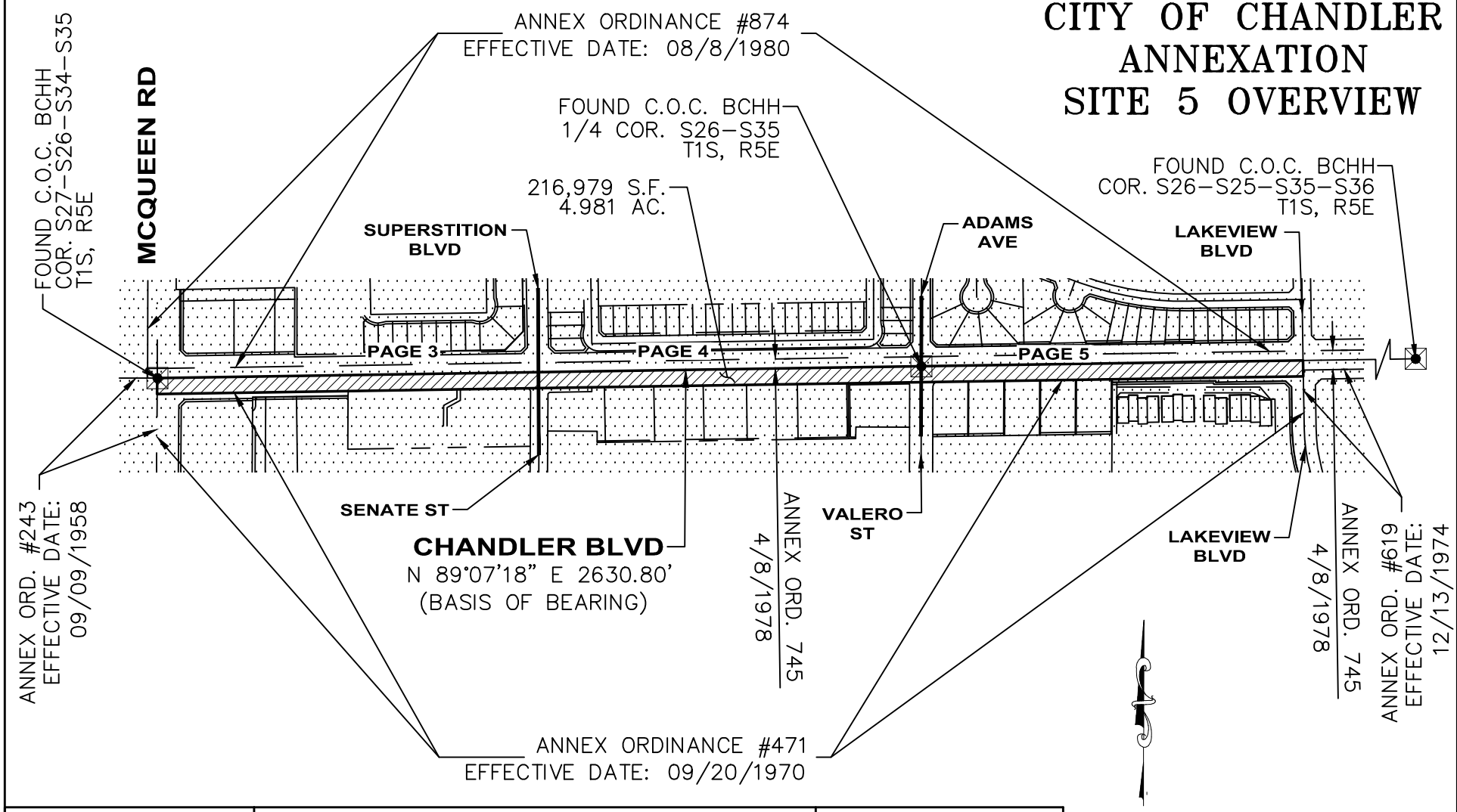
Thence continuing along the Northerly Line of said ordinance South 89 degrees 07 minutes 18 seconds West a distance of 2630.94 feet to a point on the West Line of the Northwest Quarter of said Section 35;

Thence along said West Line North 00 degrees 24 minutes 39 seconds East a distance of 55.01 feet to **THE POINT OF BEGINNING.**

Containing an area of 216,979 square feet or 4.981 acres, more or less.

See attached Exhibit "B"

CITY OF CHANDLER ANNEXATION SITE 5 OVERVIEW



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 06/06/24
ARIZONA, U.S.A.

Adam Mueller

LEGEND

PROPOSED ANNEX

EXISTING ANNEX

BASIS OF BEARING

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 35 BEARING N 89°07'18" E

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Fax 602.244.8947
Website: www.Entellus.com

SCALE: N.T.S.

CITY OF CHANDLER

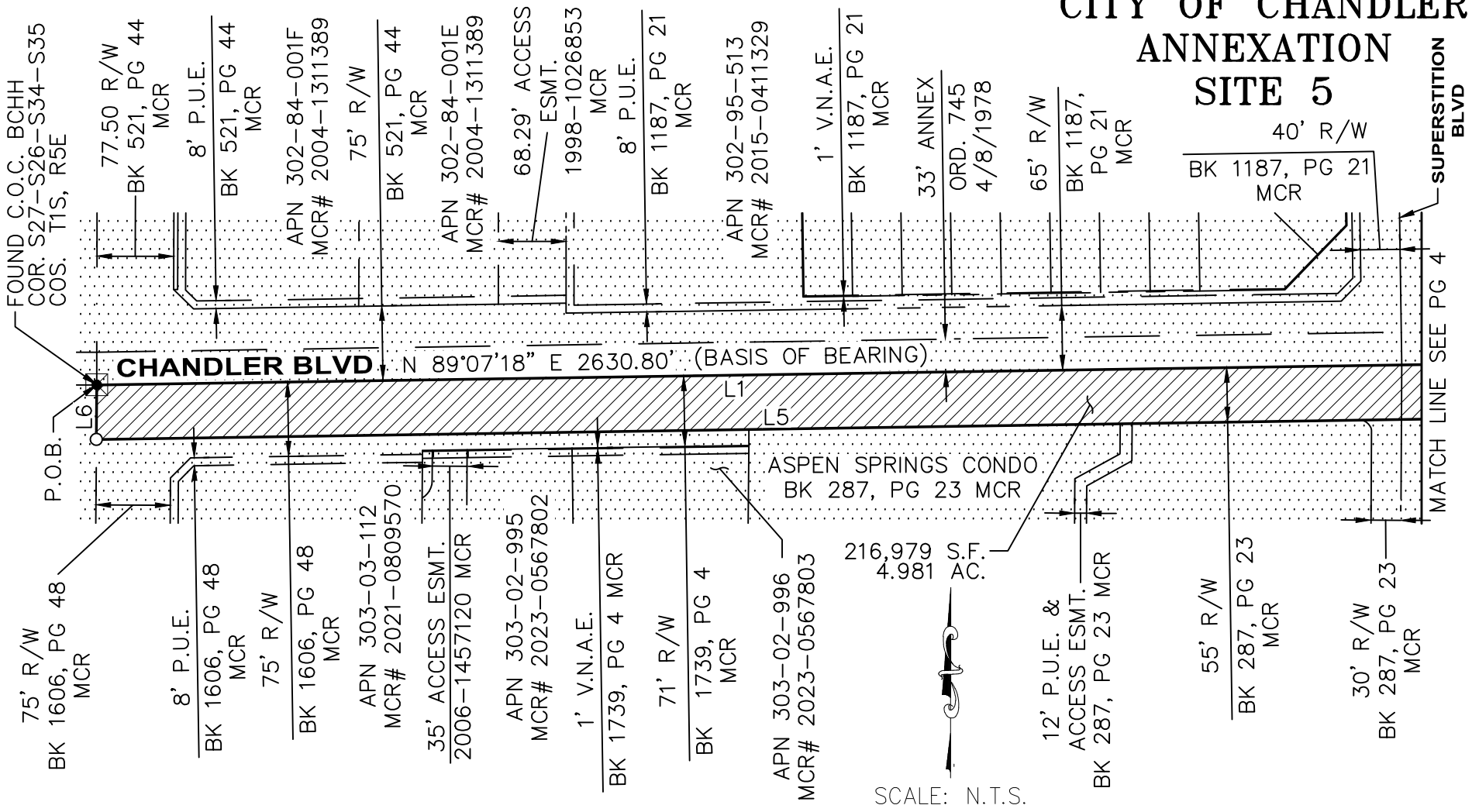
ANNEXATIONS & DE–ANNEXATIONS

SECTION 35, T1S, R5E

ANNEXATION SITE 5 OVERVIEW

DATE: 6/6/24	REV'D:	
DRAWN BY: JTP	CHK'D: DGF	PG:2 OF 6
FILE: 615109C_SITE 5_ANNEX.DWG		

CITY OF CHANDLER ANNEXATION SITE 5



SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 06/06/24
ARIZONA, U.S.A.

Adam Mueller

LEGEND

PROPOSED ANNEX

EXISTING ANNEX

BASIS OF BEARING

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 35 BEARING N 89°07'18" E

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CITY OF CHANDLER

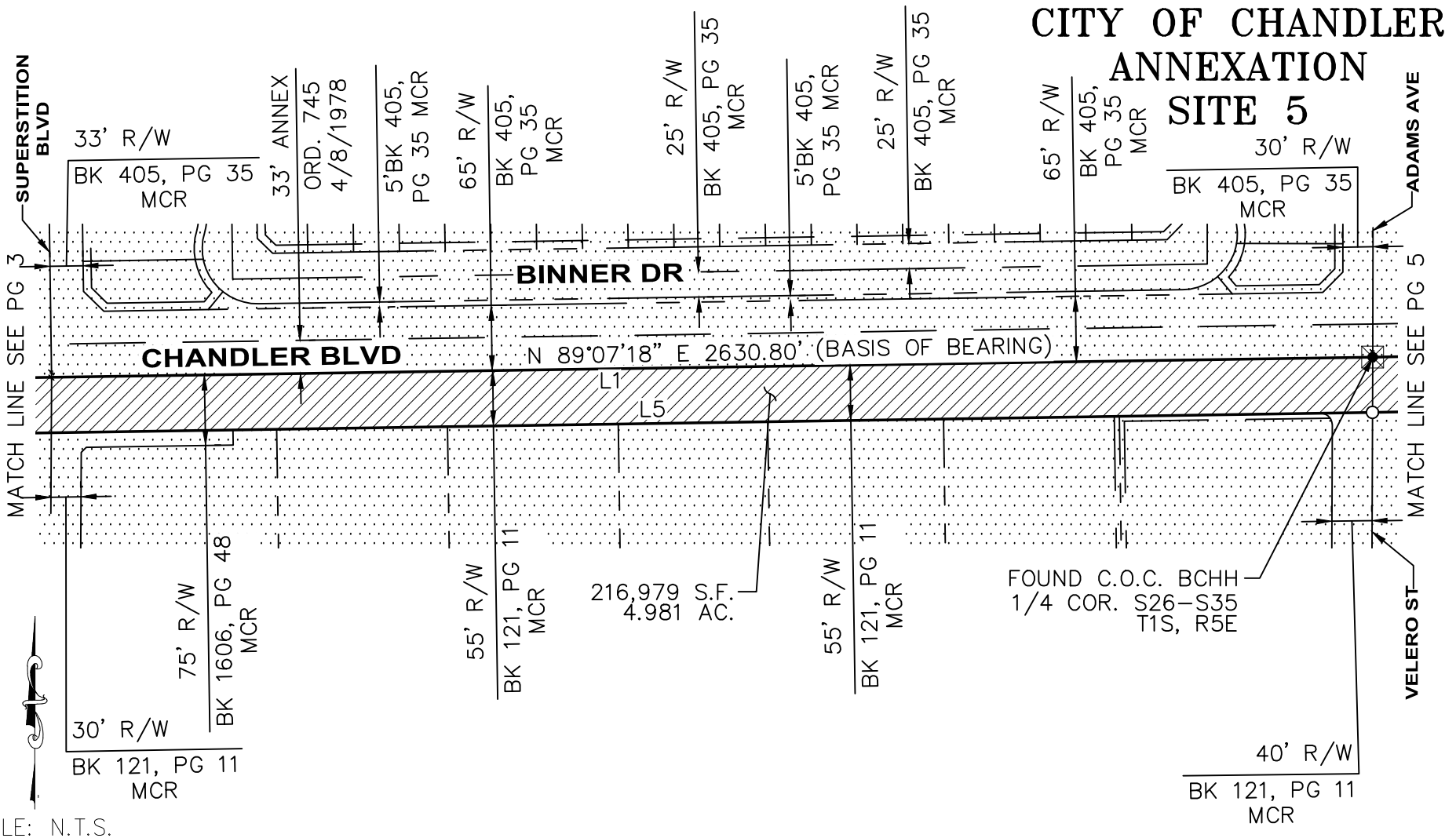
ANNEXATIONS & DE-ANNEXATIONS

SECTION 35, T1S, R5E

ANNEXATION SITE 5

DATE: 6/6/24	REV'D:
DRAWN BY: JTP	CHK'D: DGF
PG:3 OF 6	
FILE: 615109C_SITE 5_ANNEX.DWG	

CITY OF CHANDLER ANNEXATION SITE 5



SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 06/06/24
ARIZONA, U.S.A.

Adam Mueller

LEGEND

PROPOSED ANNEX

EXISTING ANNEX

BASIS OF BEARING

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 35 BEARING N 89°07'18" E

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CITY OF CHANDLER

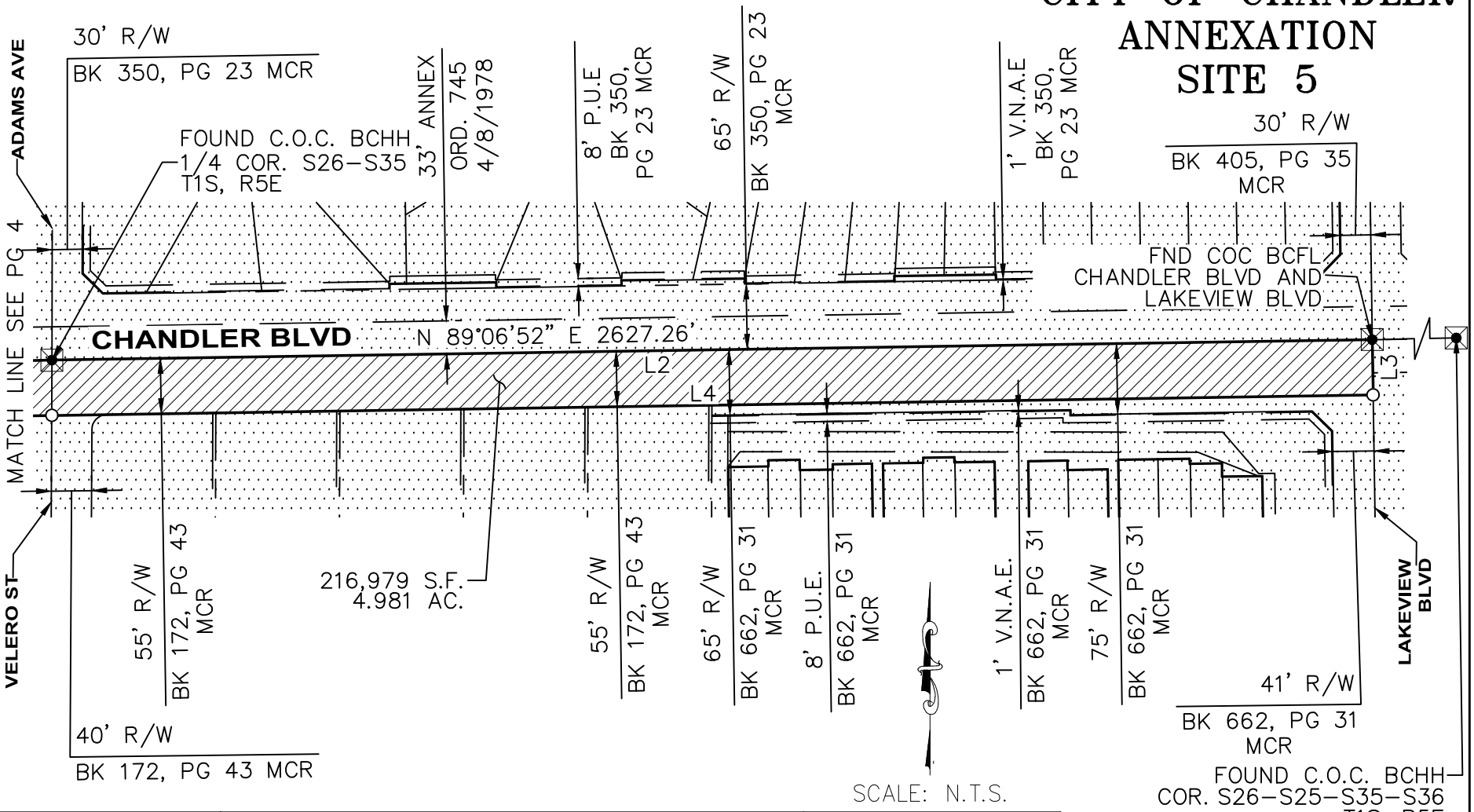
ANNEXATIONS & DE-ANNEXATIONS

SECTION 35, T1S, R5E

ANNEXATION SITE 5

DATE: 6/6/24	REV'D:
DRAWN BY: JTP	CHK'D: DGF
PG:4 OF 6	
FILE: 615109C_SITE 5_ANNEX.DWG	

CITY OF CHANDLER ANNEXATION SITE 5



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 06/06/24
ARIZONA, U.S.A.

Adam Mueller

LEGEND

PROPOSED ANNEX

EXISTING ANNEX

BASIS OF BEARING

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 35 BEARING N 89°07'18" E

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CITY OF CHANDLER

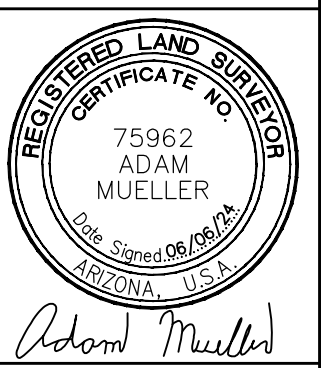
ANNEXATIONS & DE-ANNEXATIONS

SECTION 35, T1S, R5E

ANNEXATION SITE 5

DATE: 6/6/24	REV'D:
DRAWN BY: JTP	CHK'D: DGF
PG:5 OF 6	
FILE: 615109C_SITE 5_ANNEX.DWG	

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89° 07' 18"E	2630.80'
L2	N89° 06' 52"E	1313.65'
L3	S0° 53' 08"E	55.00'
L4	S89° 06' 52"W	1314.76'
L5	S89° 07' 18"W	2630.94'
L6	N0° 24' 39"E	55.01'



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LINE AND DATA TABLE

CITY OF CHANDLER

ANNEXATIONS & DE-ANNEXATIONS

SECTION 35, T1S, R5E

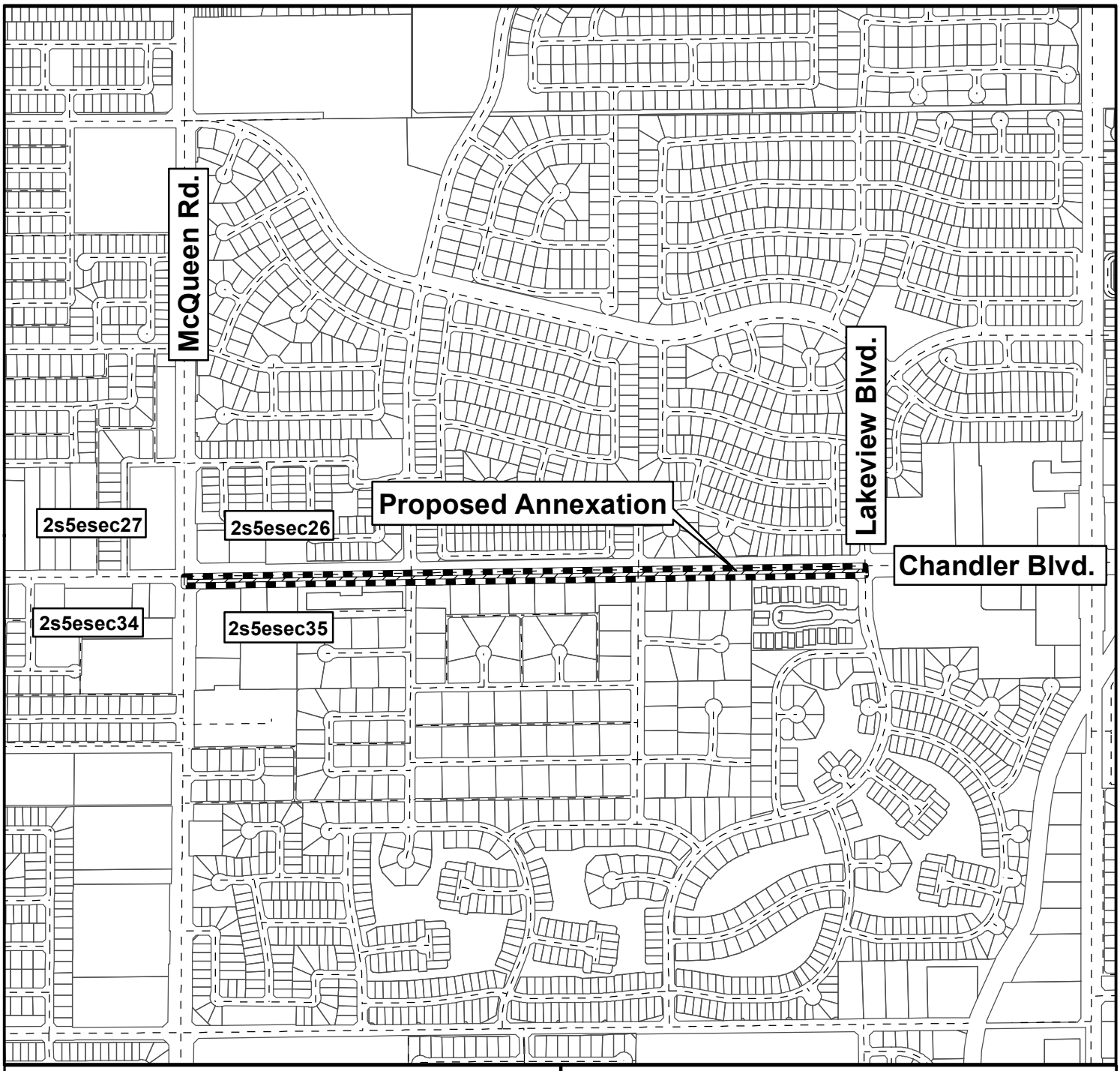
ANNEXATION SITE 5

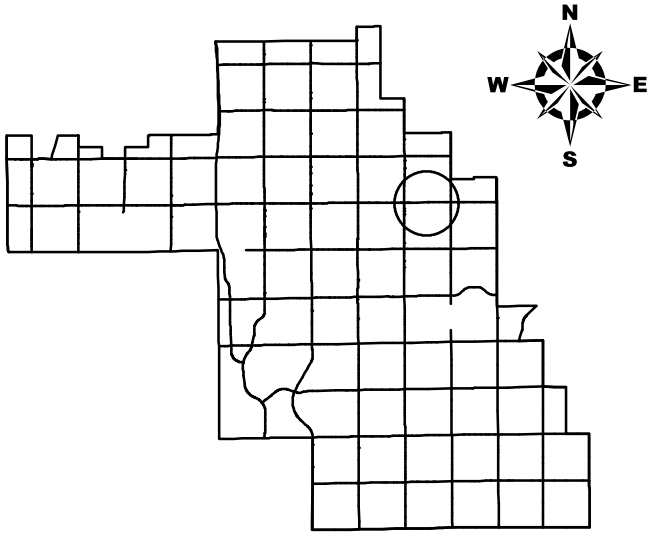
DATE: 5/15/24	REV'D:	
DRAWN BY: JTP	CHK'D: DGF	PG:6 OF 6
FILE: 615109C_SITE 5_ANNEX.DWG		

615109C SITE 5 CLOSURE Polyline Report Wed May 22 15:25:44 2024

Northing	Easting	Bearing	Distance
238950.886	28261.054		
		N 89°07'18" E	2630.799
238991.208	30891.544		
		N 89°06'52" E	1313.651
239011.509	32205.038		
		S 00°53'08" E	55.000
238956.515	32205.888		
		S 89°06'52" W	1314.758
238936.198	30891.287		
		S 89°07'18" W	2630.936
238895.873	28260.659		
		N 00°24'39" E	55.014
238950.886	28261.054		

Closure Error Distance> 0.00000
Total Distance> 8000.158
Polyline Area: 216979 sq ft, 4.9811 acres





City of Chandler 1/30/2025

Annexation Map

Resolution No.5873

Proposed Annexation

Portion of Chandler Boulevard Right-of-Way
between McQueen Road and Lakeview Boulevard

Incorporated Area

Unincorporated Area

0 250 500 1,000 1,500 2,000
Feet

Exhibit A



Annexation Map

Resolution No.5873

Proposed Annexation

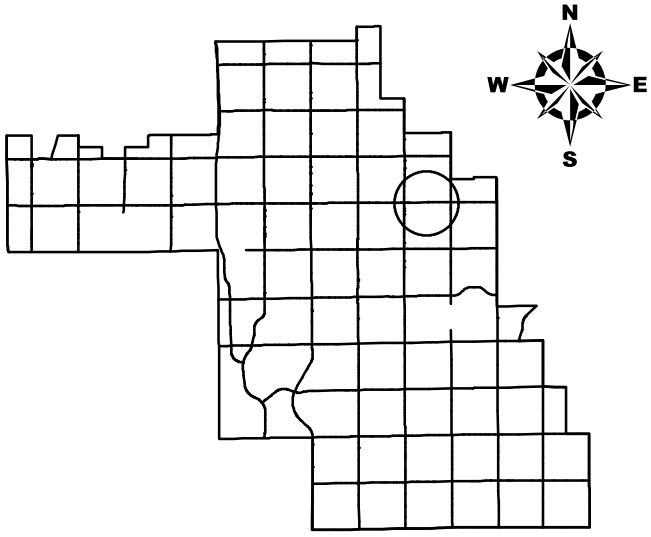
Portion of Chandler Boulevard Right-of-Way between McQueen Road and Lakeview Boulevard

Incorporated Area

Unincorporated Area

0 250 500 1,000 1,500 2,000 Feet

Exhibit A



City of Chandler 1/30/2025

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Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

EXHIBIT "A"

LEGAL DESCRIPTION FOR
ANNEXATION AREA
CITY OF CHANDLER

A parcel of land being part of the Northeast Quarter of Section 36, Township 1 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at a found Town of Gilbert Brass Cap in Handhole marking the East Quarter Corner of said Section 36 from which a found Brass Cap in Handhole marking the Northeast Corner of said Section 36 bears North 00 degrees 16 minutes 53 seconds West a distance of 2642.45 feet, said line being the East Line of the Northeast Quarter of Section 36, and being the basis of bearing;

Thence South 89 degrees 43 minutes 54 seconds West along the South Line of the Northeast Quarter of said Section 36 also being the extension of the north line of City of Chandler Annexation Ordinance Number 2864 a distance of 65.00 feet to the Northeast Corner of said ordinance also being the **POINT OF BEGINNING**;

Thence continuing along said line South 89 degrees 43 minutes 54 seconds West a distance of 1260.95 feet to the Westerly Right of Way Line of Country Place as shown in Book 331 of Maps, Page 18 official records of Maricopa County, Arizona;

Thence North 00 degrees 12 minutes 49 seconds West along said Westerly Right of Way Line a distance of 40.00 feet to the Westerly prolongation of the Northerly Right of Way Line of Frye Road as shown on said Plat;

Thence along said Northerly Right of Way Line and its prolongation, North 89 degrees 43 minutes 54 seconds East a distance of 627.89 feet to the beginning of a tangent curve to the left;

Thence Northerly a distance of 31.40 feet along said curve to the left having a radius of 20.00 feet with a central angle of 89 degrees 56 minutes 43 minutes seconds;

Thence North 89 degrees 41 minutes 17 seconds East a distance of 50.00 feet to the beginning of a non-tangent curve to the left;

Thence Southerly a distance of 31.44 feet along said curve to the left having a radius of 20.00 feet with a central angle of 90 degrees 03 minutes 17 seconds and a radial bearing of North 89 degrees 47 minutes 11 seconds East, to a point on said Northerly Right of Way Line;

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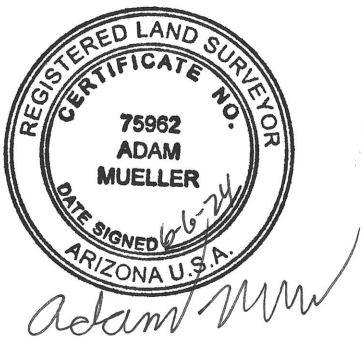
Thence North 89 degrees 43 minutes 54 seconds East along said Northerly Right of Way Line a distance of 517.84 feet;

Thence North 45 degrees 07 minutes 31 seconds East a distance of 35.35 feet to the Westerly Right of Way Line of Gilbert Road according to said Plat;

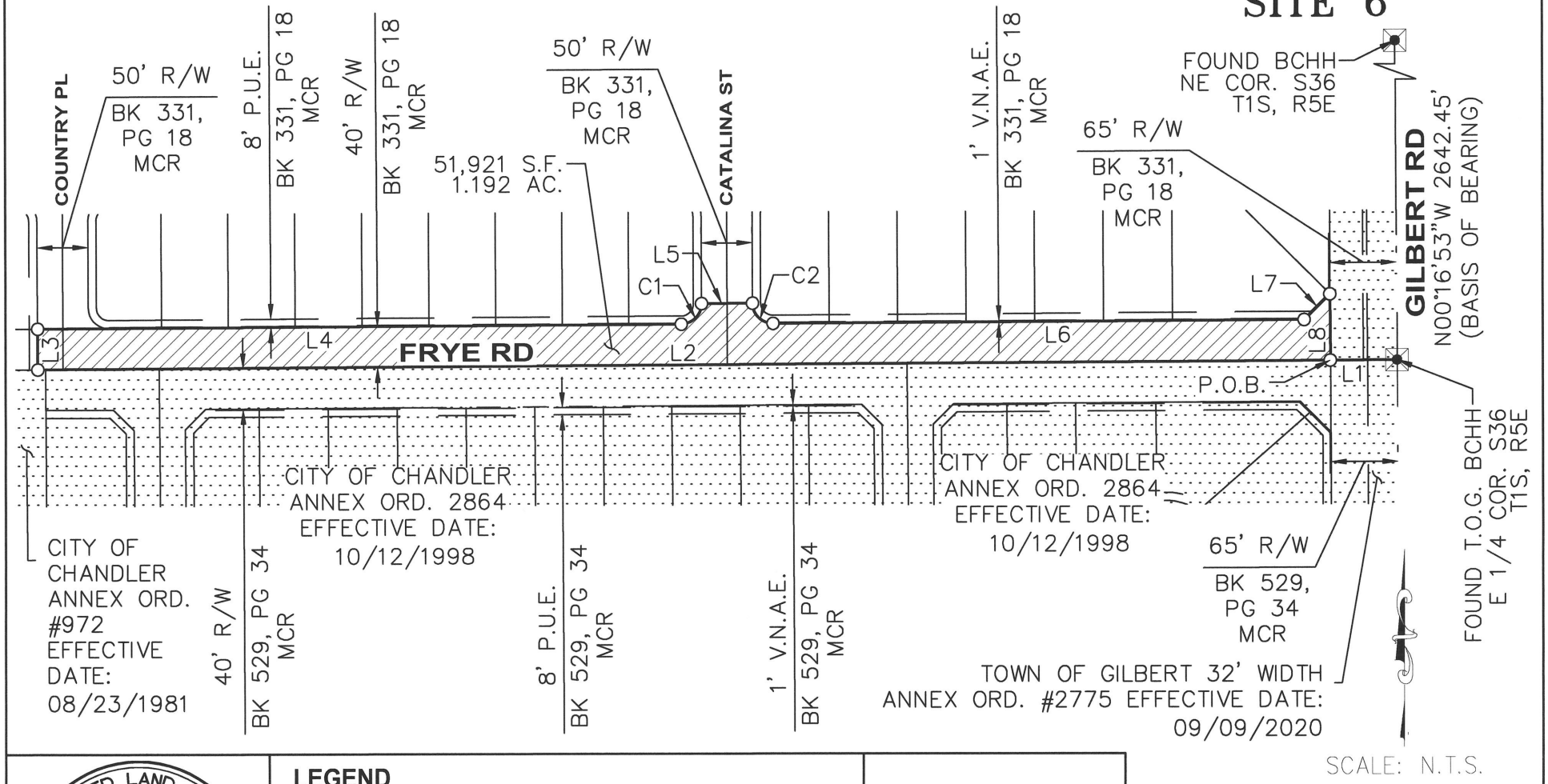
Thence South 00 degrees 16 minutes 53 seconds East along said right of way line a distance of 64.82 feet to the **POINT OF BEGINNING;**

Containing an area of 51,921 square feet or 1.192 acres, more or less.

See attached Exhibit "B"



CITY OF CHANDLER ANNEXATION SITE 6



SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 06/06/24
ARIZONA, U.S.A.

Adam Mueller

LEGEND

PROPOSED ANNEX

EXISTING ANNEX

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36 BEARING N 00°16'53" W

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CITY OF CHANDLER

ANNEXATIONS & DE-ANNEXATIONS

SECTION 36, T1S, R5E

ANNEXATION SITE 6

DATE: 5/31/24	REV'D:
DRAWN BY: JTP	CHK'D: DGF
PG:3 OF 4	
FILE: 615109C_SITE 6_ANNEX.DWG	

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89° 43' 54"W	65.00'
L2	S89° 43' 54"W	1260.95'
L3	N0° 12' 49"W	40.00'
L4	N89° 43' 54"E	627.89'
L5	N89° 41' 17"E	50.00'
L6	N89° 43' 54"E	517.84'
L7	N45° 07' 31"E	35.35'
L8	S0° 16' 53"E	64.82'

CURVE TABLE				
CURVE	DISTANCE	RADIUS	DELTA	RAD. BEARING
C1	31.40	20.00	89°56'43"	N00°16'06"W
C2	31.44	20.00	90°03'17"	N89°47'11"E

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 06/06/24
ARIZONA, U.S.A.

Adam Mueller

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Phoenix. AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

LINE AND DATA TABLE

CITY OF CHANDLER

ANNEXATIONS & DE-ANNEXATIONS

SECTION 36, T1S, R5E

ANNEXATION SITE 6

DATE: 5/31/24	REV'D:	
DRAWN BY: JTP	CHK'D: DGF	PG:4 OF 4
FILE: 615109C_SITE 6_ANNEX.DWG		

615109C SITE 6 ANNEX TIE Polyline Report Thu May 30 16:31:04 2024

Northing	Easting	Bearing	Distance
236398.852	38791.697		
		S 89°43'54" W	65.000
236398.548	38726.698		

Closure Error Distance> 65.00000 Error Bearing> N 89°43'54" E
Closure Precision> 1 in 1.0 Total Distance> 65.000
Area not calculated because polyline not closed

615109C SITE 6 ANNEX CLOSURE Polyline Report Thu May 30 16:31:47 2024

Northing	Easting	Bearing	Distance
236398.548	38726.698		
		S 89°43'54" W	1260.947
236392.645	37465.765		
		N 00°12'49" W	40.000
236432.645	37465.616		
		N 89°43'54" E	627.886
236435.584	38093.495		

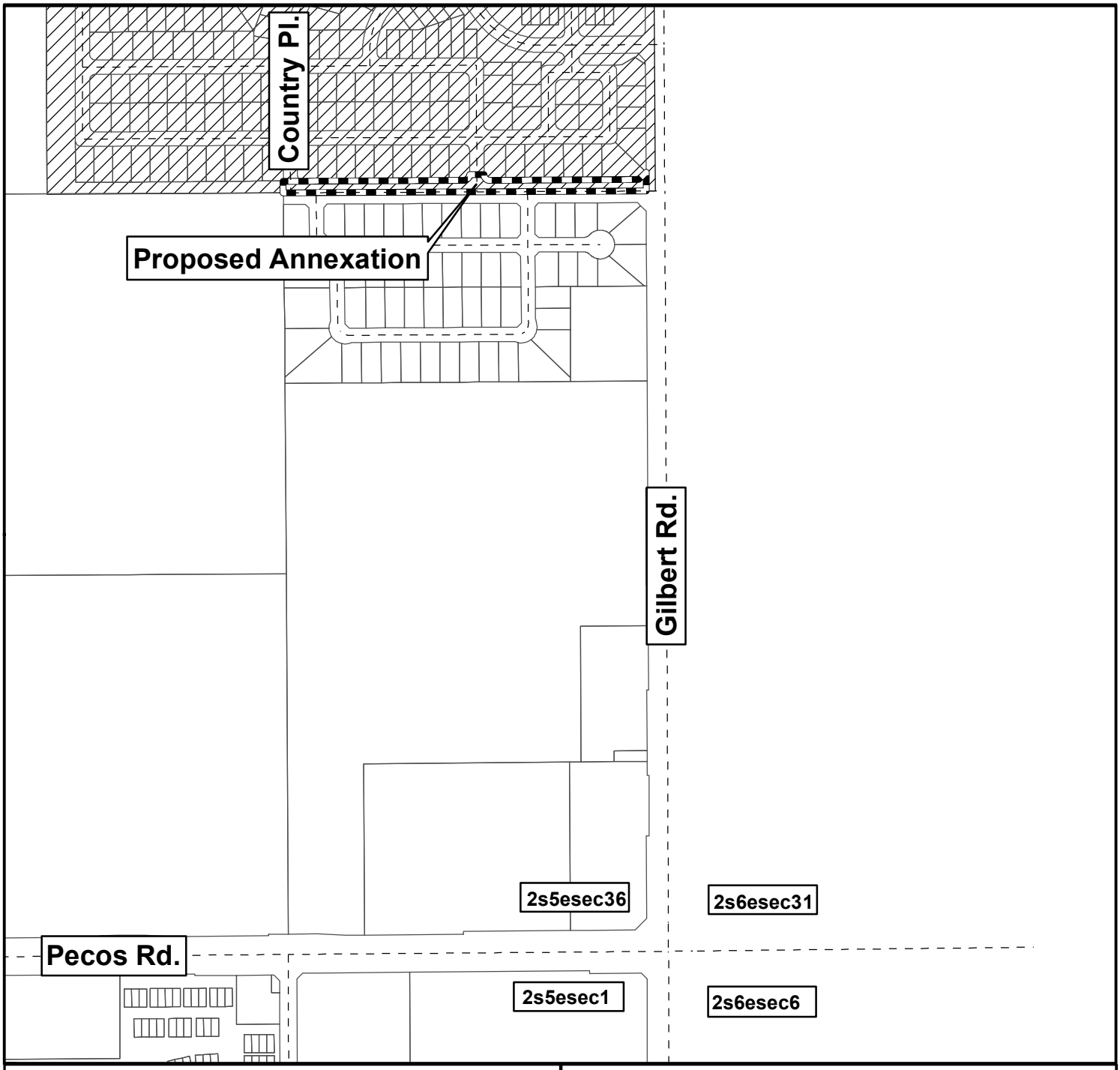
Radius: 20.000 Chord: 28.271 Degree: 286°28'44" Dir: Left
Length: 31.397 Delta: 89°56'43" Tangent: 19.981
Chord BRG: N 44°45'33" E Rad-In: N 00°16'06" W Rad-Out: S 89°47'11" W
Radius Point: 236455.584,38093.401

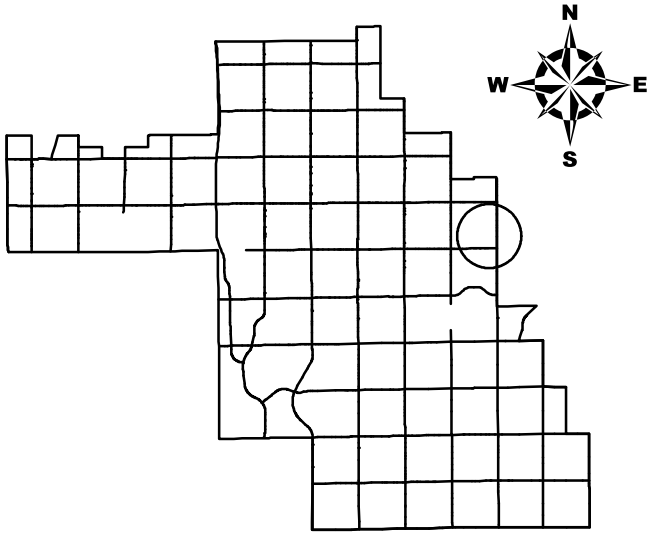
236455.658	38113.401		
		N 89°41'17" E	50.000
236455.931	38163.401		

Radius: 20.000 Chord: 28.298 Degree: 286°28'44" Dir: Left
Length: 31.435 Delta: 90°03'17" Tangent: 20.019
Chord BRG: S 45°14'27" E Rad-In: N 89°47'11" E Rad-Out: N 00°16'06" W
Radius Point: 236456.005,38183.400

236436.005	38183.494		
		N 89°43'54" E	517.840
236438.429	38701.328		
		N 45°07'31" E	35.350
236463.371	38726.379		
		S 00°16'53" E	64.824
236398.548	38726.698		

Closure Error Distance> 0.00000
Total Distance> 2659.679
Polyline Area: 51921 sq ft, 1.1919 acres





City of Chandler 1/30/2025

Annexation Map

Resolution No.5873

Proposed Annexation

Portion of Frye Road Right-of-Way between Gilbert Road and Country Place

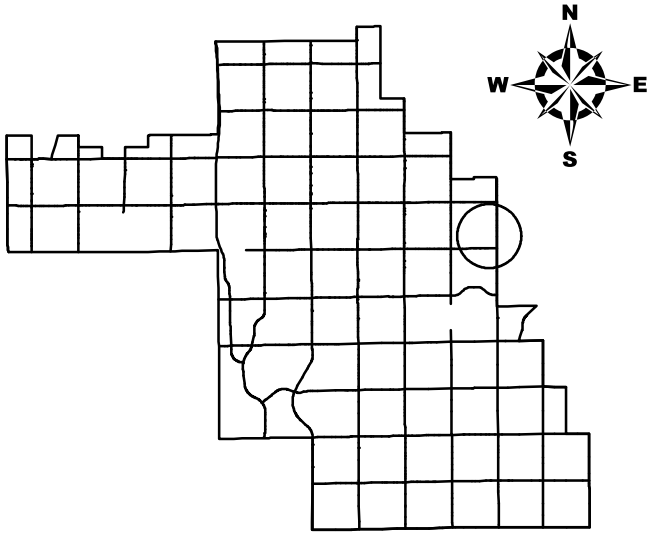
Incorporated Area

Unincorporated Area

0 150 300 600 900 1,200 Feet

Exhibit A





City of Chandler 1/30/2025

Annexation Map

Resolution No.5873

Proposed Annexation

Portion of Frye Road Right-of-Way between Gilbert Road and Country Place

Incorporated Area

Unincorporated Area

0 150 300 600 900 1,200 Feet

Exhibit A

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** DS25-010

Date: February 20, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
Dana Alvidrez, City Traffic Engineer/Acting Development Engineering Manager
From: Dennis Aust, Telecommunications and Utility Franchise Manager
Subject: Resolution No. 5871, Authorizing a Wireless License Agreement between the City of Chandler and New Cingular Wireless, LLC

Proposed Motion:

Move City Council pass and adopt Resolution No. 5871, authorizing the Mayor to execute the license agreement between the City of Chandler and New Cingular Wireless, LLC, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

Background:

On June 15, 2023, City Council approved Use Permit PLH23-0016, allowing the construction of a new mono-eucalyptus wireless communication facility at the city-owned Denver Basin regional drainage facility, located at 625 S. Hartford St. Prior to approving the Use Permit, the city conducted public outreach pursuant to Chapter 35 of the City Code, including mailing a neighborhood notice and posting it on social media via NextDoor and conducting a neighborhood meeting on March 30, 2023. Section 35-2209(6)(h) of Chandler City Code requires all new sites that will be located within 100 feet of any homeowner, home owners association (HOA) or property management association be notified of the installation. This item addresses the license agreement that sets the terms and conditions for the already-approved mono-eucalyptus wireless communication facility.

Chapter 46 of the Chandler City Code sets forth the City's requirements for encroachment permits for use of the City's rights-of-way and public property, as well as the licensing requirements for telecommunications companies. Resolution

No. 5871 grants a ten-year, non-exclusive use agreement, with one ten-year extension, to New Cingular Wireless at the site pursuant to Chapter 46 and consistent with State law. This agreement also requires the company to adhere to requirements set by Chapter 35 related to Wireless Communications Facilities.

The City's Police, Fire, and Development Services departments have reviewed and are satisfied with the requirements specified in the Agreement and have found no interference issues that would present a problem to the City's emergency communications system.

Financial Implications:

The City has received a $3,000 application fee to cover the cost of processing this application. The company will pay permit, inspection, and pavement damage fees, if applicable. New Cingular Wireless will also pay the City $2,461.14 per month for use of City-owned real property, with provisions for rate increases of 3.5% annually detailed in the agreement. A 2.75% transaction privilege tax also applies to any non-interstate telecommunication services.

Attachments

Resolution No. 5871

Agreement for Use of Public Property

Department Approval Form and Map

RESOLUTION NO. 5871

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A WIRELESS LICENSE AGREEMENT TO NEW CINGULAR WIRELESS PCS, LLC, DOING BUSINESS AS AT&T, FOR THE BATTLEPLAN TRANCHE AT DENVER BASIN SITE.

WHEREAS, the City of Chandler believes that it is in the City's best interest to issue a Wireless License Agreement for such purpose.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approves the Wireless License Agreement between the City of Chandler and Cingular Wireless PCS, LLC, doing business as AT&T, for the Battleplan Tranche at Denver Basin site in the form attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Authorizes the Mayor of the City of Chandler to execute the Agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5871 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2025 and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

EXHIBIT “A”

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WIRELESS AGREEMENT
BETWEEN NEW CINGULAR WIRELESS PCS, LLC, AND THE CITY OF CHANDLER FOR THE BATTLEPLAN TRANCHE AT DENVER BASIN SITE

City of Chandler Document No._____
City Council Meeting Date: _____

THIS WIRELESS AGREEMENT ("Agreement") is entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the City of Chandler, Arizona, an Arizona municipal corporation ("City"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Company"). City and Company may be referred to individually as "Party" and collectively as "Parties".

RECITALS

A. Company provides wireless communication services through the use of Wireless Facilities (hereinafter defined); and

B. City is authorized to grant use agreements to operate and maintain Wireless Facilities within the City boundaries under the Charter and Chandler City Code, and by virtue of federal and state statutes, by the City's police powers, by its authority over its public rights-of-way and highways as defined in Chapter 46 of the Chandler City Code, and by other City powers and authority; and

C. Company has applied to the City for permission to operate and maintain the Wireless Facilities within the City of Chandler and located within City-owned real property as described on the attached Exhibit "A" at a site known as the "Battleplan Tranche at Denver Basin" (the "Site") as depicted in Exhibit "B"; and

D. Company has agreed to provide information required by and comply with the terms and conditions set forth in this Agreement and other requirements as City may establish from time to time.

AGREEMENT

NOW, THEREFORE, City hereby grants to Company this Wireless Agreement to operate and maintain Wireless Facilities at the Site within City-owned real property under the following terms and conditions.

SECTION 1. DEFINITIONS

For the purposes of this Agreement, the following words, terms, phrases, and their derivations are given the meaning stated in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

"ACC" means the Arizona Corporation Commission.

"Agreement" means this non-exclusive revocable authorization granted by the City to Company to operate and maintain Wireless Facilities on the Site.

"Agreement Activities" is ascribed the meaning in section 2.1.5.

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“Antenna” means communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing wireless services.

“A.R.S.” means Arizona Revised Statutes, as amended.

“Base Use Fee” means the amount Company must pay City each month of this Agreement for use of Public Property and Right-of-Way.

“C.C.C.” means Chandler City Code, as amended.

“C.F.R.” means Code of Federal Regulations, as amended.

“City” means the City of Chandler, an Arizona municipal corporation.

“City Council” means the Council of the City of Chandler.

“City Manager” means the Chandler City Manager or the City Manager’s designee.

“Collocate”, “collocating”, or “collocation” refer to the use of Company’s Facilities by another company.

“Communications Equipment” means any and all electronic equipment at the Wireless Facility location that processes and transports information from the antennas to the Company’s network.

“Company” means New Cingular Wireless PCS, LLC, a Delaware limited liability company, and related affiliates, subsidiaries, persons, or entities to which this Agreement is granted.

“Company’s Improvements” means all improvements installed by the Company, including, but not limited to: all elements of the Wireless Facility, all screening elements, any landscaping plants or materials, and any other elements provided by the Company in the approved Agreement.

“Competing Users” means entities that own the water pipes, cables and wires, pavement, and other facilities that may be located within the Right-of-way. Competing Users include without limitation, the City, the State of Arizona and its political subdivisions, the public, and all manner of utility companies and other existing or future users of the Use Area.

"Critical Infrastructure Information" has the same meaning prescribed in A.R.S. § 41-1801, as amended.

"Day" means a calendar day, except a Saturday, Sunday, or a holiday prescribed in A.R.S. § 1-301.

“Encroachment Permit” means a permit issued pursuant to Chapter 46 of the Chandler City Code that allows the Company to perform work in the Right-of-Way and to install and operate improvements in the Right-of-Way.

“Environmental Laws” means all federal, state, and local laws, ordinances, rules, regulations, statutes, and judicial decisions, as amended from time to time, which in any way relate to or regulate human health, safety, industrial hygiene, environmental conditions, protection of the environment, prevention or cleanup of pollution, or contamination of the air, soil, surface water, or ground water.

“Facility” or “Facilities” means Company’s plant, equipment, and property, including but not limited to boxes, poles, wires, pipe, conduits, pedestals, antenna, and other appurtenances, in order to provide the services described in this Agreement.

“FCC” means the Federal Communications Commission.

“FCC OET Bulletin 65” means the FCC’s Office of Engineering & Technology Bulletin 65 that includes the FCC Radio Frequency Exposure Guidelines.

“FCC Rules” means all applicable radio frequency emissions laws and regulations.

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“Fiscal Year” means a 12-month period that begins on July 1 and ends the following June 30.

“Franchise” has the same meaning prescribed in the Arizona Constitution, article 13, §§ 4 and 6.

“Hazardous Substances” means those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law or the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides or herbicides, volatile solvents, materials containing asbestos or formaldehyde, or radioactive materials.

“In-lieu Company” means a single, third-party company, using the Site or Company’s Facility, or part thereof, to provide services in lieu of such services being provided by Company.

“Ordinary Permit Use Fee” means the City’s encroachment permit application, review, and other fees related to the issuance of the permit.

“Other Facilities” means facilities owned and operated by parties other than City or Company, which facilities occupy Public Property under authority of a City encroachment permit, Agreement, or franchise.

“Pre-existing Environmental Condition” means the presence, emission, disposal, discharge, or release of any Hazardous Substance at, in, on, under or about the Wireless Facilities and Site, however caused, existing on the Effective Date, whether the nature and extent of the contamination is known or unknown.

“Proprietary Information means any document or material clearly identified by Company as confidential and includes, but is not limited to, any customer lists, financial information, technical information, or other information plainly identified as confidential by Company and pertains to Company’s services provided to its customers.

"Public Property" means the surface of and the space above and below of real property, which is owned, operated, and maintained by the city. Public Property does not include Right-of-Way.

“RF” means radio frequency.

“RF Letter” means a letter attesting to the Company’s compliance with FCC RF exposure guidelines from the Company’s senior internal engineer.

“Right-of-Way” means the area on, below or above a public roadway, highway, street, sidewalk, alley, or utility easement. Right-of-Way does not include a Federal Interstate Highway, a state highway or state route under the jurisdiction of the Department of Transportation, a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the Company.

"Section" means any section, subsection, or provision of this Agreement.

“Site” means the Use Area for the Wireless Equipment and the pole to which the antenna and other wireless facilities are attached.

“Site Documents” means the depiction of the Agreement area, schematic plans and map showing location of the installation of the Facility in the City-owned real property, including but not limited to the title report of the use area, vicinity map, site plan, elevations, technical specifications and the cubic feet of the non-antenna wireless equipment.

“Supplemental Parcel Agreement” means an agreement authorizing the Company to use property outside of the Public Property or Right-of-Way.

“SRP” means Salt River Project and its subsidiaries and affiliates.

"Telecommunications” has the same meaning prescribed in A.R.S. § 9-1401, as amended.

"Telecommunications Company” has the same meaning prescribed in A.R.S. § 9-1401, as amended.

"Telecommunications Service" has the same meaning prescribed in A.R.S. § 9-1401, as amended.

“Third Party Areas” means the portions of the Public Property subject to Third Party Limitations.

“Third Party Limitations” means some or part of the Public Property that may contain limited dedications or regulatory use restrictions imposed by a third party.

“U.S.C.” means United States Code, as amended.

“Use Area” means the real property used by Company where the Wireless Facilities are located.

“Violation Use Fee” means the types of fees that the City has available to remedy certain breaches of the Agreement by Company.

“Wireless Facility” means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including both of the following: (i) Equipment associated with wireless communications; and (ii) Radio transceivers, antennas, coaxial or fiber-optic cables, regular and backup power supplies and comparable equipment, regardless of technological configuration. Wireless Facility includes Small Wireless Facilities, but does not include the structure or improvements on, under or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic that is between wireless support structures or utility poles or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna. In addition, Wireless Facility does not include Wi-Fi radio equipment described in Section 9-506, Subsection I or microcell equipment described in Section 9-584, Subsection E.

“Wireless Facilities Site Permit”, also referred to herein as “Site Permit”, means the permit authorizing the installation of Wireless Facilities at a specific site in the City’s Right-of-Way.

“Wireless Infrastructure Company” as defined in A.R.S. §9-591(23) means any person that is authorized to provide telecommunications service in this state and that builds or installs wireless communications transmission equipment, wireless facilities, utility poles or monopoles but that is not a wireless service company. Wireless Infrastructure Company does not include a special taxing district.

“Wireless Services” as defined in A.R.S. §9-591(25) means any services that are provided to the public and that use licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

“Wireless Services Company” as defined in A.R.S. §9-591(26) means a person that provides wireless services. Wireless Services Company does not include a special taxing district.

“Wireless Support Structure” as defined in A.R.S. §9-591(27) means: (i) a freestanding structure, such as a monopole; (ii) a tower, either guyed or self-supporting; (iii) a sign or billboard; or (iv) any other existing or proposed structure designed to support or capable of supporting small wireless facilities. Wireless Support Structure does not include a utility pole.

“Zoning Code” means Chapter 35 of City Code.

SECTION 2. PERMISSION GRANTED

2.1 Grant.

2.1.1 Subject to the provisions of this Agreement, and to the City Code, City grants Company the nonexclusive revocable permission to operate and maintain its Wireless Facilities within the Use Area. This Agreement does not grant Company the right and privilege to operate and maintain its Wireless Facilities in the Right of Way. Subject to the terms and conditions of this Agreement and any additional applicable permits later issued for the Site, for use of the Battleplan Tranche at Denver Basin Site as more fully set forth herein. The uses of any other Public Property and installation or construction of any other antennae and other equipment locations at this Site are subject to approval by the City through additional Encroachment Permit review by City staff. If Company desires to change the components of

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any of the Wireless Facilities in a manner that changes its primary purpose, written approval of such change must be obtained by the City Manager who can refer the matter to the City Council if required by ordinance, provided that such consent by either may not be unreasonably withheld or delayed. The installation and construction of a fiber optics or telecommunications network, or cable wireless facilities for service to third parties is not authorized by this agreement.

2.1.2 Company may not install, maintain, construct, or operate Wireless Facilities in the Right-of-Way or provide services by means of such Wireless Facilities unless a Company first obtains and maintains in good standing at all applicable times of the following: (i) A City license for video services as provided by Title 9, Chapter 5, Article 7, Arizona Revised Statutes, or (ii) a City license for telecommunications services as provided by Title 9, Chapter 5, Article 1.1, Arizona Revised Statutes for facilities located in the Right-of-Way that connect the Company's Wireless Facilities to Company's interstate network. Company must demonstrate compliance with this section when Company submits to the City an application for a wireless agreement. As of the Effective Date, Company represents and warrants that Company complies with this condition. Company must notify City as provided in this Agreement of any changes to Company's compliance with this condition.

2.1.3 Subject to obtaining the permission of the affected property owner, this Agreement also authorizes Company to operate and maintain its Wireless Facilities on structures owned by third parties located on Public Property, such as an electric utility company, provided, however, any installation on private property within or on the City's right-of-way, easements or other Public Property must comply with Chapters 46 and 47 and any other applicable sections of the City Code. Upon request, Company must promptly furnish to the City documentation of such permission from such other affected property owner. By executing this Agreement, the City does not waive any rights that it may have against any public utility or other property owner to require prior approval from the City for such uses of their property or facilities, or that revenues received by any public utility or other property owner from Company, by virtue of Company's use of their property or facilities, be included in the computation of franchise or Agreement fees owed by such parties to the City.

2.1.4 Except for those Facilities specifically permitted on the Battleplan Tranche at Denver Basin Site, no component or part of Company's Wireless Facilities may be installed, constructed, located on, or attached to any property within the City by Company until Company has, for those Facilities to be located on Public Property or other Right-of-Way; obtained encroachment permits pursuant to Chapter 46 of the City Code. Additionally, Company must comply with all other provisions of the City Code, including Chapter 35 regarding zoning and other relevant City regulations.

2.1.5 The Site may be used by Company for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance and repair of related support Facilities (such as tower and base, antennas, microwave dishes, equipment shelters and/or cabinets) but only for the provision of what is commonly known as telecommunication service (whether or not technically referred to as Personal Communications Service, or some other term) by the use of "personal wireless service facilities" (as such phrase is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2), hereinafter "1996 Act Section 704") and not for any other purpose. Company must, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules, and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of (and operations, maintenance, construction and/or installations at) the Site.

2.1.6 Any privilege claimed under this Agreement and Encroachment Permit by Company in any public street or other Public Property must be subordinate to any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity, and must be subordinate to any prior lawful occupancy or use thereof by any other person, and must be subordinate to any prior easements therein, provided, however, that nothing herein may extinguish or otherwise interfere with property rights established independently of this Agreement.

2.2 Description of the Wireless Facilities. Company's Wireless Facilities consists of improvements, personal property and Facilities necessary to operate its communications Wireless Facilities, including, without limitation, equipment that may be mounted on City owned poles or poles privately owned by other parties that may be on Public Property, and may include equipment buildings with perimeter screen walls in accordance with the provisions of Chapter 35 of the Chandler City Code, and related cables and utility lines (collectively the "Wireless Facilities") as described in Exhibit A.

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SECTION 3. SCOPE

3.1 Agreement. Company agrees to comply with the provisions of Chapter 46 of the City Code.

3.2 Specific Authorization. This Agreement solely authorizes Company to operate and maintain Wireless Facilities to provide Wireless Services in accordance with the terms of this Agreement.

3.3 Compliance with Laws.

3.3.1 Company must comply with all applicable laws, including, but not limited to, the City Code, in the exercise and performance of its rights and obligations under this Agreement. There is hereby reserved to the City the power to amend any section of the City Code so as to require additional or greater standards of construction, operation, and maintenance or otherwise pursuant to City's lawful police powers or as provided in this Agreement.

3.3.2 If it is necessary for Company to comply with any law or regulation of the FCC or the ACC to engage in the business activities anticipated by this Agreement, Company must comply with such laws or regulations as a condition precedent to exercising any rights granted by this Agreement. Provided, however, no such law or regulation of the FCC or ACC may enlarge or modify any of the rights or duties granted by this Agreement without a written modification to this Agreement.

3.3.3 Upon request Company must provide to the City copies of any communications and reports submitted by Company to the FCC or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters directly affecting enforcement of this Agreement.

3.3.4 Upon request Company must provide the City with regular reports, as reasonably needed, to establish Company's compliance with the various requirements and other provisions of this Agreement.

3.4 Interference and Emergency.

3.4.1. Company must receive approval by the City's Police and Fire Departments that Company's Wireless Facilities will not interfere with the City's public safety communications Wireless Facilities. Company agrees that all Wireless Equipment it operates within the City must strictly comply with the FCC's radio frequency emission regulations. In the event City incurs radio frequency interference with respect to its satellite, City communication Wireless Facilities, television or telephone equipment that is presumably caused by Company's operations, then City will give notice to Company via telephone and in writing. Within ten (10) days following Company's receipt of such notice, Company must conduct engineering field tests to determine if such interference is being caused by Wireless Equipment operated by Company. City may conduct engineering field tests using City's own engineer to determine if such interference is caused by Company's Wireless Equipment. City's engineer and Company's engineer will use their commercially reasonable efforts to determine the cause of said interference, but if the two cannot agree on the cause thereof, a neutral third-party engineer will be appointed by City and Company to determine the cause of the interference. If it is determined that such interference results from any of Company's Wireless Equipment, Company must within five (5) business days remedy such interference.

3.4.2. Company must continuously and without interruption, operate so that its Facilities are not deemed abandoned pursuant to 35-2209 of City Code.

3.4.3. Subject to the applicable provisions of the Chandler City Charter, City Code and Arizona Revised Statutes, City may, in the event of a public emergency, sever, disrupt, dig-up, or otherwise remove Company's Facilities if the action is deemed reasonably necessary by the City Manager, Fire Chief, Police Chief, Public Works Director, or Development Services Director. Notice will be given to Company at nocnoc@att.com A public emergency must be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of City residents, caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, or hazardous material spills.

3.5 Reservation to City. The City reserves every right and power, which is required to be herein reserved or provided by any ordinance or the Charter of the City, and Company, by its execution of this Agreement, agrees to be bound thereby

and to comply with any action or requirements of City in its reasonable exercise of such rights or power, heretofore or hereafter enacted or established. Neither the granting of any Agreement nor any provision hereof may constitute a waiver or bar to the exercise of any governmental right or power of the City.

SECTION 4. FEES AND CHARGES

4.1 Application Fee. Company must pay all fees and charges in connection with Company's performance under this Agreement. Company agrees to pay City, a fee in the amount indicated on the City fee schedule as of the date of submittal prior to submittal for approval of this Agreement to the City Council. Company has paid City a one-time payment for the Agreement Application Fee in the amount of $3,000.00.

4.2 Encroachment Permit Fees. Company must pay any and all fees as required for processing any Encroachment Permits independently of this Agreement as indicated on the City fee schedule as adopted by the City Council and applicable to such permits and construction prior to the issuance of such a permit.

4.3 Use Fee and Other Payments.

4.3.1 For the use of the Site, as of the Effective Date, Company must pay City the sum of $2,461.14 (calendar year 2025) per month as use fee for the Battleplan Tranche at Denver Basin Site (the "Base Fee"). Company shall begin construction within six (6) months of the Effective Date and initial payments of the Base Fee must be made on the first (1st) day of the month following commencement of construction or six (6) months from the Effective Date, whichever comes first. Subsequent Base Fee payments must be made on the first (1st) day of each month thereafter. The Base Fee for any fractional month at the beginning or at the end of the Term or Renewal Term will be prorated.

4.3.2 Beginning on the first day of January following the Effective Date, and on each January 1st thereafter, the Base Fee will increase by 3.5%.

4.3.3 In addition to the Base Fee, Company must pay to City any transaction privilege, sales, excise, rental, and other taxes (except income taxes) imposed now or hereinafter imposed by any governmental authority upon rentals and all other amounts to be paid by Company pursuant to this Agreement.

4.3.4 All fees and costs must be paid to City at the following address or to such other persons or at such other places as City may designate in writing. All payments must be in lawful money of the United States of America.

City of Chandler, Development Services
Mail Stop 405, P.O. Box 4008
Chandler, AZ 85244-4008
Attention: Development Services Administrator

4.3.5 City will send invoices to Company at the following address:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: AZL01776; Site Name: El Lobo (**AZ**)
Fixed Asset #: 15474814
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, GA 30319

SECTION 5. TERM OF AGREEMENT

5.1 Term. The term of this Agreement shall be as follows:

5.1.1 Original Term. The original term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date.

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5.1.2 **Extension**. The term of this Agreement may be extended for one (1) additional ten (10) year period subject to consent by City and Company, which either may withhold in its sole and absolute discretion as provided in Exhibit F. Both City and Company will be deemed to have elected to extend unless City or Company, respectively, gives notice to the contrary to the other at least one hundred eighty (180) days prior to the end of the original term or the current extension. The second term will begin on the tenth anniversary of the Effective Date. All the terms and conditions of this Agreement must be in effect during the Term and extension of the Term.

5.2 Hold Over. In any circumstance whereby Company remains in possession or occupancy of the Site after the expiration of this Agreement (as extended, if applicable), such holding over will not be deemed to operate as a renewal or extension of this Agreement. Instead, the hold over may only create a use right from month to month that may be terminated at any time by City upon thirty (30) days' notice to Company or upon sixty (60) days' notice to City. If Company remains in possession of the Site at the termination or expiration of the initial term or any extension thereof without a written agreement with City to do so, such holding over will be construed to be a tenancy at sufferance from month to month at one and one-half (1 1/2) times the amount of the Use Fee (defined in Section 4.3) in effect at the time of the hold over and Company will be subject to the same terms and conditions of this Agreement.

SECTION 6. ACCEPTANCE

6.1 Written Acceptance. Company's execution of this Agreement constitutes its acceptance of this Agreement as granted and its agreement to be bound by and to comply with this Agreement. Company's signature must be acknowledged by Company before a notary public.

6.2 Validity of Agreement. Company must acknowledge, as a condition of acceptance of this Agreement, that Company was represented throughout the negotiations of this Agreement by its own attorneys and had opportunity to consult with its own attorneys about its rights and obligations regarding same. Company has reviewed City's authority to execute and enforce this Agreement, and has reviewed all applicable law, both federal and state, and, after considering same, Company acknowledges and accepts the right and authority of City to execute this Agreement, to issue this Agreement and to enforce the terms herein. Both parties agree it shall not now or at any time hereafter contest or challenge the other party's authority under applicable federal, state and local law to enter into and enforce this Agreement in any city, state or federal court.

SECTION 7. ENCROACHMENT PERMIT – BATTLEPLAN TRANCHE AT DENVER BASIN **SITE**

7.1 Site. City has jurisdictional authority over the real property where the Company Facilities and the Use Area are located as depicted in attached Exhibit A.

7.2 Ingress, Egress and Utility Access. Under this Agreement, Company, its employees, agents, subcontractors, lenders, invitees, and guests shall have pedestrian and vehicular access to the Site without notice to City twenty-four (24) hours a day, seven (7) days a week, at no charge. This Agreement grants access to perform work where no excavation is involved and where previously permitted structures and facilities exist. If excavation is required for utilities, plans must be submitted to City Staff for approval which will not be unreasonably withheld. Company must submit engineered plans and drawings through the standard Encroachment Permit application process showing the exact location of Company's activities and the plans for installation to City Staff for approval prior to installation.

7.3 Use of Site. The Site must be used solely for the operation of wireless communication services utilizing telecommunication Facilities ("Company Facilities"). Company must not use the Site for any other purpose without the written consent of City. The Site shall be used only for lawful purposes, and only in accordance with all applicable building, fire and zoning codes, and applicable local ordinances and regulations.

7.4 City Cooperation. City agrees to cooperate with Company, at Company's expense, in making application for and obtaining all agreements and any and all other necessary approvals that may be required for Company's intended use of the Site. However, nothing herein shall be deemed to constitute a contractual obligation of City, as a municipality, to issue a required agreement where the officer, agent, or employee of City responsible for the issuance of such agreement deems the issuance of such an agreement to be inappropriate. This Agreement is not intended to supersede, modify, or waive City Code or Zoning Code requirements applicable to the construction of wireless communication facilities except to the extent they relate to an encroachment permit for the Battleplan Tranche at Denver Basin Site.

7.5 Tests and Construction. Company may enter the Use Area following the full execution of this Agreement to enter upon the Site for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, and other reasonably necessary tests for construction of Company's Facilities, except as otherwise limited by Section 7.3. Company must indemnify and hold City harmless against liability, loss, cost, damage, or expense that may arise out of any personal injury or property damage resulting from Company's entry upon the Site, except to the extent caused by City's negligence or willful misconduct. Company must coordinate with the Development Services Department to avoid interfering with any City operations while conducting any such tests or construction.

7.6 Company Construction/Improvements.

7.6.1 Company must submit plans and specifications for all the Facilities to be constructed or installed for prior review and approval by the Development Services Department. Such approval is separate from, but may be obtained concurrent with, development approvals (building permits, encroachment permits, special use permits, etc.) required and issued by the Development Services Department. All of Company's construction and installation work must be performed at Company's sole cost and expense and in a good and workmanlike manner.

7.6.2 The construction plans and specifications must include fully dimensioned site plans that are drawn to scale and show, as applicable, antenna, equipment shelter, the proposed changes in the landscape, the proposed type and height of fencing, if any, the proposed type of construction material for all structures, including fencing or screening, and any other details requested by City or required to obtain development approvals.

7.6.3 Company Facilities must remain Company's personal property and not fixtures, and title to the same shall be held by Company. Company shall remove all Company Facilities at its sole expense on or before the expiration or earlier termination of this Agreement and shall repair any damage to the Site caused by such removal and restore the Site to the condition it was in at the time of removal reasonable wear and tear and casualty excepted. If this removal includes the removal of a City owned structure such as a ball field light, a replacement structure approved by the Development Services Department will be constructed.

7.6.4 Any portion of Company's Facilities, or any of Company's personal property, equipment, or improvements on the Site that is not removed on or before ninety (90) days following the termination of this Agreement, may be removed by City and all expenses of such removal and site restoration charged to Company.

7.6.5 Company must make no alterations or additional improvements to or upon the Site without first obtaining written approval of the Development Services Department.

7.7 Utilities. Company must be liable for and must pay throughout the term of this Agreement, all charges for all utility service furnished to the Site for all Company purposes related to the operation and maintenance of Company's Facilities.

7.8 Maintenance and Repair. Company must keep their building, fencing or screen walls, if any, and other Facilities in good repair and in a neat and clean condition and must maintain and preserve any landscaping within and around any fenced area in accordance with City zoning code.

7.9 Hazardous Substances. Company's activities upon or about the Use Area are subject to the following regarding any hazardous or toxic substances, waste or materials or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., or any other federal, state, county, or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances"):

7.9.1 No Warranties. Company understands the hazards presented to persons, property, and the environment by dealing with Toxic Substances. City makes no warranties as to whether the Use Area contains actual or presumed asbestos or other Toxic Substances.

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7.9.2 **Discovery**. Within twenty-four (24) hours after discovery by Company of any Toxic Substances at the Use Area, Company must report such Toxic Substances to City in writing. Within fourteen (14) days thereafter, Company must provide City with a written report of the nature and extent of such toxic substances found by Company.

7.9.3 **Disturbance of Toxic Substances**. Prior to undertaking any construction or other significant work, Company must cause the Use Area to be inspected to prevent disturbance of potential asbestos or other Toxic Substances. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Company must cause Company's contractor or other person performing such work to give to City notice by the method described in this Agreement to the effect that the person will inspect for Toxic Substances, will not disturb Toxic Substances, and will indemnify, defend and hold City harmless against any disturbance in Toxic Substances in the course of the Company's or other person's work. Company must cause any on-site or off-site storage, inspection, treatment, transportation, disposal, handling, or other work involving Toxic Substances by Company in connection with the Use Area to be performed by persons, equipment, Facilities and other resources who are at all times properly and lawfully trained, authorized, licensed, permitted and otherwise qualified to perform such services. Company must promptly deliver to City copies of all reports or other information regarding Toxic Substances.

SECTION 8. LETTER OF CREDIT.

8.1 **Amount; Purpose**. Within thirty (30) Days after the Effective Date of this Agreement, Company must deposit with the City an irrevocable letter of credit in the amount of fifty thousand dollars ($50,000) (replenishable as specified in Section 8.3 below) issued by a federally insured commercial lending institution and in the form set forth in Exhibit "D". The subject letter of credit may be used in whole or in part to assure (a) the faithful performance by Company of all provisions of this Agreement; (b) compliance with all orders, permits, and directions of any Department of the City having jurisdiction over Company's acts or defaults under this Agreement; and (c) Company's payment of any penalties, liquidated damages, claims, liens, and taxes due to the City that arise by reason of the construction, operation, or maintenance of the Wireless Facilities, including cost of removal or abandonment of any of Company's property.

8.2 **Drawing on Letter of Credit**. The letter of credit may be drawn upon by the City by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the City Manager certifying that Company has been found to have failed to comply with this Agreement, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this Agreement or authorized by law, and no action proceeding against a letter of credit will affect any other right the City may have.

8.3 **Replenishing**. The letter of credit shall be structured in such a manner so that if the City at any time draws upon the letter of credit, upon notice to Company by the issuing lending institution, Company must immediately increase the amount of available credit by the amount necessary to replenish that portion of the available credit exhausted by the honoring of the City's draft; provided, however the maximum amount available to be drawn on this letter of credit for any one event may not exceed fifty thousand dollars ($50,000). The intent of this Section is to make available to the City at all times a letter of credit in the amount of fifty thousand dollars ($50,000).

SECTION 9. INSTALLATION, CONSTRUCTION & OPERATION OF THE WIRELESS FACILITIES

9.1 **Damage to Public Property**. Whenever the installation, removal, or relocation of any of Company's Wireless Facilities is required under this Agreement, and such installation, removal or relocation cause damage to Public Property, Company, at its sole cost and expense, must promptly repair and return Public Property in which the Wireless Facilities components are located to a safe and satisfactory condition in accordance with applicable laws, reasonably satisfactory to the Development Services Director or designee. If Company does not repair the Site as just described, City will have the option, upon fifteen (15) days prior written notice to Company, to perform or cause to be performed such reasonable and necessary work on behalf of Company and to charge Company for the proposed costs to be incurred or the actual costs incurred by City at City's standard rates, plus an administrative fee of fifteen percent (15%). Upon the receipt of a demand for payment by City, Company must, within thirty (30) days, reimburse City for such costs. For any pavement cuts by Company, Company agrees to restore the pavement and to reimburse City for all costs arising from the reduction in the service life of any public road, in accordance with the provisions of Chapter 46 of the City Code and the fees established by City pursuant thereto. Company agrees to pay within thirty (30) days from the date of issuance of an

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invoice from City. Provided, however, in the event Company failure creates a dangerous condition for which immediate repair or corrective action is necessary for health or safety reasons, no prior notice need be provided to Company, but City may at City's option, immediately repair and restore the site to a safe condition and charge Company as provided above.

9.2 Damage to Facilities of Others. Company must construct, install, locate, and relocate its Wireless Facilities in such a manner that it causes no disruption of other services or damage to the other facilities. If Company damages any City facility, Company must pay to City, the full costs of all repairs incurred by City to repair such damage, together with an administrative fee of fifteen percent (15%). If Company damages any facility owned by an entity other than City, Company must, at the option of the entity whose facility was damaged, either repair and restore such facility to its condition before such damage or reimburse that entity the full cost incurred for repairs and restoration and also for other damages as proved by such other entity.

SECTION 10. TERMINATION

10.1 Termination. This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is thirty (30) days from receipt of written notice of default; or (ii) by Company if it does not obtain or maintain any agreement, permit, or other approval necessary for the construction and operation of the Site; or (iii) by Company if Company determines that the Site is not appropriate for its operations for economic or technological reason, including without limitation, signal interference; or (iv) Company's Insolvency as described in this section; or (v) by Company upon written notice thereof to City for any or no reason, so long as Company pays City a termination fee equal to three (3) months' rent.

10.2 Rights at Termination. The following provisions will apply at the expiration of the term of this Agreement:

10.2.1 Surviving Obligations. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

10.2.2 Delivery of Possession. Company must cease using the Site. Company must without demand, peaceably and quietly quit and deliver up the Use Area to the City thoroughly cleaned, in good repair with the Use Area maintained and repaired and in as good order and condition, reasonable use and wear excepted, as the Use Area is now or in such better condition as the Use Area may hereafter be placed.

10.2.3 Confirmation of Termination. Upon expiration or termination of this Agreement for any reason, Company must provide to City upon demand recordable disclaimers covering the Use Area executed and acknowledged by Company and by all persons claiming through this Agreement or Company any interest in or right to use the Use Area.

10.2.4 Removal of Improvements. Company must remove all Facilities and restore the Use Area to its prior condition, or to a condition matching City's surrounding land and improvements, as directed by City, at Company's expense within 30 days of termination of this Agreement. Without limitation, such work shall include revegetation and appropriate irrigation Wireless Facilities for revegetated areas.

10.2.5 Prior Improvements. This section also applies to any improvements that Company may have made to the Site.

10.3 Company's Insolvency. Company's insolvency will be deemed an event of default. "Insolvency" means: (a) the making by Company of any general assignment or general arrangement for the benefit of creditors; (b) the filing by or against Company of a petition to have Company adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Company, the same is dismissed within sixty (60) days); or (c) the appointment of a trustee or receiver to take possession of substantially all of Company's

assets located at the Site or of Company's interest in this Agreement, where possession is not restored to Company within thirty (30) days.

SECTION 11. INDEMNITY AND INSURANCE

11.1 Insurance Responsibility. During the entire term of this Agreement, Company must insure its property and activities at and about the Site and must provide insurance and indemnification as follows. Company must carry and maintain as provided in Section F below, until all their respective obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with Company's obligations under this Agreement and Company's activities on the Site, including the installation, construction, relocation, removal, repair, operation, and maintenance of the Wireless Facilities and Communications Equipment by Company, its agents, representatives, employees, or contractors performing on Company's behalf. The insurance requirements herein in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the limits contained herein are sufficient to protect Company from liabilities that might arise out of this Agreement by Company, its agents, representatives, employees, or contractors performing on Company's behalf, and Company is free to purchase such additional insurance as may be determined necessary.

11.2 Scope and Limits of Insurance. Company must provide coverage with limits of liability stated below.

11.2.1 Commercial General Liability – Occurrence Form. Policy must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

General Aggregate	$10,000,000
Products – Completed Operations Aggregate	$10,000,000
Each Occurrence	$10,000,000

If any excess insurance is utilized to fulfill the insurance requirements, the excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance. The policy must be endorsed to include the following: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers shall be included as an additional insured with respect to liability caused, in whole or in part, by of the activities performed by the Company." The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

11.2.2 Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of work under this Agreement.

Combined Single Limit (CSL)	$1,000,000 per incident

The policy must contain an "MCS-90" endorsement providing for clean-up of pollution conditions arising from transported product, if the work performed under the Agreement requires the transportation of any Hazardous Substances by motor vehicle. The policy must also be endorsed to include The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers shall be included as an additional insured with respect to liability caused, in whole or in part, by the activities performed by Company, including automobiles owned, leased, hired, or borrowed by Company".

11.2.3 Worker's Compensation and Employers' Liability.

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Policy must contain a waiver of subrogation against the City of Chandler.

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11.2.4 Pollution Liability.

Per Occurrence	$10,000,000
Annual Aggregate	$10,000,000

The policy must be endorsed to include the following: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers shall be included as an additional insured with respect to liability arising out of the activities performed by Company." The policy must include coverage for cleanup of sudden or accidental pollution conditions arising from the Wireless Facilities and Communications Equipment, as defined in the Agreement; cleanup of new conditions arising from Company's operations and use of the Site under this Agreement; and third-party claims for on and off-site bodily injury and property damage. Company warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. Company may self-insure this coverage.

11.2.5 Telecommunications, Media & Technology Errors & Omissions including Network Security & Privacy Liability Insurance (Cyber).

Per Claim and Aggregate	$10,000,000

The policy must cover professional errors and omissions for those positions defined in the Scope of Services of this Agreement. If the professional liability insurance required by this Agreement is written on a claims-made basis, any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the Effective Date of this Agreement. If such insurance is maintained on an occurrence form basis, Company must maintain such insurance for an additional period of one (1) year following termination or expiration of this Agreement. If such insurance is maintained on a claims-made basis, Company must maintain such insurance for an additional period of three (3) years following termination or expiration of this Agreement. If Company contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), Company must provide proof of same. The insurance must provide coverage for the following risks: (i) Liability arising from theft, dissemination and / or use of confidential information (a defined term including bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form; (ii) Network security liability arising from the unauthorized access to, use of or tampering with the System including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure; (iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, the System, network or similar computer related property and the data, software, and programs thereon.

11.3 Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions: Company's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Company has undertaken under this Agreement. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by the Company under this Agreement. Company self-insures its pollution liability insurance and in satisfaction of the waiver of subrogation requirement Company shall include City as joint loss payee to the extent of the City's insurable interest which would have been covered had Company purchased pollution liability insurance.

11.4 Notice of Cancellation. Upon receipt of notice from its insurer(s), Company must provide thirty (30) days prior written notice of cancellation to the City of any required coverage that is not replaced. Such notice must be sent directly to the addresses listed below and must be sent by first class mail.

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City of Chandler
Attention: Development Services Department
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008
Phone: (480) 782-3000
Email: tuf@chandleraz.gov

With a copy to: Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

11.5 Acceptability of Insurers. Insurance is to be placed with insurers legally authorized in the State of Arizona and with an "A.M. Best" rating of not less than A-VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Company from potential insurer insolvency.

11.6 Verification of Coverage. Company must furnish City with certificates of insurance (ACORD form or Company's form for self-insurance) as required by this Agreement. Certificates of insurance shall be completed and signed by the insured's broker authorized by the insured to bind coverage on its behalf. All certificates and copies of required endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and such coverage must be maintained for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement. All certificates required by this Agreement must be sent directly to the City of Chandler Development Services Department with a copy to Risk Management as the addresses listed in Section 11.4. The Agreement number and description are to be noted on the certificate of insurance.

11.7 Contractors. Company must require all contractors and subcontractors to obtain and maintain substantially the same coverage with substantially the same limits as required of Company and must Include the City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers as an additional insured. Notwithstanding the above, contractor's limits of liability must not be less than $1,000,000 per occurrence, $2,000,000 aggregate.

11.8 Approval. Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Office of the City Attorney, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.

11.9 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement or any and all Permits and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Company and all other persons using, acting, working or claiming through or for Company (if they or their subcontractor, employee or other person or entity hired or directed by them participated in any way in causing the claim in question) shall jointly and severally indemnify, defend and hold harmless City and all other parties required to be named as additional insureds under this Section 11 ("Additional Insureds") for, from and against any and all claims or harm related to Company's use of the Site or the rights granted to Company with respect to the Site or Company's exercise of its rights under this Agreement (the "Indemnity"). Without limitation, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of Company's use of the Site or other property pursuant to this Agreement or any and all Permits, or any actions, acts, errors, mistakes or omissions

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relating to work or services in the performance of or related to this Agreement by Company, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the Site or surrounding areas related to Company's exercise of its rights under this Agreement, except to the extent caused by City or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence City may be liable. Notwithstanding the foregoing, the Indemnity does not apply to: (i) Claims arising from the sole or gross negligence or intentionally wrongful acts of City; or (ii) Claims that the law prohibits from being imposed upon the indemnitor.

11.10 Risk of Loss. Company assumes the risk of all loss, damage or claims related to Company's use of the Site or other property of City, Company or third parties throughout the term of this Agreement and the term(s) of any and all Permits unless caused by the sole or gross negligence or intentionally wrongful acts of City, its employees, agents or contractors. Company must be responsible for all damage to its property and equipment related to this Agreement unless caused by the gross negligence or willful misconduct of the City or its employees, agents or contractors.

11.11 Insurance to be Provided by Others. Company must cause its contractors or other persons occupying, working on or about, or using the Site pursuant to this Agreement to be covered by their own or Company's insurance as required by this Agreement. The required policy limits for commercial general liability insurance provided by such persons must be $1,000,000 for each occurrence, $1,000,000 for products and completed operations annual aggregate, and $2,000,000 general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor at the Site (such as Company's consulting design engineers).

SECTION 12. ASSIGNABILITY AND TRANSFERABILITY

12.1 Assignability. This Agreements and all permits are not assignable by Company (and any assignment shall be void and vest no rights in the purported assignee) unless the assignment is made in strict compliance with the following.

12.2 Assignments Affected. Every assignment of any of Company's interest in the Use Area, any agreement, any Permit, or any of Company's rights or interests hereunder is prohibited unless Company first receives from City notice of City's consent to the assignment, City's consent to such assignment not to be unreasonably withheld, conditioned, or delayed. All references in this Agreement to assignments by Company or to assignees shall be deemed also to apply to all of the following transactions, circumstances and conditions and to all persons claiming pursuant to such transactions, circumstances and conditions: (i) Any voluntary or involuntary assignment, conveyance or transfer of Company's right to use the Use Area under this Agreement or any interest or rights of City under this Agreement, in whole or in part; (ii) Any voluntary or involuntary pledge, lien, mortgage, security interest, judgment, claim or demand, whether arising from any contract, any agreement, any work of construction, repair, restoration, maintenance or removal, or otherwise affecting Company's rights to use the Use Area (collectively "Liens"); (iii) Any assignment by Company of any interest in any agreement or Permit for the benefit of creditors, voluntary or involuntary; (iv) A Company Insolvency; (v) The occurrence of any of the foregoing by operation of law or otherwise; (vi) The occurrence of any of the foregoing with respect to any assignee or other successor to Company.

12.3 Pre-approved Assignments. City hereby consents to certain assignments (the "Pre-approved Assignments"). Only the following assignments are Pre-approved Assignments:

12.3.1 Complete Assignment of Agreement and Permits. Company's complete assignment of all of Company's rights and Interests in the Use Area and approved Agreements, and issued Permits to a single assignee who meets all of the following requirements, as determined by City in City's reasonable discretion (a "Qualified Operator"): (i) The assignee has experience, management, credit standing and financial capacity and other resources equal to or greater than Company's and adequate to successfully perform the obligations set forth herein; (ii) The assignee is experienced in the management and operation of similar projects; (iii) The assignee assumes all of Company's obligations herein; (iv) The assignee has a net worth of not less than Fifty Million and No/100 Dollars ($50,000,000.00).

12.3.2 Stock Transfers. The transfer of publicly traded stock, regardless of quantity.

12.3.3 Merger. The merger or consolidation of Company with another entity that is a Qualified Operator.

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12.3.4 Common Ownership Transfer. Company's complete assignment of all of Company's rights and interests in the Use Area and approved agreements to a single assignee who is and remains a majority owned subsidiary of Company's owner as of the date of the Agreement (or a majority owned subsidiary of a majority owned subsidiary of Company's owner as of the date of the Agreement), or a majority owned subsidiary of Company.

12.3.5 Others. (a) Company's Affiliates; (b) any entity with a net worth of at least Twenty Million Dollars ($20,000,000); (c) any entity that acquires all or substantially all the Company's assets in the market as defined by the FCC in which the Site is located; or (d) an entity whose primary business is managing and maintaining wireless communications towers. As used herein, an "Affiliate" means any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency, or otherwise.

12.4 Limitations on Assignments. City's consent to any assignment, including without limitation, Pre-approved Assignments, is not effective until the following conditions are satisfied: (i) Except for the sale of stock, Company must provide to City notice of the transaction assigning its interests; and (ii) Each assignee must assume all rights and obligations of the assignor arising under this Agreement from and after the effective date of the assignment.

12.5 Assignment Remedies. Any assignment without City's consent shall be void and shall not result in the assignee obtaining any rights or interests. City may, in its sole discretion and in addition to all other remedies available to City under this Agreement or otherwise, and in any combination, terminate all Agreements and Permits; collect Base Fee from the assignee and/or declare the assignment to be void, all without prejudicing any other right or remedy of City this Agreement. No cure or grace periods may apply to assignments prohibited under this Agreement or to enforcement of any provision under this Agreement against an assignee who did not receive City's consent.

12.6 Effect of Assignment. Prior to any assignment other than a Pre-approved Assignment, each assignee must execute an assumption of each Agreement and Permit in the form attached hereto as Exhibit E. No action or inaction by City shall be deemed a waiver of the prohibition on assignments or any other provision herein, or the acceptance of the assignee, Company or occupant as Company, or a release of Company from the further performance by Company of the provisions of this Agreement, any agreement, or any permit. Consent by City to an assignment shall not relieve Company from obtaining City's consent to any further assignment. No assignment may release Company from any liability hereunder.

12.7 Enforceability after Assignment. No consent by City may be deemed to be a novation. City's consent to any assignment does not in any way expand or modify the terms set forth this Agreement or waive, diminish, or modify any of City's rights or remedies under any agreement or any permit. The terms set forth in this Agreement will be enforceable against Company and each successor, partial or total, and regardless of the method of succession, to Company's interest hereunder. Each successor having actual or constructive notice of this Agreement, any agreement or permit will be deemed to have agreed to the preceding sentence.

12.8 Grounds for Refusal. Except for the Pre-approved Assignments, no assignment of any agreement or permit by Company is contemplated or bargained for. Without limitation, City has the right to impose upon any consent to assignment such conditions and requirements as City may deem appropriate.

12.9 Consent to Assignments Company must attach to each Pre-approved Assignment a copy of Company's notice to City of the Pre-approved Assignment and other required documents, Company must attach to each other assignment, a copy of City's notice to Company of City's consent to the assignment. This Agreement will continue to be enforceable according to its terms in spite of any provisions of any documents relating to an assignment.

12.10 Assignment Fee. Company must pay to City in advance the sum of Five Hundred Dollars ($500) as a nonrefundable fee for legal, administrative, and other expenses related to every Pre-approved Assignment of an Agreement (including any related Site Permits (other than the sale of publicly traded stock) or to any request for a consent to assignment, whether City grants such request.

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SECTION 13. USE AREA

13.1 Authority to Use Public Property. Upon approval of this Agreement, City grants to Company permission to install Wireless Facilities in the Public Property upon issuance of all required Permits as set forth below.

13.2 Limitations. Notwithstanding anything herein to the contrary, the Use Area includes and is limited to only certain area that Company is permitted to use and occupy as depicted in Exhibits A and B. The Use Area will be clearly defined by the Boundary Plan in the Preliminary Drawings or Construction Drawings.

13.3 Use Area Boundary. The Use Area excludes other parts of the Public Property and all other land. Company must not occupy or use any other portion of the Public Property or adjoining lands, except as specifically permitted for access to a public right-of-way and utilities from the point of connection, as provided in this Agreement. An approved agreement or an issued Permit does not allow any use of land outside the Use Area, except as otherwise provided in this Agreement. If any portion of Company's work, improvement, or equipment is to be located on other land, such work, improvements, and equipment are prohibited unless Company first obtains from the owner of said land (including City, if applicable) an agreement allowing such work, improvements, or equipment (a "Supplemental Parcel Agreement").

13.4 Power and Telephone Service. Nothing herein grants permission for any portion of the power, telephone, or other service routes, if any. Use of the Public Property or utility easements for these purposes, if any, is governed by other City laws, rules, and policies, and by the Agreement or franchise between City and electrical, telephone, and other service Companies. Any proposed service entrance section, electrical meter pedestal, vault or other equipment and any associated conduits required by power, telephone, or other service Companies to be constructed by the Company to provide such services to the Site must be clearly indicated on the Site Construction Drawings to coordinate with and avoid conflicts with other users. Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Use Area.

13.5 Rights in Adjacent Land. Company's interests granted by this Agreement are expressly limited to the real property defined as the "Site" and/or "Use Area". Without limitation, in the event any public right-of-way or other public or private property at or adjacent to the Site or Use Area is owned, dedicated, abandoned, or otherwise acquired, used, improved, or disposed of by City, such property will not accrue to Company but will be City's only.

13.6 Variation in Area. In the event the Use Area consists of more or less than any stated area, Company's obligations hereunder will not be increased or decreased.

13.7 Condition of Title. Company must not amend, modify, terminate, or otherwise change the Site Documents or create new Site Documents without the City's written approval.

13.7.1 Title. City does not warrant title or rights to use the Use Area or any other property.

13.7.2 Intentionally Omitted.

13.8 Condition of Use Area. The Use Area is made available in an "as is" condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to their condition or fitness for any use or particular purpose.

13.9 No Real Property Interest. Notwithstanding any provision hereof to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Company's rights herein are limited to use and occupation of the Use Area for the Permitted Uses. Company's rights in the Use Area are limited to the specific rights created herein as an approved Agreement.

13.10 Reserved Right and Competing Users and Activities. Notwithstanding anything herein to the contrary, City specifically reserves to itself and excludes from any issued Permit a non-exclusive delegable right (the "Reserved Right") over the entire Use Area for all manner of real and personal improvements and for streets,

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sidewalks, trails, landscaping, utilities, and every other land use of every description, provided the foregoing does not unreasonably interfere with Company's use of the Use Area. Without limitation:

13.10.1 Competing Users. Company accepts the risk that City and others (the "Competing Users") may now or in the future install their facilities in the Use Area in locations that make unoccupied parts of the Public Property unavailable for Company's use.

13.10.2 Competing Activities. Company accepts the risk that there may now or in the future exist upon the Use Area all manner of work and improvements upon the Use Area (the "Competing Activities"). The Competing Activities include without limitation any and all laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning or other dealing with any or all of the following, whether above, upon or below the surface of the Use Area and whether occasioned by existing or proposed uses of the Public Property or existing or proposed uses of adjoining or nearby land: (i) All manner of streets, alleys, sidewalks, trails, ways, traffic control devices, subways, tunnels, trains and gates of every description, and all manner of other transportation facilities and their appurtenances; (ii) All manner of pipes, wires, cables, conduits, sewers, pumps, valves, switches, conductors, connectors, poles, supports, access points and guy wires of every description, and all manner of other utility facilities and their appurtenances; (iii) All manner of canals, drains, bridges, viaducts, overpasses, underpasses, culverts, markings, balconies, porches, overhangs and other encroachments of every description and all manner of other facilities and their appurtenances: (iv) All other uses of the Public Property that City may permit from time to time.

13.11 City's Rights Cumulative. All of City's Reserved Rights under various provisions of this Agreement and any and all issued Permits will be cumulative to each other.

13.12 Use Priorities. This Agreement does not grant to Company or establish for Company any exclusive rights or priority in favor of Company to use the Use Area. Company must not obstruct or interfere with or prevent any Competing User from using the Use Area. City agrees that Competing Users may not obstruct or interfere with or prevent Company from using the Use Area.

13.13 Regulation. City reserves the full authority to regulate use of the Use Area and to resolve competing demands and preferences regarding use of the Use Area and to require Company to cooperate and participate in implementing such resolutions. Without limitation, City may take any or all of the following into account in regulating use of the Use Area: (i) all timing, public, operational, financial and other factors affecting existing and future proposals, needs and plans for Competing Activities; and (ii) all other factors City may consider relevant, whether or not mentioned in this Agreement and any and all issued Permits; (iii) differing regulatory regimes or laws applicable to claimed rights, public benefits, community needs and all other factors relating to Competing Users and Competing Activities.

13.14 Communications Equipment Relocation. Upon ninety (90) days' notice from City, Company may temporarily or permanently relocate or otherwise modify the Communications Equipment (the "Relocation Work") as follows: (i) Company must perform the Relocation Work at its own expense when required by the City Manager; and (ii) The Relocation Work includes all work determined by City to be necessary to accommodate Competing Activities, including without limitation temporarily or permanently removing, protecting, supporting, disconnecting, or relocating any portion of the Communications Equipment; and (iii) City may perform any part of the Relocation Work that has not been performed within the allotted time. Company must reimburse City for its actual costs in performing any Relocation Work. City has no obligation to move Company's, City's or others' facilities, but may assist Company to find a new location and to expedite the approval process; and (iv) City reserves the right to use any of Company's Facilities that are abandoned in place or that are not relocated on City's request; and (v) all Relocation Work is subject to and must comply with this Agreement; and (vi) if City and Company cannot mutually agree on an alternate location, this Agreement will terminate as set forth in section 15.1; and (vii) Communication Equipment relocated to an acceptable location must be reflected by an amendment to this Agreement and subject to City Council approval.

13.15 Interference/Disruption by Competing Users. Neither City, nor any agent, contractor, or employee of City will be liable to Company, its customers nor third parties for any service disruption or for any harm caused them or the Communications Equipment due to Competing Users or Competing Activities.

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13.16 Emergency Disruption by City. City may remove, alter, tear out, relocate, or damage portions of the Communications Equipment in the case of fire, disaster, or other emergencies as the City Manager deems such action to be reasonably necessary under the circumstances. City will make reasonable efforts to contact the Company's Network Operations Center at nocnoc@att.com. In such event, neither City, nor any agent, contractor or employee of City may be liable to Company or its customers or third parties for any harm so caused to them or the Communications Equipment. When practical, City may consult with Company in advance to assess the necessity of such actions and to minimize damage or disruption of operation of the Communications Equipment to the extent reasonably practical under the circumstances. City will inform Company after such action is taken. The terms and condition for Relocation Work apply for Company's repair for the emergency disruption of Company's Wireless Facilities.

13.17 Public Safety. If the Communications Equipment or any other Company equipment, improvements, or activities present any immediate hazard or impediment to the public, to City, to City's equipment or facilities, to other improvements or activities within or outside of the Use Area, or to City's ability to safely and conveniently operate the Public Property or perform City's utility, public safety, or other public health, safety, and welfare functions, Company must immediately remedy the hazard, comply with City requests to secure the Public Property, and otherwise cooperate with City at no expense to City to remove any such hazard or impediment. Company's work crews must report to the Use Area within four (4) hours of any request by City under this section.

13.18 Third Party Permission. Company's Wireless Facilities must not be located on Third Party Areas without the third party's written permission. This Agreement may be suspended for Company's failure to obtain the third party's written permission to use Third Party Areas.

SECTION 14. PROPRIETARY INFORMATION

14.1 Notice to Company. If City receives a request to disclose information identified by Company as Proprietary Information, City will notify Company of such request as provided in section 19.15 to permit Company at Company's cost a reasonable opportunity to prevent the disclosure of the requested information. If the City does not receive a court order to prevent disclosure within five business days from the date of the notice, the City will disclose the requested information.

14.2 Public Records Law. Notwithstanding any provision in this Agreement, Company acknowledges and understands that City is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Laws (A.R.S. § 39-121 et. seq.).

SECTION 15. ABANDONMENT

15.1 Abandonment; Removal of Facilities. In the event that the use of a substantial part of any of the Wireless Facilities is discontinued for any reason for a continuous period of two (2) years for reasons other than Force Majeure, or in the event such Wireless Facilities or property has been installed in any Public Property without complying with the requirements of this Agreement, or this Agreement has terminated or been revoked, Company must promptly, upon being given 60 days' notice from the City, begin removal of such Wireless Facilities and related appurtenances from the Public Property other than such underground facilities which the City may permit to be abandoned in place. In the event of such removal, Company must promptly restore the Public Property or other area from which such property has been removed to a condition satisfactory to the City subject to the City's customary practice to review upon request of Company. As a minimum, Company must restore the Public Property to a condition as existed prior to the removal of the structure or property.

15.2 Permanent Abandonment. The Wireless Facilities and any other property of Company remaining on the Public Property without the consent of the City 180 days after the revocation of this Agreement will be at the option of the City considered permanently abandoned.

SECTION 16. AGREEMENT REVOCATION

16.1 Revocation for Nonuse. Not later than 24 months after the date that the City issues a wireless agreement

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under C.C.C. chapter 46, or an amended video service agreement under C.C.C. chapter 46, Company must offer and provide wireless services unless the Company cannot meet the requirement for reasons beyond the Company's control as provided in Section 19.22. If Company fails to comply with this section, the City may revoke this Agreement.

16.2 Revocation for Cause. In addition to C.C.C. chapter 46 and subject to Section 16.4 below, this Agreement may, after public hearing and notice and an opportunity to cure pursuant to Section 16.3 below, be revoked, altered, or suspended by the City as it deems necessary on any of the following grounds: (i) failure to file and maintain any faithful letters of credit, insurance coverage or pay Agreement fees as required under this Agreement; (ii) failure to comply with applicable law regarding the operation of the Wireless Facilities, this Agreement, or the appropriate regulatory authority; (iii) violation of material terms of this Agreement; (iv) fraud by Company, in its conduct or relations under the Agreement; (v) willful or grossly negligent repeated violations of this Agreement; (vi) failure to comply with any federal, state, local or administrative order, law, permit regulation or consent decree as such may apply to Company's activities, as contemplated in this Agreement; and (vii) permanent or temporary suspension for a period greater than 180 calendar days by the United States or the State of Arizona for any authorizations for Company to own, operate, maintain, or construct a Wireless Facilities.

16.3 Cure Period. If any of the foregoing events occur, Company will be given a period of 60 days after receipt of a written notice of default from the City to cure the default before the hearing described in Section 16.4. The provisions of Section 16.4 apply: (i) if Company fails to cure the event of default within the 60 day period; or (ii) when an event of a default cannot be cured within the 60 day period and Company fails to begin and diligently pursue the cure.

16.4 City Determination; Public Hearing. If Company fails to remedy its default as provided for in Section 16.2, City will notify Company of that determination and will state the major causes and reasons supporting the determination. Company will be granted ten (10) days to respond to the determination. The City will consider the response of Company, if any, and may then terminate, postpone for a period, or proceed with the revocation, alteration, or suspension process. If the City proceeds with the revocation, alteration, or suspension process, or reactivates a postponed proceeding, a written statement of revocation, alteration, or suspension will be served upon Company stating the principal reasons for such action and a copy of the statement must be sent by certified U.S. mail, return receipt requested, to Company as provided in Section 19.15. The City Council may take final action on the revocation, alteration, or suspension of this Agreement after the public hearing.

16.5 Removal of Facilities. Upon revocation of this Agreement, the City may declare a forfeiture, whereupon all rights and privileges of Company under this Agreement will immediately be divested without a further act upon the part of Company, and Company must remove its structures or property from the Public Property and restore the Public Property to the condition as existed prior to the removal of the structure or property. Upon Company's failure to do so within six (6) months of revocation, the City may perform the work and collect the City's cost from Company. At the City's option, Company may abandon structures or property in place as provided in this Agreement. At a minimum, the Public Property must be restored to a condition as existed before the removal of the structures or property.

SECTION 17. RADIO FREQUENCY REQUIREMENTS; CITY EMPLOYEE SAFETY

17.1 RF Compliance Requirements. Company must document, report, and confirm its compliance with FCC Radio Frequency Exposure Guidelines (FCC OET Bulletin 65) and all other applicable radio frequency emissions laws and regulations in effect within six (6) months after commencement of operations (collectively, the "FCC Rules"). Company must cause its senior internal engineer responsible for compliance with the FCC Rules to deliver to City a written letter (the "RF Letter"), as follows: (i) The RF Letter must attest that Company's operation of the Communications Equipment complies with the FCC Rules. A statement from Company declaring exemption from reporting to FCC is not acceptable to comply with the requirements of this paragraph; and (ii) Company must maintain records of radio frequency measurements and Communications Equipment performance in accordance with the FCC Rules; and (iii) Company must show its compliance with the FCC Rules.

17.2 Prior Notice for Work Near Wireless Facilities. Prior to performing any work on the Site, the City's employee will contact the Network Operations Center (the NOC") whose information must be located on the ground level Communications Equipment or on the pole. The City's employee will identify himself or herself as an employee

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of City and will request deactivate the RF signals at the Site for a specified period. Upon completion of the work, the City's employee will contact the NOC to inform Company that the Site may activate the RF signals.

SECTION 18. VIOLATION USE FEES AND PUBLIC SAFETY VIOLATIONS.

18.1 Violation Use Fee. Company agrees to pay Violation Use Fees as provided in C.C.C. chapter 46 when Company breaches the terms of this Agreement and fails to cure the breach after the applicable notice and cure period. The City may elect to draw upon the letter of credit required in Section 8 to collect the Violation Use Fees. For continuing violations within a 24-hour period, each calendar day is considered a separate period for purposes of recovery of Violation Use Fees. Company's payment of Violation Use Fees does not excuse Company's breach of this Agreement or limit the City's legal or equitable remedies.

18.2 Enforcement of Violation Use Fees. The City Manager may issue a warning for Company's first violation under this section. The City Manager will issue notice to the Company as listed in Section 19.15. If City determines that Company is liable for Violation Use Fee, the City assesses the Violation Use Fee by setting forth the nature of the violation and the amount of the assessment. Within ten days of the notice of violation date, Company may appeal the violation as provided in C.C.C. chapter 46 or must pay the Violation Use Fee.

18.3 Public Safety Violations; Civil Sanctions. In addition to imposing a Violation Use Fee, as provided in C.C.C. chapter 46 the City Manager may issue notices of violation of this Agreement and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the public right-of-way. The City Manager may issue a warning for Company's first violation under this section. The City Manager will issue notice to the Company as listed in Section 19.15, and Company's violation may result in a civil sanction as provided in C.C.C. chapter 46. For continuing violations within a 24-hour period, each calendar day is considered a separate period for civil sanctions.

18.4 Civil Action for Violations. These remedies are cumulative, and the City may proceed under one or more remedies. Any party who causes, permits, facilitates, or aids or abets any violation of any provision of this section or who fails to perform any act or duty required by this section is subject to a civil sanction as provided in C.C.C. chapter 46.

SECTION 19. GENERAL CONDITIONS.

19.1 Agreement Administrator and Enforcement. In all matters of agreement administration, the City Manager has authority to determine Company's compliance with the terms and provisions of this Agreement, and in the event of non-compliance, to exercise any or all of the remedies provided in this Agreement and to the full extent provided by law.

19.2 Right of Inspection of Construction. The City may inspect all construction or installation work performed subject to the provisions of this Agreement and to make such tests as it deems necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law.

19.3 Right of Intervention. The City may intervene in any suit or proceeding related to or arising out of this Agreement to which Company is party, and Company may not oppose such intervention by the City.

19.4 Intentionally Omitted.

19.5 Intentionally Omitted.

19.6 Compliance With Laws. Company must comply with all federal, state, and City ordinances, resolutions, rules, and regulations related to the rights and duties granted Company under this Agreement.

19.7 Intentionally Omitted.

19.8 Non-Enforcement by the City. Company will not be relieved of its obligation to comply with any of the provisions of this Agreement by reason of the City's failure to insist upon or to seek compliance with any term and

condition.

19.9 Agreement Documents. Company must submit to the City the letter of credit and insurance certificates as required by the Agreement within 30 days of the Effective Date. This Agreement granted is not legally operative until all of Company's requirements in this Section are completed. In the event Company does not timely satisfy these, this Agreement will be deemed null and void unless Company's time to comply is extended by the Council.

19.10 Survival of Warranties. Company's representations and warranties made as part of the grant of this Agreement, or any permit issued under this Agreement survive termination or revocation of this Agreement.

19.11 Right of Cancellation. Company acknowledges that this Agreement is subject to cancellation by the City under A.R.S. § 38-511.

19.12 Covenant Against Contingent Fees. Company warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in this Agreement. For breach or violation of this warranty, the City has the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

19.13 Independent Contractor. Any provision in this Agreement that may appear to give the City the right to direct Company or Company the right to direct the City as to the details of accomplishing the work or to exercise a measure of control over the work means that the party will follow the wishes of the other party as to the results of the work only.

19.14 Governing Law; Jurisdiction. Arizona law governs this Agreement, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding to enforce this Agreement must be instituted in Maricopa County, Arizona courts.

19.15 Delivery, Procedure of Notices and Communications. All notices, consent, or other communication under this Agreement must be in writing and: (i) delivered in person; or (ii) deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested; or (iii) deposited with any commercial courier or express service and addressed as follows:

To City:
City of Chandler
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008
Attention: Development Services
Phone: (480) 782-3000
e-mail: tuf@chandleraz.gov

With a copy to:
City of Chandler
Office of the City Attorney
P.O. Box 4008, Mail Stop 602
Chandler, Arizona 85224-4008

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To Company:	New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration Re: Cell Site #: AZL01776; Cell Site Name: El Lobo (**AZ**) Fixed Asset #: 15474814 1025 Lenox Park Blvd NE, 3rd Floor Atlanta, GA 30319
With a copy to:	New Cingular Wireless PCS, LLC Attn: Legal Department Re: Cell Site #: AZL01776; Cell Site Name: El Lobo (**AZ**) Fixed Asset #: 15474814 208 S Akard St. Dallas, TX 75202-4206

Notice will be deemed received at the time it is received, refused, or returned undeliverable. Any party may change its mailing address, phone number, email address or the person to receive notice by notifying the other party as provided in this Section. Notices sent by electronic mail must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by electronic mail.

19.16 Organization/Employment Disclaimer. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the Parties will be only those expressly set forth in this Agreement.

19.17 Entire Agreement; Amendment; Waivers. This Agreement, and the below listed exhibits which are incorporated herein by this reference and are attached and/or on file at the City and available for inspection, constitute the entire agreement between the City and Company with respect to the transactions contemplated therein and supersede all prior negotiations, communications, discussions, and correspondence, whether written or oral, concerning the subject matter hereof. No supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provisions, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless expressly executed in writing by the Party making the waiver.

Exhibit “A” – Site Drawings
Exhibit “B” – Use Area or Legal Description
Exhibit “C” – Chandler Department Approval Form
Exhibit “D” – Form Letter of Credit
Exhibit “E” – Assumption Wireless Use Agreement
Exhibit “F” – Extension of Wireless Use Agreement

19.18 Right of Parties. Nothing in this Agreement, whether express or implied, is intended to confer any right or remedies under or by reason of this Agreement on any persons other than the Parties to this Agreement and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any person who is not a party to this Agreement, nor will any provisions in this Agreement give any persons not a party to this Agreement any right of subrogation or action over or against any Party to this Agreement.

19.19 Construction. This Agreement is the result of negotiations between the Parties, none of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this Agreement will be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and the singular the plural. The words "hereof,” "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and

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not to any particular provision of this Agreement. All references to "Sections" herein refer to the sections and paragraphs of this Agreement unless specifically stated otherwise. The section and other headings contained in this Agreement are inserted for convenience of reference only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation of this Agreement.

19.20 Severability. If any covenant, condition, term, or provision of this Agreement is held to be illegal, or if the application of this Agreement to any person or in any circumstances to any extent be judicially determined to be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, condition, term, or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, must not be affected, and each covenant, term, and condition of this Agreement is valid and enforceable to the fullest extent permitted by law.

19.21 Cooperation and Further Documentation. Each of the Parties agree to provide the other with such additional and other duly executed documents as are reasonably requested to fulfill the intent of this Agreement.

19.22 Force Majeure. For the purpose of any of the provisions of this Agreement, neither Company nor the City, as the case may be, will be considered in breach of or in default of their obligations under this Agreement as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to: acts of God, acts of the public enemy, acts of the Federal Government, acts of the Salt River Project, acts of Maricopa County, acts of the State of Arizona or any of its departments, acts of any railroad, fire, floods, epidemics, strikes, lock outs, freight embargoes, and unusually severe weather; it being the purpose and intent of this provision that in the occurrence of any such enforced delay, the time for performance of Company's and the City's obligations, as the case may be, will be extended for the period of the enforced delay, provided that the party seeking the benefit of this provision will have notified the other party in writing of the cause or causes, and requested an extension for the period of the enforced delay. If notice by the party claiming such extension is sent to the other party more than 30 days after commencement of the cause, the period of delay will be deemed to commence 30 days prior to the giving of such notice.

19.23 On-Call Assistance. Company must be available to staff employees of any City department having jurisdiction over Company's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of its Wireless Facilities. City may contact by email the Company's network operations center at nocnoc@att.com regarding such problems or complaints. In the event of a public emergency, pursuant to Sections 13.16 and 13.17, the emergency contact can be reached at nonnoc@att.com.

19.24 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any party who fails, or whose contractors fail, to comply with A.R.S. § 23-214(A) in connection with this Agreement. Therefore, Company and each contractor it uses warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A in connection with this Agreement. A breach of this warranty will be deemed a material breach of this Agreement and may be subject to penalties up to and including revocation of the Agreement. City retains the legal right to inspect the papers of Company's or contractor's employees who provide services under this Agreement to ensure that Company and its contractors comply with this warranty.

19.25 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

19.26 Written Acceptance. Company's execution of this Agreement constitutes Company's acceptance of this Agreement as granted and its agreement to be bound by and to comply with the terms and conditions of this Agreement. Company's signature must be acknowledged by Company before a notary public.

19.27 Data Confidentiality and Data Security. As used in this Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar

documents or information prepared by, obtained by, or transmitted to Company as part of the terms and conditions of this Agreement. Except as specifically provided in this Agreement, Company must not divulge confidential data provided by City to Company and clearly marked confidential to any third party without the City's prior written consent. These prohibitions do not apply to the following data: (i) data which was known to the Company prior to the Effective Date or is publicly available; or (ii) data which was acquired by the Company in its performance under this Agreement and which was disclosed to the Company by a third party, who to the best of the Company's knowledge and belief, had the legal right to make such disclosure and the Company is not otherwise required to hold such data in confidence; or (iii) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Company is subject. Company assumes all liability to maintain the confidentiality of City's confidential data in Company's possession. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court.

19.28 Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter, and bind such party to the commitments and obligations set forth herein.

IN WITNESS WHEREOF, the Parties duly execute and agree to be bound by this License as of the Effective Date.

City of Chandler, an Arizona municipal corporation

By: _____
MAYOR/AUTHORIZED STAFF

APPROVE AS TO FORM:

_____
City Attorney by: _____ JMB

ATTEST:

_____
City Clerk

SEAL

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: Signed by: Len F Dalton 44557017758D4A7...
Signature

Print Name: Len Dalton
Title Director – Access, Construction and Engineering

1/16/2025

_____

[COMPANY ACKNOWLEDGMENT IS ON FOLLOWING PAGE]

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COMPANY'S ACKNOWLEDGEMENT
(REQUIRED BY SECTIONS 6.1 & 19.26 OF THE AGREEMENT**)**

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20___, before me personally appeared _____, who acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the tenant.

_____
Notary Public: _____
My Commission Expires: _____

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EXHIBIT "A"
SITE DRAWINGS
(PAGE 1 OF 3)

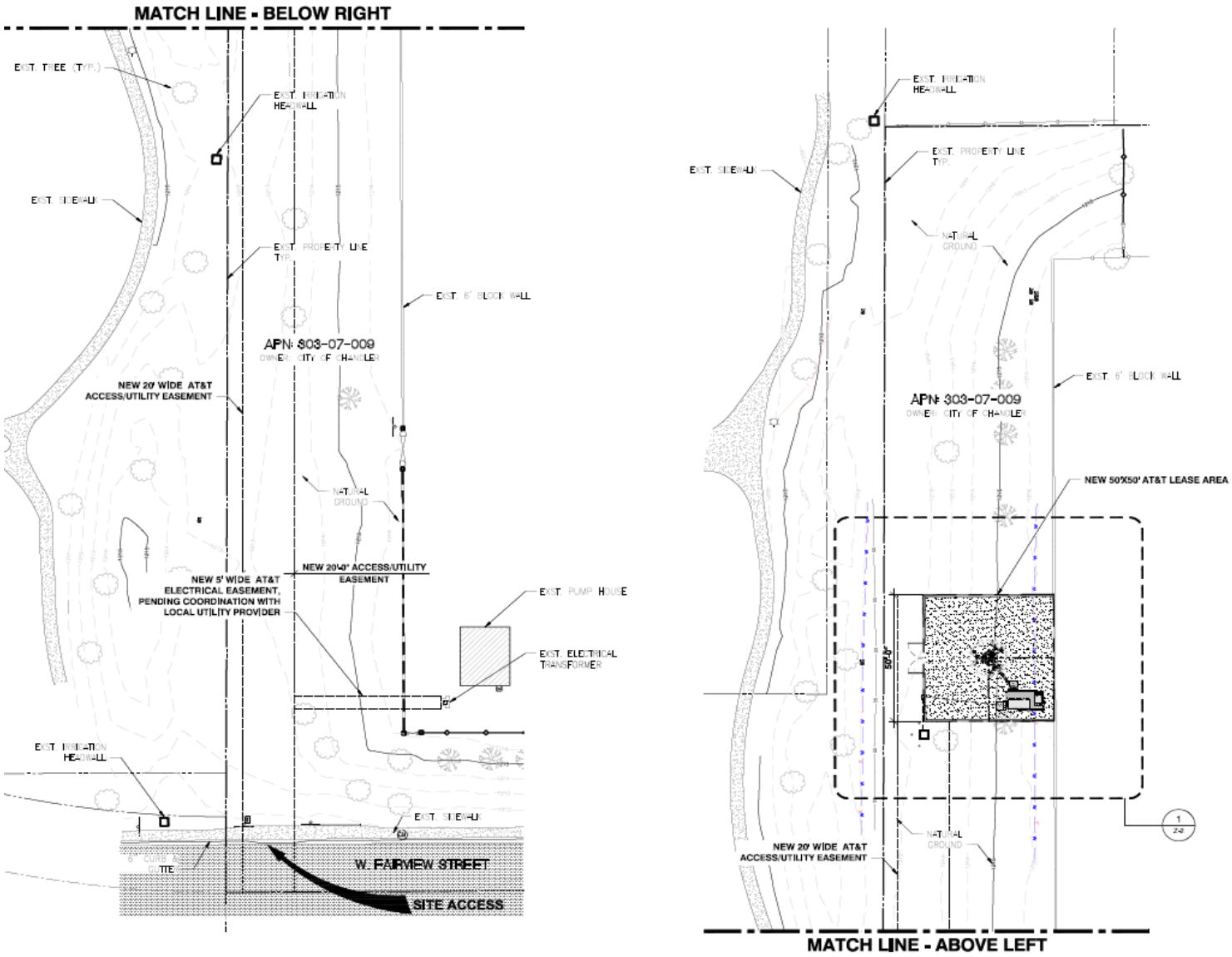
The Public Property is legally described as follows:

The South half of the Northwest quarter of the Southeast quarter of Section 33, Township 1 South, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 415.50.

APN: 303-07-009

The Site and Wireless Facility are described and/or depicted as follows:



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EXHIBIT "A"
SITE DRAWINGS
(PAGE 2 OF 3)

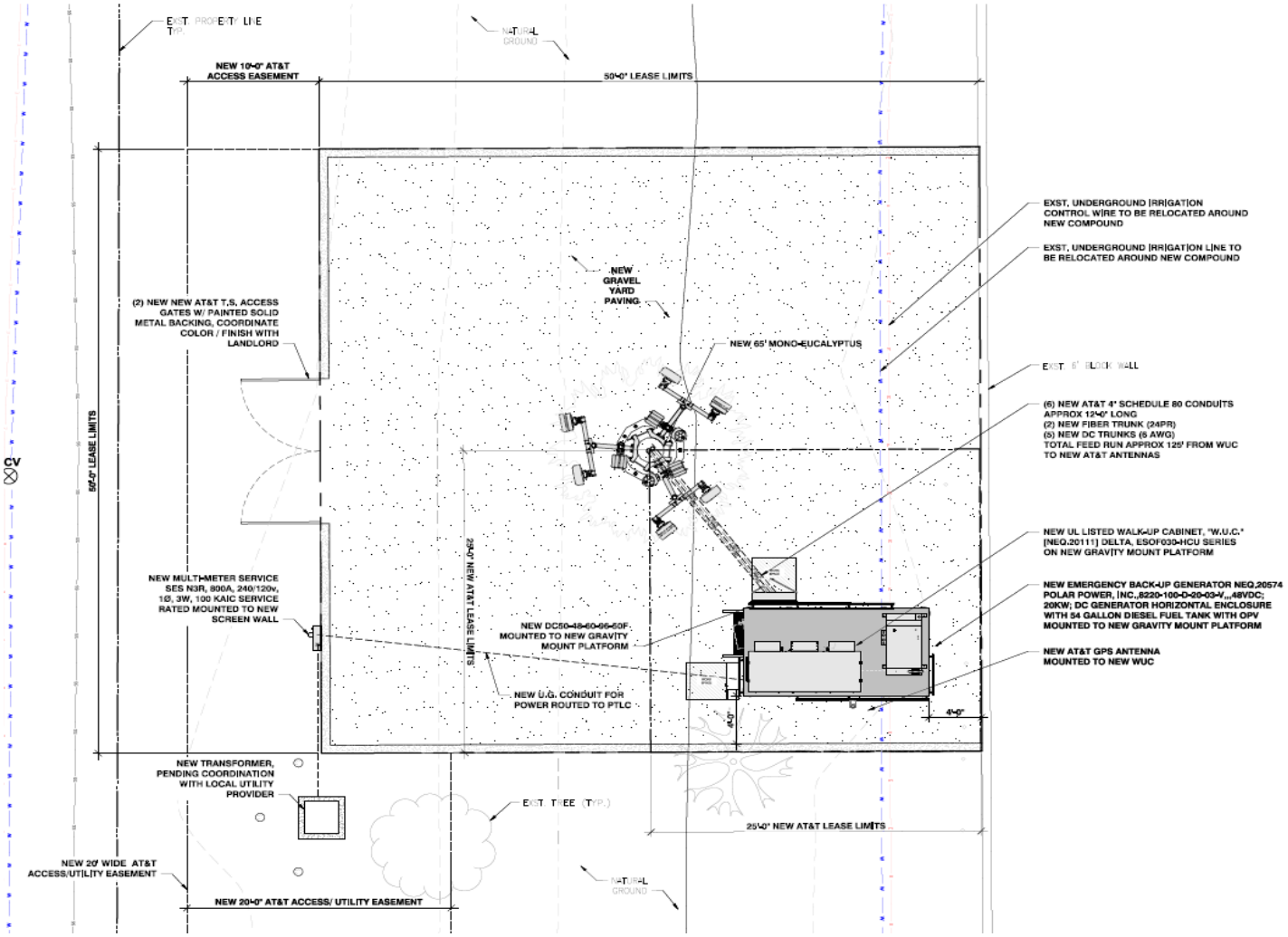
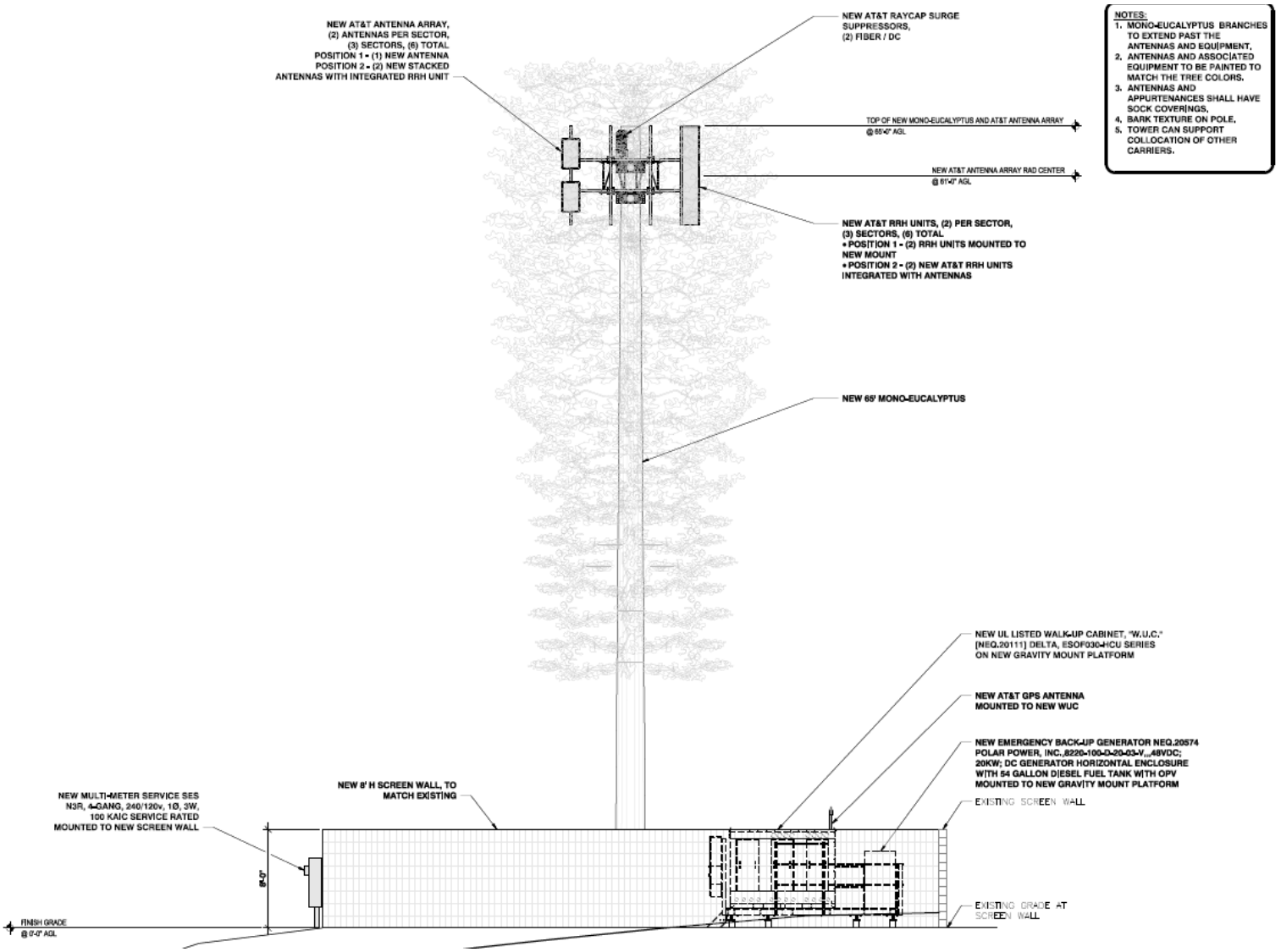


EXHIBIT "A"
SITE DRAWINGS
(PAGE 3 OF 3)



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EXHIBIT "B"
USE AREA OR LEGAL DESCRIPTION
(If not already included as part of Exhibit A)

LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP IN HANDHOLE AT THE INTERSECTION OF PALM LANE AND FAIRVIEW STREET FROM WHICH A FOUND BRASS CAP FLUSH AT THE INTERSECTION OF PALM LANE AND FRYE ROAD BEARS NORTH 00 24' 34'' EAST, 1322.60 FEET;

THENCE SOUTH 89° 34' 47'' WEST, ALONG THE MONUMENT LINE OF PALM LANE, 1305.22 FEET;

THENCE NORTH 00° 00' 00'' EAST, 425.50 FEET;

THENCE NORTH 89° 47' 16'' EAST, 15.19 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00° 12' 44'' WEST, 25.00 FEET;

THENCE NORTH 89° 47' 16'' EAST, 25.00 FEET;

THENCE SOUTH 00° 12' 44'' EAST, 25.00 FEET;

THENCE SOUTH 89° 47' 16'' WEST, 25.00 FEET TO THE POINT OF BEGINNING.

ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP IN HANDHOLE AT THE INTERSECTION OF PALM LANE AND FAIRVIEW STREET FROM WHICH A FOUND BRASS CAP FLUSH AT THE INTERSECTION OF PALM LANE AND FRYE ROAD BEARS NORTH 00 24' 34'' EAST, 1322.60 FEET;

THENCE SOUTH 89° 34' 47'' WEST, ALONG THE MONUMENT LINE OF PALM LANE, 1305.22 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 34' 47'' WEST, 20.00 FEET;

THENCE NORTH 00° 00' 00'' EAST, 475.60 FEET;

THENCE SOUTH 89° 59' 50'' EAST, 10.00 FEET;

THENCE SOUTH 00° 12' 44'' EAST, 50.00 FEET;

THENCE NORTH 89° 47' 16'' EAST, 9.81 FEET;

THENCE SOUTH 00° 00' 00'' EAST, 425.49 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "C"
CHANDLER DEPARTMENT APPROVAL FORM FOR WIRELESS COMMUNICATION FACITLITES ON PUBLIC PROPERTY

Wireless Company _____New Cingular Wireless PCS, LLC_____
Company Contact _____
Location of Site new mono-eucalyptus and associated ground equipment in a compound on the eastern portion of Desert Basin Park_____

Attach specifications of facilities and their location to this form.

I. ***Department Where Site is to be Located***
☐I hereby agree that to the best of our Department's knowledge with the information provided by the Company, that the wireless infrastructure proposed by the above Company at the noted location is acceptable to be located at our Department's facility/location.
☐I deny our Department's approval for location at this site. Reason:
_____
_____
_____
_____
_____
_____
_____

_____ _____
Department Authorized Representative Signature and Title *Date*

II. ***Development Services Department***
☐I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above Company at the noted location meets the City Code zoning requirements for wireless facilities. I have also informed the Company of the procedures to obtain zoning permit approval.
☐I deny our Department's approval for location at this site. Reason:
_____
_____
_____
_____
_____
_____
_____

_____ _____
Planning/Zoning Authorized Representative Signature and Title *Date*

_____ _____
Real Estate Coordinator Authorized Representative Signature and Title *Date*

CHANDLER DEPARTMENT CLEARANCE FOR WIRELESS COMMUNICATION FACILITIES –page 2

III. ***Public Safety Departments***

Information provided by the Company indicates that all wireless communications equipment it will operate within the City is in compliance with the FCC's radio frequency emission regulations and will not interfere with the City's emergency communication Wireless Facilities. If an interference or frequency study was deemed to be necessary in the City's opinion, then it has been performed. If at some time it is determined that there is interference resulting from any such

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equipment, then the Company knows its use agreement will require it to remedy such interference, and that such interference could be deemed a material breach by the party causing the interference.

Police Department:

□ I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above Company at the noted location will not pose an interference issue for the Department's emergency communication Wireless Facilities.

□ I deny our Department's approval for location at this site. Reason:

_____
_____
_____
_____
_____
_____
_____

_____ _____
Police Department Authorized Representative Signature and Title *Date*

Fire Department:

□ I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above Company at the noted location will not pose an interference issue for the Department's emergency communication Wireless Facilities.

□ I deny our Department's approval for location at this site. Reason:

_____
_____
_____
_____
_____
_____
_____

_____ _____
Fire Department Authorized Representative Signature and Title *Date*

Current as of June 2022

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INSTRUCTIONS: DEPARTMENT APPROVAL FORM FOR WIRELESS COMMUNICATION FACILITIES LOCATED ON CITY-OWNED REAL PROPERTY OR IN RIGHT-OF-WAY

Section I. ***Department Where Site is to be Located:*** Requires signature of director or director's designee of the Department whose manages the facility or public land/right-of-way where the wireless facility/structure will be located. If the wireless facilities will be in the following areas, the corresponding signature is required.

City Property	**Department Contact**
Community Services/Parks	Mickey Ohland, Park Development and Operation Manager 480-782-2743, mickey.ohland@chandleraz.gov 175 S. Arizona Ave., 4th Floor
Fire Station	Keith Hargis, Assistant Fire Chief 480-782-2161, keith.hargis@chandleraz.gov 151 E. Boston St.
Water/Wastewater Treatment Facility	John Knudson, Public Works Director 480-782-3590, john.knudson@chandleraz.gov 1475 E Pecos Rd.
Public Right-of-Way	Dennis Aust, Telecommunications & Public Utility Service Manager 480-782-3315, dennis.aust@chandleraz.gov 215 E. Buffalo St.
Police Department	Zachary Cummard, Police Commander 480-782-4153, zachary.cummard@chandleraz.gov 250 E Chicago St.

The Company and the Department must agree to the location on the property where the facilities will not disrupt City operations. This may require an on-site tour to determine an acceptable location. Some general discussions of aesthetics/screening should also take place, as well as if there are any benefits the Department might receive such as collocation opportunities. Once a site has been agreed upon, then proceed to get signature for Section II. Fees for use for that site will be determined through the Use Agreement process once all signatures for the "Chandler Department Approvals for Wireless Communication Facilities" form have been received and submitted to the City at **Development Services Dept., 215 E. Buffalo St., Chandler, AZ 85225, (480) 782-3315.**

Section II. Development Services: Company should be familiar with Chandler City Code Chapter 35, XXII, Section 35-2209 regarding requirements for Wireless Communications Facilities and show that their plans are in accordance with City Code.
Planning/Zoning Contact: Development Services Department, 215 E. Buffalo St., One-Stop Shop Front Counter, 480-782-3000 or Susan Fiala, City Planner, Planning Division, (480) 782-3067, Susan.Fiala@chandleraz.gov

Real Estate Contact: Erich Kuntze, Real Estate Coordinator, (480) 782-3397, erich.kuntze@chandleraz.gov

Section III. ***Police/Fire Departments:*** Company's technical staff should confer with the City's public safety communication staff to assure that all wireless communications equipment it will operate within the City is in compliance with the FCC's radio frequency emission regulations and that the frequencies used will not interfere with the City's emergency communication Wireless Facilities for either the Police or Fire Departments. There will be more detail language for the Company to agree regarding interference issues when applying for the Public Property Use Agreement.

Contact (both Fire & Police Clearance is Required):

Fire Department
Fire Department Assistant Chief
Keith Hargis, keith.hargis@chandleraz.gov
151 E. Boston St., 480-782-2161

Police Department, Communications Division
Police Commander
Zachary Cummard, zachary.cummard@chandleraz.gov
250 E. Boston St., 480-782-4153

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EXHIBIT "D"
STANDARDS FOR LETTERS OF CREDIT

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to this Agreement, the Letter of Credit shall meet and be governed by the following additional standards and requirements:

1. **Letter of Credit Requirements.** The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

1.1 The Letter of Credit is clean, unconditional, irrevocable, independent, and standby.

1.2 The Letter of Credit is payable to City upon presentation of City's draft.

1.3 City may make partial draws upon the Letter of Credit.

1.4 The Letter of Credit is for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.

1.5 Within ten (10) days after City's draft on the Letter of Credit is honored, City must make the original of the Letter of Credit available to the issuer in Maricopa County, Arizona upon which the issuer may endorse its payments.

1.6 The issuer specifies a telefax number, email address, and street address at which City may present drafts on the Letter of Credit.

1.7 The Letter of Credit is valid until a specified date.

1.8 The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least 30 days prior to expiration the issuer notifies City in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.

1.9 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce including, but not limited to, International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590; ISP98 Model Government Standby (U.S.) Form 11.1 and annexes (2017)).

1.10 The Letter of Credit need not be transferable.

2. Approved Forms. The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

2.1 Except as approved in writing by City's Development Services Department, the form of the Letter of Credit shall be in the form set out below.

2.2 Except as approved in writing by City's Development Services Department, the form of drafts upon the Letter of Credit shall be in the form set out below.

3. Issuer Requirements. The issuer of the Letter of Credit shall meet all of the following requirements:

3.1 The issuer shall be a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented.

3.2 The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust Company satisfactory to City.

3.3 The issuer shall have a net worth of not less than $1 billion.

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FORM OF LETTER OF CREDIT
(ISP98 Model Government Standby (U.S.) Form 11.1)

Date _____, 20__

Letter of Credit No.:_____

Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Dear Sir or Madam:

Issuance. At the request and for the account of [*name and address of applicant*] ("Applicant"), we [*name and address of issuer at place of issuance*] ("Issuer") issue the irrevocable independent standby letter of credit number [*reference number*] ("Standby") in favor of [*name and address of beneficiary*] ("Beneficiary") in the maximum aggregate amount of USD [*amount*].

Undertaking. Issuer undertakes to Beneficiary to pay Beneficiary's demand for payment for an amount available under the Standby and in the form of Annex A (Payment Demand) [or *Annex B (Payment Demand after Notice of Non-Extension)*] completed as indicated and presented to Issuer at the following place for presentation: in Maricopa County, Arizona at or before the close of business on the expiration date.

Overdrawing. If a demand exceeds the amount available, but the presentation otherwise complies, Issuer undertakes to pay the amount available.

Expiration. The expiration date of this Standby is valid until _____ 20__.

Automatic Extension. The expiration date of this Standby shall be automatically extended for successive one-year periods, unless [30] or more calendar days before the then current expiration date Issuer gives written notice to Beneficiary that Issuer elects not to extend the expiration date. Issuer's written notice must be sent by *registered, certified, or priority express mail or nationally recognized overnight courier* to Beneficiary's above-stated address [*and to the attention of [office, officer, or other attention party] or, alternatively, be received by Beneficiary's attention party*] [30] or more calendar days before the then current expiration date.

Payment. Payment against a complying presentation shall be made within three business days after presentation at the place for presentation or by wire transfer to a duly requested account of Beneficiary.

ISP98. This Standby is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590). This Letter of Credit is not assignable.

Issuer's Charges and Fees. Issuer's charges and fees for issuing, amending, or honoring this Standby are for Applicant's account and shall not be deducted from any payment Issuer makes under this Standby. [*Issuer undertakes to Beneficiary to pay the charges and fees of any bank nominated in this Standby to advise [and confirm] this Standby for acting on such nomination.*]

[*Communications. Communications other than demands may be made to Issuer in the manner and at the place for presentation and also as follows:* ***[address for mailed, couriered, telephone, telefax, or electronic communications].*** *Communications other than for notices of non-extension may be made to Beneficiary at Beneficiary's above-stated address and also as follows:* ***addresses for mailed, couriered, telephone, telefax, or electronic communications]****.]*

[*Issuer's name*]
[*signature*]

_____
Authorized Signature

_____ [bank name] _____, a _____
By _____ [bank officer's signature] _____
_____ [bank officer's name printed] _____
Its _____ [bank officer's title] _____
Phone: ___ [bank officer's phone number] _____

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ANNEX A: PAYMENT DEMAND
(ISP98 Model Government Standby (U.S.) Form 11.1

To: [*Issuer name and address*]

From: Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Date: _____, 20_____

Re: Standby Letter of Credit No. [*reference number*], dated [*date*], issued by [*issuers name*] ("Standby").

Ladies and Gentlemen:

The undersigned beneficiary demands payment of USD [*insert amount*] under the Standby. Beneficiary states that Applicant is obligated to pay to Beneficiary the amount demanded as provided in [*the contract, regulation, or other document that identifies the underlying obligations to the government beneficiary*]. Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [*Insert name, address, and routing number of beneficiary's bank, and name and number of beneficiary's account*].

[*Beneficiary's name and address*]
By its authorized officer:
[*Insert original signature*]
[*Insert typed/printed name and title*]

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Development Services Director of the City of Chandler.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at (480) 782-3410 so that I can correct it. Also, please immediately notify the City Attorney at (480) 782-4656.

Thank you.

_____
City of Chandler, Development Services Director

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EXHIBIT "E"
ASSUMPTION OF WIRELESS USE AGREEMENT

Regarding _____

This assumption is made pursuant to paragraph 12.1.5 of that certain Wireless Use Agreement (the "Agreement") between City of Chandler, an Arizona municipal corporation ("CITY") and _____, a _____ ("Company") dated _____, 20____.

_____, a _____ ("Assignee"), having acquired the rights of the Company under the Agreement, hereby assumes the Agreement, agrees to be bound thereby, and obligates itself to perform the terms and conditions of the Agreement, all in favor of CITY. The person signing this document on behalf of Assignee warrants to CITY his authority to do so.

Dated: _____, 20_____

ASSIGNEE: _____,
a _____

By:
Its:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, _____ of _____, a _____.

Notary Public
My Commission Expires:

_____
Date

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EXHIBIT "F"
EXTENSION OF WIRELESS USE AGREEMENT

Regarding: _____

This extension is made pursuant to paragraph 5.1 of that certain Wireless Use Agreement (the "Agreement") between City of Chandler, an Arizona municipal corporation ("CITY") and _____, a _____ ("Company") dated _____, 20____.

COMPANY: _____,
a _____

By: _____
Its: _____

CITY OF CHANDLER
a *municipal corporation*

By: _____
Its: Development Services Director or Designee

APRROVE AS TO FORM:

_____
City Attorney

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WIRELESS AGREEMENT
BETWEEN NEW CINGULAR WIRELESS PCS, LLC, AND THE CITY OF CHANDLER FOR THE BATTLEPLAN TRANCHE AT DENVER BASIN SITE

City of Chandler Document No._____
City Council Meeting Date: _____

THIS WIRELESS AGREEMENT ("Agreement") is entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the City of Chandler, Arizona, an Arizona municipal corporation ("City"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Company"). City and Company may be referred to individually as "Party" and collectively as "Parties".

RECITALS

A. Company provides wireless communication services through the use of Wireless Facilities (hereinafter defined); and

B. City is authorized to grant use agreements to operate and maintain Wireless Facilities within the City boundaries under the Charter and Chandler City Code, and by virtue of federal and state statutes, by the City's police powers, by its authority over its public rights-of-way and highways as defined in Chapter 46 of the Chandler City Code, and by other City powers and authority; and

C. Company has applied to the City for permission to operate and maintain the Wireless Facilities within the City of Chandler and located within City-owned real property as described on the attached Exhibit "A" at a site known as the "Battleplan Tranche at Denver Basin" (the "Site") as depicted in Exhibit "B"; and

D. Company has agreed to provide information required by and comply with the terms and conditions set forth in this Agreement and other requirements as City may establish from time to time.

AGREEMENT

NOW, THEREFORE, City hereby grants to Company this Wireless Agreement to operate and maintain Wireless Facilities at the Site within City-owned real property under the following terms and conditions.

SECTION 1. DEFINITIONS

For the purposes of this Agreement, the following words, terms, phrases, and their derivations are given the meaning stated in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

"ACC" means the Arizona Corporation Commission.

"Agreement" means this non-exclusive revocable authorization granted by the City to Company to operate and maintain Wireless Facilities on the Site.

"Agreement Activities" is ascribed the meaning in section 2.1.5.

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“Antenna” means communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing wireless services.

“A.R.S.” means Arizona Revised Statutes, as amended.

“Base Use Fee” means the amount Company must pay City each month of this Agreement for use of Public Property and Right-of-Way.

“C.C.C.” means Chandler City Code, as amended.

“C.F.R.” means Code of Federal Regulations, as amended.

“City” means the City of Chandler, an Arizona municipal corporation.

“City Council” means the Council of the City of Chandler.

“City Manager” means the Chandler City Manager or the City Manager’s designee.

“Collocate”, “collocating”, or “collocation” refer to the use of Company’s Facilities by another company.

“Communications Equipment” means any and all electronic equipment at the Wireless Facility location that processes and transports information from the antennas to the Company’s network.

“Company” means New Cingular Wireless PCS, LLC, a Delaware limited liability company, and related affiliates, subsidiaries, persons, or entities to which this Agreement is granted.

“Company’s Improvements” means all improvements installed by the Company, including, but not limited to: all elements of the Wireless Facility, all screening elements, any landscaping plants or materials, and any other elements provided by the Company in the approved Agreement.

“Competing Users” means entities that own the water pipes, cables and wires, pavement, and other facilities that may be located within the Right-of-way. Competing Users include without limitation, the City, the State of Arizona and its political subdivisions, the public, and all manner of utility companies and other existing or future users of the Use Area.

"Critical Infrastructure Information" has the same meaning prescribed in A.R.S. § 41-1801, as amended.

"Day" means a calendar day, except a Saturday, Sunday, or a holiday prescribed in A.R.S. § 1-301.

“Encroachment Permit” means a permit issued pursuant to Chapter 46 of the Chandler City Code that allows the Company to perform work in the Right-of-Way and to install and operate improvements in the Right-of-Way.

“Environmental Laws” means all federal, state, and local laws, ordinances, rules, regulations, statutes, and judicial decisions, as amended from time to time, which in any way relate to or regulate human health, safety, industrial hygiene, environmental conditions, protection of the environment, prevention or cleanup of pollution, or contamination of the air, soil, surface water, or ground water.

“Facility” or “Facilities” means Company’s plant, equipment, and property, including but not limited to boxes, poles, wires, pipe, conduits, pedestals, antenna, and other appurtenances, in order to provide the services described in this Agreement.

“FCC” means the Federal Communications Commission.

“FCC OET Bulletin 65” means the FCC’s Office of Engineering & Technology Bulletin 65 that includes the FCC Radio Frequency Exposure Guidelines.

“FCC Rules” means all applicable radio frequency emissions laws and regulations.

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“Fiscal Year” means a 12-month period that begins on July 1 and ends the following June 30.

“Franchise” has the same meaning prescribed in the Arizona Constitution, article 13, §§ 4 and 6.

“Hazardous Substances” means those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law or the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides or herbicides, volatile solvents, materials containing asbestos or formaldehyde, or radioactive materials.

“In-lieu Company” means a single, third-party company, using the Site or Company’s Facility, or part thereof, to provide services in lieu of such services being provided by Company.

“Ordinary Permit Use Fee” means the City’s encroachment permit application, review, and other fees related to the issuance of the permit.

“Other Facilities” means facilities owned and operated by parties other than City or Company, which facilities occupy Public Property under authority of a City encroachment permit, Agreement, or franchise.

“Pre-existing Environmental Condition” means the presence, emission, disposal, discharge, or release of any Hazardous Substance at, in, on, under or about the Wireless Facilities and Site, however caused, existing on the Effective Date, whether the nature and extent of the contamination is known or unknown.

“Proprietary Information means any document or material clearly identified by Company as confidential and includes, but is not limited to, any customer lists, financial information, technical information, or other information plainly identified as confidential by Company and pertains to Company’s services provided to its customers.

"Public Property" means the surface of and the space above and below of real property, which is owned, operated, and maintained by the city. Public Property does not include Right-of-Way.

“RF” means radio frequency.

“RF Letter” means a letter attesting to the Company’s compliance with FCC RF exposure guidelines from the Company’s senior internal engineer.

“Right-of-Way” means the area on, below or above a public roadway, highway, street, sidewalk, alley, or utility easement. Right-of-Way does not include a Federal Interstate Highway, a state highway or state route under the jurisdiction of the Department of Transportation, a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the Company.

"Section" means any section, subsection, or provision of this Agreement.

“Site” means the Use Area for the Wireless Equipment and the pole to which the antenna and other wireless facilities are attached.

“Site Documents” means the depiction of the Agreement area, schematic plans and map showing location of the installation of the Facility in the City-owned real property, including but not limited to the title report of the use area, vicinity map, site plan, elevations, technical specifications and the cubic feet of the non-antenna wireless equipment.

“Supplemental Parcel Agreement” means an agreement authorizing the Company to use property outside of the Public Property or Right-of-Way.

“SRP” means Salt River Project and its subsidiaries and affiliates.

"Telecommunications” has the same meaning prescribed in A.R.S. § 9-1401, as amended.

"Telecommunications Company” has the same meaning prescribed in A.R.S. § 9-1401, as amended.

"Telecommunications Service" has the same meaning prescribed in A.R.S. § 9-1401, as amended.

“Third Party Areas” means the portions of the Public Property subject to Third Party Limitations.

“Third Party Limitations” means some or part of the Public Property that may contain limited dedications or regulatory use restrictions imposed by a third party.

“U.S.C.” means United States Code, as amended.

“Use Area” means the real property used by Company where the Wireless Facilities are located.

“Violation Use Fee” means the types of fees that the City has available to remedy certain breaches of the Agreement by Company.

“Wireless Facility” means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including both of the following: (i) Equipment associated with wireless communications; and (ii) Radio transceivers, antennas, coaxial or fiber-optic cables, regular and backup power supplies and comparable equipment, regardless of technological configuration. Wireless Facility includes Small Wireless Facilities, but does not include the structure or improvements on, under or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic that is between wireless support structures or utility poles or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna. In addition, Wireless Facility does not include Wi-Fi radio equipment described in Section 9-506, Subsection I or microcell equipment described in Section 9-584, Subsection E.

“Wireless Facilities Site Permit”, also referred to herein as “Site Permit”, means the permit authorizing the installation of Wireless Facilities at a specific site in the City’s Right-of-Way.

“Wireless Infrastructure Company” as defined in A.R.S. §9-591(23) means any person that is authorized to provide telecommunications service in this state and that builds or installs wireless communications transmission equipment, wireless facilities, utility poles or monopoles but that is not a wireless service company. Wireless Infrastructure Company does not include a special taxing district.

“Wireless Services” as defined in A.R.S. §9-591(25) means any services that are provided to the public and that use licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

“Wireless Services Company” as defined in A.R.S. §9-591(26) means a person that provides wireless services. Wireless Services Company does not include a special taxing district.

“Wireless Support Structure” as defined in A.R.S. §9-591(27) means: (i) a freestanding structure, such as a monopole; (ii) a tower, either guyed or self-supporting; (iii) a sign or billboard; or (iv) any other existing or proposed structure designed to support or capable of supporting small wireless facilities. Wireless Support Structure does not include a utility pole.

“Zoning Code” means Chapter 35 of City Code.

SECTION 2. PERMISSION GRANTED

2.1 Grant.

2.1.1 Subject to the provisions of this Agreement, and to the City Code, City grants Company the nonexclusive revocable permission to operate and maintain its Wireless Facilities within the Use Area. This Agreement does not grant Company the right and privilege to operate and maintain its Wireless Facilities in the Right of Way. Subject to the terms and conditions of this Agreement and any additional applicable permits later issued for the Site, for use of the Battleplan Tranche at Denver Basin Site as more fully set forth herein. The uses of any other Public Property and installation or construction of any other antennae and other equipment locations at this Site are subject to approval by the City through additional Encroachment Permit review by City staff. If Company desires to change the components of

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any of the Wireless Facilities in a manner that changes its primary purpose, written approval of such change must be obtained by the City Manager who can refer the matter to the City Council if required by ordinance, provided that such consent by either may not be unreasonably withheld or delayed. The installation and construction of a fiber optics or telecommunications network, or cable wireless facilities for service to third parties is not authorized by this agreement.

2.1.2 Company may not install, maintain, construct, or operate Wireless Facilities in the Right-of-Way or provide services by means of such Wireless Facilities unless a Company first obtains and maintains in good standing at all applicable times of the following: (i) A City license for video services as provided by Title 9, Chapter 5, Article 7, Arizona Revised Statutes, or (ii) a City license for telecommunications services as provided by Title 9, Chapter 5, Article 1.1, Arizona Revised Statutes for facilities located in the Right-of-Way that connect the Company's Wireless Facilities to Company's interstate network. Company must demonstrate compliance with this section when Company submits to the City an application for a wireless agreement. As of the Effective Date, Company represents and warrants that Company complies with this condition. Company must notify City as provided in this Agreement of any changes to Company's compliance with this condition.

2.1.3 Subject to obtaining the permission of the affected property owner, this Agreement also authorizes Company to operate and maintain its Wireless Facilities on structures owned by third parties located on Public Property, such as an electric utility company, provided, however, any installation on private property within or on the City's right-of-way, easements or other Public Property must comply with Chapters 46 and 47 and any other applicable sections of the City Code. Upon request, Company must promptly furnish to the City documentation of such permission from such other affected property owner. By executing this Agreement, the City does not waive any rights that it may have against any public utility or other property owner to require prior approval from the City for such uses of their property or facilities, or that revenues received by any public utility or other property owner from Company, by virtue of Company's use of their property or facilities, be included in the computation of franchise or Agreement fees owed by such parties to the City.

2.1.4 Except for those Facilities specifically permitted on the Battleplan Tranche at Denver Basin Site, no component or part of Company's Wireless Facilities may be installed, constructed, located on, or attached to any property within the City by Company until Company has, for those Facilities to be located on Public Property or other Right-of-Way; obtained encroachment permits pursuant to Chapter 46 of the City Code. Additionally, Company must comply with all other provisions of the City Code, including Chapter 35 regarding zoning and other relevant City regulations.

2.1.5 The Site may be used by Company for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance and repair of related support Facilities (such as tower and base, antennas, microwave dishes, equipment shelters and/or cabinets) but only for the provision of what is commonly known as telecommunication service (whether or not technically referred to as Personal Communications Service, or some other term) by the use of "personal wireless service facilities" (as such phrase is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2), hereinafter "1996 Act Section 704") and not for any other purpose. Company must, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules, and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of (and operations, maintenance, construction and/or installations at) the Site.

2.1.6 Any privilege claimed under this Agreement and Encroachment Permit by Company in any public street or other Public Property must be subordinate to any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity, and must be subordinate to any prior lawful occupancy or use thereof by any other person, and must be subordinate to any prior easements therein, provided, however, that nothing herein may extinguish or otherwise interfere with property rights established independently of this Agreement.

2.2 Description of the Wireless Facilities. Company's Wireless Facilities consists of improvements, personal property and Facilities necessary to operate its communications Wireless Facilities, including, without limitation, equipment that may be mounted on City owned poles or poles privately owned by other parties that may be on Public Property, and may include equipment buildings with perimeter screen walls in accordance with the provisions of Chapter 35 of the Chandler City Code, and related cables and utility lines (collectively the "Wireless Facilities") as described in Exhibit A.

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SECTION 3. SCOPE

3.1 Agreement. Company agrees to comply with the provisions of Chapter 46 of the City Code.

3.2 Specific Authorization. This Agreement solely authorizes Company to operate and maintain Wireless Facilities to provide Wireless Services in accordance with the terms of this Agreement.

3.3 Compliance with Laws.

3.3.1 Company must comply with all applicable laws, including, but not limited to, the City Code, in the exercise and performance of its rights and obligations under this Agreement. There is hereby reserved to the City the power to amend any section of the City Code so as to require additional or greater standards of construction, operation, and maintenance or otherwise pursuant to City's lawful police powers or as provided in this Agreement.

3.3.2 If it is necessary for Company to comply with any law or regulation of the FCC or the ACC to engage in the business activities anticipated by this Agreement, Company must comply with such laws or regulations as a condition precedent to exercising any rights granted by this Agreement. Provided, however, no such law or regulation of the FCC or ACC may enlarge or modify any of the rights or duties granted by this Agreement without a written modification to this Agreement.

3.3.3 Upon request Company must provide to the City copies of any communications and reports submitted by Company to the FCC or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters directly affecting enforcement of this Agreement.

3.3.4 Upon request Company must provide the City with regular reports, as reasonably needed, to establish Company's compliance with the various requirements and other provisions of this Agreement.

3.4 Interference and Emergency.

3.4.1. Company must receive approval by the City's Police and Fire Departments that Company's Wireless Facilities will not interfere with the City's public safety communications Wireless Facilities. Company agrees that all Wireless Equipment it operates within the City must strictly comply with the FCC's radio frequency emission regulations. In the event City incurs radio frequency interference with respect to its satellite, City communication Wireless Facilities, television or telephone equipment that is presumably caused by Company's operations, then City will give notice to Company via telephone and in writing. Within ten (10) days following Company's receipt of such notice, Company must conduct engineering field tests to determine if such interference is being caused by Wireless Equipment operated by Company. City may conduct engineering field tests using City's own engineer to determine if such interference is caused by Company's Wireless Equipment. City's engineer and Company's engineer will use their commercially reasonable efforts to determine the cause of said interference, but if the two cannot agree on the cause thereof, a neutral third-party engineer will be appointed by City and Company to determine the cause of the interference. If it is determined that such interference results from any of Company's Wireless Equipment, Company must within five (5) business days remedy such interference.

3.4.2. Company must continuously and without interruption, operate so that its Facilities are not deemed abandoned pursuant to 35-2209 of City Code.

3.4.3. Subject to the applicable provisions of the Chandler City Charter, City Code and Arizona Revised Statutes, City may, in the event of a public emergency, sever, disrupt, dig-up, or otherwise remove Company's Facilities if the action is deemed reasonably necessary by the City Manager, Fire Chief, Police Chief, Public Works Director, or Development Services Director. Notice will be given to Company at nocnoc@att.com A public emergency must be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of City residents, caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, or hazardous material spills.

3.5 Reservation to City. The City reserves every right and power, which is required to be herein reserved or provided by any ordinance or the Charter of the City, and Company, by its execution of this Agreement, agrees to be bound thereby

and to comply with any action or requirements of City in its reasonable exercise of such rights or power, heretofore or hereafter enacted or established. Neither the granting of any Agreement nor any provision hereof may constitute a waiver or bar to the exercise of any governmental right or power of the City.

SECTION 4. FEES AND CHARGES

4.1 Application Fee. Company must pay all fees and charges in connection with Company's performance under this Agreement. Company agrees to pay City, a fee in the amount indicated on the City fee schedule as of the date of submittal prior to submittal for approval of this Agreement to the City Council. Company has paid City a one-time payment for the Agreement Application Fee in the amount of $3,000.00.

4.2 Encroachment Permit Fees. Company must pay any and all fees as required for processing any Encroachment Permits independently of this Agreement as indicated on the City fee schedule as adopted by the City Council and applicable to such permits and construction prior to the issuance of such a permit.

4.3 Use Fee and Other Payments.

4.3.1 For the use of the Site, as of the Effective Date, Company must pay City the sum of $2,461.14 (calendar year 2025) per month as use fee for the Battleplan Tranche at Denver Basin Site (the "Base Fee"). Company shall begin construction within six (6) months of the Effective Date and initial payments of the Base Fee must be made on the first (1st) day of the month following commencement of construction or six (6) months from the Effective Date, whichever comes first. Subsequent Base Fee payments must be made on the first (1st) day of each month thereafter. The Base Fee for any fractional month at the beginning or at the end of the Term or Renewal Term will be prorated.

4.3.2 Beginning on the first day of January following the Effective Date, and on each January 1st thereafter, the Base Fee will increase by 3.5%.

4.3.3 In addition to the Base Fee, Company must pay to City any transaction privilege, sales, excise, rental, and other taxes (except income taxes) imposed now or hereinafter imposed by any governmental authority upon rentals and all other amounts to be paid by Company pursuant to this Agreement.

4.3.4 All fees and costs must be paid to City at the following address or to such other persons or at such other places as City may designate in writing. All payments must be in lawful money of the United States of America.

City of Chandler, Development Services
Mail Stop 405, P.O. Box 4008
Chandler, AZ 85244-4008
Attention: Development Services Administrator

4.3.5 City will send invoices to Company at the following address:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: AZL01776; Site Name: El Lobo (**AZ**)
Fixed Asset #: 15474814
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, GA 30319

SECTION 5. TERM OF AGREEMENT

5.1 Term. The term of this Agreement shall be as follows:

5.1.1 Original Term. The original term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date.

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5.1.2 **Extension**. The term of this Agreement may be extended for one (1) additional ten (10) year period subject to consent by City and Company, which either may withhold in its sole and absolute discretion as provided in Exhibit F. Both City and Company will be deemed to have elected to extend unless City or Company, respectively, gives notice to the contrary to the other at least one hundred eighty (180) days prior to the end of the original term or the current extension. The second term will begin on the tenth anniversary of the Effective Date. All the terms and conditions of this Agreement must be in effect during the Term and extension of the Term.

5.2 Hold Over. In any circumstance whereby Company remains in possession or occupancy of the Site after the expiration of this Agreement (as extended, if applicable), such holding over will not be deemed to operate as a renewal or extension of this Agreement. Instead, the hold over may only create a use right from month to month that may be terminated at any time by City upon thirty (30) days' notice to Company or upon sixty (60) days' notice to City. If Company remains in possession of the Site at the termination or expiration of the initial term or any extension thereof without a written agreement with City to do so, such holding over will be construed to be a tenancy at sufferance from month to month at one and one-half (1 1/2) times the amount of the Use Fee (defined in Section 4.3) in effect at the time of the hold over and Company will be subject to the same terms and conditions of this Agreement.

SECTION 6. ACCEPTANCE

6.1 Written Acceptance. Company's execution of this Agreement constitutes its acceptance of this Agreement as granted and its agreement to be bound by and to comply with this Agreement. Company's signature must be acknowledged by Company before a notary public.

6.2 Validity of Agreement. Company must acknowledge, as a condition of acceptance of this Agreement, that Company was represented throughout the negotiations of this Agreement by its own attorneys and had opportunity to consult with its own attorneys about its rights and obligations regarding same. Company has reviewed City's authority to execute and enforce this Agreement, and has reviewed all applicable law, both federal and state, and, after considering same, Company acknowledges and accepts the right and authority of City to execute this Agreement, to issue this Agreement and to enforce the terms herein. Both parties agree it shall not now or at any time hereafter contest or challenge the other party's authority under applicable federal, state and local law to enter into and enforce this Agreement in any city, state or federal court.

SECTION 7. ENCROACHMENT PERMIT – BATTLEPLAN TRANCHE AT DENVER BASIN **SITE**

7.1 Site. City has jurisdictional authority over the real property where the Company Facilities and the Use Area are located as depicted in attached Exhibit A.

7.2 Ingress, Egress and Utility Access. Under this Agreement, Company, its employees, agents, subcontractors, lenders, invitees, and guests shall have pedestrian and vehicular access to the Site without notice to City twenty-four (24) hours a day, seven (7) days a week, at no charge. This Agreement grants access to perform work where no excavation is involved and where previously permitted structures and facilities exist. If excavation is required for utilities, plans must be submitted to City Staff for approval which will not be unreasonably withheld. Company must submit engineered plans and drawings through the standard Encroachment Permit application process showing the exact location of Company's activities and the plans for installation to City Staff for approval prior to installation.

7.3 Use of Site. The Site must be used solely for the operation of wireless communication services utilizing telecommunication Facilities ("Company Facilities"). Company must not use the Site for any other purpose without the written consent of City. The Site shall be used only for lawful purposes, and only in accordance with all applicable building, fire and zoning codes, and applicable local ordinances and regulations.

7.4 City Cooperation. City agrees to cooperate with Company, at Company's expense, in making application for and obtaining all agreements and any and all other necessary approvals that may be required for Company's intended use of the Site. However, nothing herein shall be deemed to constitute a contractual obligation of City, as a municipality, to issue a required agreement where the officer, agent, or employee of City responsible for the issuance of such agreement deems the issuance of such an agreement to be inappropriate. This Agreement is not intended to supersede, modify, or waive City Code or Zoning Code requirements applicable to the construction of wireless communication facilities except to the extent they relate to an encroachment permit for the Battleplan Tranche at Denver Basin Site.

7.5 Tests and Construction. Company may enter the Use Area following the full execution of this Agreement to enter upon the Site for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, and other reasonably necessary tests for construction of Company's Facilities, except as otherwise limited by Section 7.3. Company must indemnify and hold City harmless against liability, loss, cost, damage, or expense that may arise out of any personal injury or property damage resulting from Company's entry upon the Site, except to the extent caused by City's negligence or willful misconduct. Company must coordinate with the Development Services Department to avoid interfering with any City operations while conducting any such tests or construction.

7.6 Company Construction/Improvements.

7.6.1 Company must submit plans and specifications for all the Facilities to be constructed or installed for prior review and approval by the Development Services Department. Such approval is separate from, but may be obtained concurrent with, development approvals (building permits, encroachment permits, special use permits, etc.) required and issued by the Development Services Department. All of Company's construction and installation work must be performed at Company's sole cost and expense and in a good and workmanlike manner.

7.6.2 The construction plans and specifications must include fully dimensioned site plans that are drawn to scale and show, as applicable, antenna, equipment shelter, the proposed changes in the landscape, the proposed type and height of fencing, if any, the proposed type of construction material for all structures, including fencing or screening, and any other details requested by City or required to obtain development approvals.

7.6.3 Company Facilities must remain Company's personal property and not fixtures, and title to the same shall be held by Company. Company shall remove all Company Facilities at its sole expense on or before the expiration or earlier termination of this Agreement and shall repair any damage to the Site caused by such removal and restore the Site to the condition it was in at the time of removal reasonable wear and tear and casualty excepted. If this removal includes the removal of a City owned structure such as a ball field light, a replacement structure approved by the Development Services Department will be constructed.

7.6.4 Any portion of Company's Facilities, or any of Company's personal property, equipment, or improvements on the Site that is not removed on or before ninety (90) days following the termination of this Agreement, may be removed by City and all expenses of such removal and site restoration charged to Company.

7.6.5 Company must make no alterations or additional improvements to or upon the Site without first obtaining written approval of the Development Services Department.

7.7 Utilities. Company must be liable for and must pay throughout the term of this Agreement, all charges for all utility service furnished to the Site for all Company purposes related to the operation and maintenance of Company's Facilities.

7.8 Maintenance and Repair. Company must keep their building, fencing or screen walls, if any, and other Facilities in good repair and in a neat and clean condition and must maintain and preserve any landscaping within and around any fenced area in accordance with City zoning code.

7.9 Hazardous Substances. Company's activities upon or about the Use Area are subject to the following regarding any hazardous or toxic substances, waste or materials or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., or any other federal, state, county, or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances"):

7.9.1 No Warranties. Company understands the hazards presented to persons, property, and the environment by dealing with Toxic Substances. City makes no warranties as to whether the Use Area contains actual or presumed asbestos or other Toxic Substances.

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7.9.2 **Discovery**. Within twenty-four (24) hours after discovery by Company of any Toxic Substances at the Use Area, Company must report such Toxic Substances to City in writing. Within fourteen (14) days thereafter, Company must provide City with a written report of the nature and extent of such toxic substances found by Company.

7.9.3 **Disturbance of Toxic Substances**. Prior to undertaking any construction or other significant work, Company must cause the Use Area to be inspected to prevent disturbance of potential asbestos or other Toxic Substances. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Company must cause Company's contractor or other person performing such work to give to City notice by the method described in this Agreement to the effect that the person will inspect for Toxic Substances, will not disturb Toxic Substances, and will indemnify, defend and hold City harmless against any disturbance in Toxic Substances in the course of the Company's or other person's work. Company must cause any on-site or off-site storage, inspection, treatment, transportation, disposal, handling, or other work involving Toxic Substances by Company in connection with the Use Area to be performed by persons, equipment, Facilities and other resources who are at all times properly and lawfully trained, authorized, licensed, permitted and otherwise qualified to perform such services. Company must promptly deliver to City copies of all reports or other information regarding Toxic Substances.

SECTION 8. LETTER OF CREDIT.

8.1 **Amount; Purpose**. Within thirty (30) Days after the Effective Date of this Agreement, Company must deposit with the City an irrevocable letter of credit in the amount of fifty thousand dollars ($50,000) (replenishable as specified in Section 8.3 below) issued by a federally insured commercial lending institution and in the form set forth in Exhibit "D". The subject letter of credit may be used in whole or in part to assure (a) the faithful performance by Company of all provisions of this Agreement; (b) compliance with all orders, permits, and directions of any Department of the City having jurisdiction over Company's acts or defaults under this Agreement; and (c) Company's payment of any penalties, liquidated damages, claims, liens, and taxes due to the City that arise by reason of the construction, operation, or maintenance of the Wireless Facilities, including cost of removal or abandonment of any of Company's property.

8.2 **Drawing on Letter of Credit**. The letter of credit may be drawn upon by the City by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the City Manager certifying that Company has been found to have failed to comply with this Agreement, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this Agreement or authorized by law, and no action proceeding against a letter of credit will affect any other right the City may have.

8.3 **Replenishing**. The letter of credit shall be structured in such a manner so that if the City at any time draws upon the letter of credit, upon notice to Company by the issuing lending institution, Company must immediately increase the amount of available credit by the amount necessary to replenish that portion of the available credit exhausted by the honoring of the City's draft; provided, however the maximum amount available to be drawn on this letter of credit for any one event may not exceed fifty thousand dollars ($50,000). The intent of this Section is to make available to the City at all times a letter of credit in the amount of fifty thousand dollars ($50,000).

SECTION 9. INSTALLATION, CONSTRUCTION & OPERATION OF THE WIRELESS FACILITIES

9.1 **Damage to Public Property**. Whenever the installation, removal, or relocation of any of Company's Wireless Facilities is required under this Agreement, and such installation, removal or relocation cause damage to Public Property, Company, at its sole cost and expense, must promptly repair and return Public Property in which the Wireless Facilities components are located to a safe and satisfactory condition in accordance with applicable laws, reasonably satisfactory to the Development Services Director or designee. If Company does not repair the Site as just described, City will have the option, upon fifteen (15) days prior written notice to Company, to perform or cause to be performed such reasonable and necessary work on behalf of Company and to charge Company for the proposed costs to be incurred or the actual costs incurred by City at City's standard rates, plus an administrative fee of fifteen percent (15%). Upon the receipt of a demand for payment by City, Company must, within thirty (30) days, reimburse City for such costs. For any pavement cuts by Company, Company agrees to restore the pavement and to reimburse City for all costs arising from the reduction in the service life of any public road, in accordance with the provisions of Chapter 46 of the City Code and the fees established by City pursuant thereto. Company agrees to pay within thirty (30) days from the date of issuance of an

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invoice from City. Provided, however, in the event Company failure creates a dangerous condition for which immediate repair or corrective action is necessary for health or safety reasons, no prior notice need be provided to Company, but City may at City's option, immediately repair and restore the site to a safe condition and charge Company as provided above.

9.2 Damage to Facilities of Others. Company must construct, install, locate, and relocate its Wireless Facilities in such a manner that it causes no disruption of other services or damage to the other facilities. If Company damages any City facility, Company must pay to City, the full costs of all repairs incurred by City to repair such damage, together with an administrative fee of fifteen percent (15%). If Company damages any facility owned by an entity other than City, Company must, at the option of the entity whose facility was damaged, either repair and restore such facility to its condition before such damage or reimburse that entity the full cost incurred for repairs and restoration and also for other damages as proved by such other entity.

SECTION 10. TERMINATION

10.1 Termination. This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is thirty (30) days from receipt of written notice of default; or (ii) by Company if it does not obtain or maintain any agreement, permit, or other approval necessary for the construction and operation of the Site; or (iii) by Company if Company determines that the Site is not appropriate for its operations for economic or technological reason, including without limitation, signal interference; or (iv) Company's Insolvency as described in this section; or (v) by Company upon written notice thereof to City for any or no reason, so long as Company pays City a termination fee equal to three (3) months' rent.

10.2 Rights at Termination. The following provisions will apply at the expiration of the term of this Agreement:

10.2.1 Surviving Obligations. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

10.2.2 Delivery of Possession. Company must cease using the Site. Company must without demand, peaceably and quietly quit and deliver up the Use Area to the City thoroughly cleaned, in good repair with the Use Area maintained and repaired and in as good order and condition, reasonable use and wear excepted, as the Use Area is now or in such better condition as the Use Area may hereafter be placed.

10.2.3 Confirmation of Termination. Upon expiration or termination of this Agreement for any reason, Company must provide to City upon demand recordable disclaimers covering the Use Area executed and acknowledged by Company and by all persons claiming through this Agreement or Company any interest in or right to use the Use Area.

10.2.4 Removal of Improvements. Company must remove all Facilities and restore the Use Area to its prior condition, or to a condition matching City's surrounding land and improvements, as directed by City, at Company's expense within 30 days of termination of this Agreement. Without limitation, such work shall include revegetation and appropriate irrigation Wireless Facilities for revegetated areas.

10.2.5 Prior Improvements. This section also applies to any improvements that Company may have made to the Site.

10.3 Company's Insolvency. Company's insolvency will be deemed an event of default. "Insolvency" means: (a) the making by Company of any general assignment or general arrangement for the benefit of creditors; (b) the filing by or against Company of a petition to have Company adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Company, the same is dismissed within sixty (60) days); or (c) the appointment of a trustee or receiver to take possession of substantially all of Company's

assets located at the Site or of Company's interest in this Agreement, where possession is not restored to Company within thirty (30) days.

SECTION 11. INDEMNITY AND INSURANCE

11.1 Insurance Responsibility. During the entire term of this Agreement, Company must insure its property and activities at and about the Site and must provide insurance and indemnification as follows. Company must carry and maintain as provided in Section F below, until all their respective obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with Company's obligations under this Agreement and Company's activities on the Site, including the installation, construction, relocation, removal, repair, operation, and maintenance of the Wireless Facilities and Communications Equipment by Company, its agents, representatives, employees, or contractors performing on Company's behalf. The insurance requirements herein in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the limits contained herein are sufficient to protect Company from liabilities that might arise out of this Agreement by Company, its agents, representatives, employees, or contractors performing on Company's behalf, and Company is free to purchase such additional insurance as may be determined necessary.

11.2 Scope and Limits of Insurance. Company must provide coverage with limits of liability stated below.

11.2.1 Commercial General Liability – Occurrence Form. Policy must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

General Aggregate	$10,000,000
Products – Completed Operations Aggregate	$10,000,000
Each Occurrence	$10,000,000

If any excess insurance is utilized to fulfill the insurance requirements, the excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance. The policy must be endorsed to include the following: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers shall be included as an additional insured with respect to liability caused, in whole or in part, by of the activities performed by the Company." The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

11.2.2 Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of work under this Agreement.

Combined Single Limit (CSL)	$1,000,000 per incident

The policy must contain an "MCS-90" endorsement providing for clean-up of pollution conditions arising from transported product, if the work performed under the Agreement requires the transportation of any Hazardous Substances by motor vehicle. The policy must also be endorsed to include The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers shall be included as an additional insured with respect to liability caused, in whole or in part, by the activities performed by Company, including automobiles owned, leased, hired, or borrowed by Company".

11.2.3 Worker's Compensation and Employers' Liability.

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Policy must contain a waiver of subrogation against the City of Chandler.

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11.2.4 Pollution Liability.

Per Occurrence	$10,000,000
Annual Aggregate	$10,000,000

The policy must be endorsed to include the following: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers shall be included as an additional insured with respect to liability arising out of the activities performed by Company." The policy must include coverage for cleanup of sudden or accidental pollution conditions arising from the Wireless Facilities and Communications Equipment, as defined in the Agreement; cleanup of new conditions arising from Company's operations and use of the Site under this Agreement; and third-party claims for on and off-site bodily injury and property damage. Company warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. Company may self-insure this coverage.

11.2.5 Telecommunications, Media & Technology Errors & Omissions including Network Security & Privacy Liability Insurance (Cyber).

Per Claim and Aggregate	$10,000,000

The policy must cover professional errors and omissions for those positions defined in the Scope of Services of this Agreement. If the professional liability insurance required by this Agreement is written on a claims-made basis, any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the Effective Date of this Agreement. If such insurance is maintained on an occurrence form basis, Company must maintain such insurance for an additional period of one (1) year following termination or expiration of this Agreement. If such insurance is maintained on a claims-made basis, Company must maintain such insurance for an additional period of three (3) years following termination or expiration of this Agreement. If Company contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), Company must provide proof of same. The insurance must provide coverage for the following risks: (i) Liability arising from theft, dissemination and / or use of confidential information (a defined term including bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form; (ii) Network security liability arising from the unauthorized access to, use of or tampering with the System including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure; (iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, the System, network or similar computer related property and the data, software, and programs thereon.

11.3 Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions: Company's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Company has undertaken under this Agreement. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by the Company under this Agreement. Company self-insures its pollution liability insurance and in satisfaction of the waiver of subrogation requirement Company shall include City as joint loss payee to the extent of the City's insurable interest which would have been covered had Company purchased pollution liability insurance.

11.4 Notice of Cancellation. Upon receipt of notice from its insurer(s), Company must provide thirty (30) days prior written notice of cancellation to the City of any required coverage that is not replaced. Such notice must be sent directly to the addresses listed below and must be sent by first class mail.

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City of Chandler
Attention: Development Services Department
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008
Phone: (480) 782-3000
Email: tuf@chandleraz.gov

With a copy to: Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

11.5 Acceptability of Insurers. Insurance is to be placed with insurers legally authorized in the State of Arizona and with an "A.M. Best" rating of not less than A-VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Company from potential insurer insolvency.

11.6 Verification of Coverage. Company must furnish City with certificates of insurance (ACORD form or Company's form for self-insurance) as required by this Agreement. Certificates of insurance shall be completed and signed by the insured's broker authorized by the insured to bind coverage on its behalf. All certificates and copies of required endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and such coverage must be maintained for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement. All certificates required by this Agreement must be sent directly to the City of Chandler Development Services Department with a copy to Risk Management as the addresses listed in Section 11.4. The Agreement number and description are to be noted on the certificate of insurance.

11.7 Contractors. Company must require all contractors and subcontractors to obtain and maintain substantially the same coverage with substantially the same limits as required of Company and must Include the City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers as an additional insured. Notwithstanding the above, contractor's limits of liability must not be less than $1,000,000 per occurrence, $2,000,000 aggregate.

11.8 Approval. Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Office of the City Attorney, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.

11.9 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement or any and all Permits and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Company and all other persons using, acting, working or claiming through or for Company (if they or their subcontractor, employee or other person or entity hired or directed by them participated in any way in causing the claim in question) shall jointly and severally indemnify, defend and hold harmless City and all other parties required to be named as additional insureds under this Section 11 ("Additional Insureds") for, from and against any and all claims or harm related to Company's use of the Site or the rights granted to Company with respect to the Site or Company's exercise of its rights under this Agreement (the "Indemnity"). Without limitation, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of Company's use of the Site or other property pursuant to this Agreement or any and all Permits, or any actions, acts, errors, mistakes or omissions

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relating to work or services in the performance of or related to this Agreement by Company, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the Site or surrounding areas related to Company's exercise of its rights under this Agreement, except to the extent caused by City or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence City may be liable. Notwithstanding the foregoing, the Indemnity does not apply to: (i) Claims arising from the sole or gross negligence or intentionally wrongful acts of City; or (ii) Claims that the law prohibits from being imposed upon the indemnitor.

11.10 Risk of Loss. Company assumes the risk of all loss, damage or claims related to Company's use of the Site or other property of City, Company or third parties throughout the term of this Agreement and the term(s) of any and all Permits unless caused by the sole or gross negligence or intentionally wrongful acts of City, its employees, agents or contractors. Company must be responsible for all damage to its property and equipment related to this Agreement unless caused by the gross negligence or willful misconduct of the City or its employees, agents or contractors.

11.11 Insurance to be Provided by Others. Company must cause its contractors or other persons occupying, working on or about, or using the Site pursuant to this Agreement to be covered by their own or Company's insurance as required by this Agreement. The required policy limits for commercial general liability insurance provided by such persons must be $1,000,000 for each occurrence, $1,000,000 for products and completed operations annual aggregate, and $2,000,000 general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor at the Site (such as Company's consulting design engineers).

SECTION 12. ASSIGNABILITY AND TRANSFERABILITY

12.1 Assignability. This Agreements and all permits are not assignable by Company (and any assignment shall be void and vest no rights in the purported assignee) unless the assignment is made in strict compliance with the following.

12.2 Assignments Affected. Every assignment of any of Company's interest in the Use Area, any agreement, any Permit, or any of Company's rights or interests hereunder is prohibited unless Company first receives from City notice of City's consent to the assignment, City's consent to such assignment not to be unreasonably withheld, conditioned, or delayed. All references in this Agreement to assignments by Company or to assignees shall be deemed also to apply to all of the following transactions, circumstances and conditions and to all persons claiming pursuant to such transactions, circumstances and conditions: (i) Any voluntary or involuntary assignment, conveyance or transfer of Company's right to use the Use Area under this Agreement or any interest or rights of City under this Agreement, in whole or in part; (ii) Any voluntary or involuntary pledge, lien, mortgage, security interest, judgment, claim or demand, whether arising from any contract, any agreement, any work of construction, repair, restoration, maintenance or removal, or otherwise affecting Company's rights to use the Use Area (collectively "Liens"); (iii) Any assignment by Company of any interest in any agreement or Permit for the benefit of creditors, voluntary or involuntary; (iv) A Company Insolvency; (v) The occurrence of any of the foregoing by operation of law or otherwise; (vi) The occurrence of any of the foregoing with respect to any assignee or other successor to Company.

12.3 Pre-approved Assignments. City hereby consents to certain assignments (the "Pre-approved Assignments"). Only the following assignments are Pre-approved Assignments:

12.3.1 Complete Assignment of Agreement and Permits. Company's complete assignment of all of Company's rights and Interests in the Use Area and approved Agreements, and issued Permits to a single assignee who meets all of the following requirements, as determined by City in City's reasonable discretion (a "Qualified Operator"): (i) The assignee has experience, management, credit standing and financial capacity and other resources equal to or greater than Company's and adequate to successfully perform the obligations set forth herein; (ii) The assignee is experienced in the management and operation of similar projects; (iii) The assignee assumes all of Company's obligations herein; (iv) The assignee has a net worth of not less than Fifty Million and No/100 Dollars ($50,000,000.00).

12.3.2 Stock Transfers. The transfer of publicly traded stock, regardless of quantity.

12.3.3 Merger. The merger or consolidation of Company with another entity that is a Qualified Operator.

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12.3.4 Common Ownership Transfer. Company's complete assignment of all of Company's rights and interests in the Use Area and approved agreements to a single assignee who is and remains a majority owned subsidiary of Company's owner as of the date of the Agreement (or a majority owned subsidiary of a majority owned subsidiary of Company's owner as of the date of the Agreement), or a majority owned subsidiary of Company.

12.3.5 Others. (a) Company's Affiliates; (b) any entity with a net worth of at least Twenty Million Dollars ($20,000,000); (c) any entity that acquires all or substantially all the Company's assets in the market as defined by the FCC in which the Site is located; or (d) an entity whose primary business is managing and maintaining wireless communications towers. As used herein, an "Affiliate" means any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency, or otherwise.

12.4 Limitations on Assignments. City's consent to any assignment, including without limitation, Pre-approved Assignments, is not effective until the following conditions are satisfied: (i) Except for the sale of stock, Company must provide to City notice of the transaction assigning its interests; and (ii) Each assignee must assume all rights and obligations of the assignor arising under this Agreement from and after the effective date of the assignment.

12.5 Assignment Remedies. Any assignment without City's consent shall be void and shall not result in the assignee obtaining any rights or interests. City may, in its sole discretion and in addition to all other remedies available to City under this Agreement or otherwise, and in any combination, terminate all Agreements and Permits; collect Base Fee from the assignee and/or declare the assignment to be void, all without prejudicing any other right or remedy of City this Agreement. No cure or grace periods may apply to assignments prohibited under this Agreement or to enforcement of any provision under this Agreement against an assignee who did not receive City's consent.

12.6 Effect of Assignment. Prior to any assignment other than a Pre-approved Assignment, each assignee must execute an assumption of each Agreement and Permit in the form attached hereto as Exhibit E. No action or inaction by City shall be deemed a waiver of the prohibition on assignments or any other provision herein, or the acceptance of the assignee, Company or occupant as Company, or a release of Company from the further performance by Company of the provisions of this Agreement, any agreement, or any permit. Consent by City to an assignment shall not relieve Company from obtaining City's consent to any further assignment. No assignment may release Company from any liability hereunder.

12.7 Enforceability after Assignment. No consent by City may be deemed to be a novation. City's consent to any assignment does not in any way expand or modify the terms set forth this Agreement or waive, diminish, or modify any of City's rights or remedies under any agreement or any permit. The terms set forth in this Agreement will be enforceable against Company and each successor, partial or total, and regardless of the method of succession, to Company's interest hereunder. Each successor having actual or constructive notice of this Agreement, any agreement or permit will be deemed to have agreed to the preceding sentence.

12.8 Grounds for Refusal. Except for the Pre-approved Assignments, no assignment of any agreement or permit by Company is contemplated or bargained for. Without limitation, City has the right to impose upon any consent to assignment such conditions and requirements as City may deem appropriate.

12.9 Consent to Assignments Company must attach to each Pre-approved Assignment a copy of Company's notice to City of the Pre-approved Assignment and other required documents, Company must attach to each other assignment, a copy of City's notice to Company of City's consent to the assignment. This Agreement will continue to be enforceable according to its terms in spite of any provisions of any documents relating to an assignment.

12.10 Assignment Fee. Company must pay to City in advance the sum of Five Hundred Dollars ($500) as a nonrefundable fee for legal, administrative, and other expenses related to every Pre-approved Assignment of an Agreement (including any related Site Permits (other than the sale of publicly traded stock) or to any request for a consent to assignment, whether City grants such request.

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SECTION 13. USE AREA

13.1 Authority to Use Public Property. Upon approval of this Agreement, City grants to Company permission to install Wireless Facilities in the Public Property upon issuance of all required Permits as set forth below.

13.2 Limitations. Notwithstanding anything herein to the contrary, the Use Area includes and is limited to only certain area that Company is permitted to use and occupy as depicted in Exhibits A and B. The Use Area will be clearly defined by the Boundary Plan in the Preliminary Drawings or Construction Drawings.

13.3 Use Area Boundary. The Use Area excludes other parts of the Public Property and all other land. Company must not occupy or use any other portion of the Public Property or adjoining lands, except as specifically permitted for access to a public right-of-way and utilities from the point of connection, as provided in this Agreement. An approved agreement or an issued Permit does not allow any use of land outside the Use Area, except as otherwise provided in this Agreement. If any portion of Company's work, improvement, or equipment is to be located on other land, such work, improvements, and equipment are prohibited unless Company first obtains from the owner of said land (including City, if applicable) an agreement allowing such work, improvements, or equipment (a "Supplemental Parcel Agreement").

13.4 Power and Telephone Service. Nothing herein grants permission for any portion of the power, telephone, or other service routes, if any. Use of the Public Property or utility easements for these purposes, if any, is governed by other City laws, rules, and policies, and by the Agreement or franchise between City and electrical, telephone, and other service Companies. Any proposed service entrance section, electrical meter pedestal, vault or other equipment and any associated conduits required by power, telephone, or other service Companies to be constructed by the Company to provide such services to the Site must be clearly indicated on the Site Construction Drawings to coordinate with and avoid conflicts with other users. Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Use Area.

13.5 Rights in Adjacent Land. Company's interests granted by this Agreement are expressly limited to the real property defined as the "Site" and/or "Use Area". Without limitation, in the event any public right-of-way or other public or private property at or adjacent to the Site or Use Area is owned, dedicated, abandoned, or otherwise acquired, used, improved, or disposed of by City, such property will not accrue to Company but will be City's only.

13.6 Variation in Area. In the event the Use Area consists of more or less than any stated area, Company's obligations hereunder will not be increased or decreased.

13.7 Condition of Title. Company must not amend, modify, terminate, or otherwise change the Site Documents or create new Site Documents without the City's written approval.

13.7.1 Title. City does not warrant title or rights to use the Use Area or any other property.

13.7.2 Intentionally Omitted.

13.8 Condition of Use Area. The Use Area is made available in an "as is" condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to their condition or fitness for any use or particular purpose.

13.9 No Real Property Interest. Notwithstanding any provision hereof to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Company's rights herein are limited to use and occupation of the Use Area for the Permitted Uses. Company's rights in the Use Area are limited to the specific rights created herein as an approved Agreement.

13.10 Reserved Right and Competing Users and Activities. Notwithstanding anything herein to the contrary, City specifically reserves to itself and excludes from any issued Permit a non-exclusive delegable right (the "Reserved Right") over the entire Use Area for all manner of real and personal improvements and for streets,

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sidewalks, trails, landscaping, utilities, and every other land use of every description, provided the foregoing does not unreasonably interfere with Company's use of the Use Area. Without limitation:

13.10.1 Competing Users. Company accepts the risk that City and others (the "Competing Users") may now or in the future install their facilities in the Use Area in locations that make unoccupied parts of the Public Property unavailable for Company's use.

13.10.2 Competing Activities. Company accepts the risk that there may now or in the future exist upon the Use Area all manner of work and improvements upon the Use Area (the "Competing Activities"). The Competing Activities include without limitation any and all laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning or other dealing with any or all of the following, whether above, upon or below the surface of the Use Area and whether occasioned by existing or proposed uses of the Public Property or existing or proposed uses of adjoining or nearby land: (i) All manner of streets, alleys, sidewalks, trails, ways, traffic control devices, subways, tunnels, trains and gates of every description, and all manner of other transportation facilities and their appurtenances; (ii) All manner of pipes, wires, cables, conduits, sewers, pumps, valves, switches, conductors, connectors, poles, supports, access points and guy wires of every description, and all manner of other utility facilities and their appurtenances; (iii) All manner of canals, drains, bridges, viaducts, overpasses, underpasses, culverts, markings, balconies, porches, overhangs and other encroachments of every description and all manner of other facilities and their appurtenances: (iv) All other uses of the Public Property that City may permit from time to time.

13.11 City's Rights Cumulative. All of City's Reserved Rights under various provisions of this Agreement and any and all issued Permits will be cumulative to each other.

13.12 Use Priorities. This Agreement does not grant to Company or establish for Company any exclusive rights or priority in favor of Company to use the Use Area. Company must not obstruct or interfere with or prevent any Competing User from using the Use Area. City agrees that Competing Users may not obstruct or interfere with or prevent Company from using the Use Area.

13.13 Regulation. City reserves the full authority to regulate use of the Use Area and to resolve competing demands and preferences regarding use of the Use Area and to require Company to cooperate and participate in implementing such resolutions. Without limitation, City may take any or all of the following into account in regulating use of the Use Area: (i) all timing, public, operational, financial and other factors affecting existing and future proposals, needs and plans for Competing Activities; and (ii) all other factors City may consider relevant, whether or not mentioned in this Agreement and any and all issued Permits; (iii) differing regulatory regimes or laws applicable to claimed rights, public benefits, community needs and all other factors relating to Competing Users and Competing Activities.

13.14 Communications Equipment Relocation. Upon ninety (90) days' notice from City, Company may temporarily or permanently relocate or otherwise modify the Communications Equipment (the "Relocation Work") as follows: (i) Company must perform the Relocation Work at its own expense when required by the City Manager; and (ii) The Relocation Work includes all work determined by City to be necessary to accommodate Competing Activities, including without limitation temporarily or permanently removing, protecting, supporting, disconnecting, or relocating any portion of the Communications Equipment; and (iii) City may perform any part of the Relocation Work that has not been performed within the allotted time. Company must reimburse City for its actual costs in performing any Relocation Work. City has no obligation to move Company's, City's or others' facilities, but may assist Company to find a new location and to expedite the approval process; and (iv) City reserves the right to use any of Company's Facilities that are abandoned in place or that are not relocated on City's request; and (v) all Relocation Work is subject to and must comply with this Agreement; and (vi) if City and Company cannot mutually agree on an alternate location, this Agreement will terminate as set forth in section 15.1; and (vii) Communication Equipment relocated to an acceptable location must be reflected by an amendment to this Agreement and subject to City Council approval.

13.15 Interference/Disruption by Competing Users. Neither City, nor any agent, contractor, or employee of City will be liable to Company, its customers nor third parties for any service disruption or for any harm caused them or the Communications Equipment due to Competing Users or Competing Activities.

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13.16 Emergency Disruption by City. City may remove, alter, tear out, relocate, or damage portions of the Communications Equipment in the case of fire, disaster, or other emergencies as the City Manager deems such action to be reasonably necessary under the circumstances. City will make reasonable efforts to contact the Company's Network Operations Center at nocnoc@att.com. In such event, neither City, nor any agent, contractor or employee of City may be liable to Company or its customers or third parties for any harm so caused to them or the Communications Equipment. When practical, City may consult with Company in advance to assess the necessity of such actions and to minimize damage or disruption of operation of the Communications Equipment to the extent reasonably practical under the circumstances. City will inform Company after such action is taken. The terms and condition for Relocation Work apply for Company's repair for the emergency disruption of Company's Wireless Facilities.

13.17 Public Safety. If the Communications Equipment or any other Company equipment, improvements, or activities present any immediate hazard or impediment to the public, to City, to City's equipment or facilities, to other improvements or activities within or outside of the Use Area, or to City's ability to safely and conveniently operate the Public Property or perform City's utility, public safety, or other public health, safety, and welfare functions, Company must immediately remedy the hazard, comply with City requests to secure the Public Property, and otherwise cooperate with City at no expense to City to remove any such hazard or impediment. Company's work crews must report to the Use Area within four (4) hours of any request by City under this section.

13.18 Third Party Permission. Company's Wireless Facilities must not be located on Third Party Areas without the third party's written permission. This Agreement may be suspended for Company's failure to obtain the third party's written permission to use Third Party Areas.

SECTION 14. PROPRIETARY INFORMATION

14.1 Notice to Company. If City receives a request to disclose information identified by Company as Proprietary Information, City will notify Company of such request as provided in section 19.15 to permit Company at Company's cost a reasonable opportunity to prevent the disclosure of the requested information. If the City does not receive a court order to prevent disclosure within five business days from the date of the notice, the City will disclose the requested information.

14.2 Public Records Law. Notwithstanding any provision in this Agreement, Company acknowledges and understands that City is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Laws (A.R.S. § 39-121 et. seq.).

SECTION 15. ABANDONMENT

15.1 Abandonment; Removal of Facilities. In the event that the use of a substantial part of any of the Wireless Facilities is discontinued for any reason for a continuous period of two (2) years for reasons other than Force Majeure, or in the event such Wireless Facilities or property has been installed in any Public Property without complying with the requirements of this Agreement, or this Agreement has terminated or been revoked, Company must promptly, upon being given 60 days' notice from the City, begin removal of such Wireless Facilities and related appurtenances from the Public Property other than such underground facilities which the City may permit to be abandoned in place. In the event of such removal, Company must promptly restore the Public Property or other area from which such property has been removed to a condition satisfactory to the City subject to the City's customary practice to review upon request of Company. As a minimum, Company must restore the Public Property to a condition as existed prior to the removal of the structure or property.

15.2 Permanent Abandonment. The Wireless Facilities and any other property of Company remaining on the Public Property without the consent of the City 180 days after the revocation of this Agreement will be at the option of the City considered permanently abandoned.

SECTION 16. AGREEMENT REVOCATION

16.1 Revocation for Nonuse. Not later than 24 months after the date that the City issues a wireless agreement

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under C.C.C. chapter 46, or an amended video service agreement under C.C.C. chapter 46, Company must offer and provide wireless services unless the Company cannot meet the requirement for reasons beyond the Company's control as provided in Section 19.22. If Company fails to comply with this section, the City may revoke this Agreement.

16.2 Revocation for Cause. In addition to C.C.C. chapter 46 and subject to Section 16.4 below, this Agreement may, after public hearing and notice and an opportunity to cure pursuant to Section 16.3 below, be revoked, altered, or suspended by the City as it deems necessary on any of the following grounds: (i) failure to file and maintain any faithful letters of credit, insurance coverage or pay Agreement fees as required under this Agreement; (ii) failure to comply with applicable law regarding the operation of the Wireless Facilities, this Agreement, or the appropriate regulatory authority; (iii) violation of material terms of this Agreement; (iv) fraud by Company, in its conduct or relations under the Agreement; (v) willful or grossly negligent repeated violations of this Agreement; (vi) failure to comply with any federal, state, local or administrative order, law, permit regulation or consent decree as such may apply to Company's activities, as contemplated in this Agreement; and (vii) permanent or temporary suspension for a period greater than 180 calendar days by the United States or the State of Arizona for any authorizations for Company to own, operate, maintain, or construct a Wireless Facilities.

16.3 Cure Period. If any of the foregoing events occur, Company will be given a period of 60 days after receipt of a written notice of default from the City to cure the default before the hearing described in Section 16.4. The provisions of Section 16.4 apply: (i) if Company fails to cure the event of default within the 60 day period; or (ii) when an event of a default cannot be cured within the 60 day period and Company fails to begin and diligently pursue the cure.

16.4 City Determination; Public Hearing. If Company fails to remedy its default as provided for in Section 16.2, City will notify Company of that determination and will state the major causes and reasons supporting the determination. Company will be granted ten (10) days to respond to the determination. The City will consider the response of Company, if any, and may then terminate, postpone for a period, or proceed with the revocation, alteration, or suspension process. If the City proceeds with the revocation, alteration, or suspension process, or reactivates a postponed proceeding, a written statement of revocation, alteration, or suspension will be served upon Company stating the principal reasons for such action and a copy of the statement must be sent by certified U.S. mail, return receipt requested, to Company as provided in Section 19.15. The City Council may take final action on the revocation, alteration, or suspension of this Agreement after the public hearing.

16.5 Removal of Facilities. Upon revocation of this Agreement, the City may declare a forfeiture, whereupon all rights and privileges of Company under this Agreement will immediately be divested without a further act upon the part of Company, and Company must remove its structures or property from the Public Property and restore the Public Property to the condition as existed prior to the removal of the structure or property. Upon Company's failure to do so within six (6) months of revocation, the City may perform the work and collect the City's cost from Company. At the City's option, Company may abandon structures or property in place as provided in this Agreement. At a minimum, the Public Property must be restored to a condition as existed before the removal of the structures or property.

SECTION 17. RADIO FREQUENCY REQUIREMENTS; CITY EMPLOYEE SAFETY

17.1 RF Compliance Requirements. Company must document, report, and confirm its compliance with FCC Radio Frequency Exposure Guidelines (FCC OET Bulletin 65) and all other applicable radio frequency emissions laws and regulations in effect within six (6) months after commencement of operations (collectively, the "FCC Rules"). Company must cause its senior internal engineer responsible for compliance with the FCC Rules to deliver to City a written letter (the "RF Letter"), as follows: (i) The RF Letter must attest that Company's operation of the Communications Equipment complies with the FCC Rules. A statement from Company declaring exemption from reporting to FCC is not acceptable to comply with the requirements of this paragraph; and (ii) Company must maintain records of radio frequency measurements and Communications Equipment performance in accordance with the FCC Rules; and (iii) Company must show its compliance with the FCC Rules.

17.2 Prior Notice for Work Near Wireless Facilities. Prior to performing any work on the Site, the City's employee will contact the Network Operations Center (the NOC") whose information must be located on the ground level Communications Equipment or on the pole. The City's employee will identify himself or herself as an employee

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of City and will request deactivate the RF signals at the Site for a specified period. Upon completion of the work, the City's employee will contact the NOC to inform Company that the Site may activate the RF signals.

SECTION 18. VIOLATION USE FEES AND PUBLIC SAFETY VIOLATIONS.

18.1 Violation Use Fee. Company agrees to pay Violation Use Fees as provided in C.C.C. chapter 46 when Company breaches the terms of this Agreement and fails to cure the breach after the applicable notice and cure period. The City may elect to draw upon the letter of credit required in Section 8 to collect the Violation Use Fees. For continuing violations within a 24-hour period, each calendar day is considered a separate period for purposes of recovery of Violation Use Fees. Company's payment of Violation Use Fees does not excuse Company's breach of this Agreement or limit the City's legal or equitable remedies.

18.2 Enforcement of Violation Use Fees. The City Manager may issue a warning for Company's first violation under this section. The City Manager will issue notice to the Company as listed in Section 19.15. If City determines that Company is liable for Violation Use Fee, the City assesses the Violation Use Fee by setting forth the nature of the violation and the amount of the assessment. Within ten days of the notice of violation date, Company may appeal the violation as provided in C.C.C. chapter 46 or must pay the Violation Use Fee.

18.3 Public Safety Violations; Civil Sanctions. In addition to imposing a Violation Use Fee, as provided in C.C.C. chapter 46 the City Manager may issue notices of violation of this Agreement and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the public right-of-way. The City Manager may issue a warning for Company's first violation under this section. The City Manager will issue notice to the Company as listed in Section 19.15, and Company's violation may result in a civil sanction as provided in C.C.C. chapter 46. For continuing violations within a 24-hour period, each calendar day is considered a separate period for civil sanctions.

18.4 Civil Action for Violations. These remedies are cumulative, and the City may proceed under one or more remedies. Any party who causes, permits, facilitates, or aids or abets any violation of any provision of this section or who fails to perform any act or duty required by this section is subject to a civil sanction as provided in C.C.C. chapter 46.

SECTION 19. GENERAL CONDITIONS.

19.1 Agreement Administrator and Enforcement. In all matters of agreement administration, the City Manager has authority to determine Company's compliance with the terms and provisions of this Agreement, and in the event of non-compliance, to exercise any or all of the remedies provided in this Agreement and to the full extent provided by law.

19.2 Right of Inspection of Construction. The City may inspect all construction or installation work performed subject to the provisions of this Agreement and to make such tests as it deems necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law.

19.3 Right of Intervention. The City may intervene in any suit or proceeding related to or arising out of this Agreement to which Company is party, and Company may not oppose such intervention by the City.

19.4 Intentionally Omitted.

19.5 Intentionally Omitted.

19.6 Compliance With Laws. Company must comply with all federal, state, and City ordinances, resolutions, rules, and regulations related to the rights and duties granted Company under this Agreement.

19.7 Intentionally Omitted.

19.8 Non-Enforcement by the City. Company will not be relieved of its obligation to comply with any of the provisions of this Agreement by reason of the City's failure to insist upon or to seek compliance with any term and

condition.

19.9 Agreement Documents. Company must submit to the City the letter of credit and insurance certificates as required by the Agreement within 30 days of the Effective Date. This Agreement granted is not legally operative until all of Company's requirements in this Section are completed. In the event Company does not timely satisfy these, this Agreement will be deemed null and void unless Company's time to comply is extended by the Council.

19.10 Survival of Warranties. Company's representations and warranties made as part of the grant of this Agreement, or any permit issued under this Agreement survive termination or revocation of this Agreement.

19.11 Right of Cancellation. Company acknowledges that this Agreement is subject to cancellation by the City under A.R.S. § 38-511.

19.12 Covenant Against Contingent Fees. Company warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in this Agreement. For breach or violation of this warranty, the City has the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

19.13 Independent Contractor. Any provision in this Agreement that may appear to give the City the right to direct Company or Company the right to direct the City as to the details of accomplishing the work or to exercise a measure of control over the work means that the party will follow the wishes of the other party as to the results of the work only.

19.14 Governing Law; Jurisdiction. Arizona law governs this Agreement, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding to enforce this Agreement must be instituted in Maricopa County, Arizona courts.

19.15 Delivery, Procedure of Notices and Communications. All notices, consent, or other communication under this Agreement must be in writing and: (i) delivered in person; or (ii) deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested; or (iii) deposited with any commercial courier or express service and addressed as follows:

To City:
City of Chandler
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008
Attention: Development Services
Phone: (480) 782-3000
e-mail: tuf@chandleraz.gov

With a copy to:
City of Chandler
Office of the City Attorney
P.O. Box 4008, Mail Stop 602
Chandler, Arizona 85224-4008

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To Company:	New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration Re: Cell Site #: AZL01776; Cell Site Name: El Lobo (**AZ**) Fixed Asset #: 15474814 1025 Lenox Park Blvd NE, 3rd Floor Atlanta, GA 30319
With a copy to:	New Cingular Wireless PCS, LLC Attn: Legal Department Re: Cell Site #: AZL01776; Cell Site Name: El Lobo (**AZ**) Fixed Asset #: 15474814 208 S Akard St. Dallas, TX 75202-4206

Notice will be deemed received at the time it is received, refused, or returned undeliverable. Any party may change its mailing address, phone number, email address or the person to receive notice by notifying the other party as provided in this Section. Notices sent by electronic mail must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by electronic mail.

19.16 Organization/Employment Disclaimer. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the Parties will be only those expressly set forth in this Agreement.

19.17 Entire Agreement; Amendment; Waivers. This Agreement, and the below listed exhibits which are incorporated herein by this reference and are attached and/or on file at the City and available for inspection, constitute the entire agreement between the City and Company with respect to the transactions contemplated therein and supersede all prior negotiations, communications, discussions, and correspondence, whether written or oral, concerning the subject matter hereof. No supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provisions, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless expressly executed in writing by the Party making the waiver.

Exhibit “A” – Site Drawings
Exhibit “B” – Use Area or Legal Description
Exhibit “C” – Chandler Department Approval Form
Exhibit “D” – Form Letter of Credit
Exhibit “E” – Assumption Wireless Use Agreement
Exhibit “F” – Extension of Wireless Use Agreement

19.18 Right of Parties. Nothing in this Agreement, whether express or implied, is intended to confer any right or remedies under or by reason of this Agreement on any persons other than the Parties to this Agreement and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any person who is not a party to this Agreement, nor will any provisions in this Agreement give any persons not a party to this Agreement any right of subrogation or action over or against any Party to this Agreement.

19.19 Construction. This Agreement is the result of negotiations between the Parties, none of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this Agreement will be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and the singular the plural. The words "hereof,” "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and

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not to any particular provision of this Agreement. All references to "Sections" herein refer to the sections and paragraphs of this Agreement unless specifically stated otherwise. The section and other headings contained in this Agreement are inserted for convenience of reference only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation of this Agreement.

19.20 Severability. If any covenant, condition, term, or provision of this Agreement is held to be illegal, or if the application of this Agreement to any person or in any circumstances to any extent be judicially determined to be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, condition, term, or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, must not be affected, and each covenant, term, and condition of this Agreement is valid and enforceable to the fullest extent permitted by law.

19.21 Cooperation and Further Documentation. Each of the Parties agree to provide the other with such additional and other duly executed documents as are reasonably requested to fulfill the intent of this Agreement.

19.22 Force Majeure. For the purpose of any of the provisions of this Agreement, neither Company nor the City, as the case may be, will be considered in breach of or in default of their obligations under this Agreement as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to: acts of God, acts of the public enemy, acts of the Federal Government, acts of the Salt River Project, acts of Maricopa County, acts of the State of Arizona or any of its departments, acts of any railroad, fire, floods, epidemics, strikes, lock outs, freight embargoes, and unusually severe weather; it being the purpose and intent of this provision that in the occurrence of any such enforced delay, the time for performance of Company's and the City's obligations, as the case may be, will be extended for the period of the enforced delay, provided that the party seeking the benefit of this provision will have notified the other party in writing of the cause or causes, and requested an extension for the period of the enforced delay. If notice by the party claiming such extension is sent to the other party more than 30 days after commencement of the cause, the period of delay will be deemed to commence 30 days prior to the giving of such notice.

19.23 On-Call Assistance. Company must be available to staff employees of any City department having jurisdiction over Company's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of its Wireless Facilities. City may contact by email the Company's network operations center at nocnoc@att.com regarding such problems or complaints. In the event of a public emergency, pursuant to Sections 13.16 and 13.17, the emergency contact can be reached at nonnoc@att.com.

19.24 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any party who fails, or whose contractors fail, to comply with A.R.S. § 23-214(A) in connection with this Agreement. Therefore, Company and each contractor it uses warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A in connection with this Agreement. A breach of this warranty will be deemed a material breach of this Agreement and may be subject to penalties up to and including revocation of the Agreement. City retains the legal right to inspect the papers of Company's or contractor's employees who provide services under this Agreement to ensure that Company and its contractors comply with this warranty.

19.25 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

19.26 Written Acceptance. Company's execution of this Agreement constitutes Company's acceptance of this Agreement as granted and its agreement to be bound by and to comply with the terms and conditions of this Agreement. Company's signature must be acknowledged by Company before a notary public.

19.27 Data Confidentiality and Data Security. As used in this Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar

documents or information prepared by, obtained by, or transmitted to Company as part of the terms and conditions of this Agreement. Except as specifically provided in this Agreement, Company must not divulge confidential data provided by City to Company and clearly marked confidential to any third party without the City's prior written consent. These prohibitions do not apply to the following data: (i) data which was known to the Company prior to the Effective Date or is publicly available; or (ii) data which was acquired by the Company in its performance under this Agreement and which was disclosed to the Company by a third party, who to the best of the Company's knowledge and belief, had the legal right to make such disclosure and the Company is not otherwise required to hold such data in confidence; or (iii) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Company is subject. Company assumes all liability to maintain the confidentiality of City's confidential data in Company's possession. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court.

19.28 Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter, and bind such party to the commitments and obligations set forth herein.

IN WITNESS WHEREOF, the Parties duly execute and agree to be bound by this License as of the Effective Date.

City of Chandler, an Arizona municipal corporation

By: _____
MAYOR/AUTHORIZED STAFF

APPROVE AS TO FORM:

_____
City Attorney by: _____ JMB

ATTEST:

_____
City Clerk

SEAL

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: Signed by: Len F Dalton 44557017758D4A7...
Signature

Print Name: Len Dalton
Title Director – Access, Construction and Engineering

1/16/2025

_____

[COMPANY ACKNOWLEDGMENT IS ON FOLLOWING PAGE]

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COMPANY'S ACKNOWLEDGEMENT
(REQUIRED BY SECTIONS 6.1 & 19.26 OF THE AGREEMENT**)**

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20___, before me personally appeared _____, who acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the tenant.

_____
Notary Public: _____
My Commission Expires: _____

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EXHIBIT "A"
SITE DRAWINGS
(PAGE 1 OF 3)

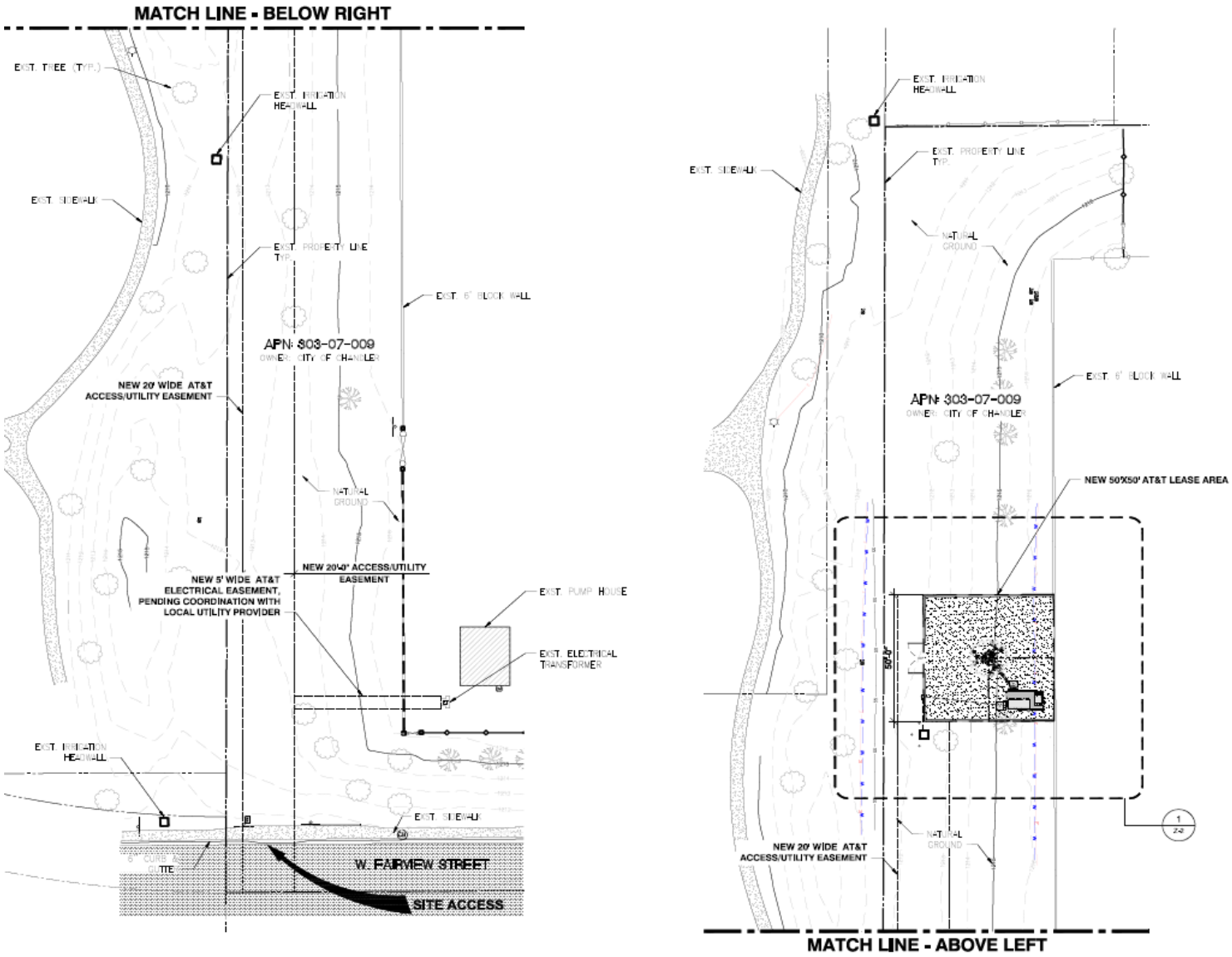
The Public Property is legally described as follows:

The South half of the Northwest quarter of the Southeast quarter of Section 33, Township 1 South, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 415.50.

APN: 303-07-009

The Site and Wireless Facility are described and/or depicted as follows:



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EXHIBIT "A"
SITE DRAWINGS
(PAGE 2 OF 3)

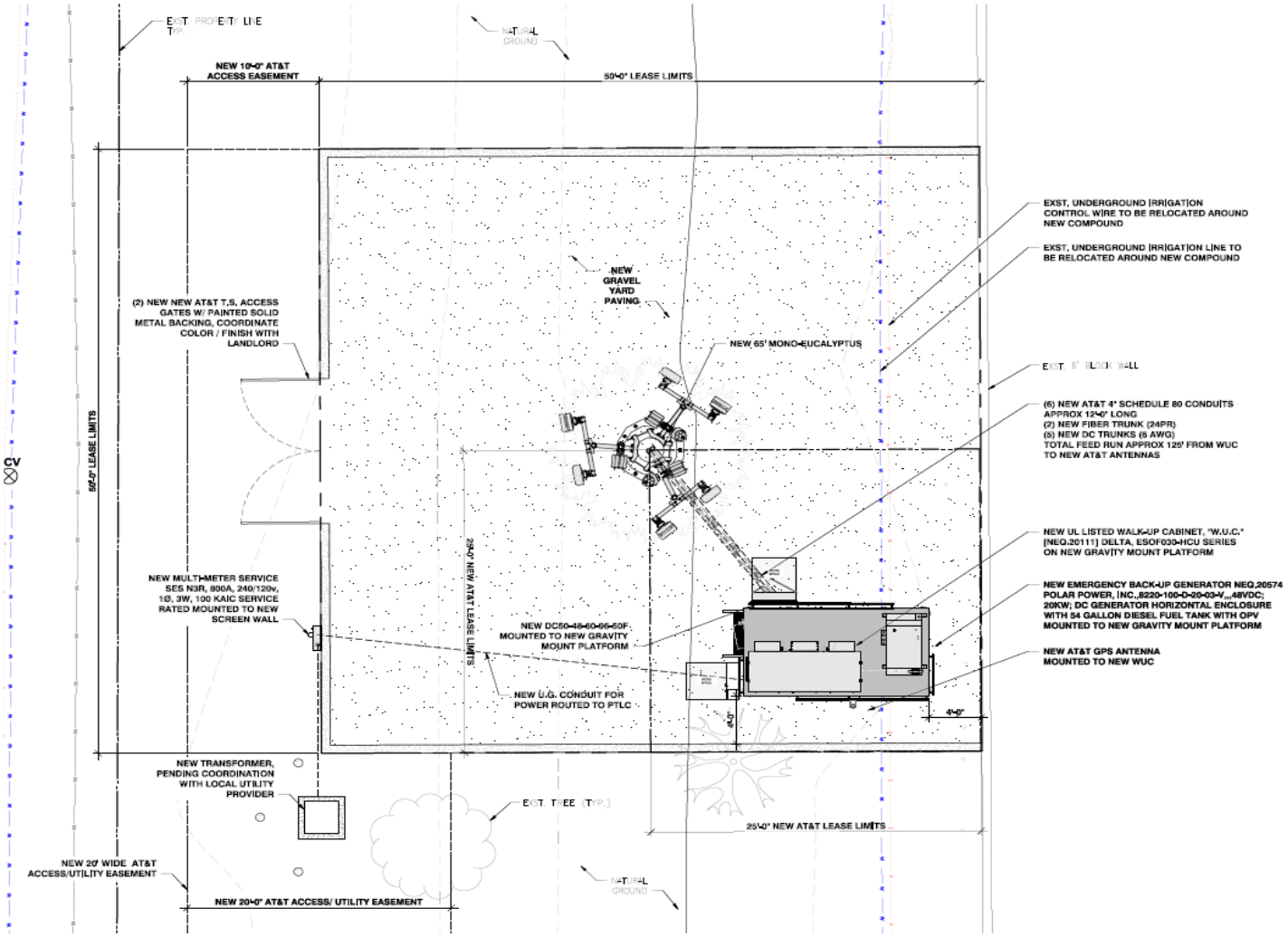
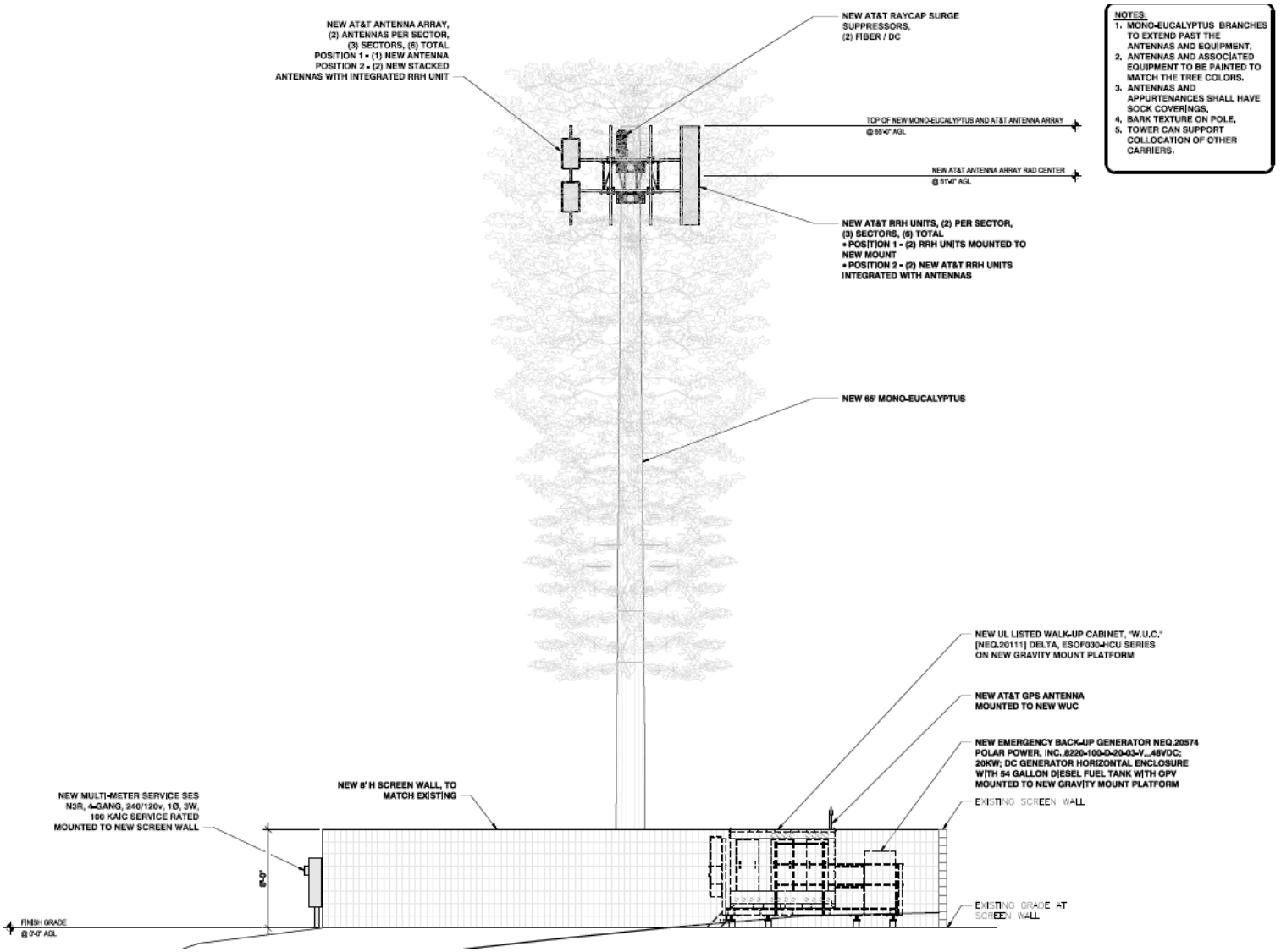


EXHIBIT "A"
SITE DRAWINGS
(PAGE 3 OF 3)



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EXHIBIT "B"
USE AREA OR LEGAL DESCRIPTION
(If not already included as part of Exhibit A)

LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP IN HANDHOLE AT THE INTERSECTION OF PALM LANE AND FAIRVIEW STREET FROM WHICH A FOUND BRASS CAP FLUSH AT THE INTERSECTION OF PALM LANE AND FRYE ROAD BEARS NORTH 00 24' 34'' EAST, 1322.60 FEET;

THENCE SOUTH 89° 34' 47'' WEST, ALONG THE MONUMENT LINE OF PALM LANE, 1305.22 FEET;

THENCE NORTH 00° 00' 00'' EAST, 425.50 FEET;

THENCE NORTH 89° 47' 16'' EAST, 15.19 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00° 12' 44'' WEST, 25.00 FEET;

THENCE NORTH 89° 47' 16'' EAST, 25.00 FEET;

THENCE SOUTH 00° 12' 44'' EAST, 25.00 FEET;

THENCE SOUTH 89° 47' 16'' WEST, 25.00 FEET TO THE POINT OF BEGINNING.

ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP IN HANDHOLE AT THE INTERSECTION OF PALM LANE AND FAIRVIEW STREET FROM WHICH A FOUND BRASS CAP FLUSH AT THE INTERSECTION OF PALM LANE AND FRYE ROAD BEARS NORTH 00 24' 34'' EAST, 1322.60 FEET;

THENCE SOUTH 89° 34' 47'' WEST, ALONG THE MONUMENT LINE OF PALM LANE, 1305.22 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 34' 47'' WEST, 20.00 FEET;

THENCE NORTH 00° 00' 00'' EAST, 475.60 FEET;

THENCE SOUTH 89° 59' 50'' EAST, 10.00 FEET;

THENCE SOUTH 00° 12' 44'' EAST, 50.00 FEET;

THENCE NORTH 89° 47' 16'' EAST, 9.81 FEET;

THENCE SOUTH 00° 00' 00'' EAST, 425.49 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "C"
CHANDLER DEPARTMENT APPROVAL FORM FOR WIRELESS COMMUNICATION FACITLITES ON PUBLIC PROPERTY

Wireless Company _____New Cingular Wireless PCS, LLC_____
Company Contact _____
Location of Site new mono-eucalyptus and associated ground equipment in a compound on the eastern portion of Desert Basin Park_____

Attach specifications of facilities and their location to this form.

I. ***Department Where Site is to be Located***
☐I hereby agree that to the best of our Department's knowledge with the information provided by the Company, that the wireless infrastructure proposed by the above Company at the noted location is acceptable to be located at our Department's facility/location.
☐I deny our Department's approval for location at this site. Reason:
_____
_____
_____
_____
_____
_____
_____

_____ _____
Department Authorized Representative Signature and Title *Date*

II. ***Development Services Department***
☐I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above Company at the noted location meets the City Code zoning requirements for wireless facilities. I have also informed the Company of the procedures to obtain zoning permit approval.
☐I deny our Department's approval for location at this site. Reason:
_____
_____
_____
_____
_____
_____
_____

_____ _____
Planning/Zoning Authorized Representative Signature and Title *Date*

_____ _____
Real Estate Coordinator Authorized Representative Signature and Title *Date*

CHANDLER DEPARTMENT CLEARANCE FOR WIRELESS COMMUNICATION FACILITIES –page 2

III. ***Public Safety Departments***

Information provided by the Company indicates that all wireless communications equipment it will operate within the City is in compliance with the FCC's radio frequency emission regulations and will not interfere with the City's emergency communication Wireless Facilities. If an interference or frequency study was deemed to be necessary in the City's opinion, then it has been performed. If at some time it is determined that there is interference resulting from any such

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equipment, then the Company knows its use agreement will require it to remedy such interference, and that such interference could be deemed a material breach by the party causing the interference.

Police Department:

□ I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above Company at the noted location will not pose an interference issue for the Department's emergency communication Wireless Facilities.

□ I deny our Department's approval for location at this site. Reason:

_____
_____
_____
_____
_____
_____
_____

_____ _____
Police Department Authorized Representative Signature and Title *Date*

Fire Department:

□ I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above Company at the noted location will not pose an interference issue for the Department's emergency communication Wireless Facilities.

□ I deny our Department's approval for location at this site. Reason:

_____
_____
_____
_____
_____
_____
_____

_____ _____
Fire Department Authorized Representative Signature and Title *Date*

Current as of June 2022

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INSTRUCTIONS: DEPARTMENT APPROVAL FORM FOR WIRELESS COMMUNICATION FACILITIES LOCATED ON CITY-OWNED REAL PROPERTY OR IN RIGHT-OF-WAY

Section I. ***Department Where Site is to be Located:*** Requires signature of director or director's designee of the Department whose manages the facility or public land/right-of-way where the wireless facility/structure will be located. If the wireless facilities will be in the following areas, the corresponding signature is required.

City Property	**Department Contact**
Community Services/Parks	Mickey Ohland, Park Development and Operation Manager 480-782-2743, mickey.ohland@chandleraz.gov 175 S. Arizona Ave., 4th Floor
Fire Station	Keith Hargis, Assistant Fire Chief 480-782-2161, keith.hargis@chandleraz.gov 151 E. Boston St.
Water/Wastewater Treatment Facility	John Knudson, Public Works Director 480-782-3590, john.knudson@chandleraz.gov 1475 E Pecos Rd.
Public Right-of-Way	Dennis Aust, Telecommunications & Public Utility Service Manager 480-782-3315, dennis.aust@chandleraz.gov 215 E. Buffalo St.
Police Department	Zachary Cummard, Police Commander 480-782-4153, zachary.cummard@chandleraz.gov 250 E Chicago St.

The Company and the Department must agree to the location on the property where the facilities will not disrupt City operations. This may require an on-site tour to determine an acceptable location. Some general discussions of aesthetics/screening should also take place, as well as if there are any benefits the Department might receive such as collocation opportunities. Once a site has been agreed upon, then proceed to get signature for Section II. Fees for use for that site will be determined through the Use Agreement process once all signatures for the "Chandler Department Approvals for Wireless Communication Facilities" form have been received and submitted to the City at **Development Services Dept., 215 E. Buffalo St., Chandler, AZ 85225, (480) 782-3315.**

Section II. Development Services: Company should be familiar with Chandler City Code Chapter 35, XXII, Section 35-2209 regarding requirements for Wireless Communications Facilities and show that their plans are in accordance with City Code.
Planning/Zoning Contact: Development Services Department, 215 E. Buffalo St., One-Stop Shop Front Counter, 480-782-3000 or Susan Fiala, City Planner, Planning Division, (480) 782-3067, Susan.Fiala@chandleraz.gov

Real Estate Contact: Erich Kuntze, Real Estate Coordinator, (480) 782-3397, erich.kuntze@chandleraz.gov

Section III. ***Police/Fire Departments:*** Company's technical staff should confer with the City's public safety communication staff to assure that all wireless communications equipment it will operate within the City is in compliance with the FCC's radio frequency emission regulations and that the frequencies used will not interfere with the City's emergency communication Wireless Facilities for either the Police or Fire Departments. There will be more detail language for the Company to agree regarding interference issues when applying for the Public Property Use Agreement.

Contact (both Fire & Police Clearance is Required):

Fire Department
Fire Department Assistant Chief
Keith Hargis, keith.hargis@chandleraz.gov
151 E. Boston St., 480-782-2161

Police Department, Communications Division
Police Commander
Zachary Cummard, zachary.cummard@chandleraz.gov
250 E. Boston St., 480-782-4153

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EXHIBIT "D"
STANDARDS FOR LETTERS OF CREDIT

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to this Agreement, the Letter of Credit shall meet and be governed by the following additional standards and requirements:

1. **Letter of Credit Requirements.** The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

1.1 The Letter of Credit is clean, unconditional, irrevocable, independent, and standby.

1.2 The Letter of Credit is payable to City upon presentation of City's draft.

1.3 City may make partial draws upon the Letter of Credit.

1.4 The Letter of Credit is for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.

1.5 Within ten (10) days after City's draft on the Letter of Credit is honored, City must make the original of the Letter of Credit available to the issuer in Maricopa County, Arizona upon which the issuer may endorse its payments.

1.6 The issuer specifies a telefax number, email address, and street address at which City may present drafts on the Letter of Credit.

1.7 The Letter of Credit is valid until a specified date.

1.8 The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least 30 days prior to expiration the issuer notifies City in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.

1.9 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce including, but not limited to, International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590; ISP98 Model Government Standby (U.S.) Form 11.1 and annexes (2017)).

1.10 The Letter of Credit need not be transferable.

2. Approved Forms. The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

2.1 Except as approved in writing by City's Development Services Department, the form of the Letter of Credit shall be in the form set out below.

2.2 Except as approved in writing by City's Development Services Department, the form of drafts upon the Letter of Credit shall be in the form set out below.

3. Issuer Requirements. The issuer of the Letter of Credit shall meet all of the following requirements:

3.1 The issuer shall be a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented.

3.2 The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust Company satisfactory to City.

3.3 The issuer shall have a net worth of not less than $1 billion.

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FORM OF LETTER OF CREDIT
(ISP98 Model Government Standby (U.S.) Form 11.1)

Date _____, 20__

Letter of Credit No.:_____

Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Dear Sir or Madam:

Issuance. At the request and for the account of [*name and address of applicant*] ("Applicant"), we [*name and address of issuer at place of issuance*] ("Issuer") issue the irrevocable independent standby letter of credit number [*reference number*] ("Standby") in favor of [*name and address of beneficiary*] ("Beneficiary") in the maximum aggregate amount of USD [*amount*].

Undertaking. Issuer undertakes to Beneficiary to pay Beneficiary's demand for payment for an amount available under the Standby and in the form of Annex A (Payment Demand) [or *Annex B (Payment Demand after Notice of Non-Extension)*] completed as indicated and presented to Issuer at the following place for presentation: in Maricopa County, Arizona at or before the close of business on the expiration date.

Overdrawing. If a demand exceeds the amount available, but the presentation otherwise complies, Issuer undertakes to pay the amount available.

Expiration. The expiration date of this Standby is valid until _____ 20__.

Automatic Extension. The expiration date of this Standby shall be automatically extended for successive one-year periods, unless [30] or more calendar days before the then current expiration date Issuer gives written notice to Beneficiary that Issuer elects not to extend the expiration date. Issuer's written notice must be sent by *registered, certified, or priority express mail or nationally recognized overnight courier* to Beneficiary's above-stated address [*and to the attention of [office, officer, or other attention party] or, alternatively, be received by Beneficiary's attention party*] [30] or more calendar days before the then current expiration date.

Payment. Payment against a complying presentation shall be made within three business days after presentation at the place for presentation or by wire transfer to a duly requested account of Beneficiary.

ISP98. This Standby is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590). This Letter of Credit is not assignable.

Issuer's Charges and Fees. Issuer's charges and fees for issuing, amending, or honoring this Standby are for Applicant's account and shall not be deducted from any payment Issuer makes under this Standby. [*Issuer undertakes to Beneficiary to pay the charges and fees of any bank nominated in this Standby to advise [and confirm] this Standby for acting on such nomination.*]

[*Communications. Communications other than demands may be made to Issuer in the manner and at the place for presentation and also as follows:* ***[address for mailed, couriered, telephone, telefax, or electronic communications].*** *Communications other than for notices of non-extension may be made to Beneficiary at Beneficiary's above-stated address and also as follows:* ***addresses for mailed, couriered, telephone, telefax, or electronic communications]****.]*

[*Issuer's name*]
[*signature*]

_____
Authorized Signature

_____ [bank name] _____, a _____
By _____ [bank officer's signature] _____
_____ [bank officer's name printed] _____
Its _____ [bank officer's title] _____
Phone: ___ [bank officer's phone number] _____

Docusign Envelope ID: 1F4895D2-3E77-4E03-82BE-107E0537F68B

ANNEX A: PAYMENT DEMAND
(ISP98 Model Government Standby (U.S.) Form 11.1

To: [*Issuer name and address*]

From: Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Date: _____, 20_____

Re: Standby Letter of Credit No. [*reference number*], dated [*date*], issued by [*issuers name*] ("Standby").

Ladies and Gentlemen:

The undersigned beneficiary demands payment of USD [*insert amount*] under the Standby. Beneficiary states that Applicant is obligated to pay to Beneficiary the amount demanded as provided in [*the contract, regulation, or other document that identifies the underlying obligations to the government beneficiary*]. Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [*Insert name, address, and routing number of beneficiary's bank, and name and number of beneficiary's account*].

[*Beneficiary's name and address*]
By its authorized officer:
[*Insert original signature*]
[*Insert typed/printed name and title*]

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Development Services Director of the City of Chandler.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at (480) 782-3410 so that I can correct it. Also, please immediately notify the City Attorney at (480) 782-4656.

Thank you.

_____
City of Chandler, Development Services Director

Docusign Envelope ID: 1F4895D2-3E77-4E03-82BE-107E0537F68B

EXHIBIT "E"
ASSUMPTION OF WIRELESS USE AGREEMENT

Regarding _____

This assumption is made pursuant to paragraph 12.1.5 of that certain Wireless Use Agreement (the "Agreement") between City of Chandler, an Arizona municipal corporation ("CITY") and _____, a _____ ("Company") dated _____, 20____.

_____, a _____ ("Assignee"), having acquired the rights of the Company under the Agreement, hereby assumes the Agreement, agrees to be bound thereby, and obligates itself to perform the terms and conditions of the Agreement, all in favor of CITY. The person signing this document on behalf of Assignee warrants to CITY his authority to do so.

Dated: _____, 20_____

ASSIGNEE: _____,
a _____

By:
Its:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, _____ of _____, a _____.

Notary Public
My Commission Expires:

_____
Date

Docusign Envelope ID: 1F4895D2-3E77-4E03-82BE-107E0537F68B

EXHIBIT "F"
EXTENSION OF WIRELESS USE AGREEMENT

Regarding: _____

This extension is made pursuant to paragraph 5.1 of that certain Wireless Use Agreement (the "Agreement") between City of Chandler, an Arizona municipal corporation ("CITY") and _____, a _____ ("Company") dated _____, 20____.

COMPANY: _____,
a _____

By: _____
Its: _____

CITY OF CHANDLER
a *municipal corporation*

By: _____
Its: Development Services Director or Designee

APRROVE AS TO FORM:

_____
City Attorney

Docusign Envelope ID: 7FEC5A35-718A-4610-B0F2-1EAE56B27DCE

CHANDLER arizona

Development Services
Telecommunications & Utility Franchise

Department Approval Form for Wireless communication Facility on public Property

Wireless Company: New Cingular Wireless PCS, LLC (AT&T)
Site Designation: Battleplan Tranche
Location of Site: On City of Chandler's Denver Basin property

Attach facility location map to this form.

I. *Department Where Site is to be Located*

☒ I hereby agree that to the best of our department's knowledge with the information provided by the company, that the wireless infrastructure proposed by the above company at the noted location, is acceptable to be located at our department's facility or location.

☐ I deny our department's approval for location at this site. Reason:

_____
_____
_____
_____
_____

John Knudson — Director — January 25, 2025
Department Authorized Representative Signature and Title — *Date*

II. *Development Services Department*

☒ I hereby agree that to the best of our department's knowledge with the information provided, the wireless infrastructure proposed by the above company at the noted location meets the City Code zoning requirements for wireless facilities. I have also informed the company of the procedures to obtain zoning permit approval.

☐ I deny our department's approval for location at this site. Reason:

_____
_____
_____
_____
_____

David De La Torre — Planning Manager — January 30, 2025
Planning/Zoning Authorized Representative Signature and Title — *Date*

Erich Luntze — Real Estate Manager — January 30, 2025
Real Estate Authorized Representative Signature and Title — *Date*

Docusign Envelope ID: 7FEC5A35-718A-4610-B0F2-1EAE56B27DCE

III. *Public Safety Departments*

Information provided by the company indicates that all wireless communications equipment it will operate within the city is in compliance with the FCC's radio frequency emission regulations and will not interfere with the city's emergency communication system. If an interference or frequency study was deemed to be necessary in the city's opinion, then it has been performed. If at some time it is determined that there is interference resulting from any such equipment, then the company knows its use agreement will require it to remedy such interference, and that such interference could be deemed a material breach by the party causing the interference.

Police Department:

☒ I hereby agree that to the best of our department's knowledge with the information provided, the wireless infrastructure proposed by the above company at the noted location will not pose an interference issue for the department's emergency communication system.

☐ I deny our department's approval for location at this site. Reason:

n/a

Senior Technology Manager

Donny Witt

Police Department Authorized Representative Signature and Title

January 30, 2025

Date

Fire Department:

☒ I hereby agree that to the best of our department's knowledge with the information provided, the wireless infrastructure proposed by the above company at the noted location will not pose an interference issue for the department's emergency communication system.

☐ I deny our department's approval for location at this site. Reason:

N/A

Assistant Fire Chief

Keith Hargis

Fire Department Authorized Representative Signature and Title

January 30, 2025

Date

Last updated: January 2025

Docusign Envelope ID: 7FEC5A35-718A-4610-B0F2-1EAE56B27DCE

Instructions:

Section I. *Department Where Site is to be Located*

Requires signature of department director or designee of the department that manages the facility, public land or right-of-way where the wireless facility and infrastructure is to be located. For example, if the facility is desired to be located in the following areas, the corresponding signature is required:

City Property	**Department Contact**
Community Services/Parks	Mickey Ohland, Community Services Planning Manager 480-782-2743, mickey.ohland@chandleraz.gov 175 S. Arizona Ave., 4th Floor
Fire Station	Keith Hargis, Assistant Fire Chief 480-782-2161, keith.hargis@chandleraz.gov 151 E. Boston St.
Water/Wastewater Treatment Facility	John Knudson, Public Works Director 480-782-3590, john.knudson@chandleraz.gov 1475 E Pecos Rd.
Public Right-of-Way	Dennis Aust, Telecommunications & Utility Franchise Manager 480-782-3315, dennis.aust@chandleraz.gov 215 E. Buffalo St.
Police Department	Donny Witt, Police Technology Senior Manager 480-782-4172, donny.witt@chandleraz.gov 250 E Chicago St.

The company and the city department should agree that the facilities could locate on the property under discussion without disrupting city operations. This may require an on-site tour to determine if there is an acceptable location. Some general discussions of aesthetics/screening should also take place, as well as if there are any benefits the department might receive such as co-location opportunities. Once a site license has been signed by the company, only then will city staff proceed to get signatures for Section II. Fees for use for the site are determined through the Use Agreement process.

Section II. *Development Services*

Company should be familiar with Chandler City Code Chapter 35, XXII, Section 35-2209 regarding requirements for Wireless Communications Facilities and show that their plans are in accordance with City Code.

Planning/Zoning Contact: Development Services Department, 215 E. Buffalo St., David De La Torre, Planning Manager, Planning Division, (480) 782-3059, david.delatorre@chandleraz.gov

Real Estate Contact: Erich Kuntze, Real Estate Administrator, (480) 782-3397, erich.kuntze@chandleraz.gov

Section III. *Police/Fire Departments*

Company's technical staff should confer with the city's public safety communication staff to assure that all wireless communications equipment it will operate within the city is in compliance with the FCC's radio frequency emission regulations and that the frequencies used will not interfere with the city's emergency communication systems for either the Police or Fire Departments. There is more detailed language regarding interference issues in the License Agreement.

Contact (both Fire & Police Clearance is Required):

Fire Department
Fire Department Assistant Chief
Keith Hargis, keith.hargis@chandleraz.gov
151 E. Boston St., 480-782-2161

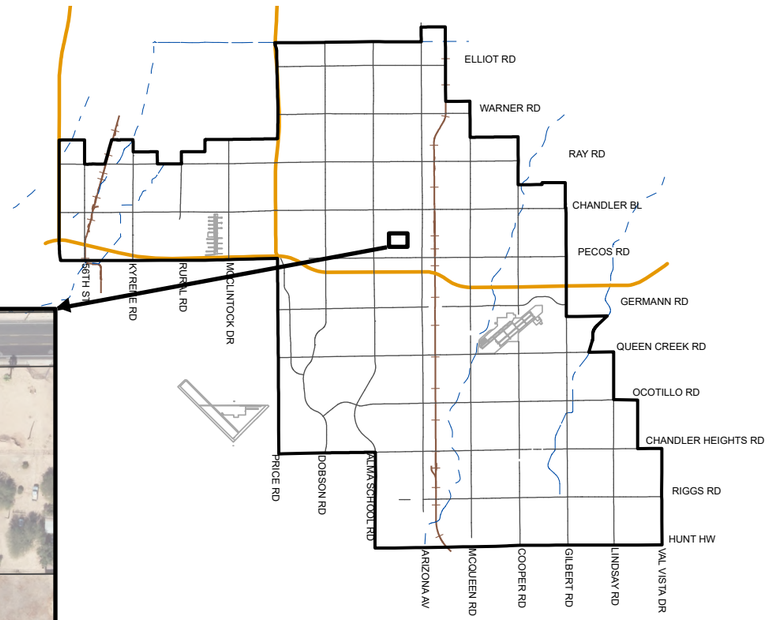
Police Department, Communications Division
Police Technology Senior Manager
Donny Witt, donny.witt@chandleraz.gov
250 E. Boston St., 480-782-4172

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CHANDLER arizona

BATTLEPLAN TRANCHE MACRO WIRELESS FACILITY AT DENVER BASIN





MEMO NO. DS25-010

Proposed Macro Tower on City Owned Property

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Development Services\2025\Battleplan Tranche Macro Wireless Facility at Denver Basin\Battleplan Tranche Macro Wireless Facility at Denver Basin\Battleplan Tranche Macro Wireless Facility at Denver Basin.aprx 1/24/2025 CameronK

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** DS25-009

Date: February 20, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
Dana Alvidrez, City Traffic Engineer/Acting Development Engineering Manager
From: Dennis Aust, Telecommunications and Utility Franchise Manager
Subject: Resolution No. 5868, Authorizing a Wireless License Agreement between the City of Chandler and New Cingular Wireless, LLC, for the existing SRP Cooper Substation macro cell site

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5868, authorizing the Mayor to execute the license agreement between the City of Chandler and New Cingular Wireless, LLC, for the existing SRP Cooper Substation macro cell site, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

Background:

Chapter 46 of the Chandler City Code sets forth the City's requirements for encroachment permits for use of the City's rights-of-way and public property, as well as the licensing requirements for telecommunications companies. New Cingular Wireless is a wireless telecommunications company with existing wireless antennas and facilities at a site designated as SRP Cooper Substation, located on the east side of Cooper Road south of Queen Creek Road on a Salt River Project (SRP) electrical transmission pole in city right-of-way.

Resolution No. 5868 grants a five-year, non-exclusive use agreement, with three five-year extensions, to New Cingular Wireless at the site pursuant to Chapter 46 and consistent with State law. This new license is substantially similar to the existing license, which will run its full course of 20 years later this year. The new license form incorporates updates to the terms to be consistent with current city

terms and conditions, such as bringing the insurance and indemnification language up to date with current city standards.

The City's Police, Fire, and Development Services departments have reviewed and are satisfied with the requirements specified in the Agreement and have found no interference issues that would present a problem to the City's emergency communications system.

Financial Implications:

The City has received a $3,000 application fee to cover the cost of processing this application. The company will pay permit, inspection, and pavement damage fees, if applicable. New Cingular Wireless will also pay the City $1,189.99 per month for use of the right-of-way, with provisions for rate increases of 3.5% annually detailed in the agreement. A 2.75% transaction privilege tax also applies to any non-interstate telecommunication services.

Attachments

Resolution No. 5868

Agreement for Use of Public Property

Department Approval Form and Map

RESOLUTION NO. 5868

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A WIRELESS LICENSE AGREEMENT TO NEW CINGULAR WIRELESS PCS, LLC, DOING BUSINESS AS AT&T, FOR THE SRP COOPER SUBSTATION SITE.

WHEREAS, the City of Chandler believes that it is in the City's best interest to issue a Wireless License Agreement for such purpose.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approves the Wireless License Agreement between the City of Chandler and Cingular Wireless PCS, LLC, doing business as AT&T, for the SRP Cooper Substation Site in the form attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Authorizes the Mayor of the City of Chandler to execute the Agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5868 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2025 and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY JMB

EXHIBIT “A”

Docusign Envelope ID: F64B608A-5F54-404D-BFA9-ACD79CEC336F

WIRELESS AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS, LLC AND THE CITY OF CHANDLER FOR THE SRP COOPER SUBSTATION SITE

City of Chandler Document No._____
City Council Meeting Date: _____

THIS WIRELESS AGREEMENT ("Agreement") is entered into this 14 day of December, 2024 (the "Effective Date"), by and between the City of Chandler, an Arizona municipal corporation ("City"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Company"). City and Company may be referred to individually as "Party" and collectively as "Parties".

BACKGROUND

City and Company entered into that certain Wireless Telecommunications Encroachment Permit and Use Agreement dated November 22, 2005, as amended by that certain Amendment No. One dated August 18, 2009, for Company to install and operate communication facilities at the SRP Cooper Substation Site located at Cooper Rd. and Queen Creek Rd., Chandler, AZ 85349 (collectively, the "Prior Agreement"). This Agreement replaces and supersedes the Prior Agreement as of the Effective Date of this Agreement.

RECITALS

A. Company provides wireless communication services through the use of Wireless Facilities (hereinafter defined); and

B. City is authorized to grant use agreements for operation and maintenance of Wireless Facilities within the City boundaries under the Charter and Chandler City Code, and by virtue of federal and state statutes, by the City's police powers, by its authority over its public rights-of-way and highways as defined in Chapter 46 of the Chandler City Code, and by other City powers and authority; and

C. Company has applied to the City for permission to operate and maintain the Wireless Facilities within the City of Chandler and located within City Right-of-Way as described on the attached Exhibit "A" at a site known as the "SRP Cooper Substation site" (the "Site") and attached to a SRP transmission pole located in the Right of Way adjacent to the Cooper Substation at Cooper Road and Queen Creek Road, as depicted in Exhibit "B"; and

D. Company has agreed to provide information required by and comply with the terms and conditions set forth in this Agreement and other requirements as City may establish from time to time.

AGREEMENT

NOW, THEREFORE, City hereby grants to Company this Wireless Agreement to operate and maintain Wireless Facilities at the Site and within City Right-of-Way under the following terms and conditions.

SECTION 1. DEFINITIONS

For the purposes of this Agreement, the following words, terms, phrases, and their derivations are given the meaning stated in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

"ACC" means the Arizona Corporation Commission.

"Agreement" means this non-exclusive revocable authorization granted by the City to Company to operate and maintain Wireless Facilities on the Site.

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"Agreement Activities" is ascribed the meaning in section 2.1.5.

"Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing wireless services.

"A.R.S." means Arizona Revised Statutes, as amended.

"Base Use Fee" means the amount Company must pay City each month of this Agreement for use of City Right-of-way.

"C.C.C." means Chandler City Code, as amended.

"C.F.R." means Code of Federal Regulations, as amended.

"City" means the City of Chandler, an Arizona municipal corporation.

"City Council" means the Council of the City of Chandler.

"City Manager" means the Chandler City Manager or the City Manager's designee.

"Collocate", "collocating", or "collocation" refer to the use of Company's Facilities by another company.

"Communications Equipment" means any and all electronic equipment at the Wireless Facility location that processes and transports information from the antennas to the Company's network.

"Company" means New Cingular Wireless PCS, LLC, a Delaware limited liability company, and related affiliates, subsidiaries, persons, or entities to which this Agreement is granted.

"Company's Improvements" means all improvements installed by the Company, including, but not limited to: all elements of the Wireless Facility, all screening elements, any landscaping plants or materials, and any other elements provided by the Company in the approved Agreement.

"Competing Users" means entities that own the water pipes, cables and wires, pavement, and other facilities that may be located within the Right-of-way. Competing Users include without limitation, the City, the State of Arizona and its political subdivisions, the public, and all manner of utility companies and other existing or future users of the Use Area.

"Critical Infrastructure Information" has the same meaning prescribed in A.R.S. § 41-1801, as amended.

"Day" means a calendar day, except a Saturday, Sunday, or a holiday prescribed in A.R.S. § 1-301.

"Encroachment Permit" means a permit issued pursuant to Chapter 46 of the Chandler City Code that allows the Company to perform work in the Right-of-Way and to install and operate improvements in the Right-of-Way.

"Environmental Laws" means all federal, state, and local laws, ordinances, rules, regulations, statutes, and judicial decisions, as amended from time to time, which in any way relate to or regulate human health, safety, industrial hygiene, environmental conditions, protection of the environment, prevention or cleanup of pollution, or contamination of the air, soil, surface water, or ground water.

"Facility" or "Facilities" means Company's plant, equipment, and property, including but not limited to boxes, poles, wires, pipe, conduits, pedestals, antenna, and other appurtenances, in order to provide the services described in this Agreement.

"FCC" means the Federal Communications Commission.

"FCC OET Bulletin 65" means the FCC's Office of Engineering & Technology Bulletin 65 that includes the FCC Radio Frequency Exposure Guidelines.

"FCC Rules" means all applicable radio frequency emissions laws and regulations.

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“Fiscal Year” means a 12-month period that begins on July 1 and ends the following June 30.

“Franchise” has the same meaning prescribed in the Arizona Constitution, article 13, §§ 4 and 6.

“Hazardous Substances” means those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law or the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides or herbicides, volatile solvents, materials containing asbestos or formaldehyde, or radioactive materials.

“In-lieu Company” means a single, third-party company, using the Site or Company’s Facility, or part thereof, to provide services in lieu of such services being provided by Company.

“Ordinary Permit Use Fee” means the City’s encroachment permit application, review, and other fees related to the issuance of the permit.

“Other Facilities” means facilities owned and operated by parties other than City or Company, which facilities occupy Public Property under authority of a City encroachment permit, Agreement, or franchise.

“Pre-existing Environmental Condition” means the presence, emission, disposal, discharge, or release of any Hazardous Substance at, in, on, under or about the Wireless Facilities and Site, however caused, existing on the Effective Date, whether the nature and extent of the contamination is known or unknown.

“Proprietary Information” means any document or material clearly identified by Company as confidential and includes, but is not limited to, any customer lists, financial information, technical information, or other information plainly identified as confidential by Company and pertains to Company’s services provided to its customers.

"Public Property" means the surface of and the space above and below of real property, which is owned, operated and maintained by the city. Public Property does not include Right-of-Way.

“RF” means radio frequency.

“RF Letter” means a letter attesting to the Company’s compliance with FCC RF exposure guidelines from the Company’s senior internal engineer.

“Right-of-Way” means the area on, below or above a public roadway, highway, street, sidewalk, alley, or utility easement. Right-of-Way does not include a Federal Interstate Highway, a state highway or state route under the jurisdiction of the Department of Transportation, a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the Company.

"Section" means any section, subsection, or provision of this Agreement.

“Site” means the Use Area for the Wireless Equipment and the pole to which the antenna and other wireless facilities are attached.

“Site Documents” means the depiction of the Agreement area, schematic plans and map showing location of the installation of the Facility in the Right-of-Way, including but not limited to the title report of the use area, vicinity map, site plan, elevations, technical specifications and the cubic feet of the non-antenna wireless equipment.

“Supplemental Parcel Agreement” means an agreement authorizing the Company to use property outside of the Public Property or Right-of-Way.

“SRP” means Salt River Project and its subsidiaries and affiliates.

"Telecommunications” has the same meaning prescribed in A.R.S. § 9-1401, as amended.

"Telecommunications Company” has the same meaning prescribed in A.R.S. § 9-1401, as amended.

"Telecommunications Service" has the same meaning prescribed in A.R.S. § 9-1401, as amended.

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"Third Party Areas" means the portions of the Public Property subject to Third Party Limitations.

"Third Party Limitations" means some or part of the Public Property that may contain limited dedications or regulatory use restrictions imposed by a third party.

"U.S.C." means United States Code, as amended.

"Use Area" means the real property used by Company where the Wireless Facilities are located.

"Violation Use Fee" means the types of fees that the City has available to remedy certain breaches of the Agreement by Company.

"Wireless Facility" means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including both of the following: (i) Equipment associated with wireless communications; and (ii) Radio transceivers, antennas, coaxial or fiber-optic cables, regular and backup power supplies and comparable equipment, regardless of technological configuration. Wireless Facility includes Small Wireless Facilities, but does not include the structure or improvements on, under or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic that is between wireless support structures or utility poles or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna. In addition, Wireless Facility does not include Wi-Fi radio equipment described in Section 9-506, Subsection I or microcell equipment described in Section 9- 584, Subsection E.

"Wireless Facilities Site Permit", also referred to herein as "Site Permit", means the permit authorizing the installation of Wireless Facilities at a specific site in the City's Right-of-Way.

"Wireless Infrastructure Company" as defined in A.R.S. §9-591(23) means any person that is authorized to provide telecommunications service in this state and that builds or installs wireless communications transmission equipment, wireless facilities, utility poles or monopoles but that is not a wireless service company. Wireless Infrastructure Company does not include a special taxing district.

"Wireless Services" as defined in A.R.S. §9-591(25) means any services that are provided to the public and that use licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

"Wireless Services Company" as defined in A.R.S. §9-591(26) means a person that provides wireless services. Wireless Services Company does not include a special taxing district.

"Wireless Support Structure" as defined in A.R.S. §9-591(27) means: (i) a freestanding structure, such as a monopole; (ii) a tower, either guyed or self-supporting; (iii) a sign or billboard; or (iv) any other existing or proposed structure designed to support or capable of supporting small wireless facilities. Wireless Support Structure does not include a utility pole.

"Zoning Code" means Chapter 35 of City Code.

SECTION 2. PERMISSION GRANTED

2.1 Grant.

2.1.1 Subject to the provisions of this Agreement, and to the City Code, City grants Company the nonexclusive revocable permission to operate and maintain its Wireless Facilities within the City Right-of-Way. This Agreement does not grant Company the right and privilege to operate and maintain its Wireless Facilities on Public Property. Subject to the terms and conditions of this Agreement and any additional applicable permits later issued for the Site, for use of the SRP Cooper Substation as more fully set forth herein, the uses of any other Public Property and installation or construction of any other antennae and other equipment locations other than this Site are subject to approval by the City through additional Encroachment Permit review by City staff. If Company desires to change the components of any of the Wireless Facilities in a manner that changes its primary purpose, written approval of such change must be obtained by the City Manager who can refer the matter to the City Council if required by ordinance, provided that such consent by either may not be unreasonably withheld or delayed. The installation and construction of a fiber optics or telecommunications network, or cable Wireless Facilities is not authorized by this agreement.

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2.1.2 Company may not install, maintain, construct, or operate Wireless Facilities in the Right-of-Way or provide services by means of such Wireless Facilities unless a Company first obtains and maintains in good standing at all applicable times of the following: (i) A City license for video services as provided by Title 9, Chapter 5, Article 7, Arizona Revised Statutes, or (ii) a City license for telecommunications services as provided by Title 9, Chapter 5, Article 1.1, Arizona Revised Statutes for facilities located in the Right-of-Way that connect the Company's Wireless Facilities to Company's interstate network. Company must demonstrate compliance with this section when Company submits to the City an application for a wireless agreement. As of the Effective Date, Company represents and warrants that Company complies with this condition. Company must notify City as provided in this Agreement of any changes to Company's compliance with this condition.

2.1.3 Subject to obtaining the permission of the affected property owner, this Agreement also authorizes Company to operate and maintain its Wireless Facilities on structures owned by third parties located on Public Property, such as an electric utility company, provided, however, any installation on private property within or on the City's right-of-way, easements or other Public Property must comply with Chapters 46 and 47 and any other applicable sections of the City Code. Upon request, Company must promptly furnish to the City documentation of such permission from such other affected property owner. By executing this Agreement, the City does not waive any rights that it may have against any public utility or other property owner to require prior approval from the City for such uses of their property or facilities, or that revenues received by any public utility or other property owner from Company, by virtue of Company's use of their property or facilities, be included in the computation of franchise or Agreement fees owed by such parties to the City.

2.1.4 Except for those Facilities specifically permitted on the SRP Cooper Substation Site, no component or part of Company's Wireless Facilities may be installed, constructed, located on, or attached to any property within the City by Company until Company has, for those Facilities to be located on Public Property or other Right-of-Way; obtained encroachment permits pursuant to Chapter 46 of the City Code. Additionally, Company must comply with all other provisions of the City Code, including Chapter 35 regarding zoning and other relevant City regulations.

2.1.5 The Site may be used by Company for the transmission and reception of RF communication signals and for the construction, installation, operation, maintenance and repair of related support Facilities (such as tower and base, antennas, microwave dishes, equipment shelters and/or cabinets) but only for the provision of what is commonly known as telecommunication service (whether or not technically referred to as Personal Communications Service, or some other term) by the use of "personal wireless service facilities" (as such phrase is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2), hereinafter "1996 Act Section 704") and not for any other purpose. Company must, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules, and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of (and operations, maintenance, construction and/or installations at) the Site.

2.1.6 Any privilege claimed under this Agreement and Encroachment Permit by Company in any public street or other Public Property must be subordinate to any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity, and must be subordinate to any prior lawful occupancy or use thereof by any other person, and must be subordinate to any prior easements therein, provided, however, that nothing herein may extinguish or otherwise interfere with property rights established independently of this Agreement.

2.2 Description of the Wireless Facilities. Company's Wireless Facilities consists of improvements, personal property and Facilities necessary to operate its communications Wireless Facilities, including, without limitation, equipment that may be mounted on City owned poles or poles privately owned by other parties that may be on Public Property, and may include equipment buildings with perimeter screen walls in accordance with the provisions of Chapter 35 of the Chandler City Code, and related cables and utility lines (collectively the "Wireless Facilities") as described in Exhibit A.

SECTION 3. SCOPE

3.1 Agreement. Company agrees to comply with the provisions of Chapter 46 of the City Code.

3.2 Specific Authorization. This Agreement solely authorizes Company to operate and maintain Wireless Facilities to provide Wireless Services in accordance with the terms of this Agreement.

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3.3 Compliance with Laws.

3.3.1 Company must comply with all applicable laws, including, but not limited to, the City Code, in the exercise and performance of its rights and obligations under this Agreement. There is hereby reserved to the City the power to amend any section of the City Code so as to require additional or greater standards of construction, operation, and maintenance or otherwise pursuant to City's lawful police powers or as provided in this Agreement.

3.3.2 If it is necessary for Company to comply with any law or regulation of the FCC or the ACC to engage in the business activities anticipated by this Agreement, Company must comply with such laws or regulations as a condition precedent to exercising any rights granted by this Agreement. Provided, however, no such law or regulation of the FCC or ACC may enlarge or modify any of the rights or duties granted by this Agreement without a written modification to this Agreement.

3.3.3 Upon request Company must provide to the City copies of any communications and reports submitted by Company to the FCC or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters directly affecting enforcement of this Agreement.

3.3.4 Upon request Company must provide the City with regular reports, as reasonably needed, to establish Company's compliance with the various requirements and other provisions of this Agreement.

3.4 Interference and Emergency.

3.4.1. Company must receive approval by the City's Police and Fire Departments that Company's Wireless Facilities will not interfere with the City's public safety communications Wireless Facilities. Company agrees that all Wireless Equipment it operates within the City must strictly comply with the FCC's radio frequency emission regulations. In the event City incurs radio frequency interference with respect to its satellite, City communication Wireless Facilities, television or telephone equipment that is presumably caused by Company's operations, then City will give notice to Company via telephone and in writing. Within ten (10) days following Company's receipt of such notice, Company must conduct engineering field tests to determine if such interference is being caused by Wireless Equipment operated by Company. City may conduct engineering field tests using City's own engineer to determine if such interference is caused by Company's Wireless Equipment. City's engineer and Company's engineer will use their best efforts to determine the cause of said interference, but if the two cannot agree on the cause thereof, a neutral third-party engineer will be appointed by City and Company to determine the cause of the interference. If it is determined that such interference results from any of Company's Wireless Equipment, Company must within five business days remedy such interference.

3.4.2. Company must continuously and without interruption, operate so that its Facilities are not deemed abandoned pursuant to 35-2209 of City Code.

3.4.3. Subject to the applicable provisions of the Chandler City Charter, City Code and Arizona Revised Statutes, City may, in the event of a public emergency, sever, disrupt, dig-up, or otherwise remove Company's Facilities if the action is deemed reasonably necessary by the City Manager, Fire Chief, Police Chief, Public Works Director, or Development Services Director. Notice will be given to Company's Network Operations Center at 800-638-2822. A public emergency must be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of City residents, caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, or hazardous material spills.

3.5 Reservation to City. The City reserves every right and power, which is required to be herein reserved or provided by any ordinance or the Charter of the City, and Company, by its execution of this Agreement, agrees to be bound thereby and to comply with any action or requirements of City in its reasonable exercise of such rights or power, heretofore or hereafter enacted or established. Neither the granting of any Agreement nor any provision hereof may constitute a waiver or bar to the exercise of any governmental right or power of the City.

SECTION 4. FEES AND CHARGES

4.1 Application Fee. Company must pay all fees and charges in connection with Company's performance under this Agreement. Company agrees to pay City, a fee in the amount indicated on the City fee schedule as of the date of submittal, prior to submittal for approval of this Agreement to the City Council. Company has paid City a one-time payment for the Agreement Application Fee in the amount of $3,000.00.

4.2 Encroachment Permit Fees. Company must pay any and all fees as required for processing any Encroachment Permits independently of this Agreement as indicated on the City fee schedule as adopted by the City Council and applicable to such permits and construction prior to the issuance of such a permit.

4.3 Use Fee and Other Payments.

4.3.1 For the use of the Site, as of the Effective Date, Company must pay City the sum of $1,189.99 (calendar year 2025) per month as use fee for the SRP Cooper Substation Site (the "Base Fee"). Initial payments of the Base Fee must be made within 90 days of the Effective Date and subsequent payments must be made on the first (1st) day of each month thereafter. The Base Fee for any fractional month at the beginning or at the end of the Term or Renewal Term will be prorated.

4.3.2 Beginning on the annual anniversary of the Effective Date, and on each annual anniversary thereafter, the Base Fee will increase by 3.5%.

4.3.3 In addition to the Base Fee, Company must pay to City any transaction privilege, sales, excise, rental, and other taxes (except income taxes) imposed now or hereinafter imposed by any governmental authority upon rentals and all other amounts to be paid by Company pursuant to this Agreement.

4.3.4 All fees and costs must be paid to City at the following address or to such other persons or at such other places as City may designate in writing. All payments must be in lawful money of the United States of America.

City of Chandler, Development Services
Mail Stop 405, P.O. Box 4008
Chandler, AZ 85244-4008
Attention: Development Services Administrator

4.3.5 City will send invoices to Company at the following address:
New Cingular Wireless PCS, LLC,
Attention: Network Real Estate
Administration Re: AZPHU0707; Cooper & Queen Creek (**AZ**)
Fixed Asset No: 10093416
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

SECTION 5. TERM OF AGREEMENT

5.1 Term. The term of this Agreement shall be as follows:

5.1.1 Original Term. The original term of this Agreement shall be for a period of five (5) years commencing on the Effective Date.

5.1.2 Extension. The term of this Agreement may be extended for three (3) additional five (5) year periods subject to consent by City and Company, which either may withhold in its sole and absolute discretion as provided in Exhibit F. Both City and Company will be deemed to have elected to extend unless City or Company, respectively, gives notice to the contrary to the other at least one hundred eighty (180) days prior to the end of the original term or the current extension. The second term will begin ten (10) years plus one (1) day after the initial effective date. All of the terms and conditions of this Agreement must be in effect during the Term and extension of the Term.

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5.2 Hold Over. In any circumstance whereby Company remains in possession or occupancy of the Site after the expiration of this Agreement (as extended, if applicable), such holding over will not be deemed to operate as a renewal or extension of this Agreement. Instead, the hold over may only create a use right from month to month that may be terminated at any time by City upon thirty (30) days' notice to Company or upon sixty (60) days' notice to City. If Company remains in possession of the Site at the termination or expiration of the initial term or any extension thereof without a written agreement with City to do so, such holding over will be construed to be a tenancy at sufferance from month to month at one and one-half (1 1/2) times the amount of the Base Fee (defined in Section 4.3) in effect at the time of the hold over and Company will be subject to the same terms and conditions of this Agreement.

SECTION 6. ACCEPTANCE

6.1 Written Acceptance. Company's execution of this Agreement constitutes its acceptance of this Agreement as granted and its agreement to be bound by and to comply with this Agreement. Company's signature must be acknowledged by Company before a notary public.

6.2 Validity of Agreement. Company must acknowledge, as a condition of acceptance of this Agreement, that Company was represented throughout the negotiations of this Agreement by its own attorneys and had opportunity to consult with its own attorneys about its rights and obligations regarding same. Company has reviewed City's authority to execute and enforce this Agreement, and has reviewed all applicable law, both federal and state, and, after considering same, Company acknowledges and accepts the right and authority of City to execute this Agreement, to issue this Agreement and to enforce the terms herein. Both parties agree it shall not now or at any time hereafter contest or challenge the other party's authority under applicable federal, state and local law to enter into and enforce this Agreement in any city, state or federal court.

SECTION 7. ENCROACHMENT PERMIT – SRP COOPER SUBSTATION SITE

7.1 Site. City is the owner of a real property located at the corner of Cooper Rd. and Queen Creek Rd. in the City of Chandler, County of Maricopa, State of Arizona, which real property is commonly known as the SRP Cooper Substation. In addition, City has jurisdictional authority over the Right-of-Way where the SRP pole is located adjacent to the City's real property. City hereby grants to Company this License to install, maintain, and operate Company's Wireless Facilities on approximately two hundred fifty (250) square feet of the SRP Cooper Substation and the SRP pole, which Use Area is depicted in attached Exhibit A.

7.2 Ingress, Egress and Utility Access. Under this Agreement, Company, its employees, agents, subcontractors, lenders, invitees, and guests shall have pedestrian and vehicular access to the Site without notice to City twenty-four (24) hours a day, seven (7) days a week, at no charge. This Agreement grants access to perform work where no excavation is involved and where previously permitted structures and facilities exist. If excavation is required for utilities, plans must be submitted to City Staff for approval which will not be unreasonably withheld. Company must submit engineered plans and drawings through the standard Encroachment Permit application process showing the exact location of Company's activities and the plans for installation to City Staff for approval prior to installation.

7.3 Use of Site. The Site must be used solely for the operation of wireless communication services utilizing RF communication Facilities ("Company Facilities"). Company must not use the Site for any other purpose without the written consent of City. The Site shall be used only for lawful purposes, and only in accordance with all applicable building, fire and zoning codes, and applicable local public park ordinances and regulations.

7.4 City Cooperation. City agrees to cooperate with Company, at Company's expense, in making application for and obtaining all agreements and any and all other necessary approvals that may be required for Company's intended use of the Site. However, nothing herein shall be deemed to constitute a contractual obligation of City, as a municipality, to issue a required agreement where the officer, agent, or employee of City responsible for the issuance of such agreement deems the issuance of such an agreement to be inappropriate. This Agreement is not intended to supersede, modify, or waive City Code or Zoning Code requirements applicable to the construction of wireless communication facilities except to the extent they relate to an encroachment permit for the SRP Cooper Substation Site.

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7.5 Tests and Construction. Company may enter the Right-of-Way following the full execution of this Agreement to enter upon the Site for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, and other reasonably necessary tests for construction of Company's Facilities, except as otherwise limited by Section 7.3. Company must indemnify and hold City harmless against liability, loss, cost, damage, or expense that may arise out of any personal injury or property damage resulting from Company's entry upon the Site, except to the extent caused by City's negligence or willful misconduct. Company must coordinate with the Development Services Department to avoid interfering with any City operations while conducting any such tests or construction.

7.6 Company Construction/Improvements.

7.6.1 Company must submit plans and specifications for all the Facilities to be constructed or installed for prior review and approval by the Development Services Department. Such approval is separate from, but may be obtained concurrent with, development approvals (building permits, encroachment permits, special use permits, etc.) required and issued by the Development Services Department. All of Company's construction and installation work must be performed at Company's sole cost and expense and in a good and workmanlike manner.

7.6.2 The construction plans and specifications must include fully dimensioned site plans that are drawn to scale and show, as applicable, antenna, equipment shelter, the proposed changes in the landscape, the proposed type and height of fencing, if any, the proposed type of construction material for all structures, including fencing or screening, and any other details requested by City or required to obtain development approvals.

7.6.3 Company Facilities must remain Company's personal property and not fixtures, and title to the same shall be held by Company. Company shall remove all Company Facilities at its sole expense on or before the expiration or earlier termination of this Agreement and shall repair any damage to the Site caused by such removal and restore the Site to the condition it was in at the time of removal reasonable wear and tear and casualty excepted. If this removal includes the removal of a City owned structure such as a ball field light, a replacement structure approved by the Development Services Department will be constructed.

7.6.4 Any portion of Company's Facilities, or any of Company's personal property, equipment, or improvements on the Site that is not removed on or before ninety (90) days following the termination of this Agreement, may be removed by City and all expenses of such removal and site restoration charged to Company.

7.6.5 Company must make no alterations or additional improvements to or upon the Site without first obtaining written approval of the Development Services Department.

7.7 Utilities. Company must be liable for and must pay throughout the term of this Agreement, all charges for all utility service furnished to the Site for all Company purposes related to the operation and maintenance of Company's Facilities.

7.8 Maintenance and Repair. Company must keep their building, fencing or screen walls, if any, and other Facilities in good repair and in a neat and clean condition and must maintain and preserve any landscaping within and around any fenced area in accordance with City zoning code.

7.9 Hazardous Substances. Company's activities upon or about the Use Area are subject to the following regarding any hazardous or toxic substances, waste or materials or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., or any other federal, state, county, or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances"):

7.9.1 No Warranties. Company understands the hazards presented to persons, property, and the environment by dealing with Toxic Substances. City makes no warranties as to whether the Use Area contains actual or presumed asbestos or other Toxic Substances.

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7.9.2 **Discovery**. Within twenty-four (24) hours after discovery by Company of any Toxic Substances located at the Site in violation of any applicable federal, state or local laws, regulations, or statutes, Company must report such Toxic Substances to City in writing. Within fourteen (14) days thereafter, Company must provide City with a written report of the nature and extent of such toxic substances found by Company.

7.9.3 **Disturbance of Toxic Substances**. Prior to undertaking any construction or other significant work, Company must cause the Use Area to be inspected to prevent disturbance of potential asbestos or other Toxic Substances. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Company must cause Company's contractor or other person performing such work to give to City notice by the method described in this Agreement to the effect that the person will inspect for Toxic Substances, will not disturb Toxic Substances, and will indemnify, defend and hold City harmless against any disturbance in Toxic Substances in the course of the Company's or other person's work. Company must cause any on-site or off-site storage, inspection, treatment, transportation, disposal, handling, or other work involving Toxic Substances by Company in connection with the Use Area to be performed by persons, equipment, Facilities and other resources who are at all times properly and lawfully trained, authorized, licensed, permitted and otherwise qualified to perform such services. Company must promptly deliver to City copies of all reports or other information regarding Toxic Substances.

SECTION 8. LETTER OF CREDIT.

8.1 **Amount: Purpose**. Within thirty (30) Days after the Effective Date of this Agreement, Company must deposit with the City an irrevocable letter of credit in the amount of fifty thousand dollars ($50,000) (replenishable as specified in Section 8.3 below) issued by a federally insured commercial lending institution. The form and substance of said letter of credit will be used to assure (a) the faithful performance by Company of all provisions of this Agreement; (b) compliance with all orders, permits, and directions of any Department of the City having jurisdiction over Company's acts or defaults under this Agreement; and (c) Company's payment of any penalties, liquidated damages, claims, liens, and taxes due to the City that arise by reason of the construction, operation, or maintenance of the Wireless Facilities, including cost of removal or abandonment of any of Company's property.

8.2 **Drawing on Letter of Credit**. The letter of credit may be drawn upon by the City by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the City Manager certifying that Company has been found to have failed to comply with this Agreement after Company's receipt of written notice and a reasonable opportunity to cure, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this Agreement or authorized by law, and no action proceeding against a letter of credit will affect any other right the City may have.

8.3 **Replenishing**. The letter of credit shall be structured in such a manner so that if the City at any time draws upon the letter of credit, upon notice to Company by the issuing lending institution, Company must immediately increase the amount of available credit by the amount necessary to replenish that portion of the available credit exhausted by the honoring of the City's draft; provided, however the maximum amount available to be drawn on this letter of credit for any one event may not exceed fifty thousand dollars ($50,000). The intent of this Section is to make available to the City at all times a letter of credit in the amount of fifty thousand dollars ($50,000).

SECTION 9. INSTALLATION, CONSTRUCTION & OPERATION OF THE WIRELESS FACILITIES

9.1 **Damage to Right-of-Way**. Whenever the installation, removal, or relocation of any of Company's Wireless Facilities is required under this Agreement, and such installation, removal or relocation cause damage to the Right-of- Way, Company, at its sole cost and expense, must promptly repair and return Right-of-Way in which the Wireless Facilities components are located to a safe and satisfactory condition in accordance with applicable laws, reasonably satisfactory to the Development Services Director or designee. If Company does not repair the Site as just described, City will have the option, upon fifteen (15) days prior written notice to Company, to perform or cause to be performed such reasonable and necessary work on behalf of Company and to charge Company for the proposed costs to be incurred or the actual costs incurred by City at City's standard rates, plus an administrative fee of fifteen percent (15%). Upon the receipt of a demand for payment by City, Company must, within thirty (30) days, reimburse City for such costs. For any pavement cuts by Company, Company agrees to restore the

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pavement and to reimburse City for all costs arising from the reduction in the service life of any public road, in accordance with the provisions of Chapter 46 of the City Code and the fees established by City pursuant thereto. Company agrees to pay within thirty (30) days from the date of issuance of an invoice from City. Provided, however, in the event Company failure creates a dangerous condition for which immediate repair or corrective action is necessary for health or safety reasons, no prior notice need be provided to Company, but City may at City's option, immediately repair and restore the site to a safe condition and charge Company as provided above.

9.2 Damage to Facilities of Others. Company must construct, install, locate, and relocate its Wireless Facilities in such a manner that it causes no disruption of other services or damage to the other facilities. If Company damages any City facility, Company must pay to City, the full costs of all repairs incurred by City to repair such damage, together with an administrative fee of fifteen percent (15%). If Company damages any facility owned by an entity other than City, Company must, at the option of the entity whose facility was damaged, either repair and restore such facility to its condition before such damage or reimburse that entity the full cost incurred for repairs and restoration and also for other damages as proved by such other entity.

SECTION 10. TERMINATION

10.1 Termination. This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of written notice of default; or (ii) by Company if it does not obtain or maintain any Agreement, permit, or other approval necessary for the construction and operation of the Site; or (iii) by Company if Company determines that the Site is not appropriate for its operations for economic or technological reason, including without limitation, signal interference; or (iv) Company's Insolvency as described in this section.

10.2 Rights at Termination. The following provisions will apply at the expiration of the term of this Agreement:

10.2.1 Surviving Obligations. Expiration or termination of this Agreement does not terminate Company's indemnity obligations existing or arising prior to or simultaneous with, or attributable to, the termination or events leading to or occurring before termination. Notwithstanding anything herein to the contrary, Companies obligation to pay the Base Rent shall cease as of the date Company completes all removal and restoration obligations set forth in Section 10.2.4 herein below, partial months to be prorated.

10.2.2 Delivery of Possession. Company must cease using the Site. Company must without demand, peaceably and quietly quit and deliver up the Use Area to the City thoroughly cleaned, in good repair with the Use Area maintained and repaired and in as good order and condition, reasonable use and wear excepted, as the Use Area is now or in such better condition as the Use Area may hereafter be placed.

10.2.3 Confirmation of Termination. Upon expiration or termination of this Agreement for any reason, Company must provide to City upon demand recordable disclaimers covering the Use Area executed and acknowledged by Company and by all persons claiming through this Agreement or Company any interest in or right to use the Use Area.

10.2.4 Removal of Improvements. Company must remove all Facilities and restore the Use Area to its prior condition, or to a condition matching City's surrounding land and improvements, as directed by City, at Company's expense within 30 days of termination of this Agreement. Without limitation, such work shall include revegetation and appropriate irrigation Wireless Facilities for revegetated areas.

10.2.5 Prior Improvements. This section also applies to any improvements that Company may have made to the Site.

10.3 Company's Insolvency. Company's insolvency will be deemed an event of default. "Insolvency" means: (a) the making by Company of any general assignment or general arrangement for the benefit of creditors; (b) the filing by or against Company of a petition to have Company adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Company, the same is dismissed within sixty (60) days); or (c) the appointment of a trustee or receiver to take possession of substantially all of Company's assets located at the Site or of Company's interest in this Agreement, where possession is not restored to Company within thirty (30) days.

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SECTION 11. INDEMNITY AND INSURANCE

11.1 Insurance Responsibility. During the entire term of this Agreement, Company must insure its property and activities at and about the Site and must provide insurance and indemnification as follows. Company must carry and maintain, and must cause its contractors to carry and maintain substantially the same coverage with substantially the same limits as required of Company, as provided below, until all their respective obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with Company's obligations under this Agreement and Company's activities on the Site, including but not limited to the installation, construction, relocation, removal, repair, operation, and maintenance of the Wireless Facilities and Communications Equipment by Company, its agents, representatives, employees, or contractors. The insurance requirements herein in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the limits contained herein are sufficient to protect Company from liabilities that might arise out of this Agreement by Company, its agents, representatives, employees or contractors, and Company is free to purchase such additional insurance as may be determined necessary.

11.2 Minimum Scope and Limits of Insurance. Company must provide coverage with limits of liability not less than stated below.

11.2.1 Commercial General Liability – Occurrence Form. Policy must also include coverage for products completed operations, independent contractors, bodily injury, property damage, and advertising injury.

Products – Completed Operations Aggregate	$10,000,000
Each Occurrence	$10,000,000

The policy must be endorsed to include the following additional insured language: The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers shall be included as an additional insured with respect to liability caused, in whole or in part, by the activities performed by the Company. This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability. The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

11.2.2 Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of work under this Agreement.

Combined Single Limit (CSL), each accident	$1,000,000

The policy must contain an "MCS-90" endorsement providing for clean-up of pollution conditions arising from transported product, if the work performed under the Agreement requires the transportation of any Hazardous Substances by motor vehicle. The policy must also be endorsed to include the following additional insured language: The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers shall be included as an additional insured with respect to liability caused, in whole or in part, by the activities performed by Company, including automobiles owned, leased, hired, or borrowed by Company.

11.2.3 Worker's Compensation and Employers' Liability.

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Policy must contain a waiver of subrogation against the City of Chandler.

11.2.4 Pollution Liability.

Per Occurrence	$10,000,000
Annual Aggregate	$10,000,000

Pollution legal liability self-insurance covering third-party claims for bodily injury, property damage or cleanup costs as required by law, where the pollution is caused during and by Company's operations under this Agreement.

The policy must include coverage for cleanup of sudden or accidental pollution conditions arising from the Wireless Facilities and Communications Equipment, as defined in the Agreement; cleanup of new conditions arising from Company's operations and use of the Site under this Agreement; and third-party claims for on and off-site bodily injury and property damage. Company warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

11.2.5 Professional Liability including Technology Errors & Omissions and Network Security/ Privacy Liability Insurance (Cyber).

Per Claim and Aggregate	$10,000,000

. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Agreement warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the Effective Date of this Agreement. If such insurance is maintained on an occurrence form basis, Company must maintain such insurance for an additional period of one (1) year following termination or expiration of this Agreement. If such insurance is maintained on a claims-made basis, Company must maintain such insurance for an additional period of three (3) years following termination or expiration of this Agreement. If Company contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), Company must provide proof of same. The insurance must provide coverage for the following risks: (i) Liability arising from theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information; (ii) Network security liability arising from the unauthorized access to, use of or tampering with the System including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure; (iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, the System, network or similar computer related property and the data, software, and programs thereon.

11.3 Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions: Company's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Company has undertaken under this Agreement. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, volunteers, and employees, for losses caused, in whole or in part, by work performed by the Company under this Agreement.

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11.4 Notice of Cancellation. Upon receipt of notice from its insurer(s), Company must provide thirty (30) days prior written notice of cancellation to the City. Such notice must be sent directly to the addresses listed below and must be sent by first class mail.

City of Chandler
Attention: Development Services Department
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008
Phone: (480) 782-3000
Email: tuf@chandleraz.gov

With a copy to: Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

11.5 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A-VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Company from potential insurer insolvency.

11.6 Verification of Coverage. Company must furnish City with certificates of insurance (ACORD form or equivalent approved by City) and any related endorsements as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement. All certificates required by this Agreement must be sent directly to the City of Chandler Development Services Department with a copy to Risk Management as the addresses listed in Section 11.4. The Agreement number and description are to be noted on the certificate of insurance.

11.7 Contractors. Company must require all contractors and subcontractors to obtain and maintain substantially the same coverage with substantially the same limits as required of Company and must name the City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers as an additional insured. Notwithstanding the above, contractor's limits of liability must not be less than $1,000,000 per occurrence, $2,000,000 aggregate.

11.8 Approval. Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Office of the City Attorney, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.

11.9 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement or any and all Permits and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Company and all other persons using, acting, working or claiming through or for Company (if they or their subcontractor, employee or other person or entity hired or directed by them participated in any way in causing the claim in question) shall jointly and severally indemnify, defend and hold harmless City and all other parties required to be named as additional insureds under this Section 11 ("Additional Insureds") for, from and against any and all claims or harm related to Company's use of the Site or the rights granted to Company with respect to the Site or Company's exercise of its rights under this Agreement (the "Indemnity"). Without limitation, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use,

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financial harm, or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of Company's use of the Site or other property pursuant to this Agreement or any and all Permits, or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this Agreement by Company, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the Site or surrounding areas related to Company's exercise of its rights under this Agreement, except to the extent caused by City or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence City may be liable. Notwithstanding the foregoing, the Indemnity does not apply to: (i) Claims arising from the sole negligence or intentionally wrongful acts of City; or (ii) Claims that the law prohibits from being imposed upon the indemnitor.

11.10 Risk of Loss. Company assumes the risk of any and all loss, damage or claims related to Company's use of the Site or other property of City, Company or third parties throughout the term of this Agreement and the term(s) of any and all Permits, . Company must be responsible for any and all damage to its property and equipment related to this Agreement unless caused by the negligence of the City or its agents or contractors.

11.11 Insurance to be Provided by Others. Company must cause its contractors or other persons occupying, working on or about, or using the Site pursuant to this Agreement to be covered by their own or Company's insurance as required by this Agreement. The required policy limits for commercial general liability insurance provided by such persons must be $1,000,000 for each occurrence, $1,000,000 for products and completed operations annual aggregate, and $2,000,000 general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor at the Site (such as Company's consulting design engineers).

SECTION 12. ASSIGNABILITY AND TRANSFERABILITY

12.1 Assignability. This Agreements and all permits are not assignable by Company (and any assignment shall be void and vest no rights in the purported assignee) unless the assignment is made in strict compliance with the following.

12.2 Assignments Affected. Every assignment of any of Company's interest in the Right-of-way, any agreement, any Permit, or any of Company's rights or interests hereunder is prohibited unless Company first receives from City notice of City's consent to the assignment, City's consent to such assignment not to be unreasonably withheld, conditioned, or delayed. All references in this Agreement to assignments by Company or to assignees shall be deemed also to apply to all of the following transactions, circumstances and conditions and to all persons claiming pursuant to such transactions, circumstances and conditions: (i) Any voluntary or involuntary assignment, conveyance or transfer of Company's right to use the Right-of-way under this Agreement or any interest or rights of City under this Agreement, in whole or in part; (ii) Any voluntary or involuntary pledge, lien, mortgage, security interest, judgment, claim or demand, whether arising from any contract, any agreement, any work of construction, repair, restoration, maintenance or removal, or otherwise affecting Company's rights to use the Right-of-way (collectively "Liens"); (iii) Any assignment by Company of any interest in any agreement or Permit for the benefit of creditors, voluntary or involuntary; (iv) A Company Insolvency; (v) The occurrence of any of the foregoing by operation of law or otherwise; (vi) The occurrence of any of the foregoing with respect to any assignee or other successor to Company.

12.3 Pre-approved Assignments. Subject to certain conditions hereafter stated, City hereby consents to certain assignments (the "Pre-approved Assignments"). Only the following assignments are Pre-approved Assignments:

12.3.1 Complete Assignment of Agreement and Permits. Company's complete assignment of all of Company's rights and Interests in the Right-of-way and approved Agreements, and issued Permits to a single assignee who meets all of the following requirements, as determined by City in City's reasonable discretion (a "Qualified Operator"): (i) The assignee has experience, management, credit standing and financial capacity and other resources equal to or greater than Company's and adequate to successfully perform the obligations set forth herein; (ii) The assignee is experienced in the management and operation of similar projects; (iii) The assignee assumes all of Company's obligations herein; (iv) The assignee has a net worth of not less than Fifty Million and No/100 Dollars ($50,000,000.00).

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12.3.2 Stock Transfers. The transfer of publicly traded stock, regardless of quantity.

12.3.3 Merger. The merger or consolidation of Company with another entity that is a Qualified Operator.

12.3.4 Common Ownership Transfer. Company's complete assignment of all of Company's rights and interests in the Right-of-way and approved agreements to a single assignee who is and remains a majority owned subsidiary of Company's owner as of the date of the Agreement (or a majority owned subsidiary of a majority owned subsidiary of Company's owner as of the date of the Agreement), or a majority owned subsidiary of Company.

12.3.5 Affiliates. Company's assignment of this Agreement and the Company Facilities to any person or entity that (directly or indirectly) controls, is controlled by, or under common control with New Cingular Wireless PCS, LLC. As used herein, "control" of New Cingular Wireless PCS, LLC, means the power (directly or indirectly) to direct the management or policies of New Cingular Wireless PCS, LLC, whether through the ownership of voting securities, by contract, by agency or otherwise.

12.4 Limitations on Assignments. City's consent to any assignment, including without limitation, Pre-approved Assignments, is not effective until the following conditions are satisfied: (i) Except for the sale of stock, Company must provide to City a summary of the transaction assigning its interests; and (ii) Each assignee must execute an assumption of any and all Agreements and Permits to be assigned in the form attached as Exhibit E; and (iii) Each Pre-approved Assignment must satisfy all other requirements of this Agreement pertaining to assignments.

12.5 Assignment Remedies. Any assignment without City's consent shall be void and shall not result in the assignee obtaining any rights or interests. City may, in its sole discretion and in addition to all other remedies available to City under this Agreement or otherwise, and in any combination, terminate any and all Agreements and Permits; collect Base Fee from the assignee and/or declare the assignment to be void, all without prejudicing any other right or remedy of City this Agreement. No cure or grace periods may apply to assignments prohibited under this Agreement or to enforcement of any provision under this Agreement against an assignee who did not receive City's consent.

12.6 Effect of Assignment. Prior to any assignment , each assignee must execute an assumption of each Agreement and Permit in the form attached hereto as Exhibit E. No action or inaction by City shall be deemed a waiver of the prohibition on assignments or any other provision herein, or the acceptance of the assignee, Company or occupant as Company, or a release of Company from the further performance by Company of the provisions of this Agreement, any agreement, or any permit. Consent by City to an assignment shall not relieve Company from obtaining City's consent to any further assignment. No assignment may release Company from any liability hereunder.

12.7 Enforceability after Assignment. No consent by City may be deemed to be a novation. City's consent to any assignment does not in any way expand or modify the terms set forth this Agreement or waive, diminish, or modify any of City's rights or remedies under any agreement or any permit. The terms set forth in this Agreement will be enforceable against Company and each successor, partial or total, and regardless of the method of succession, to Company's interest hereunder. Each successor having actual or constructive notice of this Agreement, any agreement or permit will be deemed to have agreed to the preceding sentence.

12.8 Grounds for Refusal. Except for the Preapproved Assignments, no assignment of any agreement or permit by Company is contemplated or bargained for. Without limitation, City has the right to impose upon any consent to assignment such conditions and requirements as City may deem appropriate.

12.9 Consent to Assignments Company must attach to each Pre-approved Assignment a copy of Company's notice to City of the Pre-approved Assignment and other required documents, Company must attach to each other assignment, a copy of City's notice to Company of City's consent to the assignment. This Agreement will continue to be enforceable according to its terms in spite of any provisions of any documents relating to an assignment.

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12.10 Assignment Fee. Company must pay to City in advance the sum of Five Hundred Dollars ($500) as a nonrefundable fee for legal, administrative, and other expenses related to every Pre-approved Assignment of an Agreement (including any related Site Permits (other than the sale of publicly traded stock) or to any request for a consent to assignment, whether or not City grants such request.

SECTION 13. USE AREA

13.1 Authority to Use Right-of-Way. Upon approval of this Agreement, City grants to Company permission to install Wireless Facilities in the Right-of-Way upon issuance of all required Permits as set forth below.

13.2 Limitations. Notwithstanding anything herein to the contrary, the Use Area includes and is limited to only certain area that Company is permitted to use and occupy as depicted in Exhibit A & Exhibit B. The Use Area will be clearly defined by the Boundary Plan in the Preliminary Drawings or Construction Drawings.

13.3 Use Area Boundary. The Use Area excludes other parts of the Public Property and all other land. Except as provided in this Agreement, Company must not occupy or use any other portion of the Public Property or adjoining lands. An approved Agreement or an issued Permit does not allow any use of land outside the Use Area, except as otherwise provided in this Agreement. If any portion of Company's work, improvement, or equipment is to be located on other land, such work, improvements, and equipment are prohibited unless Company first obtains from the owner of said land (including City, if applicable) an agreement allowing such work, improvements, or equipment (a "Supplemental Parcel Agreement").

13.4 Power and Telephone Service. Nothing herein grants permission for any portion of the power, telephone, or other service routes, if any. Use of the Public Property or utility easements for these purposes, if any, is governed by other City laws, rules, and policies, and by the Agreement or franchise between City and electrical, telephone, and other service Companies. Any proposed service entrance section, electrical meter pedestal, vault or other equipment and any associated conduits required by power, telephone, or other service Companies to be constructed by the Company to provide such services to the Site must be clearly indicated on the Site Construction Drawings to coordinate with and avoid conflicts with other users.

13.5 Rights in Adjacent Land. Company's interests granted by this Agreement are expressly limited to the real property owned by the City defined as the "Use Area" in an issued Permit and the adjacent Right-of-Way within which the SRP transmission pole is located. Without limitation, in the event any public right-of-way or other public or private property at or adjacent to the Use Area is owned, dedicated, abandoned, or otherwise acquired, used, improved, or disposed of by City, such property will not accrue to Company but will be City's only.

13.6 Variation in Area. In the event the Use Area consists of more or less than any stated area, Company's obligations hereunder will not be increased or decreased.

13.7 Condition of Title. Company must not amend, modify, terminate, or otherwise change the Site Documents or create new Site Documents without the City's written approval.

13.7.1 Title. City does not warrant title or rights to use the Use Area or any other property.

13.8 Condition of Use Area. The Use Area is made available in an "as is" condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to their condition or fitness for any use or particular purpose.

13.9 No Real Property Interest. Notwithstanding any provision hereof to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Company's rights herein are limited to use and occupation of the Use Area for the Permitted Uses. Company's rights in the Use Area are limited to the specific rights created herein as an approved Agreement.

13.10 Reserved Right and Competing Users and Activities. Notwithstanding anything herein to the contrary, City specifically reserves to itself and excludes from any issued Permit a non-exclusive delegable right (the "Reserved Right") over the entire Use Area for all manner of real and personal improvements and for

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streets, sidewalks, trails, landscaping, utilities, and every other land use of every description, provided the foregoing does not unreasonably interfere with Company's use of the Use Area. Without limitation:

13.10.1 Competing Users. Company accepts the risk that City and others (the "Competing Users") may now or in the future install their facilities in the Use Area in locations that make unoccupied parts of the Public Property unavailable for Company's use.

13.10.2 Competing Activities. Company accepts the risk that there may now or in the future exist upon the Use Area all manner of work and improvements upon the Use Area (the "Competing Activities"). The Competing Activities include without limitation any and all laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning or other dealing with any or all of the following, whether above, upon or below the surface of the Use Area and whether occasioned by existing or proposed uses of the Public Property or existing or proposed uses of adjoining or nearby land: (i) All manner of streets, alleys, sidewalks, trails, ways, traffic control devices, subways, tunnels, trains and gates of every description, and all manner of other transportation facilities and their appurtenances; (ii) All manner of pipes, wires, cables, conduits, sewers, pumps, valves, switches, conductors, connectors, poles, supports, access points and guy wires of every description, and all manner of other utility facilities and their appurtenances; (iii) All manner of canals, drains, bridges, viaducts, overpasses, underpasses, culverts, markings, balconies, porches, overhangs and other encroachments of every description and all manner of other facilities and their appurtenances: (iv) All other uses of the Public Property that City may permit from time to time.

13.11 City's Rights Cumulative. All of City's Reserved Rights under various provisions of this Agreement and any and all issued Permits will be cumulative to each other.

13.12 Use Priorities. This Agreement does not grant to Company or establish for Company any exclusive rights or priority in favor of Company to use the Use Area. Company must not obstruct or interfere with or prevent any Competing User from using the Use Area. City agrees that Competing Users may not obstruct or interfere with or prevent Company from using the Use Area.

13.13 Regulation. City reserves the full authority to regulate use of the Use Area and to resolve competing demands and preferences regarding use of the Use Area and to require Company to cooperate and participate in implementing such resolutions. Without limitation, City may take any or all of the following into account in regulating use of the Use Area: (i) all timing, public, operational, financial and other factors affecting existing and future proposals, needs and plans for Competing Activities; and (ii) all other factors City may consider relevant, whether or not mentioned in this Agreement and any and all issued Permits; (iii) differing regulatory regimes or laws applicable to claimed rights, public benefits, community needs and all other factors relating to Competing Users and Competing Activities.

13.14 Communications Equipment Relocation. Upon ninety (90) days' notice from City and in connection with the relocation of the associated SRP transmission pole, Company may temporarily or permanently relocate or otherwise modify the Communications Equipment (the "Relocation Work") as follows: (i) Company must perform the Relocation Work at its own expense when required by the City Manager; and (ii) The Relocation Work includes all work determined by City to be necessary to accommodate Competing Activities, including without limitation temporarily or permanently removing, protecting, supporting, disconnecting, or relocating any portion of the Communications Equipment; and (iii) City may perform any part of the Relocation Work that has not been performed within the allotted time. Company must reimburse City for its actual costs in performing any Relocation Work. City has no obligation to move Company's, City's or others' facilities, but may assist Company to find a new location and to expedite the approval process; and (iv) City reserves the right to use any of Company's Facilities that are abandoned in place or that are not relocated on City's request; and (v) all Relocation Work is subject to and must comply with this Agreement; and (vi) if City and Company cannot mutually agree on an alternate location, this Agreement will terminate as set forth in section 15.1; and (vii) Communication Equipment relocated to an acceptable location must be reflected by an amendment to this Agreement and subject to City Council approval.

13.15 Interference/Disruption by Competing Users. Neither City, nor any agent, contractor, or employee of City will be liable to Company, its customers nor third parties for any service disruption or for any harm caused them or the Communications Equipment due to Competing Users or Competing Activities.

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13.16 Emergency Disruption by City. City may remove, alter, tear out, relocate or damage portions of the Communications Equipment in the case of fire, disaster, or other emergencies as the City Manager deems such action to be reasonably necessary under the circumstances. City will make reasonable efforts to contact the Company's Network Operations Center at 800-638-2822. In such event, neither City, nor any agent, contractor or employee of City may be liable to Company or its customers or third parties for any harm so caused to them or the Communications Equipment. When practical, City may consult with Company in advance to assess the necessity of such actions and to minimize damage or disruption of operation of the Communications Equipment to the extent reasonably practical under the circumstances. City will inform Company after such action is taken. The terms and condition for Relocation Work apply for Company's repair for the emergency disruption of Company's Wireless Facilities.

13.17 Public Safety. If the Communications Equipment or any other Company equipment, improvements, or activities present any immediate hazard or impediment to the public, to City, to City's equipment or facilities, to other improvements or activities within or outside of the Use Area, or to City's ability to safely and conveniently operate the Public Property or perform City's utility, public safety, or other public health, safety, and welfare functions, Company must immediately remedy the hazard, comply with City requests to secure the Public Property, and otherwise cooperate with City at no expense to City to remove any such hazard or impediment. Company's work crews must report to the Use Area within four (4) hours of any request by City under this section. The City may impose violation use fees and civil sanctions as provided in C.C.C. chapter 46 for Company's failure to comply with this section, this Agreement, or City Code.

13.18 Third Party Permission. Company's Wireless Facilities must not be located on Third Party Areas without the third party's written permission. This Agreement may be suspended for Company's failure to obtain the third party's written permission to use Third Party Areas.

SECTION 14. PROPRIETARY INFORMATION

14.1 Notice to Company. If City receives a request to disclose information identified by Company as Proprietary Information, City will notify Company of such request as provided in section 19.15 to permit Company at Company's cost a reasonable opportunity to prevent the disclosure of the requested information. If the City does not receive a court order to prevent disclosure within five (5) business days from the date of the notice, the City will disclose the requested information.

14.2 Public Records Law. Notwithstanding any provision in this Agreement, Company acknowledges and understands that City is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Laws (A.R.S. § 39-121 et. seq.).

SECTION 15. ABANDONMENT

15.1 Abandonment: Removal of Facilities. In the event that the use of a substantial part of any of the Wireless Facilities is discontinued for any reason for a continuous period of two (2) years for reasons other than Force Majeure, or in the event such Wireless Facilities or property has been installed in any Public Property without complying with the requirements of this Agreement, or this Agreement has terminated or been revoked, Company must promptly, upon being given 60 days' notice from the City, begin removal of such Wireless Facilities and related appurtenances from the Public Property other than such underground facilities which the City may permit to be abandoned in place. In the event of such removal, Company must promptly restore the Public Property or other area from which such property has been removed to a condition satisfactory to the City subject to the City's customary practice to review upon request of Company. As a minimum, Company must restore the Public Property to a condition as existed prior to the removal of the structure or property.

15.2 Permanent Abandonment. The Wireless Facilities and any other property of Company remaining on the Public Property without the consent of the City 180 days after the revocation of this Agreement will be at the option of the City considered permanently abandoned. Any Company property permitted to be abandoned in place will be abandoned consistent with C.C.C. §§ 46-2.9, 46-8.12(K), the Utility Permit Manual, Transportation and Development Policy TDP-275, and any other applicable law.

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SECTION 16. AGREEMENT REVOCATION

16.1 Revocation for Nonuse. Not later than 24 months after the date that the City issues a wireless agreement under C.C.C. chapter 46, or an amended video service agreement under C.C.C. chapter 46, Company must offer and provide wireless services unless the Company cannot meet the requirement for reasons beyond the Company's control as provided in Section 19.22. If Company fails to comply with this section, the City may revoke this Agreement.

16.2 Revocation for Cause. In addition to C.C.C. chapter 46 and subject to Section 16.4 below, this Agreement may, after public hearing and notice and an opportunity to cure pursuant to Section 16.3 below, be revoked, altered, or suspended by the City as it deems necessary on any of the following grounds: (i) failure to file and maintain any faithful letters of credit, insurance coverage or pay Agreement fees as required under this Agreement; (ii) failure to comply with applicable law regarding the operation of the Wireless Facilities, this Agreement, or the appropriate regulatory authority; (iii) violation of material terms of this Agreement; (iv) fraud by Company, in its conduct or relations under the Agreement; (v) willful or grossly negligent repeated violations of this Agreement; (vi) failure to comply with any federal, state, local or administrative order, law, permit regulation or consent decree as such may apply to Company's activities, as contemplated in this Agreement; and (vii) permanent or temporary suspension for a period greater than 180 calendar days by the United States or the State of Arizona for any authorizations for Company to own, operate, maintain, or construct a Wireless Facilities.

16.3 Cure Period. If any of the foregoing events occur, Company will be given a period of 60 days after receipt of a written notice of default from the City to cure the default before the hearing described in Section 16.4. The provisions of Section 16.4 apply: (i) if Company fails to cure the event of default within the 60-day period; or
(ii) when an event of a default cannot be cured within the 60-day period and Company fails to begin and diligently pursue the cure.

16.4 City Determination; Public Hearing. If Company fails to remedy its default as provided for in Section 16.2, City will notify Company of that determination and will state the major causes and reasons supporting the determination. Company will be granted ten (10) days to respond to the determination. The City will consider the response of Company, if any, and may then terminate, postpone for a period, or proceed with the revocation, alteration, or suspension process. If the City proceeds with the revocation, alteration, or suspension process, or reactivates a postponed proceeding, a written statement of revocation, alteration, or suspension will be served upon Company stating the principal reasons for such action and a copy of the statement must be sent by certified U.S. mail, return receipt requested, to Company as provided in Section 19.15. The City Council may take final action on the revocation, alteration, or suspension of this Agreement after the public hearing.

16.5 Removal of Facilities. Upon revocation of this Agreement, the City may declare a forfeiture, whereupon all rights and privileges of Company under this Agreement will immediately be divested without a further act upon the part of Company, and Company must remove its structures or property from the Public Property and restore the Public Property to the condition as existed prior to the removal of the structure or property. Upon Company's failure to do so within six months of revocation, the City may perform the work and collect the City's cost from Company. At the City's option, Company may abandon structures or property in place as provided in this Agreement. At a minimum, the Public Property must be restored to a condition as existed before the removal of the structures or property.

SECTION 17. RADIO FREQUENCY REQUIREMENTS; CITY EMPLOYEE SAFETY

17.1 RF Compliance Requirements. Company must document, report, and confirm its compliance with FCC Radio Frequency Exposure Guidelines (FCC OET Bulletin 65) and all other applicable radio frequency emissions laws and regulations in effect from time to time (collectively, the "FCC Rules"). Company must cause its senior internal engineer responsible for compliance with the FCC Rules to deliver to City a written letter (the "RF Letter"), as follows: (i) The RF Letter must attest that Company's operation of the Communications Equipment is in compliance with the FCC Rules. A statement from Company declaring exemption from reporting to FCC is not acceptable to comply with the requirements of this paragraph; and (ii) Company must maintain records of radio frequency measurements and Communications Equipment

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performance in accordance with the FCC Rules; and
(iii) Company must show its compliance with the FCC Rules.

17.2 Prior Notice for Work Near Wireless Facilities. Prior to performing any work on the Site, the City's employee will contact the Network Operations Center (the NOC") whose information must be located on the ground level Communications Equipment or on the pole. The City's employee will identify himself or herself as an employee of City and will request deactivate the RF signals at the Site for a specified period. Upon completion of the work, the City's employee will contact the NOC to inform Company that the Site may activate the RF signals.

17.3 Kill Switch. Company must provide access to a "kill switch" for the Wireless Facilities and Communication Equipment located at the Site for use by the City's employees, agents, or representatives.

SECTION 18. VIOLATION USE FEES AND PUBLIC SAFETY VIOLATIONS.

18.1 Violation Use Fee. Company agrees to pay Violation Use Fees as provided in C.C.C. chapter 46 when Company breaches the terms of this Agreement and fails to cure the breach after the applicable notice and cure period. The City may elect to draw upon the letter of credit required in Section 8 to collect the Violation Use Fees. For continuing violations within a 24-hour period, each calendar day is considered a separate period for purposes of recovery of Violation Use Fees. Company's payment of Violation Use Fees does not excuse Company's breach of this Agreement or limit the City's legal or equitable remedies.

18.2 Enforcement of Violation Use Fees. The City Manager may issue a warning for Company's first violation under this section. The City Manager will issue notice to the Company as listed in Section 19.15. If City determines that Company is liable for Violation Use Fee, the City assesses the Violation Use Fee by setting forth the nature of the violation and the amount of the assessment. Within ten (10) days of the notice of violation date, Company may appeal the violation as provided in C.C.C. chapter 46 or must pay the Violation Use Fee.

18.3 Public Safety Violations; Civil Sanctions. In addition to imposing a Violation Use Fee, as provided in C.C.C. chapter 46 the City Manager may issue notices of violation of this Agreement and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the public right-of- way. The City Manager may issue a warning for Company's first violation under this section. The City Manager will issue notice to the Company as listed in Section 19.15, and Company's violation may result in a civil sanction as provided in C.C.C. chapter 46. For continuing violations within a 24-hour period, each calendar day is considered a separate period for civil sanctions.

18.4 Civil Action for Violations. These remedies are cumulative, and the City may proceed under one or more remedies. Any party who causes, permits, facilitates, or aids or abets any violation of any provision of this section or who fails to perform any act or duty required by this section is subject to a civil sanction as provided in
C.C.C. chapter 46.

SECTION 19. GENERAL CONDITIONS.

19.1 Agreement Administrator and Enforcement. In all matters of Agreement administration, the City Manager has authority to determine Company's compliance with the terms and provisions of this Agreement, and in the event of non-compliance, to exercise any or all of the remedies provided in this Agreement and to the full extent provided by law.

19.2 Right of Inspection of Construction. The City may inspect all construction or installation work performed subject to the provisions of this Agreement and to make such tests as it deems necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law.

19.3 Right of Intervention. The City may intervene in any suit or proceeding related to or arising out of this Agreement to which Company is party, and Company may not oppose such intervention by the City.

19.4 Compliance With Laws. Company must comply with all federal, state, and City ordinances, resolutions, rules, and regulations related to the rights and duties granted Company under this Agreement.

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19.5 No Recourse. Company has no recourse whatsoever against the City or its officials, boards, commissions, agents, or employees for any loss, costs, expense, or damage arising out of any provision, requirement, enforcement, or defect in this Agreement.

19.6 Non-Enforcement by the City. Company will not be relieved of its obligation to comply with any of the provisions of this Agreement by reason of the City's failure to insist upon or to seek compliance with any term and condition.

19.7 Agreement Documents. Company must submit to the City the letter of credit and insurance certificates as required by the Agreement within 30 days of the Effective Date. The Agreement granted is not legally operative until all of Company's requirements in this Section are completed. In the event Company does not timely satisfy these, this Agreement will be deemed null and void unless Company's time period to comply is extended by the Council.

19.8 Survival of Warranties. Company's representations and warranties made as part of the grant of this Agreement, or any permit issued under this Agreement, survive termination or revocation of this Agreement.

19.9 Right of Cancellation. Company acknowledges that this Agreement is subject to cancellation by the City under A.R.S. § 38-511.

19.10 Covenant Against Contingent Fees. Company warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in this Agreement. For breach or violation of this warranty, the City has the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

19.11 Independent Contractor. Any provision in this Agreement that may appear to give the City the right to direct Company or Company the right to direct the City as to the details of accomplishing the work or to exercise a measure of control over the work means that the party will follow the wishes of the other party as to the results of the work only.

19.12 Governing Law; Jurisdiction. Arizona law governs this Agreement, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding to enforce this Agreement must be instituted in Maricopa County, Arizona courts.

19.13 Delivery, Procedure of Notices and Communications. All notices, consent, or other communication under this Agreement must be in writing and: (i) delivered in person; or (ii) deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested; or (iii) deposited with any commercial air courier or express service and addressed as follows:

To City:

City of Chandler
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008

Phone: (480) 782-3000

Phone: 800 264-6620
e-mail: tuf@chandleraz.gov
Site: SRP Cooper Substation

To Company:

New Cingular Wireless PCS, LLC
Attn: TAG-LA
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, GA 30319
Re: Cell Site Name: Cooper & Queen Creek (**AZ**)
Cell Site #: AZPHU0707
Fixed Asset #: 10093416

Docusign Envelope ID: F64B608A-5F54-404D-BFA9-ACD79CEC336F

With a copy to:

City of Chandler
Office of the City Attorney
P.O. Box 4008, Mail Stop 602
Chandler, Arizona 85224-4008

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
208 S. Akard Street
Dallas, TX 75202-4206
Re: Cell Site Name: Cooper & Queen Creek (**AZ**)
Cell Site #: AZPHU0707
Fixed Asset #: 10093416

And with a copy to:

New Cingular Wireless PCS, LLC
AZ/NM Network Property Management
1355 W. University Drive
Mesa, AZ 85201-5419
Re: Cell Site Name: Cooper & Queen Creek
Cell Site #: AZPHU0707
Fixed Asset #: 10093416

Notice will be deemed received at the time it is personally served, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) calendar days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice will be computed from the time the notice is deemed received unless noted otherwise. Any party may change its mailing address, phone number, email address or the person to receive notice by notifying the other party as provided in this Section. Notices sent by electronic mail must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by electronic mail.

19.14 Organization/Employment Disclaimer. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, agreement, or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the Parties will be only those expressly set forth in this Agreement.

19.15 Entire Agreement; Amendment; Waivers. This Agreement, and the below listed exhibits which are incorporated herein by this reference and are attached and/or on file at the City and available for inspection, constitute the entire agreement between the City and Company with respect to the transactions contemplated therein and supersede all prior negotiations, communications, discussions, and correspondence, whether written or oral, concerning the subject matter hereof. No supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provisions, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless expressly executed in writing by the Party making the waiver.

Exhibit “A” – Site Drawings
Exhibit “B” – Use Area or Legal Description
Exhibit “C” – Chandler Department Approval
Form Exhibit “D” – Form Letter of Credit
Exhibit “E” – Assumption Wireless Use Agreement
Exhibit “F” – Extension of Wireless Use Agreement

19.16 Right of Parties. Nothing in this Agreement, whether express or implied, is intended to confer any right or remedies under or by reason of this Agreement on any persons other than the Parties to this Agreement and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any person who is not a party to this Agreement, nor will any provisions in this Agreement give any persons not a party to this Agreement any right of subrogation or action over or against any Party to this Agreement.

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19.17 Construction. This Agreement is the result of negotiations between the Parties, none of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this Agreement will be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and the singular the plural. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. All references to "Sections" herein refer to the sections and paragraphs of this Agreement unless specifically stated otherwise. The section and other headings contained in this Agreement are inserted for convenience of reference only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation of this Agreement.

19.18 Severability. If any covenant, condition, term, or provision of this Agreement is held to be illegal, or if the application of this Agreement to any person or in any circumstances to any extent be judicially determined to be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, condition, term, or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, must not be affected, and each covenant, term, and condition of this Agreement is valid and enforceable to the fullest extent permitted by law.

19.19 Cooperation and Further Documentation. Each of the Parties agree to provide the other with such additional and other duly executed documents as are reasonably requested to fulfill the intent of this Agreement.

19.20 Force Majeure. For the purpose of any of the provisions of this Agreement, neither Company nor the City, as the case may be, will be considered in breach of or in default of their obligations under this Agreement as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to: acts of God, acts of the public enemy, acts of the Federal Government, acts of the Salt River Project, acts of Maricopa County, acts of the State of Arizona or any of its departments, acts of any railroad, fire, floods, epidemics, strikes, lock outs, freight embargoes, and unusually severe weather; it being the purpose and intent of this provision that in the occurrence of any such enforced delay, the time for performance of Company's and the City's obligations, as the case may be, will be extended for the period of the enforced delay, provided that the party seeking the benefit of this provision will- have notified the other party in writing of the cause or causes, and requested an extension for the period of the enforced delay. If notice by the party claiming such extension is sent to the other party more than 30 days after commencement of the cause, the period of delay will be deemed to commence 30 days prior to the giving of such notice.

19.21 On-Call Assistance. Company must be available to staff employees of any City department having jurisdiction over Company's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of its Wireless Facilities. City may contact by telephone Company's Network Operations Center at telephone number 800-638-2822 regarding such problems or complaints. In the event of a public emergency, pursuant to Sections 13.16 and 13.17, the emergency contact can be reached at 800-638-2822.

19.22 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any party who fails, or whose contractors fail, to comply with A.R.S. § 23-214(A) in connection with this Agreement. Therefore, Company and each contractor it uses warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A in connection with this Agreement. A breach of this warranty will be deemed a material breach of this Agreement and may be subject to penalties up to and including revocation of the Agreement. City retains the legal right to inspect the papers of Company's or contractor's employees who provide services under this Agreement to ensure that Company and its contractors comply with this warranty.

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19.23 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

19.24 Written Acceptance. Company's execution of this Agreement constitutes Company's acceptance of this Agreement as granted and its agreement to be bound by and to comply with the terms and conditions of this Agreement. Company's signature must be acknowledged by Company before a notary public.

19.25 Data Confidentiality and Data Security. As used in this Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Company as part of the terms and conditions of this Agreement. Except as specifically provided in this Agreement, Company must not divulge confidential data provided by City to Company and clearly marked confidential to any third party without the City's prior written consent. These prohibitions do not apply to the following data: (i) data which was known to the Company prior to the Effective Date or is publicly available; or (ii) data which was acquired by the Company in its performance under this Agreement and which was disclosed to the Company by a third party, who to the best of the Company's knowledge and belief, had the legal right to make such disclosure and the Company is not otherwise required to hold such data in confidence; or (iii) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Company is subject. Company assumes all liability to maintain the confidentiality of City's confidential data in Company's possession. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court.

19.26 Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter, and bind such party to the commitments and obligations set forth herein.

Remainder of page left intentionally blank.

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IN WITNESS WHEREOF, the Parties duly execute and agree to be bound by this Agreement as of the Effective Date.

City of Chandler, an Arizona municipal corporation

By: _____
MAYOR/AUTHORIZED STAFF

New Cingular Wireless PCS, LLC, a Delaware limited liability company
By: AT&T Mobility Corporation, its Manager

By: DocuSigned by: Misty Snowden CB843DC3808146B... Signature

Print Name: Misty Snowden
Title Assoc. Director

APPROVE AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk SEAL

COMPANY'S ACKNOWLEDGEMENT (Required by Sections 6.1 & 19.26 of the Agreement**)**

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20___, before me personally appeared _____, who acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

_____
Notary Public: _____
My Commission Expires: _____

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EXHIBIT "A"
SITE DRAWINGS

Docusign Envelope ID: F64B608A-5F54-404D-BFA9-ACD79CEC336F

PROJECT TEAM

CLIENT REPRESENTATIVE
COMPANY: SMARTLINK, GROUP
ADDRESS: 8767 E. VIA DE VENTURA, SUITE 200
CITY, STATE, ZIP: SCOTTSDALE, AZ 85258
CONTACT: JOHN TISHUCK
PHONE: (480) 262-6316
E-MAIL: JOHN.TISHUCK@SMARTLINKGROUP.COM

PROJECT OWNER
COMPANY: AT&T
ADDRESS: 1355 WEST UNIVERSITY DRIVE
CITY, STATE, ZIP: MESA, AZ 85201-5419

PROFESSIONAL OF RECORD
COMPANY: SMARTLINK, GROUP
ADDRESS: 8767 E. VIA DE VENTURA, SUITE 200
CITY, STATE, ZIP: SCOTTSDALE, AZ 85258
CONTACT: RACHAEL CARSON
PHONE: (602) 793-8101
E-MAIL: RACHAEL.CARSON@SMARTLINKGROUP.COM

PROPERTY OWNER
COMPANY: SRP TELECOM
ADDRESS: PO BOX 52025
CITY, STATE, ZIP: PHOENIX, AZ 85042-2025
CONTACT: MATTHEW LUDICK
PHONE: (602) 236-2844

TOWER OWNER
COMPANY: SRP TELECOM
ADDRESS: PO BOX 52025
CITY, STATE, ZIP: PHOENIX, AZ 85042-2025
CONTACT: MATTHEW LUDICK
PHONE: (602) 236-2844

SHEET	DESCRIPTION
T-1	TITLE SHEET
A-1	SITE PLAN
A-2	EQUIPMENT AND ANTENNA LAYOUTS
A-3	ELEVATIONS - EXISTING AND NEW
E-1	ELECTRICAL PANEL
E-2	DC PANEL SCHEDULE
E-3	GROUNDING PLANS

CONTRACTOR TO REFERENCE PACKAGE "B" FOR SCHEMATICS, WIRING DIAGRAMS AND DETAILS.

GENERAL NOTES

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

PDF DRAWING ISSUED AS 24X36 SHALL BE PRINTED 50% SCALE CENTERED ON PAGE FOR 11X17 PRINTS. PDF DRAWINGS ISSUED 11X17 SHALL BE PRINTED 100% CENTERED.

SITE INFORMATION

LATITUDE:	33° 15' 34.18992" N
LONGITUDE:	-111° 48' 23.78016" W
LAT./LONG. TYPE:	NAD 83
GROUND ELEVATION:	N/A
APN #:	303-43-017C
AREA OF CONSTRUCTION:	EXISTING
ZONING/JURISDICTION:	CITY OF CHANDLER
CURRENT ZONING:	AG-1
COUNTY:	MARICOPA
EXISTING USE:	UNMANNED TELECOMMUNICATIONS FACILITY
HANDICAP REQUIREMENTS:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

AT&T

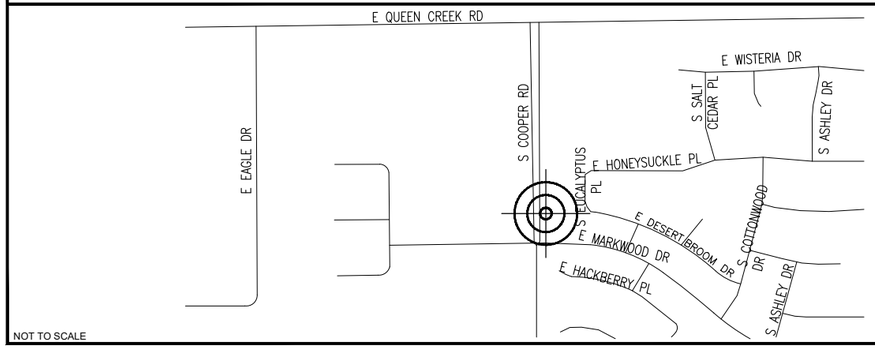
PROJECT INFORMATION:

P707 AZPHU0707 AZL00707
COOPER & QUEEN CREEK

C-BAND PTN: 3901A0YWGM
5G NR RADIO PTN: 3901A107KZ

FA: 10093416 USID: 84291

VICINITY MAP



NOT TO SCALE

DRIVING DIRECTIONS

FROM AT&T OFFICE: 1355 WEST UNIVERSITY DRIVE, MESA, AZ 85201-5419:

TAKE HEAD NORTH ON N STANDAGE TOWARDS W UNIVERSITY DR, TURN LEFT AT THE 1ST CROSS STREET ONTO W UNIVERSITY DR, USE THE LEFT 2 LANES TO TURN LEFT ONTO S PRICE RD, USE THE LEFT 2 LANES TO TAKE THE ARIZONA 101 LOOP S SLIP ROAD, CONTINUE ON AZ-101 LOOP S. TAKE AZ-202 LOOP E TO S MCQUEEN RD IN CHANDLER. TAKE EXIT 46 FROM AZ-202 LOOP E, MERGE ONTO AZ-101 LOOP S, USE THE LEFT 2 LANES TO TAKE THE EXIT TOWARDS AZ-202 LOOP E, CONTINUE ONTO EXIT 61C (SIGNS FOR ARIZONA 202 LOOP E), MERGE ONTO AZ-202 LOOP E, TAKE EXIT 46 FOR MCQUEEN RD, FOLLOW S MCQUEEN RD AND E QUEEN CREEK RD TO S COOPER RD, USE THE RIGHT 2 LANES TO TURN RIGHT ONTO S MCQUEEN RD, TURN LEFT ONTO E QUEEN CREEK RD, TURN RIGHT ONTO S COOPER RD, MAKE A U-TURN AT E JADE PL, SITE WILL BE ON THE RIGHT.

CODE COMPLIANCE

BUILDING CODE: INTERNATIONAL BUILDING CODE 2018 (WITH CITY AMENDMENTS)

ELECTRICAL CODE: NATIONAL ELECTRICAL CODE 2017 (WITH CITY AMENDMENTS)

LIGHTNING PROTECTION CODE: NFPA 780 - 2000, LIGHTNING PROTECTION CODE

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

RFDS DATA

DESIGN PACKAGE BASED ON RF DATA SHEET

RFDS NAME:	AZL00707
REVISION:	V1.00
DATE:	06/09/2022 1:04:12 PM
NUMBER OF SECTORS:	3
NUMBER OF ANTENNAS:	6
NUMBER OF TMA UNITS:	6
NUMBER OF RRH UNITS:	9
NUMBER OF WCS FILTERS:	1
NUMBER OF TWIN TRIPLEXERS:	6
NUMBER OF RF CABLES:	12
NUMBER OF FIBER/DC SQUIDS:	1
NUMBER OF DC SQUIDS:	0
NUMBER OF TRUNK CABLES:	1
NUMBER OF DC TRUNK CABLES:	3
NUMBER OF RET LINES:	1

APPROVALS

AT&T (RF): _____ DATE: _____

AT&T (CONST.): _____ DATE: _____

AT&T (SAM): _____ DATE: _____

LANDLORD: _____ DATE: _____

LANDLORD: _____ DATE: _____

FIELD DATA SUMMARY

YES	ANTENNA SWAP
18	NUMBER OF EXISTING 7/8" COAX CABLES
0	NUMBER OF EXISTING DC TRUNK CABLES
0	NUMBER OF EXISTING FIBER TRUNK CABLES
145'-0"	DISTANCE OF FIBER/COAX RUN
T.B.D.	FIBER PROVIDER
T.B.D.	CIRCUIT ID
	NOTE: -CONTRACTOR TO FIELD VERIFY ALL QUANTITIES AND LENGTHS. -DRAWINGS BASED ON PRIOR PERMITTED DRAWINGS SCOPE OF WORK. -SITE WALK HAS NOT BEEN PERFORMED.

PROJECT DESCRIPTION

THIS PROJECT WILL BE COMPRISED OF:
CHANGES ON THE EXISTING AT&T ANTENNA ARRAY:
- POSITION (1) - REPLACE (1) EXISTING ANTENNA WITH (2) NEW AT&T ANTENNAS WITH INTEGRATED RRH UNIT PER SECTOR, (3) SECTORS, (6) TOTAL
- POSITION (3) - REPLACE (1) EXISTING ANTENNA WITH NEW AT&T ANTENNA PER SECTOR, (3) SECTORS, (3) TOTAL
- POSITION (2) - REMOVE (1) EXISTING ANTENNA PER SECTOR, (3) SECTORS, (3) TOTAL
- POSITION (1) - REMOVE (1) EXISTING TMA UNIT PER SECTOR, (3) SECTORS, (3) TOTAL
- INSTALL (1) NEW DC9 SQUID
- INSTALL (1) NEW 24 PAIR FIBER TRUNK CABLE
- INSTALL (3) NEW 6AWG DC TRUNK CABLES
- REMOVE (18) 7/8" COAX CABLES
- INSTALL (12) NEW 7/8" COAX CABLES

CHANGES IN THE EXISTING AT&T EQUIPMENT ENCLOSURE AREA:
- INSTALL (1) NEW BATTERY RACK

AC/DC SCOPE:
DC POWER PLAN REVIEW:
- EXISTING EMERSON NETSURE 7100 -48VDC POWER PLANT [NEQ.19736] OUTFITTED WITH (10) HE 2KW -48VDC RECTIFIERS [NEQ. 15930] & (4) HE 1.5KW -48VDC/+24VDC CONVERTER MODULES [NEQ.15929]. INSTALL (1) ADDITIONAL HE 2KW -48VDC RECTIFIER [NEQ. 15930] TO MEET N+1 REQUIREMENT.
- INSTALL THE FOLLOWING DC BREAKERS:
  - (6) 40A [NEQ.00185] AEQ SERIES

BATTERY CHECK:
- BATTERY RESERVE CAPACITY: (12) EXISTING EXIDE GNB MARATHON HIGH TEMP BATTERIES 180AH [NEQ.19872] MOUNTED BELOW EXISTING NETSURE™ DC POWER SYSTEM. CONTRACTOR TO INSTALL (2) ADDITIONAL STRING OF EXIDE GNB MARATHON HIGH TEMP BATTERIES 180AH [NEQ.19872] CONFIGURED AS (4) CELLS PER STRING @ -48VDC NOMINAL IN NEW NETSURE™ VRLA BATTERY RACK. FIVE BATTERY STRINGS WILL PROVIDE 4.4 HOURS OF BATTERY BACKUP.
- NO STANDBY GENERATOR, MINIMUM REQUIRED BATTERY BACKUP TIME IS 4.0 HOURS.

A/C PANEL REVIEW:
- SEE PANEL SCHEDULES

HVAC UNITS:
- SITE HAS TWO EXISTING 5-TON WALL HVAC UNITS, WHICH ARE SUFFICIENT.

JURISDICTIONAL APPROVAL

AT&T
1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS

ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T WIRELESS IS STRICTLY PROHIBITED

smartlink
8767 E. VIA DE VENTURA
SUITE 200
SCOTTSDALE, AZ 85258

TELCYTE
INFRASTRUCTURE SERVICES
3450 N HIGLEY RD - SUITE 102,
MESA, AZ 85215

Registered Professional Engineer (Electrical)
CERTIFICATE NO.
44749
TIM ALEXANDER
9 AUG 2022
STATE OF ARIZONA U.S.A.
EXPIRES, 30 JUN 2024

REV.	DATE	REVISION DESCRIPTION
3	08-09-2022	ISSUED FOR SUBMITTAL
2	07-29-2022	ISSUED FOR SUBMITTAL
1	07-13-2022	RFDS UPDATE
0	04-29-2021	PCD ISSUED FOR REVIEW

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS AND SPEC'S, UNLESS SPECIFICALLY STATED OTHERWISE, THE MANUFACTURES EQUIPMENT INSTALLATION SPEC'S SHALL ALWAYS BE VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION

PROJECT INFORMATION:
P707 AZPHU0707 AZL00707
COOPER & QUEEN CREEK
3483 SOUTH COOPER ROAD
CHANDLER, AZ 85249
MARICOPA COUNTY

DRAWN BY:	CHECKED BY:
HI	MEW

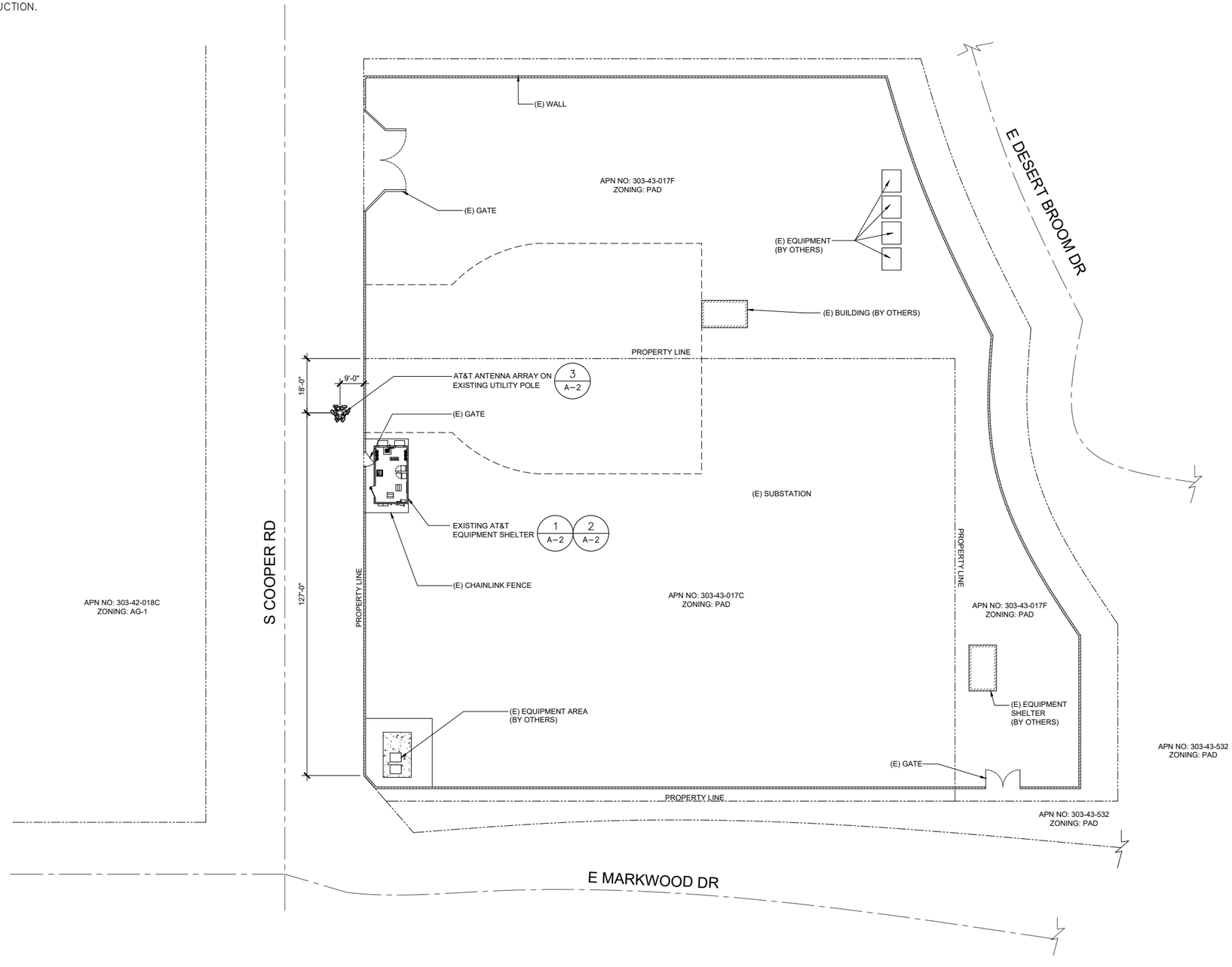
SHEET TITLE:
TITLE SHEET

SHEET NUMBER:	REV.:
T-1	3

OWNERSHIP OF DOCUMENTS: THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS IN INSTRUMENT OF PROFESSIONAL SERVICE, ARE THE PROPERTY OF SMARTLINK GROUP AND ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR OTHER PROJECTS WITHOUT THE WRITTEN AUTHORIZATION OF SMARTLINK GROUP. IT IS UNLAWFUL FOR ANY PERSON TO AMEND ANY ASPECT OF THESE DRAWINGS UNLESS THEY HAVE THE APPROVAL OF THE LICENSED PROFESSIONAL IN WRITING.

Docusign Envelope ID: F64B608A-5F54-404D-BFA9-ACD79CEC336F

NOTE:
THESE DRAWINGS WERE PRODUCED WITHOUT THE BENEFIT OF A CURRENT LAND SURVEY. ALL PROPERTY LINES, EASEMENTS, SETBACKS AND EXISTING CONDITIONS ARE APPROXIMATE AND SHALL BE VERIFIED PRIOR TO START OF CONSTRUCTION.



SITE PLAN

22"x34" SCALE: 1" = 20'-0"
11"x17" SCALE: 1" = 40'-0"
20' 10' 0" 20'

1

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Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

AT&T
1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

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smartlink
8767 E. VIA DE VENTURA
SUITE 200
SCOTTSDALE, AZ 85258

TELCYTE
INFRASTRUCTURE SERVICES
3450 N HIGLEY RD - SUITE 102,
MESA, AZ 85215

Registered Professional Engineer (Not Valid Unless Signed)
CERTIFICATE NO.
44749
TIM ALEXANDER
9 AUG 2022
STATE OF ARIZONA - U.S.A.
EXPIRES, 30 JUN 2024

REV.	DATE	REVISION DESCRIPTION
3	08-09-2022	ISSUED FOR SUBMITTAL
2	07-29-2022	ISSUED FOR SUBMITTAL
1	07-13-2022	RFDS UPDATE
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PROJECT INFORMATION:
P707 AZPHU0707 AZL00707
COOPER & QUEEN CREEK
3483 SOUTH COOPER ROAD
CHANDLER, AZ 85249
MARICOPA COUNTY

DRAWN BY:	CHECKED BY:
HI	MEW

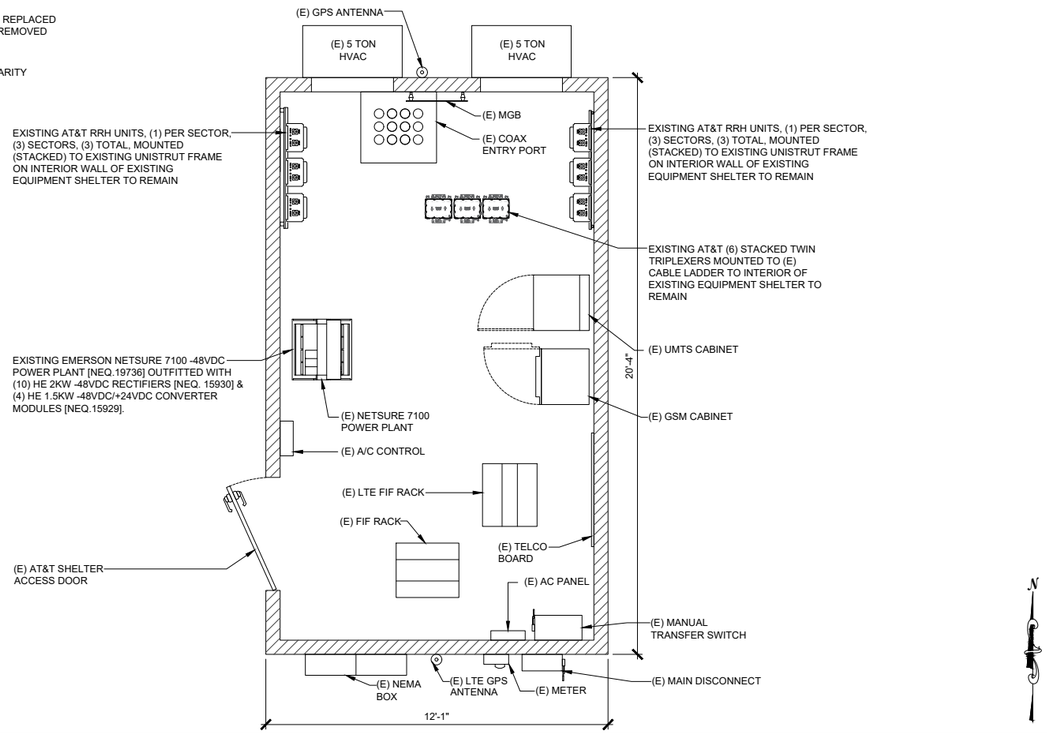
SHEET TITLE:
SITE
PLAN

SHEET NUMBER: A-1
REV.: 3

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CABLE COUNT:
-(12) EXISTING 7/8" COAX CABLES TO BE REPLACED
-(6) EXISTING 7/8" COAX CABLES TO BE REMOVED
-(1) EXISTING RET CABLE

NOTE:
- CABLE LADDER NOT SHOWN FOR CLARITY

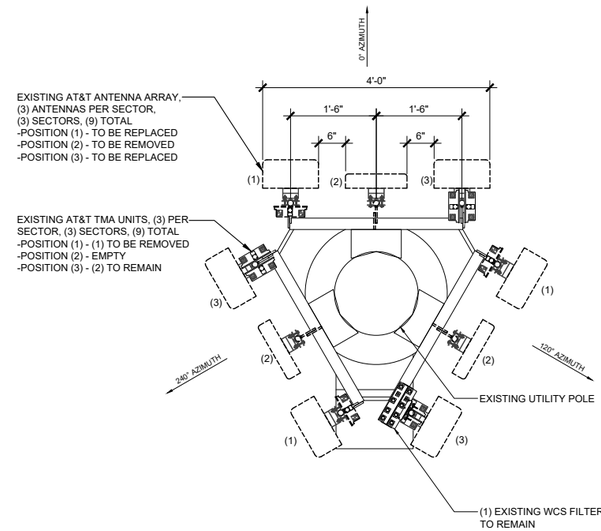


EQUIPMENT PLAN - EXISTING

22"x34" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0"
2' 1' 0" 2'

1

NOTE:
- DIMENSIONS ARE SAME FOR ALL SECTORS

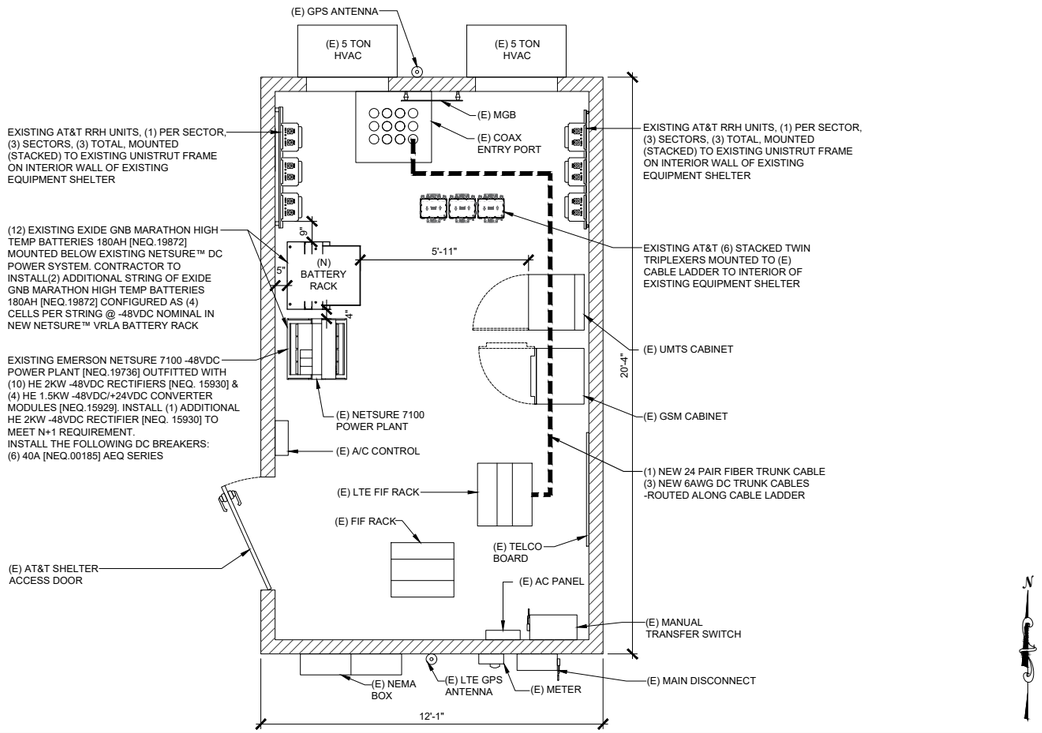


ANTENNA LAYOUT - EXISTING

22"x34" SCALE: 3/4" = 1'-0"
11"x17" SCALE: 3/8" = 1'-0"
1' 6" 0" 1'

3

CABLE COUNT:
-(12) NEW 7/8" COAX CABLES
-(1) EXISTING RET CABLE
-(1) NEW 24 PAIR FIBER TRUNK CABLE
-(3) NEW 6AWG DC TRUNK CABLES

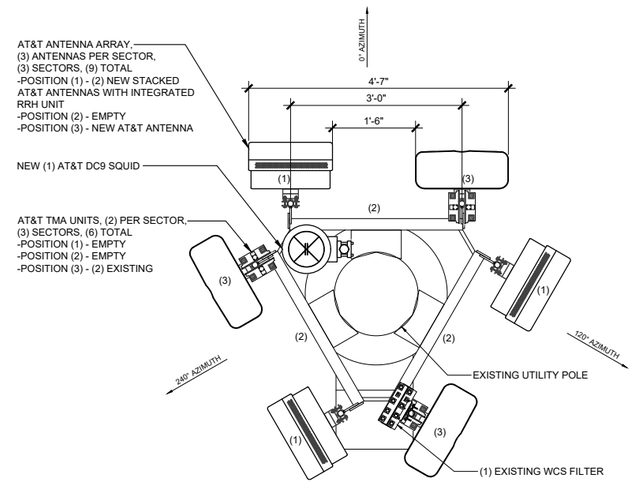


EQUIPMENT PLAN - NEW

22"x34" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0"
2' 1' 0" 2'

2

NOTE:
- DIMENSIONS ARE SAME FOR ALL SECTORS



ANTENNA LAYOUT - NEW

22"x34" SCALE: 3/4" = 1'-0"
11"x17" SCALE: 3/8" = 1'-0"
1' 6" 0" 1'

4

AT&T
1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

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SCOTTSDALE, AZ 85258

TELCYTE
INFRASTRUCTURE SERVICES
3450 N HIGLEY RD - SUITE 102,
MESA, AZ 85215

Registered Professional Engineer (Retired)
CERTIFICATE NO.
44749
TIM ALEXANDER
9 AUG 2022
ARIZONA, U.S.A.
EXPIRES, 30 JUN 2024

REV.	DATE	REVISION DESCRIPTION
3	08-09-2022	ISSUED FOR SUBMITTAL
2	07-29-2022	ISSUED FOR SUBMITTAL
1	07-13-2022	RFDS UPDATE
0	04-29-2021	PCD ISSUED FOR REVIEW

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS AND SPEC'S, UNLESS SPECIFICALLY STATED OTHERWISE, THE MANUFACTURES EQUIPMENT INSTALLATION SPEC'S SHALL ALWAYS BE VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION

PROJECT INFORMATION:

P707 AZPHU0707 AZL00707
COOPER & QUEEN CREEK
3483 SOUTH COOPER ROAD
CHANDLER, AZ 85249
MARICOPA COUNTY

DRAWN BY:	CHECKED BY:
HI	MEW

SHEET TITLE:
EQUIPMENT LAYOUT

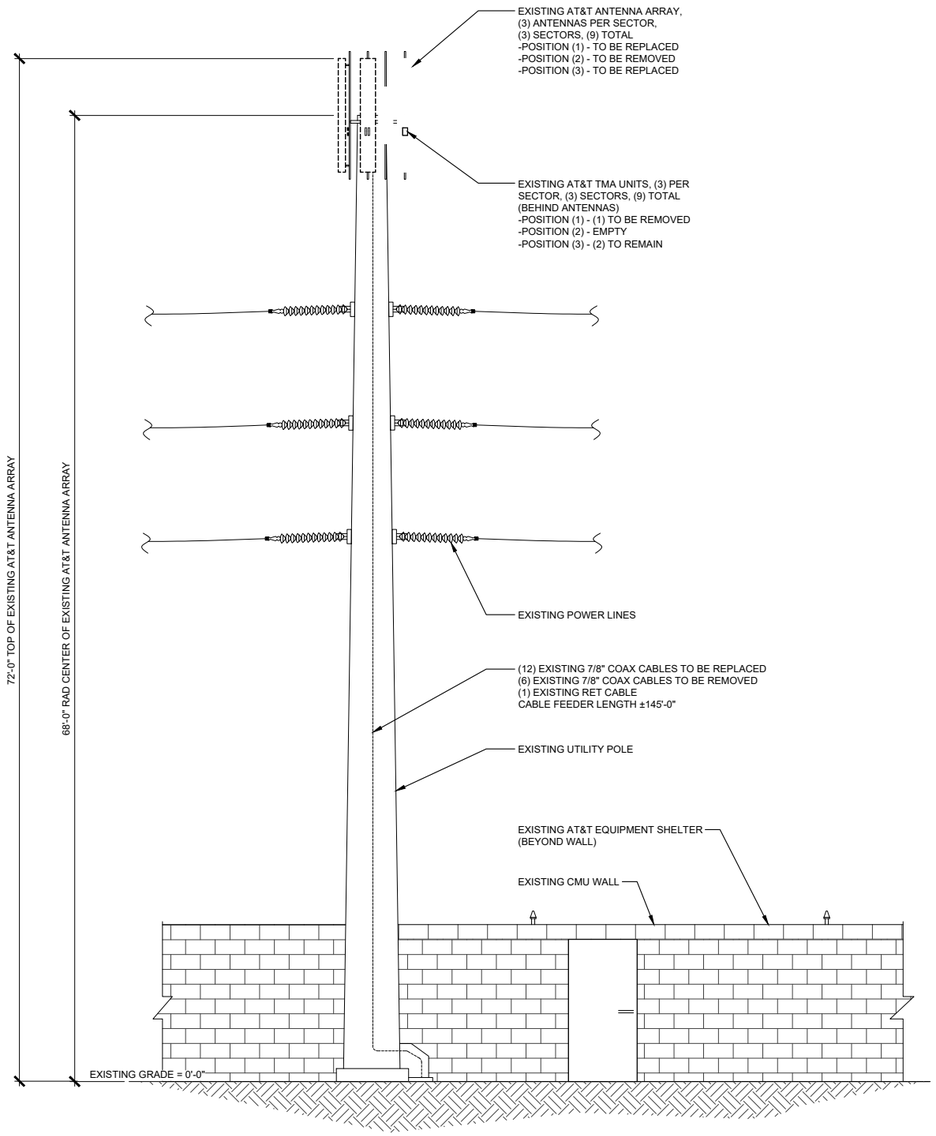
SHEET NUMBER:	REV.:
A-2	3

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-(6) EXISTING 7/8" COAX CABLES TO BE REMOVED
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NOTE:
- DIMENSIONS ARE SAME FOR ALL SECTORS



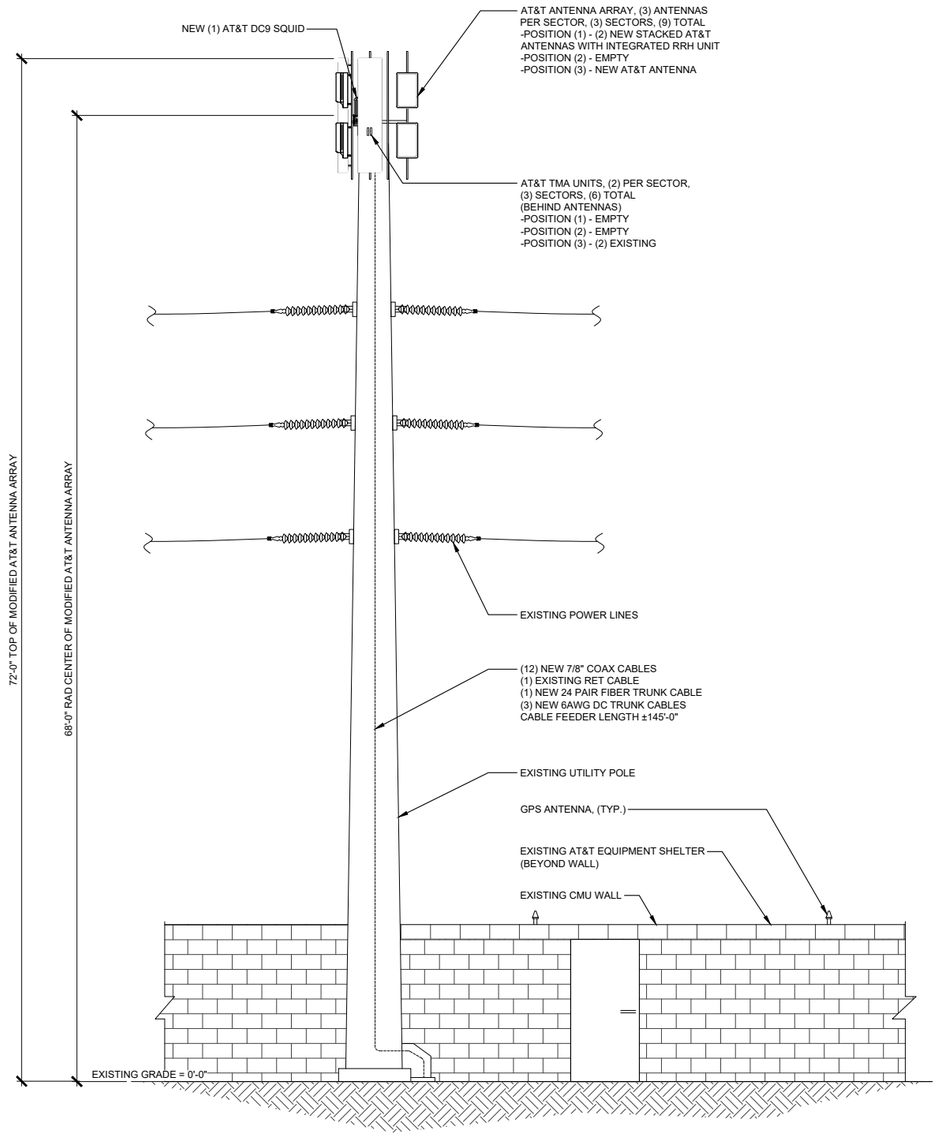
WEST ELEVATION - EXISTING

22"x34" SCALE: 3/16" = 1'-0"
11"x17" SCALE: 3/32" = 1'-0"
4' 2' 0" 4'

1

CABLE COUNT:
-(12) NEW 7/8" COAX CABLES
-(1) EXISTING RET CABLE
-(1) NEW 24 PAIR FIBER TRUNK CABLE
-(3) NEW 6AWG DC TRUNK CABLES

NOTE:
- DIMENSIONS ARE SAME FOR ALL SECTORS



WEST ELEVATION - NEW

22"x34" SCALE: 3/16" = 1'-0"
11"x17" SCALE: 3/32" = 1'-0"
4' 2' 0" 4'

2

AT&T
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MESA, AZ 85201-5419

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P707 AZPHU0707 AZL00707
COOPER & QUEEN CREEK
3483 SOUTH COOPER ROAD
CHANDLER, AZ 85249
MARICOPA COUNTY

DRAWN BY:	CHECKED BY:
HI	MEW

SHEET TITLE:

ELEVATIONS
EXISTING & NEW

SHEET NUMBER:	REV.:
A-3	3

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AC POWER PANEL No. 1 **(Existing)**
120/240 VOLTS, 1-PHASE, 3-WIRE, 225A

MAIN BREAKER RATING (A): 200 — SYSTEM VOLTAGE (V): 240

DESCRIPTION	VA	c/nc	BKR	POSN	L1	L2	POSN	BKR	c/nc	VA	DESCRIPTION
RECTIFIER # 7 & 8	2000	c	30/2	1	2360		2	20	nc	360	LIGHTING
	2000	c		3		2180	4	20	nc	180	RECPTS
RECTIFIER # 9 & 10	2000	c	30/2	5	2180		6	20	nc	180	RECPTS
	2000	c		7		2180	8	20	nc	180	RECPTS
FUTURE RECTIFIER			30/2	9	180		10	20	nc	180	RECPTS
				11		5	12	20	nc	5	SMOKE DETECTOR
RECTIFIER # 1 & 2	2000	c	30/2	13	5636		14	60/2	c	3636	HVAC # 1
	2000	c		15		5636	16		c	3636	
RECTIFIER # 3 & 4	2000	c	30/2	17	5636		18	60/2	nc	3636	HVAC # 2
	2000	c		19		5636	20		nc	3636	
RECTIFIER # 5 & 6	2000	c	30/2	21	2000		22				
	2000	c		23		2000	24				
SPARE / OFF			30/2	25	0		26				
				27		0	28				
SPARE / OFF			30/2	29	0		30				
				31		0	32				
				33	0		34				
				35		0	36				
				37	0		38				
				39		0	40				
				41	0		42				
PHASE TOTALS (VA):					**17992**	**17637**					
CURRENT PER PHASE (A):					178	175	Amperes/phase cannot exceed main breaker rating				
PANEL TOTAL (VA):					35629		Legend: c = continuous, nc = non-continuous				

PANEL CAPACITY (kVA): 48.0 CONNECTED LOAD (kVA): 35.6
PANEL LOADING (100% non-cont. load) (kVA): 8.4
PANEL LOADING (125% continuous load) (kVA): 34.1
PANEL LOADING (TOTAL) (kVA): 42.4
SPARE CAPACITY (kVA): 5.6

'OTHER' LISTED ABOVE CONTAIN INSTRUCTIONS TO FILL OUT PANEL SCHEDULE SPREADSHEET. THEY ARE FOR NOT SUBJECT TO PERMIT REVIEW

EXISTING A/C PANEL — NOT TO SCALE — 1

AC POWER PANEL No. 1 **(Existing)**
120/240 VOLTS, 1-PHASE, 3-WIRE, 225A

MAIN BREAKER RATING (A): 200 — SYSTEM VOLTAGE (V): 240

DESCRIPTION	VA	c/nc	BKR	POSN	L1	L2	POSN	BKR	c/nc	VA	DESCRIPTION
RECTIFIER # 7 & 8	2000	nc	30/2	1	2360		2	20	nc	360	LIGHTING
	2000	nc		3		2180	4	20	nc	180	RECPTS
RECTIFIER # 9 & 10	2000	nc	30/2	5	2180		6	20	nc	180	RECPTS
	2000	nc		7		2180	8	20	nc	180	RECPTS
RECTIFIER # 11*	**1000**	nc	30/2	9	1180		10	20	nc	180	RECPTS
	1000	nc		11		1005	12	20	nc	5	SMOKE DETECTOR
RECTIFIER # 1 & 2	2000	nc	30/2	13	5636		14	60/2	c	3636	HVAC # 1
	2000	nc		15		5636	16		c	3636	
RECTIFIER # 3 & 4	2000	nc	30/2	17	5636		18	60/2	nc	3636	HVAC # 2
	2000	nc		19		5636	20		nc	3636	
RECTIFIER # 5 & 6	2000	nc	30/2	21	2000		22				
	2000	nc		23		2000	24				
SPARE / OFF			30/2	25	0		26				
				27		0	28				
SPARE / OFF			30/2	29	0		30				
				31		0	32				
				33	0		34				
				35		0	36				
				37	0		38				
				39		0	40				
				41	0		42				
PHASE TOTALS (VA):					**18992**	**18637**					
CURRENT PER PHASE (A):					166	163	Amperes/phase cannot exceed main breaker rating				
PANEL TOTAL (VA):					37629		Legend: c = continuous, nc = non-continuous				

PANEL CAPACITY (kVA): 48.0 CONNECTED LOAD (kVA): 37.6
PANEL LOADING (100% non-cont. load) (kVA): 30.4
PANEL LOADING (125% continuous load) (kVA): 9.1
PANEL LOADING (TOTAL) (kVA): 39.4
SPARE CAPACITY (kVA): 8.6

NOTES:
1. INSTALL (1) ADDITIONAL HE 2KW -48VDC RECTIFIERS [NEQ. 15930] FOR A TOTAL OF (11) ENERGIZED RECIFIERS.
2. AFFECTED CIRCUITS ARE DEPICTED IN BOLD AND ARE MARKED WITH AN ASTERISK*
3. PROVIDE NEW TYPE WRITTEN PANEL SCHEDULE TO CORRESPOND WITH ABOVE.

'OTHER' LISTED ABOVE CONTAIN INSTRUCTIONS TO FILL OUT PANEL SCHEDULE SPREADSHEET. THEY ARE FOR NOT SUBJECT TO PERMIT REVIEW

MODIFIED EXISTING A/C PANEL — NOT TO SCALE — 2

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TELCYTE INFRASTRUCTURE SERVICES
3450 N HIGLEY RD - SUITE 102,
MESA, AZ 85215

Registered Professional Engineer (Electrical) CERTIFICATE NO. 44749 TIM ALEXANDER 9 AUG 2022 STATE OF ARIZONA U.S.A.
EXPIRES, 30 JUN 2024

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PROJECT INFORMATION:
P707 AZPHU0707 AZL00707
COOPER & QUEEN CREEK
3483 SOUTH COOPER ROAD
CHANDLER, AZ 85249
MARICOPA COUNTY

DRAWN BY: HI
CHECKED BY: MEW

SHEET TITLE:
ELECTRICAL PANELS

SHEET NUMBER: E-1
REV.: 3

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SHELF 3 VOLTAGE: +24VDC & -48VDC																										
BRKR (A)																										
DESCRIPTION																										
VOLTAGE	+24VDC (500A MAX)																			-48VDC						
POSITION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
SHELF 2 VOLTAGE: -48VDC																										
BRKR (A)																					**40**	**40**	**40**	**40**	**40**	**40**
DESCRIPTION																					**AEQ SERIES**	**AEQ SERIES**	**AEQ SERIES**	**AEQ SERIES**	**AEQ SERIES**	**AEQ SERIES**
VOLTAGE	-48VDC																									
POSITION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
SHELF 1 (LOWER) VOLTAGE: -48VDC																										
BRKR (A)																										
DESCRIPTION																										
VOLTAGE	-48VDC																									
POSITION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26

DC PANEL SCHEDULE EMERSON NETSURE™ 7100 BREAKER SCHEDULE

NOT TO SCALE | 1

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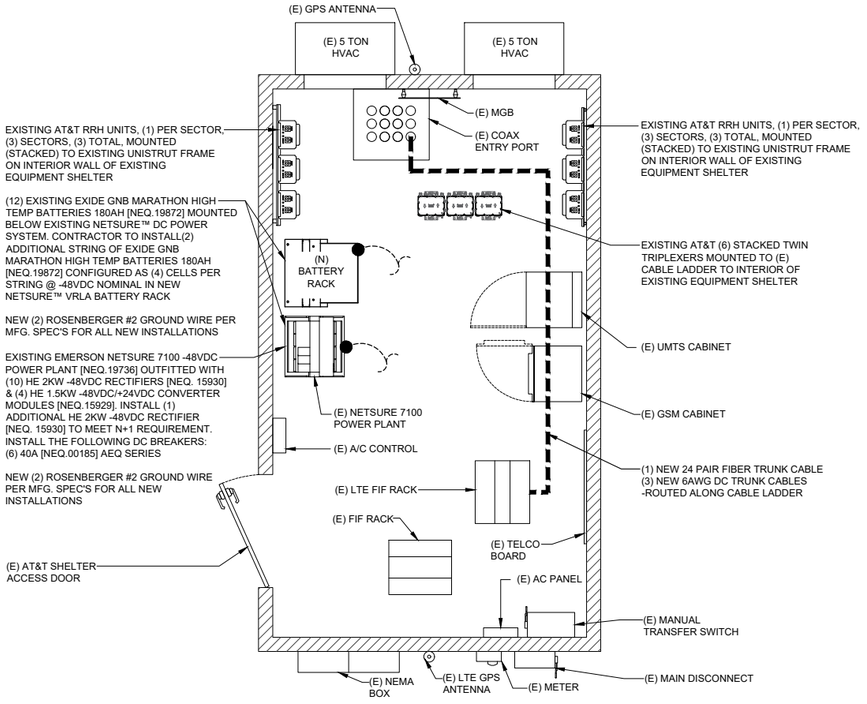
PROJECT INFORMATION:
P707 AZPHU0707 AZL00707
COOPER & QUEEN CREEK
3483 SOUTH COOPER ROAD
CHANDLER, AZ 85249
MARICOPA COUNTY

DRAWN BY: HI
CHECKED BY: MEW

SHEET TITLE:
DC PANEL SCHEDULE

SHEET NUMBER: E-2
REV.: 3

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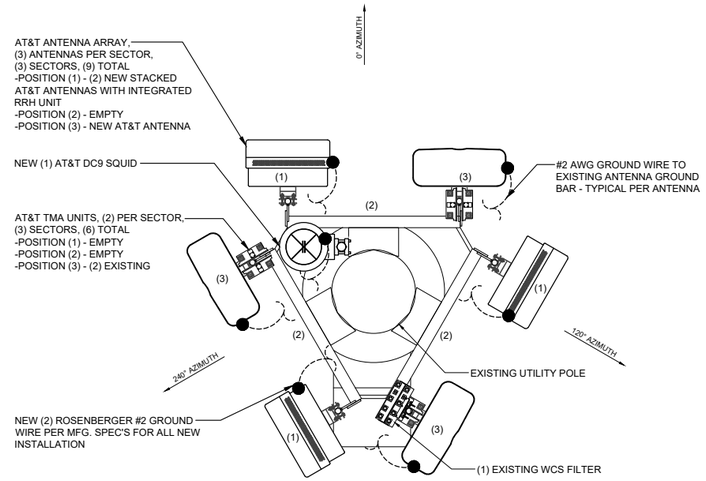
LEGEND	
■	EXOTHERMIC CONNECTION
●	MECHANICAL CONNECTION
▭	ANTENNA GROUND BAR
MGB	MASTER GROUND BAR

NOTE:
- ALL NEW EQUIPMENT MUST BE GROUNDED TO GROUND RING OR HALO PER AT&T SPECIFICATIONS
- CONTRACTOR TO REPLACE ALL MISSING GROUND BARS AND GROUNDING CONNECTIONS AS REQUIRED.

EQUIPMENT GROUNDING PLAN - NEW

22"x34" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0"
2' 1' 0" 2'

1



LEGEND	
■	EXOTHERMIC CONNECTION
●	MECHANICAL CONNECTION
▭	ANTENNA GROUND BAR
MGB	MASTER GROUND BAR

NOTE:
- ALL NEW EQUIPMENT MUST BE GROUNDED TO GROUND RING OR HALO PER AT&T SPECIFICATIONS
- CONTRACTOR TO REPLACE ALL MISSING GROUND BARS AND GROUNDING CONNECTIONS AS REQUIRED.

ANTENNA GROUNDING PLAN - NEW

22"x34" SCALE: 3/4" = 1'-0"
11"x17" SCALE: 3/8" = 1'-0"
1' 6" 0" 1'

2

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COOPER & QUEEN CREEK
3483 SOUTH COOPER ROAD
CHANDLER, AZ 85249
MARICOPA COUNTY

DRAWN BY:	CHECKED BY:
HI	MEW

SHEET TITLE:

GROUNDING PLANS

SHEET NUMBER:	REV.:
E-3	3

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EXHIBIT “B”
USE AREA OR LEGAL DESCRIPTION
(If not already included

Docusign Envelope ID: F64B608A-5F54-404D-BFA9-ACD79CEC336F

EXHIBIT "C"
CHANDLER DEPARTMENT APPROVAL FORM FOR WIRELESS COMMUNICATION FACITLITES ON PUBLIC PROPERTY

Wireless Company _____
Company Contact _____
Location of Site _____

Attach specifications of facilities and their location to this form.

I. ***Department Where Site is to be Located***
□ I hereby agree that to the best of our Department's knowledge with the information provided by the Company, that the wireless infrastructure proposed by the above Company at the noted location is acceptable to be located at our Department's facility/location.
□ I deny our Department's approval for location at this site. Reason:

_____
_____
_____
_____
_____
_____
_____

_____ _____
Department Authorized Representative Signature and Title *Date*

II. ***Development Services Department***
□ I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above Company at the noted location meets the City Code zoning requirements for wireless facilities. I have also informed the Company of the procedures to obtain zoning permit approval.
□ I deny our Department's approval for location at this site. Reason:

_____
_____
_____
_____
_____
_____
_____

_____ _____
Planning/Zoning Authorized Representative Signature and Title *Date*

_____ _____
Real Estate Coordinator Authorized Representative Signature and Title *Date*

CHANDLER DEPARTMENT CLEARANCE FOR WIRELESS COMMUNICATION FACILITIES –page 2

III. *Public Safety Departments*

Information provided by the Company indicates that all wireless communications equipment it will operate within the City is in compliance with the FCC's radio frequency emission regulations and will not interfere with the City's emergency communication Wireless Facilities. If an interference or frequency study was deemed to be necessary in the City's opinion, then it has been performed. If at some time it is determined that there is interference resulting from any such equipment, then the Company knows its use agreement will require it to remedy such interference, and that such interference could be deemed a material breach by the party causing the interference.

Police Department:

□ I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above Company at the noted location will not pose an interference issue for the Department's emergency communication Wireless Facilities.

□ I deny our Department's approval for location at this site. Reason:

_____
_____
_____
_____
_____
_____
_____

_____ _____
Police Department Authorized Representative Signature and Title *Date*

Fire Department:

□ I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above Company at the noted location will not pose an interference issue for the Department's emergency communication Wireless Facilities.

□ I deny our Department's approval for location at this site. Reason:

_____
_____
_____
_____
_____
_____
_____

_____ _____
Fire Department Authorized Representative Signature and Title *Date*

Current as of June 2022

INSTRUCTIONS: DEPARTMENT APPROVAL FORM FOR WIRELESS COMMUNICATION FACILITIES LOCATED ON CITY-OWNED REAL PROPERTY OR IN RIGHT-OF-WAY

Section I. ***Department Where Site is to be Located:*** Requires signature of director or director's designee of the Department whose manages the facility or public land/right-of-way where the wireless facility/structure will be located. If the wireless facilities will be in the following areas, the corresponding signature is required.

City Property	**Department Contact**
Community Services/Parks	Mickey Ohland, Park Development and Operation Manager 480-782-2743, mickey.ohland@chandleraz.gov 175 S. Arizona Ave., 4th Floor
Fire Station	Keith Hargis, Assistant Fire Chief 480-782-2161, keith.hargis@chandleraz.gov 151 E. Boston St.
Water/Wastewater Treatment Facility	John Knudson, Public Works Director 480-782-3590, john.knudson@chandleraz.gov 1475 E Pecos Rd.
Public Right-of-Way	Dennis Aust, Telecommunications & Public Utility Service Manager 480-782-3315, dennis.aust@chandleraz.gov 215 E. Buffalo St.
Police Department	Zachary Cummard, Police Commander 480-782-4153, zachary.cummard@chandleraz.gov 250 E Chicago St.

The Company and the Department must agree to the location on the property where the facilities will not disrupt City operations. This may require an on-site tour to determine an acceptable location. Some general discussions of aesthetics/screening should also take place, as well as if there are any benefits the Department might receive such as collocation opportunities. Once a site has been agreed upon, then proceed to get signature for Section II. Fees for use for that site will be determined through the Use Agreement process once all signatures for the "Chandler Department Approvals for Wireless Communication Facilities" form have been received and submitted to the City at **Development Services Dept., 215 E. Buffalo St., Chandler, AZ 85225, (480) 782-3315.**

Section II. Development Services: Company should be familiar with Chandler City Code Chapter 35, XXII, Section 35-2209 regarding requirements for Wireless Communications Facilities and show that their plans are in accordance with City Code.
Planning/Zoning Contact: Development Services Department, 215 E. Buffalo St., One-Stop Shop Front Counter, 480-782-3000 or Susan Fiala, City Planner, Planning Division, (480) 782-3067, Susan.Fiala@chandleraz.gov

Real Estate Contact: Erich Kuntze, Real Estate Coordinator, (480) 782-3397, erich.kuntze@chandleraz.gov

Section III. ***Police/Fire Departments:*** Company's technical staff should confer with the City's public safety communication staff to assure that all wireless communications equipment it will operate within the City is in compliance with the FCC's radio frequency emission regulations and that the frequencies used will not interfere with the City's emergency communication Wireless Facilities for either the Police or Fire Departments. There will be more detail language for the Company to agree regarding interference issues when applying for the Public Property Use Agreement.

Contact (both Fire & Police Clearance is Required):

Fire Department
Fire Department Assistant Chief
Keith Hargis, keith.hargis@chandleraz.gov
151 E. Boston St., 480-782-2161

Police Department, Communications Division
Police Commander
Zachary Cummard, zachary.cummard@chandleraz.gov
250 E. Boston St., 480-782-4153

Docusign Envelope ID: F64B608A-5F54-404D-BFA9-ACD79CEC336F

EXHIBIT "D"
STANDARDS FOR LETTERS OF CREDIT

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to this Agreement, the Letter of Credit shall meet and be governed by the following additional standards and requirements:

1. Letter of Credit Requirements. The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

1.1 The Letter of Credit is clean, unconditional, irrevocable, independent, and standby.

1.2 The Letter of Credit is payable to City upon presentation of City's draft.

1.3 City may make partial draws upon the Letter of Credit.

1.4 The Letter of Credit is for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.

1.5 Within ten (10) days after City's draft on the Letter of Credit is honored, City must make the original of the Letter of Credit available to the issuer in Maricopa County, Arizona upon which the issuer may endorse its payments.

1.6 The issuer specifies a telefax number, email address, and street address at which City may present drafts on the Letter of Credit.

1.7 The Letter of Credit is valid until a specified date.

1.8 The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least 30 days prior to expiration the issuer notifies City in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.

1.9 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce including, but not limited to, International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590; ISP98 Model Government Standby (U.S.) Form 11.1 and annexes (2017)).

1.10 The Letter of Credit need not be transferable.

2. Approved Forms. The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

2.1 Except as approved in writing by City's Development Services Department, the form of the Letter of Credit shall be in the form set out below.

2.2 Except as approved in writing by City's Development Services Department, the form of drafts upon the Letter of Credit shall be in the form set out below.

3. Issuer Requirements. The issuer of the Letter of Credit shall meet all of the following requirements:

3.1 The issuer shall be a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented.

3.2 The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust Company satisfactory to City.

3.3 The issuer shall have a net worth of not less than $1 billion.

Docusign Envelope ID: F64B608A-5F54-404D-BFA9-ACD79CEC336F

FORM OF LETTER OF CREDIT
(ISP98 Model Government Standby (U.S.) Form 11.1)

Date_____, 20__

Letter of Credit No.:_____

Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Dear Sir or Madam:

Issuance. At the request and for the account of [*name and address of applicant*] ("Applicant"), we [*name and address of issuer at place of issuance*] ("Issuer") issue the irrevocable independent standby letter of credit number [*reference number*] ("Standby") in favor of [*name and address of beneficiary*] ("Beneficiary") in the maximum aggregate amount of USD [*amount*].

Undertaking. Issuer undertakes to Beneficiary to pay Beneficiary's demand for payment for an amount available under the Standby and in the form of Annex A (Payment Demand) [or *Annex B (Payment Demand after Notice of Non-Extension)*] completed as indicated and presented to Issuer at the following place for presentation: in Maricopa County, Arizona at or before the close of business on the expiration date.

Overdrawing. If a demand exceeds the amount available, but the presentation otherwise complies, Issuer undertakes to pay the amount available.

Expiration. The expiration date of this Standby is valid until_____20___.

Automatic Extension. The expiration date of this Standby shall be automatically extended for successive one-year periods, unless [30] or more calendar days before the then current expiration date Issuer gives written notice to Beneficiary that Issuer elects not to extend the expiration date. Issuer's written notice must be sent by *registered, certified, or priority express mail or nationally recognized overnight courier* to Beneficiary's above-stated address [*and to the attention of [office, officer, or other attention party] or, alternatively, be received by Beneficiary's attention party*] [30] or more calendar days before the then current expiration date.

Payment. Payment against a complying presentation shall be made within three business days after presentation at the place for presentation or by wire transfer to a duly requested account of Beneficiary.

ISP98. This Standby is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590). This Letter of Credit is not assignable.

Issuer's Charges and Fees. Issuer's charges and fees for issuing, amending, or honoring this Standby are for Applicant's account and shall not be deducted from any payment Issuer makes under this Standby. [*Issuer undertakes to Beneficiary to pay the charges and fees of any bank nominated in this Standby to advise [and confirm] this Standby for acting on such nomination.*]

[*Communications. Communications other than demands may be made to Issuer in the manner and at the place for presentation and also as follows:* ***[address for mailed, couriered, telephone, telefax, or electronic communications].*** *Communications other than for notices of non-extension may be made to Beneficiary at Beneficiary's above-stated address and also as follows:* ***addresses for mailed, couriered, telephone, telefax, or electronic communications]****.]*

[*Issuer's name*]
[*signature*]

_____
Authorized Signature

_____[bank name]_____, a _____
By_____[bank officer's signature] _____
_____[bank officer's name printed] _____
Its_____[bank officer's title] _____
Phone:____[bank officer's phone number] _____

Docusign Envelope ID: F64B608A-5F54-404D-BFA9-ACD79CEC336F

ANNEX A: PAYMENT DEMAND
(ISP98 Model Government Standby (U.S.) Form 11.1

To: [*Issuer name and address*]

From: Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Date: _____, 20_____

Re: Standby Letter of Credit No. [*reference number*], dated [*date*], issued by [*issuers name*] ("Standby").

Ladies and Gentlemen:

The undersigned beneficiary demands payment of USD [*insert amount*] under the Standby. Beneficiary states that Applicant is obligated to pay to Beneficiary the amount demanded as provided in [*the contract, regulation, or other document that identifies the underlying obligations to the government beneficiary*]. Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [*Insert name, address, and routing number of beneficiary's bank, and name and number of beneficiary's account*].

[*Beneficiary's name and address*]
By its authorized officer:
[*Insert original signature*]
[*Insert typed/printed name and title*]

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Development Services Director of the City of Chandler.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at (480) 782-3410 so that I can correct it. Also, please immediately notify the City Attorney at (480) 782-4656.

Thank you.

_____
City of Chandler, Development Services Director

Docusign Envelope ID: F64B608A-5F54-404D-BFA9-ACD79CEC336F

EXHIBIT "E"
ASSUMPTION OF WIRELESS USE AGREEMENT

Regarding _____

This assumption is made pursuant to paragraph 12.1.5 of that certain Wireless Use Agreement (the "Agreement") between City of Chandler, an Arizona municipal corporation ("CITY") and_____, a _____("Company") dated_____, 20____.

_____, a_____("Assignee"), having acquired the rights of the Company under the Agreement, hereby assumes the Agreement, agrees to be bound thereby, and obligates itself to perform the terms and conditions of the Agreement, all in favor of CITY. The person signing this document on behalf of Assignee warrants to CITY his authority to do so.

Dated:_____, 20_____

ASSIGNEE:_____,
a _____

By:
Its:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this_____day of_____, 20___, by _____,_____of_____, a_____.

Notary Public
My Commission Expires:

_____
Date

Docusign Envelope ID: F64B608A-5F54-404D-BFA9-ACD79CEC336F

EXHIBIT "F"
EXTENSION OF WIRELESS USE AGREEMENT

~~Regarding:~~ _____

~~This extension is made pursuant to paragraph 5.1 of that certain Wireless Use Agreement (the "Agreement") between City of Chandler, an Arizona municipal corporation ("CITY") and _____, a _____ ("Company") dated _____, 20___.~~

~~COMPANY:~~ New Cingular Wireless PCS, LLC ~~,~~
~~a~~ Delaware limited liability company

~~By:~~ DocuSigned by: Misty Snowden
~~Its:~~ Assoc. Director

~~CITY OF CHANDLER~~
~~a *municipal corporation*~~

This form is provided for example only and is not to be executed with this license. A form substantially similar should be executed upon extension of the license.

~~By:~~ _____
~~Its: Development Services Director or Designee~~

~~APRROVE AS TO FORM:~~

_____
~~City Attorney~~

Docusign Envelope ID: 0693EA66-CE34-4800-B8A3-1F2B9ABAF6CD

CHANDLER arizona

Development Services
Telecommunications & Utility Franchise

Department Approval Form for Wireless communication Facility on public Property

Wireless Company: New Cingular Wireless PCS, LLC (AT&T)
Site Designation: SRP Cooper Substation (Existing Site)
Location of Site: In right-of-way on Cooper Road south of Queen Creek Road
Attach facility location map to this form.

I. *Department Where Site is to be Located*

☒ I hereby agree that to the best of our department's knowledge with the information provided by the company, that the wireless infrastructure proposed by the above company at the noted location, is acceptable to be located at our department's facility or location.

☐ I deny our department's approval for location at this site. Reason:

NA

Dennis McCarthy — Telecommunications & Utility Franchise — January 24, 2025

Department Authorized Representative Signature and Title — *Date*

II. *Development Services Department*

☒ I hereby agree that to the best of our department's knowledge with the information provided, the wireless infrastructure proposed by the above company at the noted location meets the City Code zoning requirements for wireless facilities. I have also informed the company of the procedures to obtain zoning permit approval.

☐ I deny our department's approval for location at this site. Reason:

N/A

David De La Torre — Planning Manager — January 27, 2025

Planning/Zoning Authorized Representative Signature and Title — *Date*

Erich Luntze — Real Estate Manager — January 27, 2025

Real Estate Authorized Representative Signature and Title — *Date*

Docusign Envelope ID: 0693EA66-CE34-4800-B8A3-1F2B9ABAF6CD

III. *Public Safety Departments*

Information provided by the company indicates that all wireless communications equipment it will operate within the city is in compliance with the FCC's radio frequency emission regulations and will not interfere with the city's emergency communication system. If an interference or frequency study was deemed to be necessary in the city's opinion, then it has been performed. If at some time it is determined that there is interference resulting from any such equipment, then the company knows its use agreement will require it to remedy such interference, and that such interference could be deemed a material breach by the party causing the interference.

Police Department:

☒ I hereby agree that to the best of our department's knowledge with the information provided, the wireless infrastructure proposed by the above company at the noted location will not pose an interference issue for the department's emergency communication system.

☐ I deny our department's approval for location at this site. Reason:

n/a

Senior Technology Manager

Donny Witt — January 27, 2025

Police Department Authorized Representative Signature and Title — *Date*

Fire Department:

☒ I hereby agree that to the best of our department's knowledge with the information provided, the wireless infrastructure proposed by the above company at the noted location will not pose an interference issue for the department's emergency communication system.

☐ I deny our department's approval for location at this site. Reason:

N/A

Assistant Fire Chief

Keith Hargis — January 27, 2025

Fire Department Authorized Representative Signature and Title — *Date*

Last updated: January 2025

Docusign Envelope ID: 0693EA66-CE34-4800-B8A3-1F2B9ABAF6CD

Instructions:

Section I. *Department Where Site is to be Located*

Requires signature of department director or designee of the department that manages the facility, public land or right-of-way where the wireless facility and infrastructure is to be located. For example, if the facility is desired to be located in the following areas, the corresponding signature is required:

City Property	**Department Contact**
Community Services/Parks	Mickey Ohland, Community Services Planning Manager 480-782-2743, mickey.ohland@chandleraz.gov 175 S. Arizona Ave., 4th Floor
Fire Station	Keith Hargis, Assistant Fire Chief 480-782-2161, keith.hargis@chandleraz.gov 151 E. Boston St.
Water/Wastewater Treatment Facility	John Knudson, Public Works Director 480-782-3590, john.knudson@chandleraz.gov 1475 E Pecos Rd.
Public Right-of-Way	Dennis Aust, Telecommunications & Utility Franchise Manager 480-782-3315, dennis.aust@chandleraz.gov 215 E. Buffalo St.
Police Department	Donny Witt, Police Technology Senior Manager 480-782-4172, donny.witt@chandleraz.gov 250 E Chicago St.

The company and the city department should agree that the facilities could locate on the property under discussion without disrupting city operations. This may require an on-site tour to determine if there is an acceptable location. Some general discussions of aesthetics/screening should also take place, as well as if there are any benefits the department might receive such as co-location opportunities. Once a site license has been signed by the company, only then will city staff proceed to get signatures for Section II. Fees for use for the site are determined through the Use Agreement process.

Section II. *Development Services*

Company should be familiar with Chandler City Code Chapter 35, XXII, Section 35-2209 regarding requirements for Wireless Communications Facilities and show that their plans are in accordance with City Code.

Planning/Zoning Contact: Development Services Department, 215 E. Buffalo St., David De La Torre, Planning Manager, Planning Division, (480) 782-3059, david.delatorre@chandleraz.gov

Real Estate Contact: Erich Kuntze, Real Estate Administrator, (480) 782-3397, erich.kuntze@chandleraz.gov

Section III. *Police/Fire Departments*

Company's technical staff should confer with the city's public safety communication staff to assure that all wireless communications equipment it will operate within the city is in compliance with the FCC's radio frequency emission regulations and that the frequencies used will not interfere with the city's emergency communication systems for either the Police or Fire Departments. There is more detailed language regarding interference issues in the License Agreement.

Contact (both Fire & Police Clearance is Required):

Fire Department
Fire Department Assistant Chief
Keith Hargis, keith.hargis@chandleraz.gov
151 E. Boston St., 480-782-2161

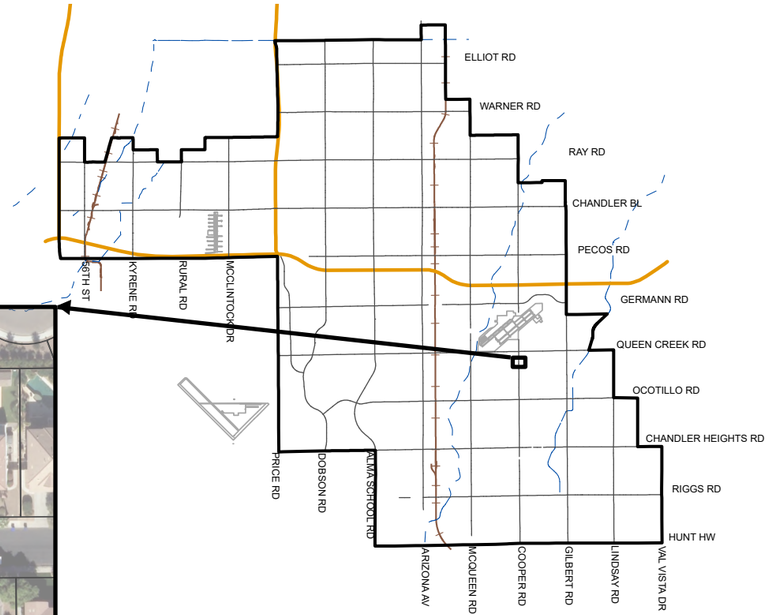
Police Department, Communications Division
Police Technology Senior Manager
Donny Witt, donny.witt@chandleraz.gov
250 E. Boston St., 480-782-4172

Docusign Envelope ID: 0693EA66-CE34-4800-B8A3-1F2B9ABAF6CD

CHANDLER arizona

COOPER SUBSTATION MACRO WIRELESS FACILITY IN RIGHT-OF-WAY





MEMO NO. DS25-009

Existing Macro Tower on SRP Transmission Pole

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Development Services\2025\Cooper Substation Macro Wireless Facility in Right-of-Way\Cooper Substation Macro Wireless Facility in Right-of-Way\Cooper Substation Macro Wireless Facility in Right-of-Way.aprx 1/24/2025 CameronK

CHANDLER arizona
Community of Innovation

City Council Memorandum Economic Development Memo No. N/A

Date: February 20, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Micah Miranda, Economic Development Director
From: Kimberly Janes, Economic Development Senior Program Manager
Subject: Agreement No. ED2-918-4422, Amendment No. 3, with 2060 Digital, LLC, for Digital Marketing Services

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Proposed Motion:

Move City Council approve Agreement No. ED2-918-4422, Amendment No. 3, with 2060 Digital, LLC, for digital marketing services, in an amount not to exceed $400,000, for the period of one year, beginning March 1, 2025, through February 28, 2026.

Background/Discussion:

Various city departments use social media and digital marketing to reach visitors, businesses, and residents. Previously, departments have contracted for these services on an ad-hoc basis with individual departmental contracts. Following an RFP process, the city entered into an agreement to provide city departments with access to a centralized contractor, on an as-needed basis, that can develop and implement digital marketing campaigns through the city's Economic Development and Communications and Public Affairs departments.

Each campaign will have its own unique scope of work, and the timing, duration, and budget for these projects will be agreed upon between the designated department contact for Economic Development or CAPA and the contractor, on an as-needed basis, contingent upon availability of budgeted funds. Examples of past projects completed with this contract include city tourism fall, holiday, spring, and summer advertising campaigns, water conservation, city events and programs, DEI special events, and the budget survey.

Evaluation:

On February 24, 2022, City Council approved an agreement with 2060 Digital, LLC, for digital marketing services, for a one-year period, with the option of up to four one-year extensions. The Contractor has agreed to extend for one additional year at the same terms, conditions, and pricing.

Attachments

Amendment

Docusign Envelope ID: A77CAB4A-13B8-4C94-9A37-28163008603D

City Clerk Document No. _____

City Council Meeting Date: February 20, 2025

AMENDMENT TO CITY OF CHANDLER AGREEMENT
DIGITAL MARKETING SERVICES
CITY OF CHANDLER AGREEMENT NO. ED2-918-4422

THIS AMENDMENT NO. 3 (Amendment No. 3) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and 2060 Digital, LLC (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2025 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for digital marketing services (Agreement); and

WHEREAS, the term of the Agreement was March 1, 2022, through February 28, 2023, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the third option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section III is amended to read as follows: The Agreement is extended for a one-year period March 1, 2025, through February 28, 2026.

3. Section IV is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No. 3 by this reference. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed $400,000.

Docusign Envelope ID: A77CAB4A-13B8-4C94-9A37-28163008603D

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 3 and the Agreement, the terms and conditions in this Amendment No. 3 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Steve Goldstein

Its: President

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-069

Date: February 20, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: License Series 12, Restaurant Liquor License Application for Andrea Dahlman Lewkowitz, Agent, IPC License Holdings, LLC, DBA Clarendale of Chandler

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Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 326326, a Series 12, Restaurant Liquor License, for Andrea Dahlman Lewkowitz, Agent, IPC License Holdings, LLC, DBA Clarendale of Chandler, located at 5900 S. Gilbert Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 308875.

Discussion:

This application for a liquor license was posted for hearing on February 20, 2025.

The Police Department reports no objections to the issuance of this license. With a Series 12, Restaurant Liquor License, the business may sell all liquors for on-premise consumption only, with a minimum of 40% of the gross receipts from the sale of food.

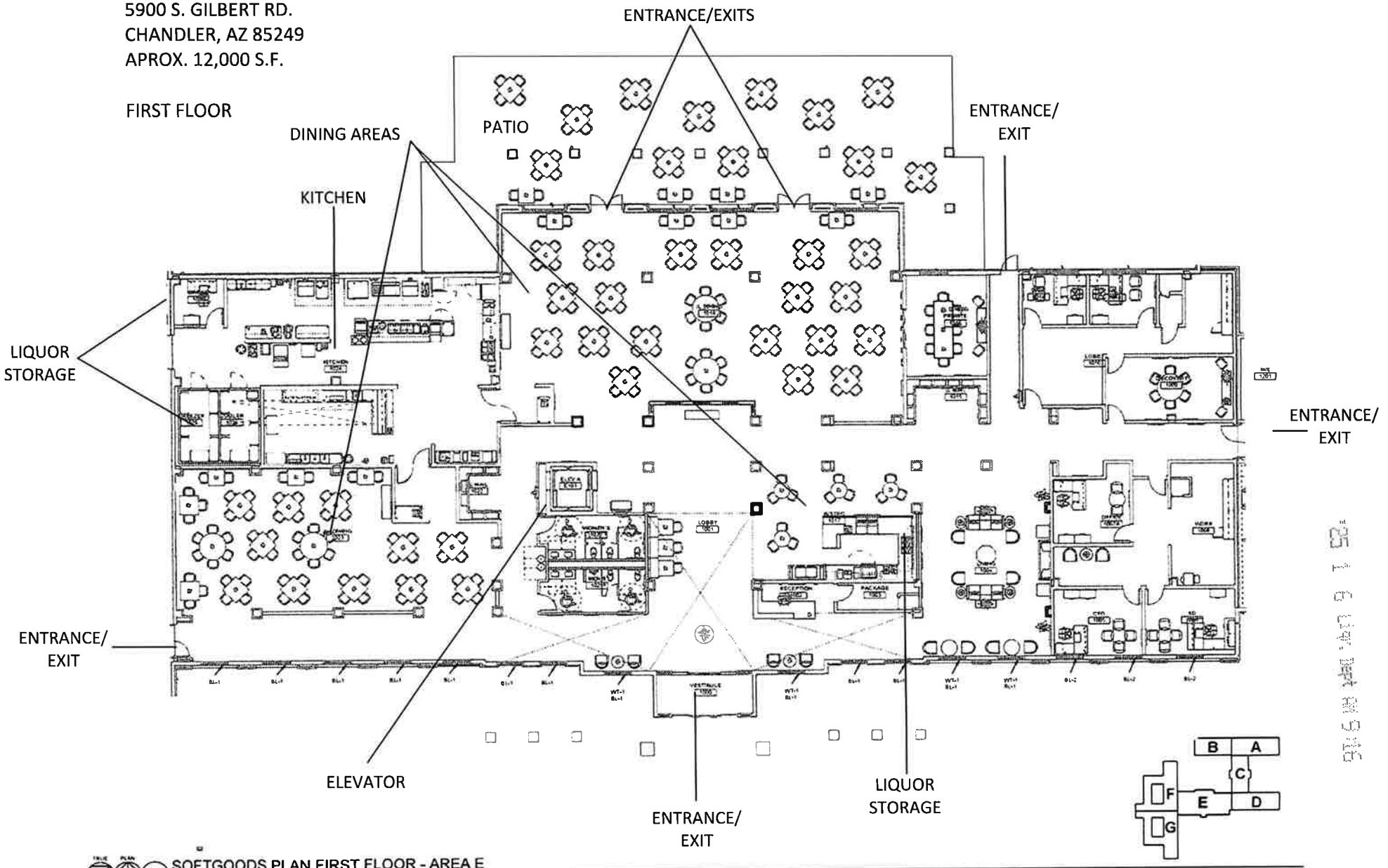
Attachments

A-Floor Plan

CLARENDALE OF CHANDLER

5900 S. GILBERT RD.
CHANDLER, AZ 85249
APROX. 12,000 S.F.

FIRST FLOOR



1 SOFTGOODS PLAN FIRST FLOOR - AREA E
SCALE 1/8" = 1'-0"

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-070

Date: February 20, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: License Series 12, Restaurant Liquor License Application for Lauren Kay Merrett, Agent, MVP Sports Bar and Grill, LLC, DBA MVP Sports Bar and Grill

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Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 328247, a Series 12, Restaurant Liquor License, for Lauren Kay Merrett, Agent, MVP Sports Bar and Grill, LLC, DBA MVP Sports Bar and Grill, located at 980 E. Pecos Road, Suite 5, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 308922.

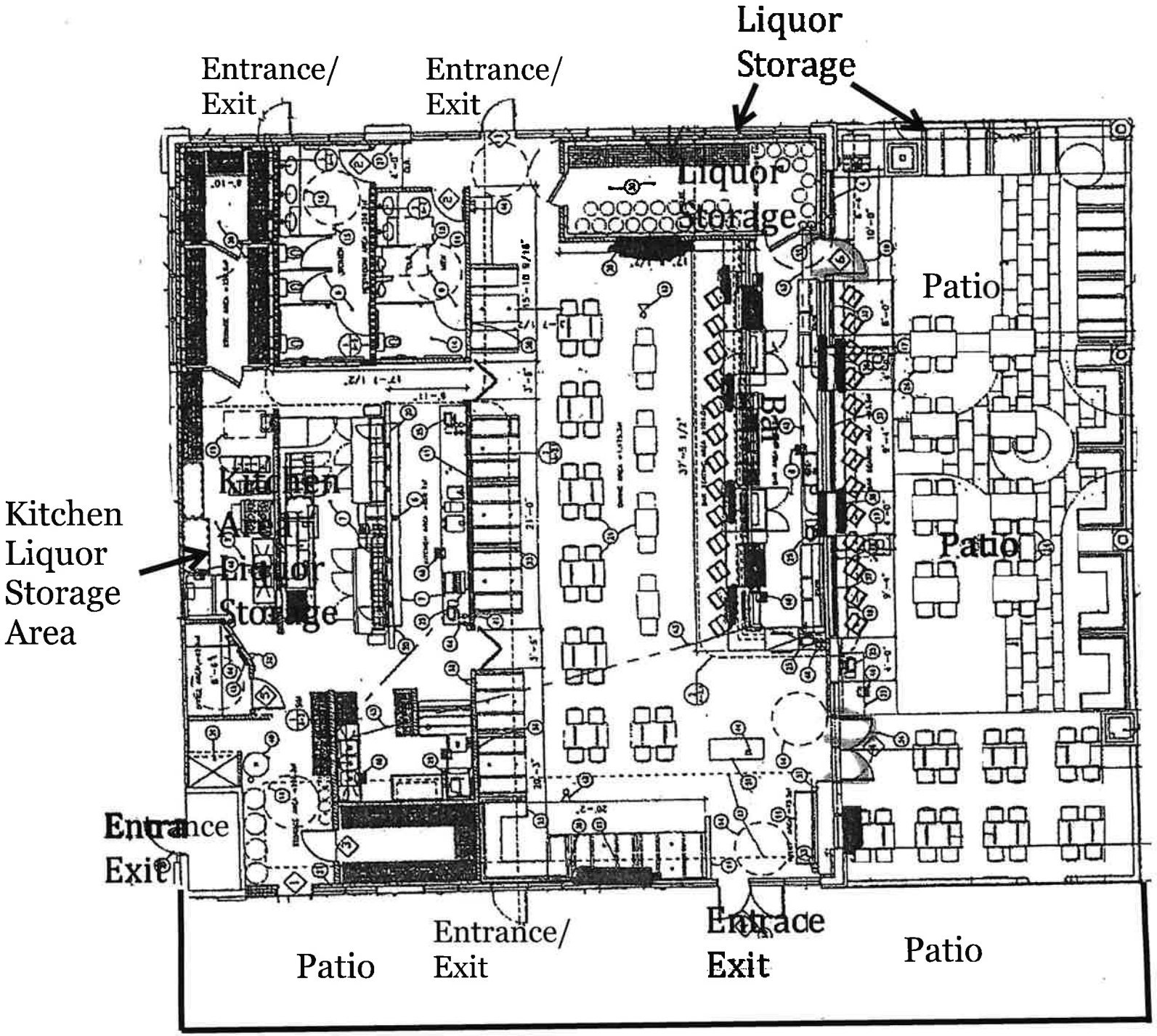
Discussion:

This application for a liquor license was posted for hearing on February 20, 2025.

The Police Department reports no objections to the issuance of this license. With a Series 12, Restaurant Liquor License, the business may sell all liquors for on-premise consumption only, with a minimum of 40% of the gross receipts from the sale of food.

Attachments

A-Floor Plan


Liquor Storage
Entrance/ Exit
Entrance/ Exit
Liquor Storage
Patio
Bar
Kitchen Liquor Storage Area
Patio
Entrance Exit
Entrance/ Exit
Entrance Exit
Patio
Patio

5950 ft.^{2}

ITEM 10

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-071

Date: February 20, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: New License Series 10, Beer and Wine Store Liquor License Application for Perry Charles Huellmantel, Agent, Quiktrip Corporation, DBA, Quiktrip #1523

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 306444, a Series 10, Beer and Wine Store Liquor License, for Perry Charles Huellmantel, Agent, Quiktrip Corporation, DBA, Quiktrip #1523, located at 2000 W. Ray Road, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 308878.

Discussion:

This application for a liquor license was posted for hearing on February 20, 2025.

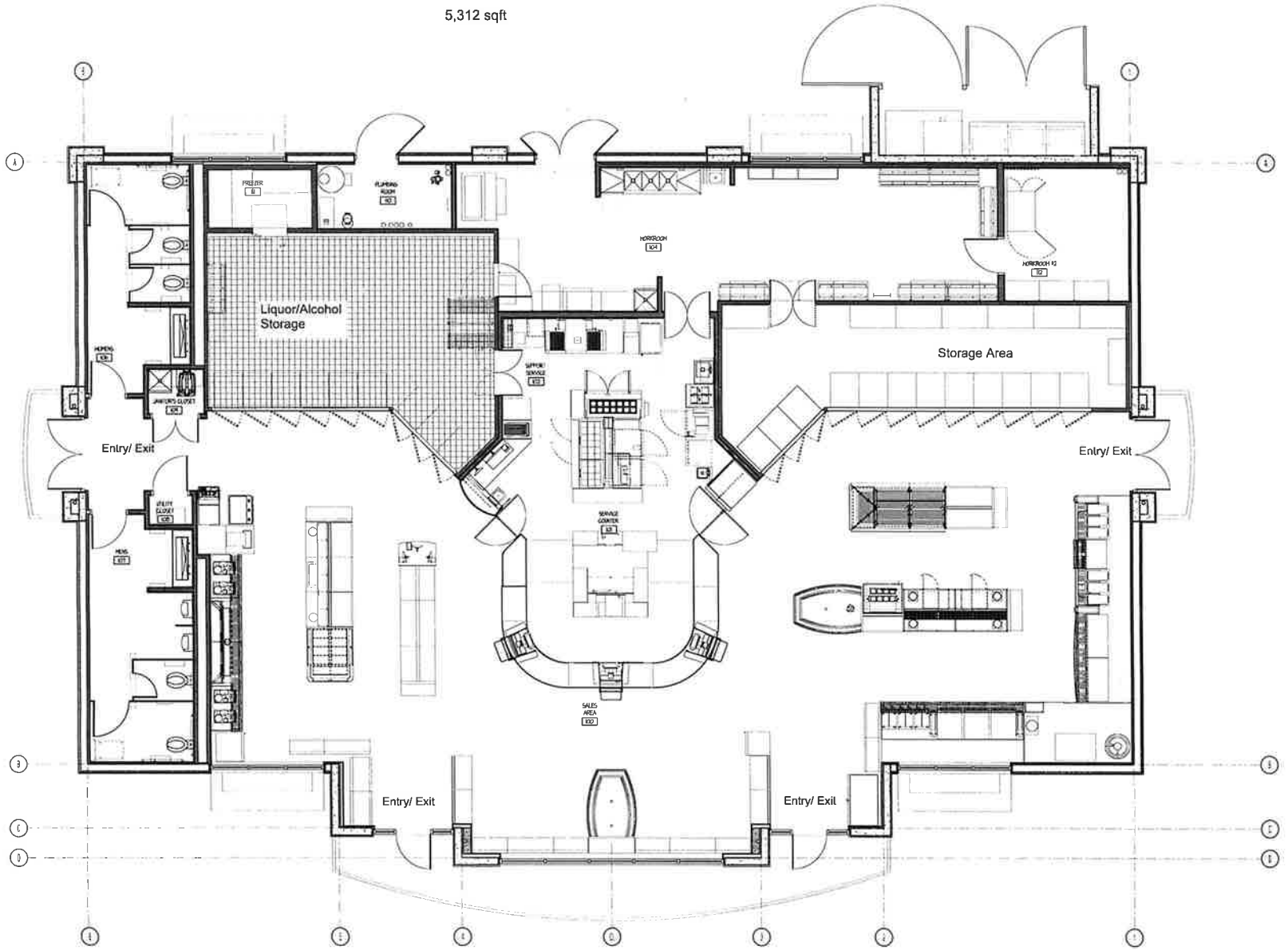
Staff requests a recommendation for this liquor license as the establishment does not have an interim liquor license permit with the Department of Liquor Licenses and Control (DLLC) and desires to begin serving alcohol. The DLLC allows 60 days for the City to provide a recommendation for a liquor license application. This recommendation for approval by the Local Governing Body will be within 60 days allowing the applicant to proceed with their new liquor license application process.

The Police Department reports no objections to the issuance of this license. With a Series 10, Beer and Wine Store Liquor License, the business may sell beer and wine only for off-premise consumption.

Attachments

A-Floor Plan

5,312 sqft



A1 REFERENCE FLOOR PLAN

QuikTrip No. 1523
2000 WEST RAY ROAD
CHANDLER, AZ 85224

KDF ARCHITECTURAL GROUP, LLC

SHEET TITLE
REFERENCE FLOOR PLAN

SHEET NUMBER
A101

CHANDLER arizona
Community of Innovation

City Council Memorandum Neighborhood Resources Memo No. N/A

Date:	February 20, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager Leah Powell, Neighborhood Resources Director
From:	Amy Jacobson, Housing and Redevelopment Senior Manager
Subject:	Purchase of ADA Passenger Vans

Proposed Motion:

Move City Council approve the purchase of two ADA passenger vans, from San Tan Ford, Inc., utilizing State of Arizona Contract No. CTR059323, in the amount of $130,810.40.

Background/Discussion:

For over 25 years, the Chandler Public Housing Youth program has been providing high-quality after-school, intersession, and special event programming for school-aged youth residing in public housing. An important component of this program is transportation between the four family housing sites, the youth center, neighborhood parks, and field trips. In addition, as part of the Book Rich Environment Program, staff delivers books to youth residing in scattered housing sites located throughout Chandler. The program serves approximately 250 youth annually.

Transportation is a critical component of the Housing Youth Program and is provided using three vehicles, all of which are over 15 years old. As the vehicles are reaching the end of their service life, they are requiring increased maintenance and additional expenses to operate. Ensuring reliable transportation will maintain full operational capacity and continue serving the target population of low-income youth and seniors.

Approval of this item will facilitate the purchase of two ADA accessible,

15-passenger vans for the Chandler Public Housing Youth Program.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for new vehicle purchases to San Tan Ford, Inc. The city has a current agreement with the State of Arizona allowing for the cooperative use of its contracts. The State of Arizona contract is valid through March 16, 2026.

Financial Implications:

Funding for this purchase will come from an Indian gaming revenue sharing grant in the amount of $140,430 awarded by the Gila River Indian Community and accepted by City Council via Resolution No. 5710.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
236.4650.6310.0.0	PROCEEDS REINVESTMENT PROJECTS	PROCEEDS REINVESTMENT PROJECTS	$130,810.40	N

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** UA25-047

Date: February 20, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Simone Kjolsrud, Water Resources Manager
Subject: Introduction of Ordinance No. 5117, Amending the Code of the City of Chandler, Chapter 52 Water Services, Article VI Sustainable Water Allocation Regulations, to Add High Density Residential, Reclaimed Water, and Redevelopment Regulations; Providing for the Repeal of Conflicting Ordinances; and Providing for Severability

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Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5117, amending the code of the City of Chandler, Chapter 52 Water Services, Article VI Sustainable Water Allocation Regulations, to add high density residential, reclaimed water, and redevelopment regulations; providing for the repeal of conflicting ordinances; and providing for severability.

Background:

In 2015, City Council adopted the Sustainable Water Allocation Regulations (Article IV, Chapter 52 of the City Code) to ensure a sustainable water supply for current and future water users. The Sustainable Water Allocation Regulations, based on a three-tier system, provide a Tier I base water allocation that is sufficient for 99% of all water users. The existing Tier I water allocations are only applicable to potable water and non-residential water users. Tier II and Tier III water are applicable to high volume water users who exceed the Tier I allocation.

Since enacting these regulations, the Tier I allocations have proven to be sufficient for most water users, with only one application for a Tier II water allocation. As the city evaluates future water supplies and transitions to more redevelopment, amendments are needed to add applicability to high density residential, reclaimed

water, and redevelopment users.

Chandler's drinking water supplies come from the Salt and Verde rivers, the Colorado River and groundwater. Due to dry conditions and over-allocation, the Colorado River reservoirs are very low (about 33%), and critical infrastructure challenges at Lake Powell may further limit the water releases to Lake Mead. Colorado River operating guidelines expire in 2026, and all water users anticipate a future with significantly less Colorado River water availability. The reductions will also negatively impact central Arizona aquifer levels as a result of groundwater pumping to replace lost Colorado River water.

If Chandler's future water demands continue to be proactively managed, the city predicts having sufficient water supplies to meet its build-out demand projections. However, future changes in land use planning and/or the addition of new high volume water users could result in the need for additional water resources. To ensure the city has sufficient water supplies, the Sustainable Water Allocation Regulations should be updated to include regulations for high density residential, reclaimed water, and redevelopment.

Residential development was not included in the 2015 regulations. If the city experiences significant changes in land use, resulting in high-density residential development, it is important to ensure water resource planning projections are updated to be consistent with these revised land use plans. Additionally, each project will be reviewed for water and sewer demands to ensure both water resource availability and sufficient infrastructure capacity. The proposed amendment includes a 70% return flow credit for high density developments, which offsets a portion of the water demand, giving the development a credit for indoor water use that is returned to the city through the sanitary sewer. Concurrently with this ordinance amendment, Resolution No. 5869 is also scheduled for this City Council meeting and will amend the Tier I Water Allocations to add a high density residential land use category.

As Chandler approaches build-out, staff anticipate increased redevelopment and changes in land use. The proposed amendment to add redevelopment to the Sustainable Water Allocation Regulations ensures all new water uses are evaluated to determine whether their water use will exceed the Tier I Allocation, regardless of whether the change requires an application for a development entitlement. This amendment provides a mechanism to ensure a proposed redevelopment is evaluated based on the Tier I Allotment for the new land use.

The current regulations exempt reclaimed water use from applicability for the Tier I Allocations. As Chandler continues to plan for a future with reduced surface water

supplies, reclaimed water supplies are more valuable than ever. It is important to demonstrate the value of reclaimed water supplies by ensuring that all water, including reclaimed water, is used sustainably. This amendment will require that reclaimed water is treated equally and included in the calculation of water use for the Tier I Water Allocation.

Discussion:

City Council reviewed these proposed code amendments for the Sustainable Water Allocations Policy at its work session on February 3, 2025.

Attachments

Ordinance No. 5117

ORDINANCE NO. 5117

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE CODE OF THE CITY OF CHANDLER, CHAPTER 52 WATER SERVICES, ARTICLE VI SUSTAINABLE WATER ALLOCATION REGULATIONS, TO ADD HIGH DENSITY RESIDENTIAL, RECLAIMED WATER, AND REDEVELOPMENT REGULATIONS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. That the Chandler City Code, Chapter 52 Water Services, Article VI Sustainable Water Allocation Regulations, is hereby amended to read as follows (additions in ALL CAPS, deletions in ~~strikeout~~):

ARTICLE VI. SUSTAINABLE WATER ALLOCATION REGULATIONS

52-43. Policy established.

A. Chandler has finite water resources.
B. ~~This~~ THE water allocation policy implemented in this Article will assist the City in maintaining a sustainable water supply for existing and future water users.

52-44. Definitions.

~~A.~~ *"Allocate"* or *"allocation"* shall mean the City's act(s) of ~~enumeration of~~ ENUMERATING water it owns or may own in the future for delivery in its water system for current and future water customers. Allocation of water under this Article VI does not convey any rights to ~~others for~~ the use ~~of~~, ownership, or reservation of such water to any ~~particular~~ customer being served or potentially to be served by the City's water system.
~~B. "Applicant" shall mean the owner, or owner's agent, who applies for development entitlements pursuant to this Code, including, but not limited to, Chapters 35 and 48.~~
"COMMERCIAL" SHALL HAVE THE MEANING PRESCRIBED IN CHAPTER 38 OF THIS CODE.
~~C.~~ *"Development entitlements"* shall mean approvals by the City of Chandler ~~to authorize applications,~~ under applicable municipal code provisions, including, but not limited to, ~~Chapters 35 and 48~~CHAPTERS 29, 35, 47, 48, 50, 51, 52, AND 53, for development, REDEVELOPMENT, construction and/or installation of improvements, OR MUNICIPAL SERVICES ~~on specified property~~.
"DWELLING UNIT" SHALL HAVE THE MEANING PRESCRIBED IN CHAPTER 38 OF THIS CODE.

"EMPLOYMENT/OFFICE" SHALL HAVE THE MEANING ASSIGNED TO "OFFICE" IN CHAPTER 38 OF THIS CODE.
"HIGH DENSITY RESIDENTIAL" SHALL MEAN A SINGLE-FAMILY OR MULTI-FAMILY DEVELOPMENT CONSISTING OF 12 OR MORE DWELLING UNITS PER ACRE.
"HOTEL" SHALL HAVE THE MEANING PRESCRIBED IN CHAPTER 35 OF THIS CODE.
"INDUSTRIAL/WAREHOUSE" SHALL HAVE THE MEANING PRESCRIBED IN CHAPTER 38 OF THIS CODE.
"MASTER PLAN" SHALL MEAN THE MOST RECENTLY COMPLETED WATER, WASTEWATER, AND RECLAIMED WATER MASTER PLAN, INCLUDING ANY SUPPLEMENT OR AMENDMENT THERETO.
~~D.~~ *"Multiple and large meter users"* or *"MLM users"* shall mean water uses ASSOCIATED WITH THE FOLLOWING LAND USE CATEGORIES: HIGH DENSITY RESIDENTIAL, COMMERCIAL, HOTEL, EMPLOYMENT/ OFFICE, INDUSTRIAL/WAREHOUSE, AND PUBLIC/INSTITUTIONAL, ~~excluding~~ INCLUDING, BUT NOT LIMITED TO, water meters used solely for HIGH DENSITY residential land use ~~(as defined in Chandler City Code Section 38-3)~~, ~~landscape water~~ LANDSCAPE WATER METERS, and reclaimed water meters, which:

1. Use more water than the Tier I water use allocation ASSOCIATED WITH THE LAND USE,
2. Use water sufficient to require installation of a 3-inch or greater meter or its equivalent in multiple meters,
3. Require multiple meters on a single parcel that will use more than fifty thousand (50,000) gallons per day (annual average) OR 100,000 GALLONS PER DAY (ANNUAL MAXIMUM PEAK DAY), or
4. Require one or more new meters on a parcel that already has water ~~service~~ SERVICE, and the water use on the parcel is more than fifty thousand (50,000) gallons per day (annual average) OR 100,000 GALLONS PER DAY (ANNUAL MAXIMUM PEAK DAY), OR~~.~~
5. RESULT FROM REDEVELOPMENT WHERE THE CHANGE IN USE WILL REQUIRE MORE WATER THAN THE TIER 1 WATER USE ALLOCATION FOR THE NEW USE.

"PUBLIC/INSTITUTIONAL" SHALL HAVE THE MEANING ASSIGNED TO "PUBLIC OR QUASI-PUBLIC" IN CHAPTER 38 OF THIS CODE.
"REDEVELOPMENT" SHALL MEAN ANY CHANGE IN USE, REGARDLESS OF WHETHER THE CHANGE REQUIRES AN APPLICATION FOR A DEVELOPMENT ENTITLEMENT.
~~E.~~ *"Tier I water use allocation"* shall mean the most recently City Council accepted allocations of water usage assigned to various residential uses as gallons per day (gpd) per dwelling unit and gallons per day (gpd) per one thousand (1,000) square feet of structures developed as non-residential uses. Tier I water use allocations may be periodically updated by the City Council.

~~F.~~ *"Tier II water"* shall mean water that may be available for allocation ~~based on the water resource management strategy~~ to a MLM user BASED ON THE MASTER PLAN.
~~G.~~ *"Tier III water"* shall mean water that may be available for purchase BY A MLM USER at a price determined by the City ~~to a MLM user~~.
~~H.~~ *"Water"* shall mean potable water as defined by the Federal Clean Water Act, AND RECLAIMED WATER AS DEFINED IN CHAPTER 53.
~~I. *"Water resource management strategy"* shall mean the periodic report accepted by the City Council which outlines the City's development goals, types of land uses to be encouraged by the City's provision of Tier II water, and the criteria to be considered by City staff, commissions, and City Council in the potential allocation of Tier II water to MLM users who may meet the criteria.~~

52-45. Applicability.

A. The water usage of all water users, other than MLM users who are approved in accordance with Subsection 52-45(~~B~~D), ~~are~~IS limited to the then-existing Tier I water allocation accepted by the City Council ~~in accordance with Subsection 52-44(E)~~.
B. A RETURN FLOW CREDIT EQUAL TO SEVENTY PERCENT (70%) OF WATER USAGE SHALL APPLY WHEN CALCULATING THE TIER I WATER ALLOCATION FOR A HIGH DENSITY RESIDENTIAL DEVELOPMENT.
C. THE TIER I WATER ALLOCATION FOR A MIXED-USE DEVELOPMENT SHALL INCLUDE A SEPARATE CALCULATION FOR EACH LAND USE WITHIN THE DEVELOPMENT.
~~B~~D. MLM users may only exceed the Tier I water allocation if the ~~City, in its sole discretion~~ PUBLIC WORKS AND UTILITIES DIRECTOR specifically grants A Tier II ~~water~~ or Tier III water use ~~allocations~~ ALLOCATION in accordance with this Article ~~and~~ through a sustainable water service agreement approved by the City Council and executed by the applicant.
E. THE PUBLIC WORKS AND UTILITIES DIRECTOR MAY WAIVE THE REQUIREMENTS OF THIS CHAPTER FOR A WATER USER THAT REQUIRES A NEW METER ON A PARCEL THAT ALREADY HAS WATER SERVICE WHERE THE WATER USE WILL NOT EXCEED THE TIER I WATER ALLOCATION FOR THAT USE.

52-46. Sustainable water service application.

A. All ~~MLM~~ WATER users shall submit a sustainable water service application ~~at the same time as it submits its applications~~ WHEN SUBMITTING AN APPLICATION for any development entitlements OR PRIOR TO ANY REDEVELOPMENT.

B. The sustainable water service application shall identify the type of water use PROPOSED, the size of the structures in the development OR REDEVELOPMENT, annual and monthly water use, PROPOSED CONSERVATION MEASURES, ~~and~~ the phasing of development OR REDEVELOPMENT AS APPLICABLE, AND ANY OTHER INFORMATION REQUIRED BY THE PUBLIC WORKS AND UTILITIES DIRECTOR.

52-47. City review of sustainable water service applications.

A. The Public Works and Utilities Director shall review and may approve A sustainable water service application AFTER CONFERRING WITH THE ECONOMIC DEVELOPMENT DIRECTOR AND THE DEVELOPMENT SERVICES DIRECTOR.

B. Tier II and Tier III water allocations determination.

1. The ~~City~~ PUBLIC WORKS AND UTILITIES DIRECTOR will determine whether, based on the most recent ~~water resource management strategy~~ MASTER PLAN, the development OR REDEVELOPMENT is eligible for Tier II water and IF SO, how much ~~it is willing to apply to the development~~.
2. If the ~~City~~ PUBLIC WORKS AND UTILITIES DIRECTOR determines that ~~it will not make~~ Tier II water IS NOT available for ~~any particular MLM user~~ A DEVELOPMENT OR REDEVELOPMENT, the MLM user must purchase Tier III water, if available, in order to continue with ~~the application for land use entitlements for~~ its planned development OR REDEVELOPMENT.

C. ~~Prior to installing any water meters for a MLM user, City and water user~~ A MLM USER WHO IS APPROVED FOR THE USE OF TIER II OR TIER III WATER shall enter into a sustainable water service agreement. ~~Concepts in the~~ THE sustainable water SERVICE agreement SHALL include:

1. ~~Valid for 100 years from the date of issuance~~ A TERM NOT TO EXCEED 100 YEARS.
2. ~~Determine the approved MLM user's water use~~ THE allocation that ~~will be~~ IS permitted for the property AND THE SPECIFIC USE ~~subject to the sustainable water service agreement~~.
3. ~~Transferrable~~ PROVISIONS FOR TRANSFER to subsequent owners of the real property underlying the development OR REDEVELOPMENT with equivalent water use ONLY upon City approval.
4. Terms and conditions for the purchase of TIER III water ~~resources~~ necessary for delivery to the development OR REDEVELOPMENT.
5. Other terms and conditions deemed necessary for City to agree to the allocation of Tier II or Tier III water to the development.
6. PROVISIONS FOR ENFORCEMENT OF THE ALLOCATION AND TERMINATION OF THE AGREEMENT FOR REPEATED EXCEEDANCES OR OTHER VIOLATIONS.
7. RECORDING WITH THE MARICOPA COUNTY RECORDER WITHIN 30 DAYS AFTER THE CITY EXECUTES THE AGREEMENT.

52-48. Penalties ~~for exceeding the annual sustainable water use allotment.~~

~~A. Annual compliance shall be based a rolling 3-year average water use.~~
~~1. *First exceedance* – Pay for volume of water used. City will purchase water credits at market rate and charge back to water meter owner.~~
~~2. *Second exceedance* – Water user must develop a water reduction plan.~~
~~3. *Third exceedance* – Court action.~~

ANY PERSON VIOLATING ANY OF THE PROVISIONS OF THIS CHAPTER SHALL BE GUILTY OF A CIVIL INFRACTION PUNISHABLE AS SET FORTH IN SECTION 1-8.7(A) OF CHAPTER 1 OF THIS CODE UNLESS SUCH VIOLATION CAUSES SUCH PERSON TO MEET THE DEFINITION OF "HABITUAL OFFENDER" SET FORTH IN SECTION 1-8.7(B) OF CHAPTER 1, IN WHICH CASE THEY SHALL BE GUILTY OF A CLASS 1 MISDEMEANOR.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance, or any parts hereof, are hereby repealed.

Section 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of February, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of March, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5117 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of March, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Published in the Arizona Republic on:

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** UA25-048

Date: February 20, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Simone Kjolsrud, Water Resources Manager
Subject: Resolution No. 5869, Adopting Tier I Water Allocations Under City Code Chapter 52, Article VI, Sustainable Water Allocation Regulations

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5869, Adopting Tier I Water Allocations Under City Code Chapter 52, Article VI, Sustainable Water Allocation Regulations

Background:

In 2015, the City Council adopted the Sustainable Water Allocation Regulations (Article IV, Chapter 52 of the City Code) to ensure a sustainable water supply for current and future water users. The Sustainable Water Allocation Regulations, based on a three-tier system, provide a Tier I base water allocation that is sufficient for 99% of all water users. The existing Tier I water allocations are only applicable to potable water and non-residential water users. Tier II and Tier III water are applicable to high volume water users who exceed the Tier I allocation.

Since enacting these regulations, the Tier I allocations have proven sufficient for most water users, with only one application for a Tier II water allocation. As the city evaluates future water supplies and transitions to more redevelopment, amendments to the Tier I allocations are needed to address high density residential developments. This resolution adopts new Tier I Water Allocations to add a land use category for high density residential with a Tier I Allocation of 185 gallons per day per dwelling unit. The Tier I Allocations for each of the other land use categories remain the same.

Concurrently with this resolution, Ordinance No. 5117 is also scheduled for this City Council meeting and amends the Sustainable Water Allocation Regulations to apply to high density residential development. Residential development was not included in the 2015 regulations. If the city experiences significant changes in land use, resulting in high-density residential development, it is important to ensure water resource planning projections are updated to be consistent with these revised land use plans. Additionally, each project will be reviewed for water and sewer demands to ensure both water resource availability and sufficient infrastructure capacity. The proposed amendments in Ordinance No. 5117 include a 70% return flow credit for high density residential developments to offset a portion of the water demand and give the development a credit for indoor water use that is returned to the city through the sanitary sewer.

Discussion:

The proposed amendments to the Sustainable Water Allocation Regulations were reviewed by City Council during its work session on February 3, 2025.

Attachments

Resolution No. 5869

RESOLUTION NO. 5869

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING TIER I WATER ALLOCATIONS UNDER CITY CODE CHAPTER 52 ARTICLE VI, SUSTAINABLE WATER ALLOCATION REGULATIONS.

WHEREAS, the City of Chandler has long been committed to the careful and sustainable management of its water resources to ensure sufficient water to meet the needs of Chandler residents and businesses at build-out and beyond; and

WHEREAS, in furtherance of the City's commitment to sustainable water resource management, in 2015 the City Council passed Ordinance 4634 enacting new Sustainable Water Allocation Regulations; and

WHEREAS, concurrent with the adoption of the Sustainable Water Allocation Regulations, the City Council adopted Tier I water allocations for new non-residential water uses within the City; and

WHEREAS, concurrently with this Resolution, the City Council is amending the Sustainable Water Allocation Regulations to include high density residential uses, and it is therefore necessary to adopt Tier I water allocations for such uses.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, adopting Tier I water allocations as follows:

Tier I Water Allocations

Land Use Category	Tier I Water Allocation
High Density Residential	185 gpd[1] per dwelling unit
Commercial	200 gpd per 1,000 sf[2] GFA[3]
Hotel	356.5 gpd per guest room
Employment/Office/Industrial/Warehouse	115 gpd per 1,000 sf GFA
Public/Institutional	500 gpd per 1,000 sf GFA

[1]Gallons per day [2]Square feet [3]Gross Floor Area

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5869 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

ITEM 14

CHANDLER arizona
Community of Innovation

City Council Memorandum **City Manager's Office** **Memo No.**

Date: February 20, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Tera Scherer, Executive Management Assistant
Subject: Resident Bond Exploratory Steering Committee Executive Summary

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Attachments

Executive Summary



CHANDLER
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Resident Bond Exploratory Committee

Executive Summary





February 20, 2025

City Council

01

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Mayor & City Council

Mayor Kevin Hartke
Vice Mayor Christine Ellis
Councilmember Angel Encinas
Councilmember O.D. Harris
Councilmember Jennifer Hawkins
Councilmember Matt Orlando
Councilmember Jane Poston

Resident Bond Exploratory Steering Committee

Jay Tibshraeny, Chair
Garry Hays, At Large Member
Kari Zurn, At Large Member
Nina Mullins, Parks & Recreation Subcommittee Chair
Rick Heumann, Public Works Subcommittee Chair
Trinity Donovan, Public Safety Subcommittee Chair
Craig Gilbert, Facilities, Technology and Sustainability Subcommittee Chair

City Manager's Office

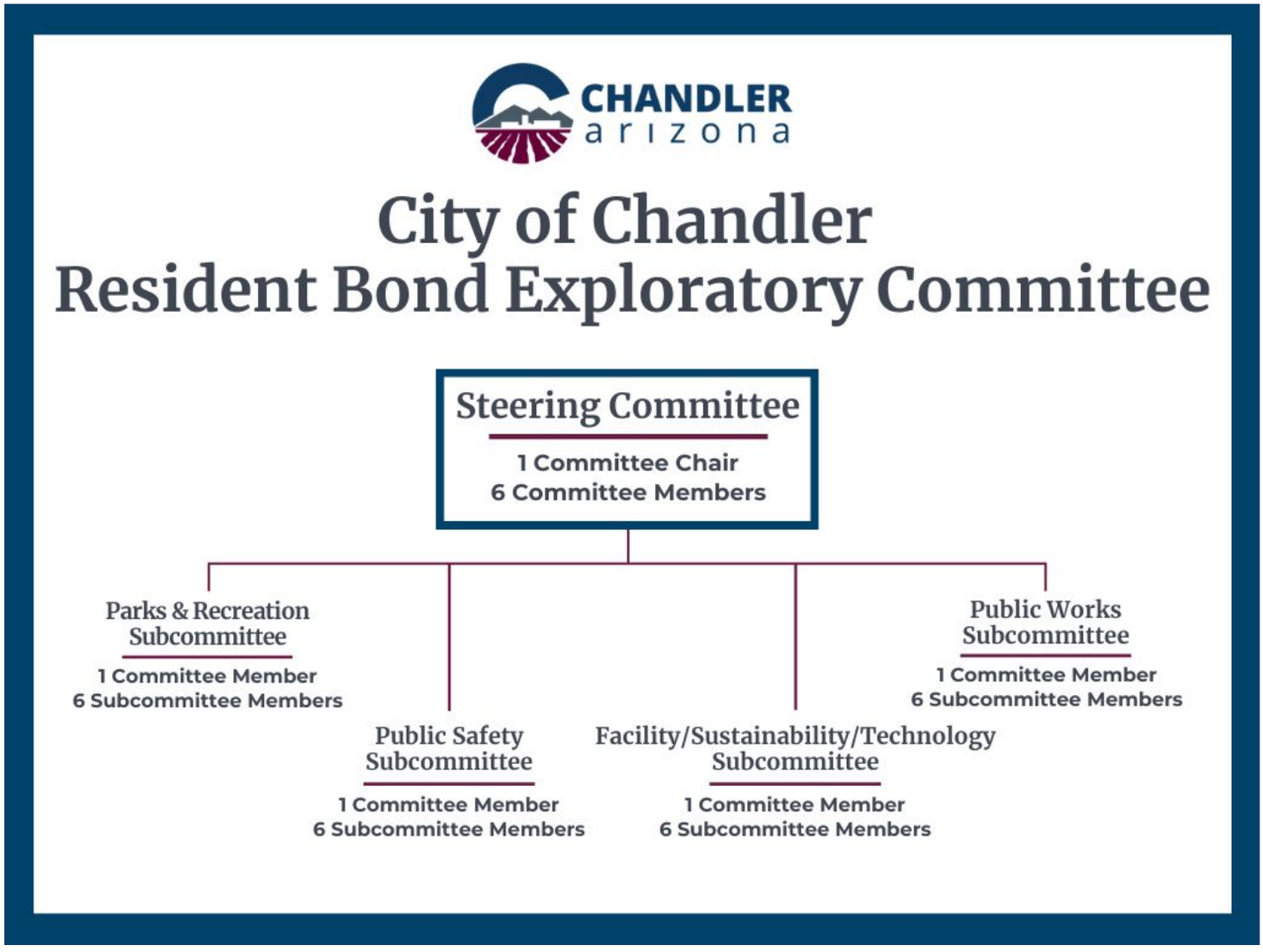
Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Dawn Lang, Deputy City Manager, CFO
Andy Bass, Deputy City Manager
Steven Turner, Assistant to the City Manager

Management Services Department

Matt Dunbar, Budget & Policy Director

Resident Bond Exploratory Committee 02

The Resident Bond Exploratory Committee consisted of a seven-member Steering Committee along with four Subcommittees each with seven members. The total number of Chandler residents involved in the process was 31. Four members of the Steering Committee served as the Chairs of the Subcommittees, with two at-large members. The four Subcommittees were, Parks and Recreation, Public Safety, Facility/ Sustainability/ Technology, and Public Works. Each Subcommittee was supported by city staff to learn about department needs, potential projects, and master plans/assessments.



The Steering Committee and subcommittees met nearly 30 times between September 2024 and January 2025. After subcommittees received Open Meeting Law and conflict of interest training, a financial briefing on the City's need for bonds, department overviews, and tours of various city facilities and parks, they were tasked with developing a prioritized list of capital projects to submit to the Steering Committee, following the City Council's capital guidelines to produce a capital financing plan to try to include as many projects as possible without increasing the secondary property tax rate. To do this, city staff presented projects and known community needs.

Once the Subcommittees submitted their priorities to the Steering Committee and a capital financing plan was developed that did not include a tax rate increase, the Steering Committee was tasked to develop the final list of projects recommended to be included in the planned November 2025 bond election. Along with the prioritization of the projects, the Steering Committee worked with the City's bond counsel, Greenberg Traurig, LLP, to develop the questions that will appear on the November 2025 bond election ballot.

On January 29, 2025, the Steering Committee voted unanimously to approve the questions on pages 14 and 15 of this Executive Summary to be included on the November 2025 bond election ballot.

Exploratory Committee Timeline

03



Sep. 12, 2024
Mayor and Council approved formation of Committee and members

Sep. 16, 2024
Committee Kick-off

Oct.-Nov. 2024
Committee meetings take place and review final recommendations with finance

Dec. 2024
Subcommittees make recommendations to Steering Committee

Jan. 2025
Projects reviewed with finance and bond counsel to form recommendations to Mayor and Council

Jan.-Feb. 2025
Draft report prepared

Feb. 20, 2025
Committee Chair reports to Mayor and Council on recommendations and presents executive report

Feb.-Mar. 2025
City Council discussion of recommendations

May 8, 2025
Call for Bond Election for November 4, 2025 election

June 7, 2025
Ballot language given to Maricopa County

Aug. 6, 2025
Arguments Pro/Con filed with City Clerk

Sep. 23, 2025
Sample Ballot/ Informational Pamphlet mailed to voters before election

Nov. 4, 2025
Election Day

Communication

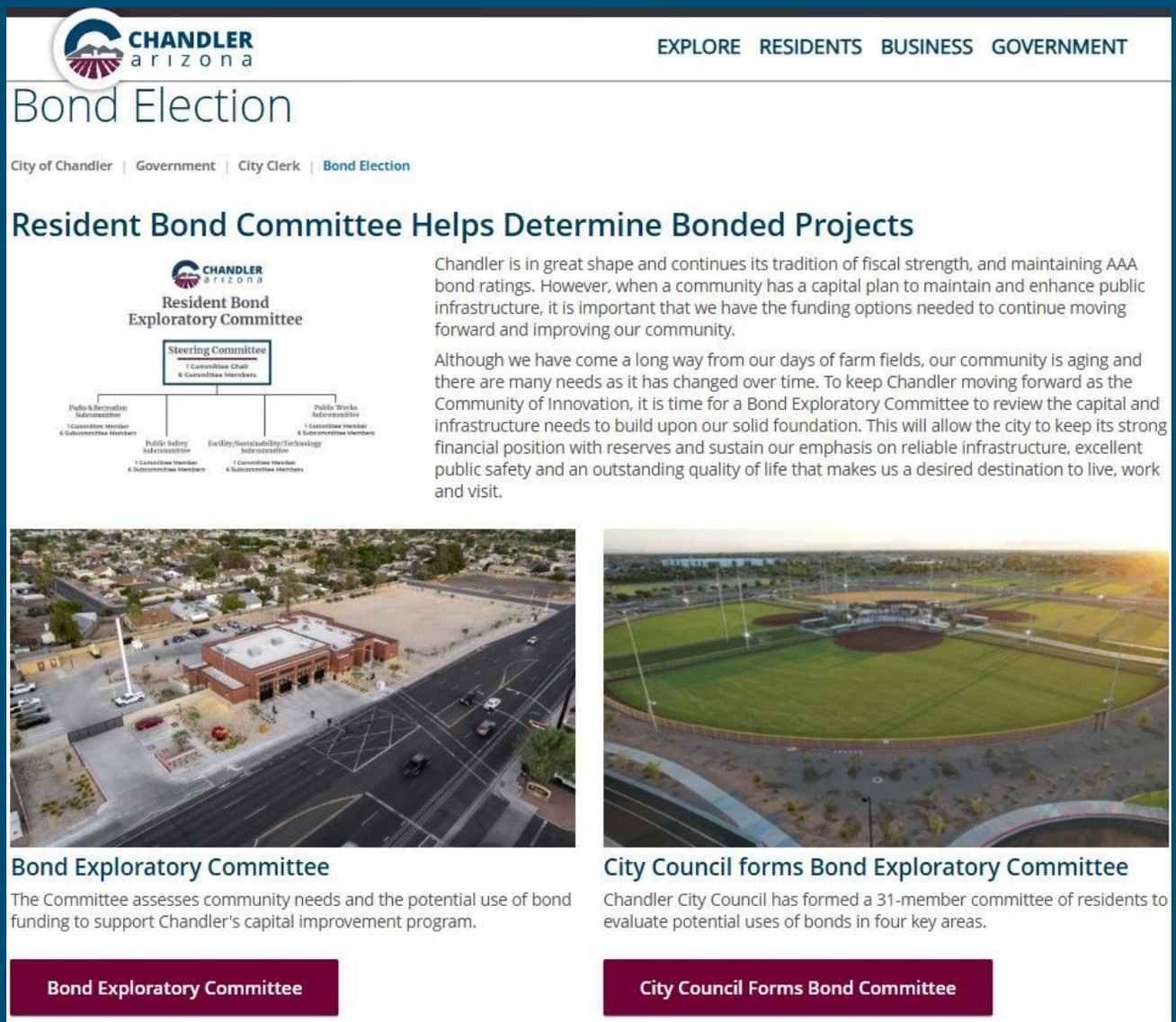
04

With the formation of the Resident Bond Exploratory Committee in September 2024, the City of Chandler assigned public information staff to the Steering Committee and each Subcommittee. Staff presented public information options in September and October to the Steering Committee and Subcommittees. The input gathered helped to create a public information campaign regarding the work of the Resident Bond Exploratory Committee.

A section of the City website at chandleraz.gov/bondelection was created as the central source for resident information. The site explains the purpose for a bond election, timeline for a bond election and improvements that have been completed through past use of bonds by the City of Chandler. The site outlines the formation and structure and lists the names of Chandler residents serving on the Steering Committee and Subcommittees. Copies of all meeting agendas, meeting minutes and presentations made to the Steering Committee and Subcommittees are available on the site. A comment form was also made available for ideas and suggestions to be submitted to the Steering Committee and Subcommittees.

A series of social media posts and articles was released in November to educate residents about the Resident Bond Exploratory Committee, explain past use of bonds in Chandler and participate by submitting ideas and comments. The call to action was to visit the City website to follow the progress of the Committee and use the online comment form to submit ideas for consideration.

Additional public information activities will occur as the City Council receives the recommendations from the Resident Bond Exploratory Committee and determines whether to proceed with a bond election. Below is a snapshot of the Bond Election website that was established and will continue to exist.



Chandler Bond History

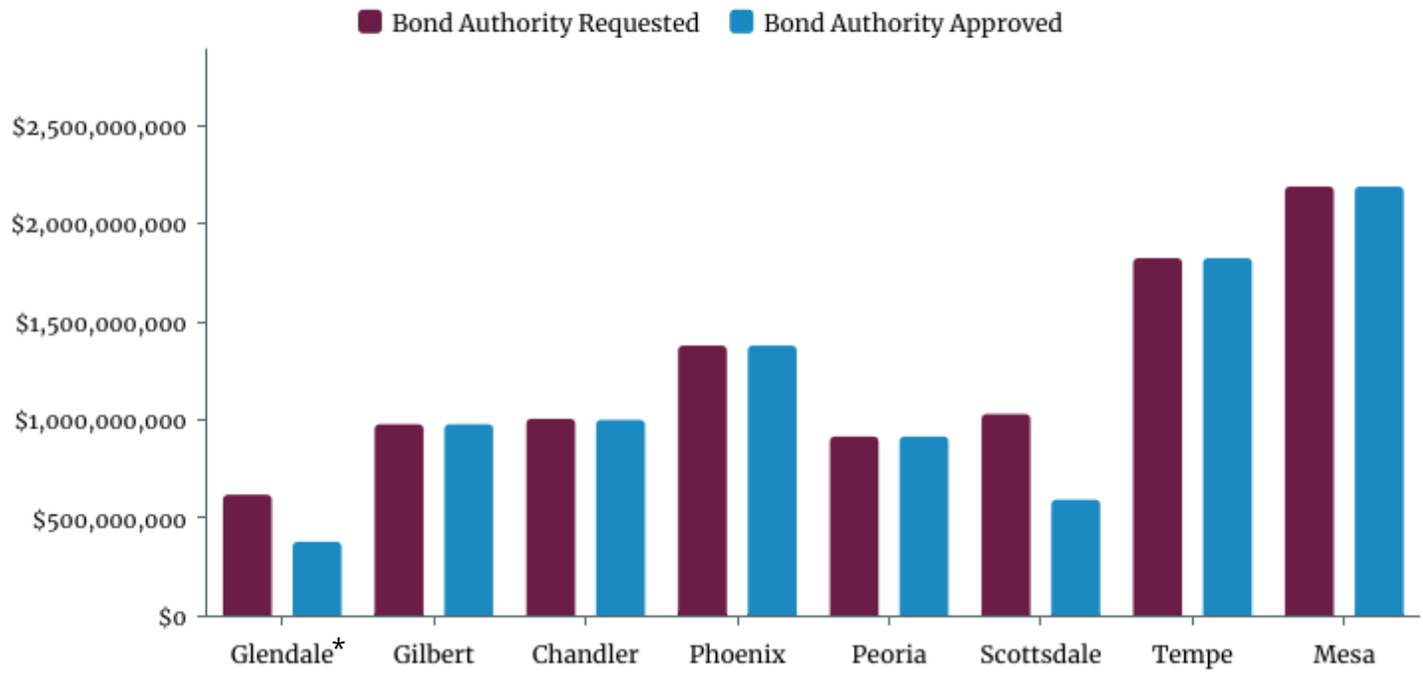
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The City of Chandler has had great success with residents voting to approve bond authorization. Since 2000, the City has held four bond elections. The table below shows the bond authorization amounts approved in each category since 2000.

Bond Category	2000 Election	2004 Election	2007 Election	2021 Election
Parks and Recreation	$34,935,000	$40,600,000	$81,350,000	$72,985,000
Fire	$4,655,000	$4,580,000	$14,265,000	$25,160,000
Police	$3,800,000	$4,360,000	$15,745,000	$55,190,000
Art Center			$4,200,000	
Museum		$8,500,000	$4,500,000	
Streets	$23,795,000	$59,095,000	$202,310,000	$85,780,000
Effluent Reuse	$24,410,000			
Water and Sewer	$29,745,000	$36,580,000	$107,850,000	
Public Buildings/ Facilities			$9,960,000	$33,570,000
Library			$11,255,000	
Total	**$121,340,000**	**$153,715,000**	**$451,435,000**	**$272,685,000**

Valley Bond Elections Since 2000

Comparison of GO Bond Use in Chandler & Large Valley Cities



* City of Glendale's data only represents bond election information since 2007

Steering Committee Recommendations 06

The City of Chandler Resident Bond Exploratory Steering Committee has completed its recommendations for a General Obligation (GO) Bond Election for consideration by the City Council. The exercise was completed in January 2025 in anticipation of a planned bond election in November 2025.

The recommendations are based on the City Council's commitment to:
1) Minimize secondary property tax rate flat
2) Re-imagine resident amenities scheduled for replacement
3) Prioritize aging infrastructure
4) Finish planned construction of streets, parks, fiber and utility systems
5) Prior to adding capital projects, ensure related ongoing operations & maintenance can be supported
6) Utilize master plans to guide long-term capital investments
7) Ensure sufficient bond authorization exists to complete projects desired by residents
8) Balance timely completion and coordination of capital projects with impact to neighborhoods and businesses

Over a period of five months, the Resident Bond Exploratory Steering Committee reviewed and evaluated 37 possible bond projects with an estimated total cost of $728,095,600. While the committee had the opportunity to include more projects and request a higher total bond amount, it prioritized fiscal conservancy by focusing on the highest-need projects. This careful approach resulted in a reduced overall bond request while still addressing the most critical priorities. The Resident Bond Exploratory Steering Committee is pleased to provide the City Council with a recommendation of 24 projects with a $475,000,000 bond need in the areas of Fire, Police, Streets, and Parks and Recreation for approval in the November 2025 bond election.

If approved, this $475 million recommendation to City Council would NOT increase primary or secondary property tax rates using current projections.

$183 Million
Streets

$46 Million
Police

$88 Million
Fire

$158 Million
Parks & Recreation

Steering Committee Recommendations 07

Parks & Recreation Subcommittee

The Subcommittee met seven times between October and November, which included tours of City facilities like AJ Chandler Park, Snedigar Sportsplex, and Tumbleweed Ranch. The group developed consensus focusing on prioritization of aging infrastructure and maintaining existing city parks, completing construction on parks and pools, and putting a higher priority on the AJ Chandler Park renovation. They made an effort to include phase 2 of Mesquite Groves, since this project was part of the 2021 bond election, and they discussed the needs at Folley Park, which resulted in a higher ranking due to the needs in the area.



The Steering Committee evaluated financial options and recommended to include all prioritized projects which are listed below with the exception of three projects, noted as the lowest priority by the subcommittee, shifted to a future bond election. All projects fit within the current and future financial constraints without increasing the primary or secondary property tax rates.

Project Name	Bond Projected Amounts	Other Funding Source or Future Bond Election Projected Amounts
Existing Neighborhood Park Improvements/ Repairs	$24,700,000	
Existing Community Park Improvements/ Repairs	$8,800,000	
Existing Community/Recreation Centers Improvements/Repairs	$5,750,000	
Existing City Building Renovations & Repairs	$5,000,000	
Dr. AJ Chandler Park Renovation	$10,000,000	
Folley Pool Renovation	$37,745,000	
Mesquite Groves Park Site Phase 2	$30,265,000	
Desert Breeze Park Renovation	$10,000,000	
Snedigar Sports Complex Renovation	$20,000,000	
Lantana Ranch Park Site	$5,740,000	
Tumbleweed Ranch		$13,240,000
Tumbleweed Multi-Gen Expansion - Phase 2 Gym Expansion		$19,605,000
Mesquite Groves Park Site Phase 3		$39,650,000
Total	**$158,000,000**	**$72,495,000**

Steering Committee Recommendations 08

Public Safety Subcommittee

The Subcommittee met six times between September and December, which included tours related to Public Safety needs: Fire Station 282, Police Main Station, and fleet services for the Fire Department. The group developed consensus to separate the Fire and Police priorities into two different bond questions. Priorities for Fire include a rebuild of Fire Station 284 and a new station 2812. Most of the conversation centered around rebuilding Fire Station 284, building Fire Station 2812, and emergency vehicle replacements. Priorities for Police included Main Station renovations and radio communications equipment.



The Steering Committee evaluated financial options and then recommended to include all prioritized projects which are listed below, with the exception of shifting one project to be cash funded. All projects fit within the current and future financial constraints without increasing the primary or secondary property tax rates.

Fire - Project Name	Bond Projected Amounts	Other Funding Source or Future Bond Election Projected Amounts
Rebuild Fire Station #284	$11,200,000	
Fire Station #2812 (SDF Loan Bond Issuance)	$27,125,000	
Fire Emergency Vehicle Replacements	$13,905,000	
Remodel of Public Safety Training Bldg. A		$2,945,000
Fire Support Fleet Facility	$35,770,000	
Total	**$88,000,000**	**$2,945,000**

Police - Project Name	Bond Projected Amounts	Other Funding Source or Future Bond Election Projected Amounts
Police Main Station Renovations	$26,810,000	
Radio Communications Equipment	$17,380,000	
Police Emergency Vehicle Replacements	$1,810,000	
Total	**$46,000,000**	

Steering Committee Recommendations 09

Public Works Subcommittee



The Subcommittee met five times between October and November. The group developed consensus focusing on maintaining existing infrastructure through street repaving, and collector street improvements. They placed higher priority on several upcoming street and intersection improvements, including Kyrene Road, Arizona Avenue and Warner Road intersection, and McQueen Road.

The Steering Committee evaluated financial options and then recommended to include all prioritized projects which are listed below, with the exception of shifting one project to be cash funded and five to a future bond election, minimizing the size of the request. All projects fit within the current and future financial constraints without increasing the primary or secondary property tax rates.

Project Name	Bond Projected Amounts	Other Funding Source or Future Bond Election Projected Amounts
Street Repaving	$83,610,000	
Street Construction-Various Improvements	$4,800,000	
Traffic Signal Improvements & Repairs	$8,690,000	
Collector Street Improvements	$1,575,000	
Kyrene Road (Chandler Blvd to San Tan 202) including intersection	$27,020,000	
Arizona Ave./Warner Rd. Intersection	$15,470,000	
McQueen Rd. (Warner Rd. to Ray Rd.) Phase 1	$41,835,000	
McQueen Rd. (Ray Rd. to Chandler Blvd.) Phase 2		$32,100,000
McQueen Rd. (Chandler Blvd. to Pecos Rd.) Phase 3		$13,775,000
Warner Rd. (Price Rd. To Arizona Ave.)		$63,540,000
Ray Rd./Kyrene Rd. Intersection		$34,660,000
Ocotillo Shared Use Path		$24,985,000
Washington St. Improvements		$9,835,000
Total	**$183,000,000**	**$178,895,000**

Steering Committee Recommendations 10

Facilities, Sustainability, and Technology Subcommittee

The Facilities, Sustainability, and Technology Subcommittee met four times between October and November to assess city infrastructure needs. From the outset, the Subcommittee was aware that certain projects—such as sports field LED lighting conversions, an irrigation system and water conservation program, the rebuild of Fire Station #284, and renovations to the Police Main Station—overlapped with the responsibilities of other Subcommittees. Rather than making an initial determination on where these projects belonged, Subcommittee members discussed and evaluated which group was best suited to conduct the review. To gain additional insight, members participated in site tours hosted by the Public Safety and Parks & Recreation Subcommittees, allowing for a more comprehensive understanding of the projects. Based on these discussions, the Subcommittee reached a consensus to shift these projects to their respective Subcommittees for a more focused evaluation.



The Steering Committee evaluated financial options and then recommended to transfer the projects listed below to be included in other bond areas or to be funded alternatively. Therefore, the committee is not requesting bond authorization for this category.

Project Name	Bond Projected Amounts	Other Funding Source or Future Bond Election Projected Amounts	Shifted to other subcommittee
Citywide Fiber Upgrades		$10,785,000	
Existing City Building Renovations & Repairs		$9,955,000	$5,000,000 (Parks)
Sports Field LED Lighting Conversion			$8,000,000 (Parks)
Irrigation System/Water Conservation Program			$3,000,000 (Parks)
Rebuild Fire Station #284			$11,200,000 (Fire)
Police Main Station Renovations			$26,810,000 (Police)
Total	**$0**	**$20,740,000**	**$44,010,000**

Financial Considerations

Fiscally Sound Through Time

The City of Chandler continues its tradition of fiscal strength by having strong debt management practices and maintaining AAA bond ratings from all 3 rating agencies: Moodys, Fitch, and S&P. This results in lower borrowing costs which helps ensure capital projects are completed at the lowest cost possible. A higher bond rating correlates to lower taxes and utility rates for residents.

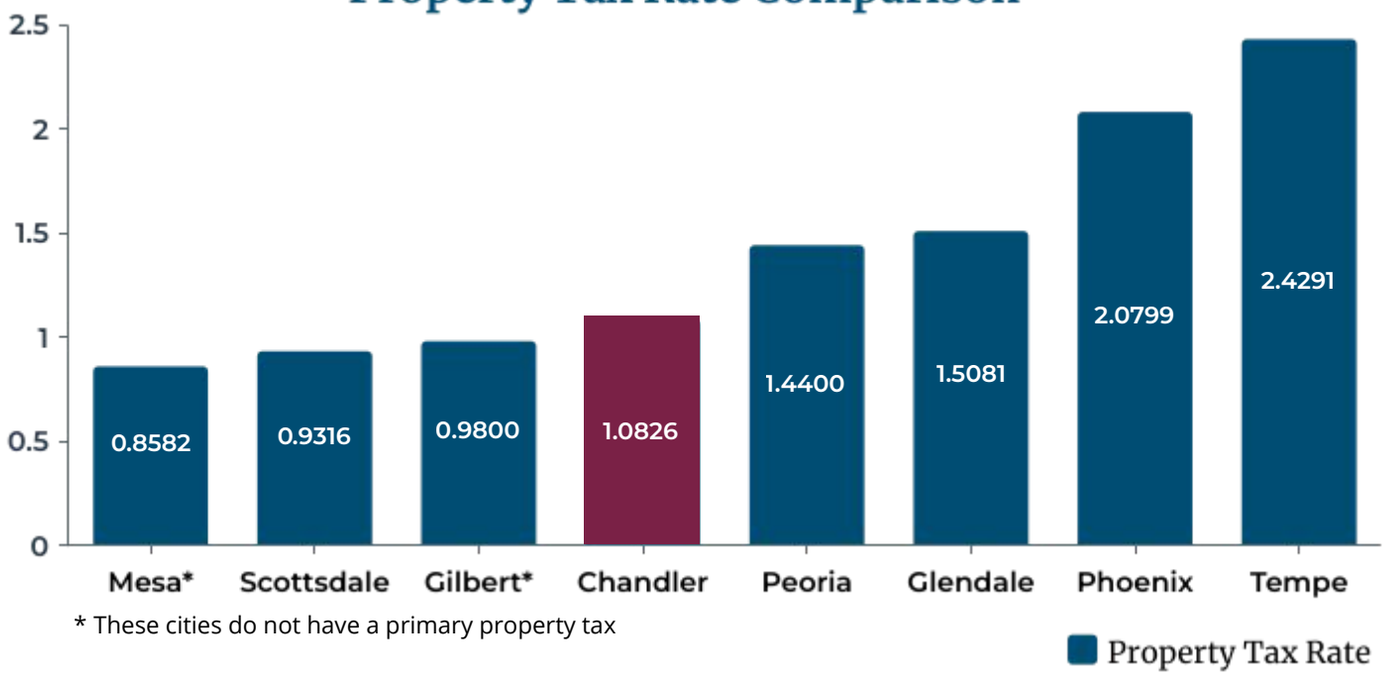
The City of Chandler has experienced remarkable growth over the past 45 years, increasing from an estimated 23,500 residents in 1980 to more than 287,000 in 2025. Current and past Councils have built a strong financial foundation and created a great quality of life for residents. Although we have come a long way from our days of farm fields, our community of innovation is aging and there are many needs as it has changed over time. As the city grew, bond elections were held more frequently. As the city ages and gets closer to build-out, much of the infrastructure shown below must be maintained or replaced to continue to provide a great quality of life for our residents. The use of bonds helps the city maintain existing infrastructure as well as build new projects, allowing for new and expanded programs and services.



Selling bonds is a common practice to fund capital/infrastructure needs in a community. In order for a community to sell ad valorem debt, or debt that is based on property assessed value, commonly referred to as General Obligation (GO) bonds, state law requires a city to obtain voter approval through bond authorization. This process ensures transparency with the public and allows taxpayers to decide what community enhancements or infrastructure they are willing to pay for through property taxes.

The following comparison table shows that Chandler continues to maintain a low property tax rate compared to other valley cities.

Property Tax Rate Comparison



* These cities do not have a primary property tax

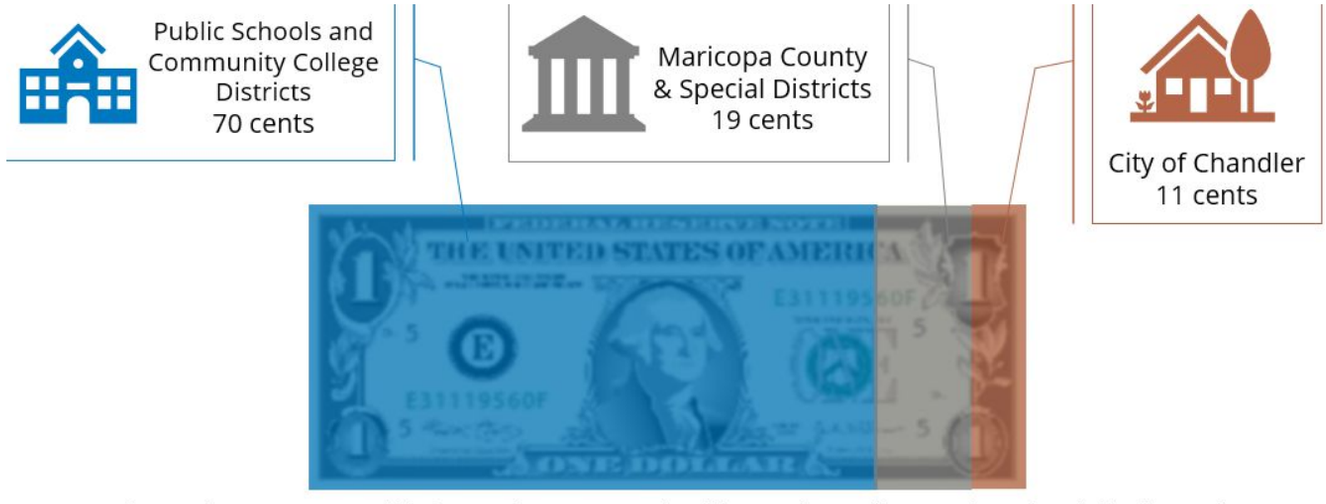
Need for a Bond Election (con't.)

A bond election is needed in 2025 as our community capital infrastructure needs exceed the remaining bond authorization from previous elections. The last bond election was in 2021 and due to project cost inflation, felt nationally as the economy entered a high inflationary environment, the authorization has been used at a faster pace than anticipated as project costs have increased. Additionally, as the years have progressed, there are some new projects that are anticipated to use bond funding. GO bond authorization is obtained by category (i.e. Streets, Parks, Fire, Police) and generally cannot shift between categories. For example, approved bond authorizations for streets cannot be used to build new parks. Bond authorization is not new debt, nor does it raise the tax rate, it simply authorizes the city to sell bonds for projects in specific categories. Bond authorization is like a credit limit to pull from when needed. To maintain the existing tax rate flat, it requires a balance between assessed values and project timing, as old debt is paid down, new debt can be added leaving taxes neutral. This balancing ensures that revenues are sufficient to pay the debt service (principal and interest) on the GO Bonds.



Bonds are important financing tools as capital projects are typically large expenses which can use cash reserves very quickly, and having other financing tools available is critical for communities. Issuing bonds provides funds for needed capital projects and allows the city to fund land acquisitions, capital construction, equipment, and other items. The city collects primary ($0.2126) and secondary ($0.87) property tax through a resident's property tax bill, per every $100 of assessed value. The secondary property taxes collected are the dedicated revenue stream that funds the principal and interest on the city's GO bonds. The City of Chandler develops a 10-year Capital Improvement Plan (CIP) using master plans/assessments and public input, and this plan is designed to help maintain and enhance public infrastructure to continue moving the city forward and improve existing infrastructure. Projects in the CIP may be delayed or accelerated depending on changes to assessed values to keep the tax rate consistent. The debt is then paid by existing and new taxpayers that enjoy the use of the capital assets, providing better equity.

Where Each Cent from Every Property Tax Dollar Goes



*Based on 2024 Tax Bill information. Exact split will vary depending on the school district and any other special taxing districts on the bill.

Secondary Property Tax Rate – Capital Debt Capacity Analysis

Statutory Debt Capacity

As mentioned previously, the secondary tax rate levy pays the principal and interest on GO bonds. The GO bond debt is backed by the full faith and credit of the city, and with this funding opportunity also comes specific limitations set by state statute. Under the Arizona Constitution, the city is limited to having outstanding GO debt not in excess of 20% of the secondary assessed value for most bond categories including parks, public safety, transportation facilities, streets, etc. There is also another category for special purpose bonds, like airports and museums, which has a 6% of secondary assessed value limit. The City currently has $759,054,796 (82%) remaining in the 20% capacity classification, and $434,761,346 (98%) in the 6% classification. With the current needs in authorization, the City is still well below the capacity limitations set by the state constitution.

Debt Service Fund Capacity

The city's analysis then reviewed the amount of secondary property tax revenue that would be collected annually to pay the principal and interest, or debt service, on the additional GO bonds. To achieve a no tax rate increase, it requires a balance between assessed values and tax rates. This formula (assessed value/100 x secondary tax rate = secondary tax levy) generates the tax levy or revenue required to pay the debt service on the GO bonds. State Statute formulas set max assessed value growth at 6.20% for the first 5 years, then 1.22% annually. Utilizing this assessed value growth would have allowed for up to $620 Million in additional bond projects without raising the existing property tax rate. However, the Resident Bond Steering Committee agreed that a more conservative approach would be in the best interest of the city. Therefore, the bond projects recommended reduced the assessed value projection to 4.50% increase annually for 5 years, then 1.22% annually. Since the City is still adding new property and trends have exceeded this for many years, these estimates were agreed to be conservative.



With the secondary property tax levy set at a certain level, in order to gain more capacity in the Debt Service Fund to sell new bonds for new projects, revenue must increase or debt must be paid down. The city is paying down debt throughout the projection, but an additional revenue source is also being used to pay the new debt: System Development Fees (SDFs), or Impact fees. Chandler was one of the first municipalities to implement Impact fees in the 1990s. These fees are charged as building permits are pulled in Chandler to help offset the cost of growth-related capital projects. As capital or infrastructure was needed prior to the related growth happening, the City utilized GO bond funds to build the projects and Impact fees will pay back the Debt Service Fund in the future as revenues come in from the growth. Chandler is at a point in its lifecycle that many growth projects have been built, Impact Fee revenues have been received, and they can now be used to pay back the Debt Service Fund. By adding these loan repayments into the Debt Service Fund, the city can maximize the number of projects being requested without increasing the tax rate.

In Summary

The capital projects included in the bond election authorization recommendation, based on current assumptions, will not cause secondary property tax rates to increase.

Proposed Ballot Questions

The Steering Committee met with the City's bond counsel in January 2025 to review the questions they drafted for the ballot and why they were written as presented. Zach Sakas from Greenberg Traurig, LLP, provided a history of bonds in Arizona and rules set by State statute that must be followed during the bond election process. The Steering Committee had an in depth discussion about keeping the verbiage general as to not limit future City Council's ability to perform and complete projects. Most of the Steering Committee's discussion centered around combining Public Safety - Fire and Public Safety - Police into one question. Historically, the City has not combined those two questions so the Steering Committee chose to keep them separated. On January 29, 2025, the Steering Committee voted unanimously to approve the four questions below to be included on the November 4, 2025 bond election.

GENERAL PROVISIONS FOR THE BOND QUESTIONS

The following are general provisions that apply to the bond questions. Specific information for the authorized purposes is set out in the bond questions.

- The bonds may be issued in one or more series, as tax-exempt or taxable bonds.
- The bonds may be issued in the denomination of $5,000 each or multiples thereof.
- Interest rates may be fixed or variable but shall not exceed eight percent (8.0%) per annum.
- Interest may be evidenced by separate certificates and will be paid on July 1 and January 1 or more frequently.
- The bonds, and any bonds issued to refund the city's bonds, may be sold at prices that include premiums not greater than permitted by law. The bonds may be refunded by the issuance of refunding bonds with a weighted average maturity less than 75% of the weighted average maturity of the bonds being refunded.
- Each series of bonds will mature over a period not to exceed twenty-five (25) years from their date of issuance.
- Bonds will mature on the days of each year determined by the City Council.
- The city may contract for, and may apply bond proceeds to the payment of, letters of credit, surety bonds, lines of credit or other credit or liquidity support in connection with any one or more series of bonds.
- Bond proceeds may be used to pay for all legal, accounting, financial, consulting, architectural, design, engineering and construction management costs, if applicable, and all other costs incurred in connection with the issuance of the bonds and the purposes set forth in the questions.

QUESTION 1

ENHANCE CHANDLER'S PARKS AND RECREATION AMENITIES TO IMPROVE QUALITY OF LIFE IN THE COMMUNITY

Shall the City of Chandler, Arizona, be authorized to issue and sell general obligation bonds of the city in the principal amount not exceeding $158,000,000 to provide funding for community, neighborhood and regional parks, aquatic centers, arts and cultural centers, recreational facilities, buildings and improvements? Projects may include, but are not limited to those intended to:

- Renovate and improve existing neighborhood and community parks, recreational facilities and buildings,
- Design and construct new city parks and recreational facilities, buildings and improvements,
- Construct or improve multi-use fields, playgrounds and other facilities at city parks, which may include Snedigar Sports Complex, Desert Breeze Park, Mesquite Groves Park, and Dr. A.J. Chandler Park, and
- Renovate and improve existing pools and aquatic centers, which may include Folley Pool.

Generated funds will be used to pay for all necessary design, acquisition, construction, reconstruction, improvement, repair, renovation, equipment and installation and associated costs including the acquisition of land or interests therein necessary for such.

These bonds will be issued as general obligation bonds and the issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service on bonds, unless the governing body provides for payment from other sources.

Proposed Ballot Questions

QUESTION 2

KEEP CHANDLER STREETS SAFE AND IMPROVE TRAFFIC FOR CHANDLER RESIDENTS

Shall the City of Chandler, Arizona, be authorized to issue and sell general obligation bonds of the city in the principal amount not exceeding $183,000,000 to provide funding for streets, avenues, alleys, highways, transportation and shared use path improvements, related equipment, technology and communication systems, and traffic signals, signal control systems and signage to keep streets safe and improve traffic flows for city residents? Projects may include, but are not limited to, those intended to:

- **Repave and repair existing streets and intersections in the city,**
- **Improve and repair traffic signals and signal control systems,**
- **Improve city streets, which may include improvements to McQueen and Kyrene Roads,**
- **Improve city intersections, which may include the Arizona Ave./Warner Road intersection and Kyrene Road/ Chandler Blvd. intersection, and**
- **Design and construct shared use paths.**

Generated funds will be used to pay for all necessary design, acquisition, construction, reconstruction, improvement, repair, renovation, equipment and installation and associated costs including the acquisition of land or interests therein necessary for such purposes.

These bonds will be issued as general obligation bonds and the issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service on bonds, unless the governing body provides for payment from other sources.

QUESTION 3

ENHANCE CHANDLER FIRE DEPARTMENT SERVICES AND RESPONSE THROUGH IMPROVED FACILITIES AND EQUIPMENT

Shall the City of Chandler, Arizona, be authorized to issue and sell general obligation bonds of the city in the principal amount not exceeding $88,000,000 to provide funding for public safety and fire facilities and improvements, related equipment, vehicles, technology and communication systems? Projects may include, but are not limited to, those intended to:

- Construct a new city fire station and related public safety facilities,
- Repair and renovate existing city fire stations and related public safety facilities, and
- Acquire emergency vehicles which may include fire engines and ladder trucks.

Generated funds will be used to pay for all necessary design, acquisition, construction, reconstruction, improvement, repair, renovation, equipment and installation and associated costs including the acquisition of land or interests therein necessary for such purposes.

These bonds will be issued as general obligation bonds and the issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service on bonds, unless the governing body provides for payment from other sources.

QUESTION 4

ENHANCE CHANDLER POLICE DEPARTMENT SERVICES AND RESPONSE THROUGH IMPROVED FACILITIES AND EQUIPMENT

Shall the City of Chandler, Arizona, be authorized to issue and sell general obligation bonds of the city in the principal amount not exceeding $46,000,000 to provide funding for public safety and police facilities and improvements, related equipment, vehicles, technology and communication systems? Projects may include, but are not limited to, those intended to:

- **Renovate and improve the city Police main station,**
- **Acquire technology and radio communication equipment to enhance police responsiveness, and**
- **Acquire emergency vehicles.**

Generated funds will be used to pay for all necessary design, acquisition, construction, reconstruction, improvement, repair, renovation, equipment and installation and associated costs including the acquisition of land or interests therein necessary for such purposes.

These bonds will be issued as general obligation bonds and the issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service on bonds, unless the governing body provides for payment from other sources.

Next Steps

Once the Resident Bond Exploratory Steering Committee Executive Summary has presented to City Council, there are certain deadlines that must be met in order for an election to occur on November 4, 2025, as dictated by State statute. The City Council will be reviewing the proposal submitted by the Steering Committee until April 2025. If the City Council accepts the proposal submitted by the Steering Committee, they must call for an election by resolution no later than May 8, 2025. The official ballot language must then be submitted to Maricopa County by June 7, 2025.

Once the ballot language has been submitted, the general public will have the opportunity to write an argument for or against the questions on the ballot. Those pro/con arguments must be filed with the City Clerk no later than August 6, 2025. The City then must mail a sample ballot with the informational pamphlet to all registered Chandler voters by September 23, 2025. If all these deadlines are met, then the election will proceed as planned on November 4, 2025.

Date	Description
February 20, 2025	Bond Steering Committee recommendations report finalized. Briefing to City Council by Steering Committee Chair at Work Session
March - April 2025	City Council discussion of recommendations
May 8, 2025	By resolution the City Council Calls for an Election and approves ballot language
June 7, 2025	Ballot language submitted to Maricopa County
July 7, 2025 - August 6, 2025	Arguments Pro/Con filed with City Clerk
September 23, 2025	Sample Ballot/Informational Pamphlet mailed to voters before election
October 6, 2025	Last day for voters to register for election
October 8, 2025	First day to mail out ballot
November 4, 2025	Election Day
November 24, 2025	Deadline for City Council to canvas the election

Frequently Asked Questions

What are General Obligation Bonds?

General Obligation bonds are funds borrowed by the city for specific public purposes. Bonds enable a city to complete larger projects that would otherwise be unaffordable or unachievable. Authorization to borrow must be approved by voters and are repaid with property tax revenue. The amount of money borrowed, plus interest, is then repaid over a period of time (usually 20 years) using the debt service portion of the City's property tax rate. The last time the City of Chandler held a bond election was in 2021.

If the bonds are approved, will property tax rates go up?

No. In order to achieve no tax rate increase, it requires a balance between assessed values and property tax rates. Projects may be delayed or accelerated depending on changes to assessed values. As debt is paid down, new debt can be added, leaving taxes neutral.

How were the projects selected?

A 31 person Resident Committee was appointed by the Mayor and City Council to review, prioritize, suggest, and recommend bond projects going before the voters. The 31 volunteers met for three to five months obtaining feedback from the community and recommendations from City staff.

If the bonds are approved, how soon will construction begin?

Construction could begin as soon as one year after the election for some projects. Others projects may not be built until five to ten years after the election.

What will happen if the bond questions do not pass?

These projects may remain unfunded and may not be built. Some of the projects may continue forward with a different revenue source. Additionally, many of the projects focus on aging infrastructure which could impact operational costs long-term.

What if all the bond authorization is not used?

Bond authorization never expires. If there is authorization remaining after all the projects are completed, then the City Council can consider other similar projects.

What will be the date of the bond election if called by the City Council?

Election day is on November 4, 2025.


CHANDLER
arizona

Thank You to All Our Residents Who Volunteered Their Time and Talents to this Process

Steering Committee
Jay Tibshraeny, Chair
Garry Hays
Kari Zurn
Nina Mullins
Rick Heumann
Trinity Donovan
Craig Gilbert
Dawn Lang- Staff Liason
Steven Turner- Staff Liaison
Matt Dunbar- Finance Liaison
Tera Scherer- Staff Admin
Matt Burdick- CAPA Staff

Parks and Recreation Subcommittee
Nina Mullins, Chair
Jake Arians
Peppur Chambers
David Gonzales
Jeggy Krishnamurthy
Jacob Marson
Mikayla Qian
John Sefton- Staff Liaison
Kim Moyers- Staff Liaison
Mickey Ohland- Staff Liaison
Sandy Popovich- Staff Admin
Toni Smith- CAPA Staff

Public Works Subcommittee
Rick Heumann, Chair
Chris Dobson
Jennifer Hawkins
Terri Kimble
Spike Lawrence
Duane Lidman
Heidi Paakkonen
John Knudson- Staff Liaison
Ryan Peters- Staff Liaison
Raquel Diaz- Staff Admin
Toni Smith- CAPA Staff

Public Safety Subcommittee
Trinity Donovan, Chair
Bill Crawford
Shannon Portillo
Cicely Rocha-Miller
Charles Schinke
Michael Simon
Nora Ellen
Chief Bryan Chapman- Staff Liaison
Chief Tom Dwiggins- Staff Liaison
Haley Bartosik- Staff Admin
Cassandra Gutenson- Staff Admin
Matt Burdick- CAPA Staff

Facilities, Sustainability, and Technology Subcommittee
Craig Gilbert, Chair
Aarthi D'Costa
Ed Hines
AJ Kurdoglu
Erica Maxwell
Rachna Nath
Larry Rother
Sandip Dholakia- Staff Liaison
Steven Turner- Staff Liaison
Mike Hollingsworth- Staff Liaison
Dani Amaya- Staff Admin
Jennifer Honea- CAPA Staff

ITEM 15

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-072

Date: February 20, 2025
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved

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Attachments

Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved

February 20, 2025

Special Event Liquor and Extensions of Liquor Premises Approvals

Special Event Liquor Licenses

N/A

Temporary Extensions of Liquor License Premises
Organization Name: The Sugar Bar, LLC, DBA The Sugar Bar
Applicant: Kyle Hess
Event Details: 3 Year Anniversary Party, Saturday, March 1, 2025, from 4:00 p.m. until 11:00 p.m.
Location: The Sugar Bar, 960 E. Warner Road, Suite 6

Permanent Extensions of Liquor License Premises
Business Name: Ocean Blue Caribbean Restaurant and Bar, Corporation, DBA Ocean Blue Caribbean Restaurant and Bar
Applicant: Irene Nadgera Singh
Extension Purpose: To add additional seating area on outside patio
Location: Ocean Blue Caribbean Restaurant and Bar, 6140 W. Chandler Boulevard, Suite 3

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. MS 25-075

Date: February 20, 2025
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Christina Pryor, Procurement & Supply Senior Manager
Subject: Contracts and Agreements Administratively Approved, Month of January 2025

Background/Discussion

On November 7, 2022, City Council approved Ordinance No. 5030 amending the Code of the City of Chandler, Chapter 3, raising the threshold for Council approval of contracts and agreements for materials, services, equipment, and construction from $50,000 to $100,000. The threshold for Council approval of contracts and agreements for professional services was raised from $30,000 to $100,000. The changes allow contracts and agreements valued less than $100,000 to be administratively approved. As part of the change, Council requested a monthly summary of contracts and agreements approved under the newly adopted thresholds that would have required Council approval under the pervious thresholds. The attached report summarizes the administratively approved contracts and agreements for materials, services, equipment, and construction valued between $50,000 and $99,999, and professional services valued between $30,000 and $99,999.

Attachments

Contracts and Agreements Administratively Approved

Informational Procurement Council Item – January 2025 Administrative Approvals

Administrative Approval of Contracts and Agreements for Materials, Services, Equipment and Construction Valued Between $50,000 and $99,999 and Professional Services Valued Between $30,000 and $99,999

Agreement No.: 4277
Subject: City Website Hosting Services
Contractor: Pantheon Systems, Inc.
Value: $54,922.84
Notes: Provides for the hosting of the city's chandleraz.gov website.

Agreement No.: CA2501.201
Subject: California Half Street Improvements from Boston Street to Commonwealth Street
Contractor: Dibble & Associates Consulting Engineers, Inc. dba Dibble
Value: $98,580.00
Notes: Design services for California half street improvements from Boston Street to Commonwealth Street.

Agreement No.: ST2103.501
Subject: Ray Road & Dobson Road Improvements
Contractor: Salt River Project
Value: $97,550.00
Notes: Engineering of SRP irrigation facilities.

Agreement No.: ST2502.401
Subject: ADA Ramps at Chandler Boulevard and Comanche Drive
Contractor: DBA Construction, Inc.
Value: $54,902.09
Notes: Construction of ADA ramps at Chandler Boulevard and Comanche Drive.

Agreement No.: WW2210.401
Subject: Price Road Frontage Road Sewer Rehabilitation
Contractor: B & F Contracting, Inc.
Value: $87,514.15
Notes: Additional manhole adjustments on north-bound Price Road.

Contracts or Agreements with Significant (+50%) Price Changes Valued Between $50,000 and $99,999

Agreement No.:
Subject:
Contractor:
Value:
Notes: