

COMMUNICATION FACILITIES



TOWN OF ORO VALLEY
Planning Division

PHONE (520) 229-4800
FAX (520) 742-1022
11000 N. LA CAÑADA DRIVE
ORO VALLEY, AZ 85737

www.ovalleyaz.gov or www.ovalleyDIS.com

TOWN OF ORO VALLEY

SUBMITTAL REQUIREMENTS FOR COMMUNICATION FACILITIES

- _____ Completed application form with original signatures for all applicants

- _____ Written description of the proposed facility including antennas and ground equipment.

- _____ 24 Copies 11x17 of site plan showing location, dimensions of all antennas, towers, equipment structures, parking and setbacks from all property lines and structures.

- _____ 24 Copies 8.5 x 11 of photo simulations, elevations, and details of the antennas and ground equipment.

- _____ Native Plant Salvage and Landscape Plans (waived if collocation).

- _____ R F emissions data and the FCC mandated limits.

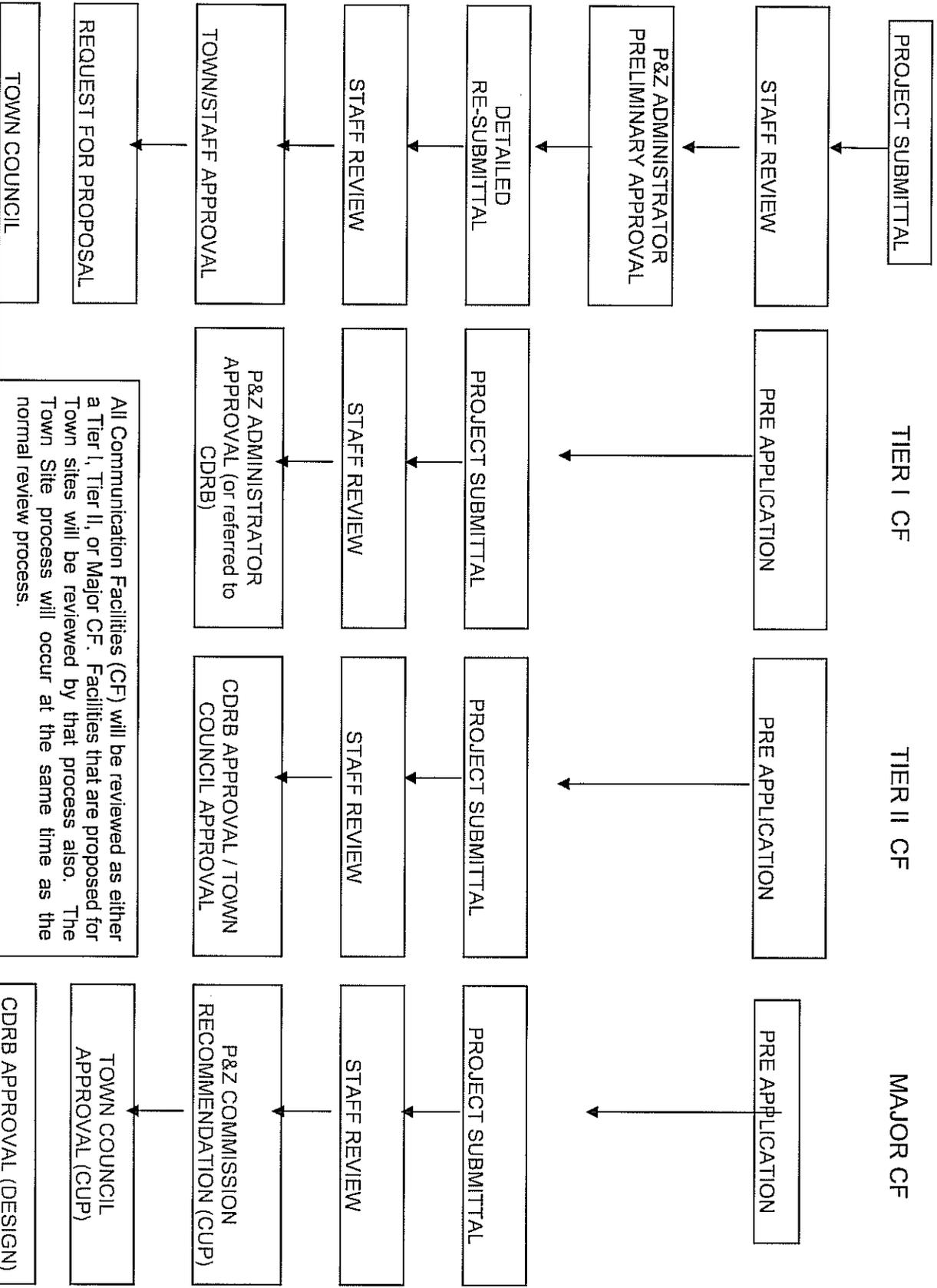
- _____ Providers Communication Plan (Chapter 25.1xi ORZCR)
The Provider Communication Plans shall be utilized to require collocation and/or clustering of new facilities where technically feasible.

- _____ Fees

REVIEW AND APPROVAL PROCESSES FOR COMMUNICATION FACILITIES

TOWN SITE

ALL



All Communication Facilities (CF) will be reviewed as either a Tier I, Tier II, or Major CF. Facilities that are proposed for Town sites will be reviewed by that process also. The Town Site process will occur at the same time as the normal review process.

OVERVIEW OF STANDARDS FOR COMMUNICATION FACILITIES

	Tier I Minor CF	Tier II Minor CF	Major CF
Stealth Application	Shall be constructed using stealth applications that result in the communication facility being entirely indiscernible as a facility because it appears as a functional component of a building, structure, or the landscape.	Shall be constructed using stealth applications that result in the communication facility being incorporated into a building, structure, or the landscape to the greatest extent feasible; however, it remains discernable as a facility.	Shall be constructed using stealth applications that result in the communication facility being incorporated into a building, structure, or the landscape to the greatest extent feasible; however, it remains discernable as a facility.
Facility Height	40 ft	40 ft (50 ft if collocation)	150' in C-1, C-2, and T-P
Collocation	Addition of up to 20% in height (Max 80 ft or the regulated height) Diameter increase up to 60%	Addition of up to 30% in height (Max 80 ft or the regulated height) Diameter increase up to 60%	
No Of Collocations	Unlimited		
Flagpoles Height/ Diameter	1.25 times the height of the nearest structure diameter of 13"		
New Facility Requirements	2 ft for every 1 ft in ht. from buildings 3 ft for every 1 ft in height in TRCOD & ORSCOD		
Accessory Buildings Hv/ Setbacks	18 ft. / underlying zoning		
Public Notification	300 ft	600 ft	600 ft
Parking Space	Exempt	Exempt	1
Distance Between Monopoles	¼ mile (unless within common wall)	¼ mile (unless within common wall)	¼ mile (unless within common wall)
Distance Between Towers	1 mile	1 mile	1 mile
Parks & Open Space	collocated on existing structure or disguised as natural feature Accessory buildings be vaulted or camouflaged as natural feature		



**Development and Infrastructure Services
Planning Division**

11000 N La Cañada Drive, Oro Valley, Arizona 85737 • 520-229-4815 • 520-742-1022 (Fax)

**REQUEST FOR PREAPPLICATION CONFERENCE
COMMUNICATION FACILITIES**

NOTICE TO APPLICANT – It is the applicant/owner’s responsibility to ensure all private rules and regulations of the subdivision are adhered to. Contact your HOA or property management company to determine all applicable requirements. Initials _____

PROJECT DESCRIPTION:

LOCATION: _____

PARCEL #: _____

CIRCLE TYPE OF REQUEST: TIER I TIER II MAJOR FACILITY

APPLICANT NAME / FIRM: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP _____

TELEPHONE NUMBER : _____ FAX NO. _____

E-MAIL ADDRESS: _____

PREAPPLICATION CONFERENCE DATE REQUESTED: _____ (Office use only)

SIGNATURE: _____ DATE: _____

PRINT SIGNATURE: _____

SUBMITTALS MUST BE RECEIVED BY THE PLANNING DEPARTMENT AT LEAST TEN (10) WORKING DAYS IN ADVANCE OF THE DESIRED PREAPPLICATION CONFERENCE DATE.

TWENTY COPIES (20) 11 X 17 (FOLDED DOWN TO 8 1/2 x 11) OF THE PROJECT CONCEPT PLAN, WITH LOCATION MAP.

1/26/2011



**Development and Infrastructure Services
Planning Division**

11000 N La Cañada Drive, Oro Valley, Arizona 85737 • 520-229-4815 • 520-742-1022(Fax)

APPLICATION FORM

NOTICE TO APPLICANT – It is the applicant/owner's responsibility to ensure all private rules and regulations of the subdivision are adhered to. Contact your HOA or property management company to determine all applicable requirements. Initials _____

OV Case # (Office Use Only): _____

Application Type: _____

A. Project Manager/Developer

Name: _____
Firm: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Email: _____

B. Property Owner (s), if more than one owner, attach list

Name: _____
Firm: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Email: _____

C. Subject Property

Parcel/Tax Code: _____
Legal Description/Property Address: _____
Area of property: _____
Existing Zoning: _____ Proposed Zoning: _____
Is Proposed Zoning in conformance with General Plan designation? N/A Yes No
General Plan Designation: _____
Existing Land Use: _____ Proposed Land Use: _____

D. Previous Applications Relating To This Property

OV8- _____ OV9- _____ OV10- _____
OV11- _____ OV12- _____ OV13- _____

E. Reason For Request

This application is true and correct to the best of my knowledge. I am the owner of the above described property or have been authorized by the owner to make this application.

Date

Signature



Development and Infrastructure Services
 11000 N. La Canada Drive, Oro Valley AZ 85737
 Phone: (520) 229-4800 Fax: (520) 742-1022
www.orovalleyaz.gov

APPLICATION FOR DEVELOPMENT REVIEW PROJECT ARCHITECTURE

DATE: _____ OV CASE NO.: _____ (office use only)

PROJECT NAME: _____ SUBDIVISION _____ LOT# _____

LOCATION / ADDRESS: _____ City _____ St _____ Zip _____

ZONING _____ PARCEL NUMBER: _____ LOT SIZE _____

REASON FOR SUBMITTAL: _____

APPLICANT: _____

ADDRESS: _____ City _____ St _____ Zip _____

PHONE NO.: _____ FAX NO.: _____

Email address: _____

PROPERTY OWNER: _____

ADDRESS: _____ City _____ St _____ Zip _____

PHONE NO.: _____ FAX NO.: _____

SIGNATURE: _____ DATE: _____

Submittal Requirements:

- _____ - Fees
- _____ : One copy of 24x36 elevations and floor plan 1/4 or 1/8 scale
- _____ : One copy of 24x36 site plan 40 scale (Custom Lots Only)
- _____ : Typical lot lay out for subdivision
- _____ : Models – Lot fit analysis for subdivisions
- _____ : Electronic submittal in CAD or shp format or pdf form of submittal materials. Submittal will not be accepted with the disk.

Eighteen (18) copies of the following:

- _____ Dimensioned Elevations of all four sides of all buildings and floor plan (11" x 17" format)
Elevation sheet must show wall for screening mechanical equipment
- _____ List square footage of buildings
- _____ Site Plan (11" x 17" format)
- _____ Color chips of body, trim and roof tiles (8 1/2" by 11" format) Commercial and Residential
 this may be included with the elevations if you chose to do so.

- *Applications will not be accepted without all required materials.*
- PLEASE COLLATE AND FOLD SUBMITTAL

TOWN OF ORO VALLEY
 PLANNING & ZONING
 PRE-APPLICATION SUBMITTAL CALENDAR
 "2011"

ALL SUBMITTALS ARE DUE BY NOON

SUBMITTAL DATE	MEETING DATE	SUBMITTAL DATE	MEETING DATE
Thursday	Thursday	Thursday	Thursday
01/06/11	01/20/11	08/18/11	09/01/11
01/13/11	01/27/11	08/25/11	09/08/11
01/20/11	02/03/11	09/01/11	09/15/11
01/27/11	02/10/11	09/08/11	09/22/11
02/03/11	02/17/11	09/15/11	09/29/11
02/10/11	02/24/11	09/22/11	10/06/11
02/17/11	03/03/11	09/29/11	10/13/11
02/24/11	03/10/11	10/06/11	10/20/11
03/03/11	03/17/11	10/13/11	10/27/11
03/10/11	03/31/11	10/20/11	11/03/11
03/17/11	03/31/11	10/27/11	11/10/11
03/24/11	04/07/11	11/03/11	11/17/11
03/31/11	04/14/11	11/10/11	Thanksgiving
04/07/11	04/21/11	11/17/11	12/01/11
04/14/11	04/28/11	Thanksgiving	12/08/11
04/21/11	05/05/11	12/01/11	12/15/11
04/28/11	05/12/11	12/08/11	12/22/11
05/05/11	05/19/11	12/15/11	12/29/11
05/12/11	05/26/11	12/22/11	01/05/12
05/19/11	06/02/11	12/29/11	01/12/11
05/26/11	06/09/11		
06/02/11	06/16/11		
06/09/11	06/23/11		
06/16/11	06/30/11		
06/24/11	07/07/11		
06/30/11	07/14/11		
07/07/11	07/21/11		
07/14/11	07/28/11		
07/21/11	08/04/11		
07/29/11	08/11/11		
08/04/11	08/18/11		
08/11/11	08/25/11		

*Indicates Holiday, submittals are due the day before.

**Meeting Date to be determined

**TOWN OF ORO VALLEY BOARD MEETING SCHEDULE
2011**

TOWN COUNCIL 1st & 3rd Wednesday	P&Z 1st Tuesday	DRB 2nd Tuesday	BOA 4th Tuesday	ART REVIEW COMMITTEE 1st Tuesday
01/05/11 01/19/11	01/04/11	01/11/11	01/25/11	01/04/11
02/03/11 02/16/11	02/01/11	02/08/11	02/22/11	02/01/11
03/02/11 03/16/11	03/01/11	03/08/11	03/22/11	03/01/11
04/06/11 04/20/11	04/05/11	04/12/11	04/26/11	04/05/11
05/04/11 05/18/11	05/03/11	05/10/11	05/24/11	05/03/11
06/01/11 06/15/11	06/07/11	06/14/11	06/28/11	06/07/11
07/06 /11 07/20/11	07/05 /11	07/12/11	07/26/11	07/05/11
Canceled due to summer break	08/02/11	08/09/11	08/23/11	08/02/11
09/07/11 09/21/11	09/06/11	09/13/11	09/27/11	09/06/11
10/05/11 10/19/11	10/04/11	10/11/11	10/25/11	10/04/11
11/02/11 11/16/11	11/01/11	11/08/11	11/22/11	11/01/11
12/07/11 Canceled	12/06/11	12/13/11	12/27/11	12/06/11

Please note: a project cannot go forward to the next review level until all issues have been addressed and approved by the Public Works review manager and project planner.

**Holiday (will need to determine date for meeting) or Election Day (will need to schedule another meeting room)

RESOLUTION NO. (R) 01- 05

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, ESTABLISHING POLICY GUIDELINES AND PROCEDURES FOR THE USE OF TOWN PROPERTY BY COMMUNICATIONS COMPANIES FOR WIRELESS COMMUNICATIONS FACILITIES

WHEREAS, in order to secure the opportunity for the citizens and businesses of the Town of Oro Valley, Arizona to better enjoy the benefits of wireless communications technology and to promote the best interests of the Town, certain policy guidelines and procedures have been prepared, and;

WHEREAS, the installation of wireless communications facilities will enable ease of access to telecommunications options and promote the safety and welfare of the citizens of the community, and;

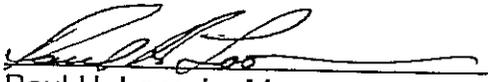
WHEREAS, the communications industry is highly competitive and the establishment of these policy guidelines and procedures will promote fair and open competition for access to Town property, and

WHEREAS, the establishment of policy guidelines in conformity with the Oro Valley Town Code and Zoning Code Revised will promote the orderly installation of wireless communications facilities in harmony with the surrounding character and development standards of the Oro Valley community.

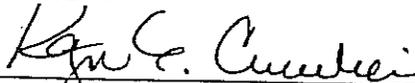
NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, as follows:

The Policy Guidelines and Procedures for the Use of Town Property by Communications Companies for Wireless Communications Facilities attached hereto as "Exhibit A" is approved and adopted.

PASSED by the Council of the Town of Oro Valley, Arizona this 7th day of February, 2001.


Paul H. Loomis, Mayor

ATTEST:


Kathryn Cuvelier, Town Clerk


Dan Dudley, Town Attorney

**TOWN OF ORO VALLEY, ARIZONA
POLICY GUIDELINES AND PROCEDURES
FOR THE USE OF TOWN PROPERTY BY COMMUNICATIONS COMPANIES
FOR WIRELESS COMMUNICATIONS FACILITIES**

In order to secure the opportunity for the citizens and businesses of the Town of Oro Valley, Arizona (the "Town") to better enjoy the benefits of wireless communications and to promote the best interests of the Town, certain policy guidelines and application procedures have been prepared.

The installation of wireless communications facilities will enable ease of access to telecommunications options and promote the safety and welfare of the citizens of the community. The communications industry is highly competitive and the establishment of policy guidelines will promote fair and open competition for access to Town property.

**SECTION 1
POLICY GUIDELINES**

- 1.1 In order to promote the orderly installation of wireless communications facilities that are compatible with the surrounding character of the community, all installations of wireless communications facilities on Town owned property must comply with the development and zoning standards that are outlined in the Oro Valley Town Code and Zoning Code Revised.
- 1.2 Lease Agreements for the use of Town property for wireless communications facilities shall require Town Council approval. Agreements of 30 days or less serving special events may be approved by the administrative authority of the Planning and Zoning Administrator.
- 1.3 The usage of Town owned property shall not interfere with the Town's existing or planned use of the property and shall not pose any safety or security risk to the Town.
- 1.4 The usage shall not interfere with existing or future Town and Public Safety communication networks. Upon request of the Town, the applicant company shall be responsible for demonstrating there is not now nor will not be any frequency interference at any time. The costs of any studies to determine compatibility shall be paid by the applicant company.
- 1.5 Agreements for use of Town property shall be in the form of a lease agreement that does not provide an interest in real property.

1.6 Non-exclusive right of use of Town property. Collocation of facilities is encouraged in order to mitigate the potential proliferation of sites. Upon request of the Town, companies may be required to demonstrate the inability to co-utilize a facility that is currently being utilized as a wireless communications facility by another service provider. All initial Agreements for use of Town owned property selected as a site shall require a formal bidding process.

1.7 Wireless communications facilities shall comply with radio frequency emissions standards as established by the Federal Communications Commission (FCC) and certify same in writing to the Town. The Town shall be immediately notified of any FCC radio frequency emissions violations, the nature of such violations, and the remedial actions taken.

1.8 The Public Works Director or his/her designee shall be responsible for coordinating requests for the use of Town property.

1.9 Request For Proposals (RFP's) and Lease agreements will typically include the following terms and conditions:

- A. A five-year term, with options for a maximum of three additional five-year periods, including 25% fee increases based on the annual fee amount charged for the fifth year of the existing five year period for each option.
- B. Town shall have the unconditional right, with or without cause, to terminate the Lease with one years written notice. Such notice shall not be given prior to one year from the origination date of the Lease.
- C. Fees will be adjusted annually based on annual CPI adjustments (but not decreased). Fees will be standard, but may vary based on the type of cellular installation.
- D. Fees shall be paid monthly or pre-paid in a lump sum for each five-year period. If fees are paid in a lump sum, the Town shall reimburse a remaining portion of the pre-paid fees paid by the company if the Town chooses to cancel the agreement without cause.
- E. Company shall pay for all installation, maintenance and operating costs, and any relocation costs associated with that facility.
- F. Indemnification and liability insurance requirements approved by the Town Attorney.
- G. Company shall be responsible for removal and replacement of its equipment and/or improvements at its cost, upon request by the Town

in order for the Town to replace and/or repair Town owned improvements.

- H. Company ensures that the antenna size and aesthetics of the site reflects the latest technological capabilities of the industry.
- I. Town's current or future communication needs shall take priority over Company's needs. If Company's communication system in any way interferes with Town's communication system(s), Company shall immediately cease operations and take steps to correct the situation. Fees shall not be reduced due to any such interference.

SECTION 2

Application Procedure and Process

- 2.1 Applicant Company initiates the process through preparation of an application form and payment of applicable fees to the Planning and Zoning Administrator identifying the Town property affected and provides preliminary information about its request. This includes a list of any alternative sites considered by the company. If, in the opinion of the Town other sites are less obtrusive to the community, the company is informed that the Town would prefer that the company use the less obtrusive sites.
- 2.2 The Planning and Zoning Administrator conducts a preliminary review of the Town Code to determine if the proposed site is appropriate and contacts affected Town departments. If either the site is not compatible with the Town Code or the contacted department does not concur with the proposed use, the company is informed that the site is not appropriate for the use.
 - The company may appeal the decision to the Town Manager
- 2.3 If the site is deemed feasible, the Town provides specific requirements to the company related to the proposed site and permission for the company's engineers to study the proposed site.
- 2.4 Company provides the Town the following information or other information as requested, which is reviewed by appropriate Town departments for comment and/or concurrence:
 - List of equipment to be installed and schematic drawings of the equipment,
 - Site plan of the proposed installation, which includes method of access, utility plan, antenna/pole dimensions and equipment shelter,
 - Photo simulation of site,

- A list of all frequencies used and upon request the company shall conduct a feasibility study regarding frequency interference if Town deems a potential conflict with Town communication systems may exist, and
 - Such other information as required by Town staff.
- 2.5 The Planning & Zoning Administrator obtains written concurrence from all affected Town departments. The Parks and Recreation Division must concur with requests within Town parks and recreation facilities. The Oro Valley Water Utility must concur with requests on water operation facilities and Public Works must concur with requests on related streets and roadway structures. Concurrence from other departments/divisions may be required.
- 2.6 The detailed submittal approved by the Town will be forwarded to the Public Works Director.
- 2.7 If usage of the site requires a formal bidding process, the Public Works Director will develop a "Request for Proposals" bid package, which includes a requirement that any successful bidder, other than the applicant company, shall reimburse the applicant company specific costs associated with development of the site plan.
- 2.8 The Finance Department and the Town Attorney's Office shall develop an agreement for the site based on this policy and all other relevant information.
- 2.9 The Town Council will consider each proposal and has final approval authority.
- 2.10 If approved by the Town Council, the Town Attorney provides the Company a signed copy of the lease agreement and sets up billing with the Town's Finance Department.
- 2.11 Under the direction of the Public Works Director monitoring of the company's progress towards installation and satisfaction of all other agreement requirements will be assigned as needed.

**REQUEST FOR PROPOSALS
LEASE FOR WIRELESS ANTENNA FACILITY
551 W. LAMBERT LANE
[DATE]**

The Town of Oro Valley invites sealed bids to lease (Exhibit "A") a portion of the Canyon Del Oro (CDO) Riverfront Park on Lambert Lane (551 W. Lambert Lane), Oro Valley, Arizona 85737 to construct and operate a wireless communication antenna facility.

LEASE TERM:

Lease term is for five (5) years, with three (3) additional five (5) year periods for a total of twenty (20) years.

LEASE AREA:

Lease area includes: (1) A light pole to be used for not more than three directional wireless antennas; (2) approximately 525 square feet of land for an equipment shelter housed within a building shared with the Town of Oro Valley for storage; and (3) specific cable routes.

RENT PAYMENTS:

Regular monthly base rent shall be determined by the bid. Bids less than \$1,535 per month will not be accepted. If the lease is extended for an additional period or periods, the base rent shall be automatically adjusted upward for each extension period on the basis of a 25% increase in the base rent then in effect.

IN-KIND RENT:

As in-kind rent, Lessee shall construct or purchase at the same time it constructs tenant improvements: (1) 150 additional square feet to the equipment shelter for use by the Town of Oro Valley for storage; (2) upgraded lights on all existing poles of two soccer/ball fields; and (3) replace a backstop and improve the player "dugout" areas on the first and third base lines of the southeast ballfield. Specifications for in-kind rent items are included on the Site Plan and as Exhibit "D" to the contract.

The full, out-of-pocket cost to Lessee for in-kind rent items shall be credited monthly against the base rent until in-kind rent has been credited in full.

ADDITIONAL TERMS:

The Lessee's interest under the lease is only assignable under certain conditions. Lessee is required to operate the premises 24 hours a day, 7 days a week.

Lessee is required to comply with all applicable laws and regulations. This requirement includes providing to the Town written verification of compliance with FCC regulations regarding radio frequency emissions levels before construction may start, before official operations may begin, prior to any Lease extension, and prior to any equipment upgrades.

The Town must approve all of Lessee's improvements. The maximum height of the light pole shall not exceed 60 feet. Each wireless antenna shall not be larger than eight feet (H) by twelve inches (W) by ten inches (D). The entire array including pole shall have a diameter not to exceed four feet. Lessee shall leave the existing light pole (which Lessee is to replace) up and in operation such that field lighting is preserved without any or minimal interruption. All improvements shall be completed within six (6) months after commencement date of the agreement. All of Lessee's constructed improvements shall become the property of the Town

of Oro Valley, except the telecommunication equipment and equipment shelter. The equipment shelter shall become Town's property fifteen (15) years after commencement date.

The lease area is on a little league baseball field. Lessee must accommodate reasonable use and requests by the Town. Lessee has no exclusive rights to conduct any activity and, with reasonable notice, must allow the co-location of equipment belonging to others unless Lessee can demonstrate that such equipment will unreasonably interfere with Lessee's operation of the communication equipment.

Lessee shall pay and be responsible for all utilities and services necessary for operation of the facility, and will be responsible for all maintenance and repairs to the facility. Town will maintain lights, backstop and player areas.

PRE-BID CONFERENCE:

There will be a pre-bid conference at [time] on [date] at 11,000 N. La Cañada Drive, Oro Valley, AZ 85737. All bidders are urged to attend.

ADDITIONAL INFORMATION:

Preliminary plans have already been prepared and form the basis for this Invitation for Bids. The cost associated with plans preparation, including site acquisition, testing and design is \$18,678.00. If the successful bidder is other than the company which prepared the initial plans, that successful bidder will be required to reimburse \$18,678.00 for the cost of such plans. Reimbursement shall be made within five (5) working days after award of the contract, and the contract language will be amended to include this provision. Notwithstanding the information stated in this paragraph, nothing in this Invitation for Bids should be construed as an obligation on the Town of Oro Valley's part to reimburse any party for any expenses incurred in the development of plans for this project.

The Town of Oro Valley reserves the right to reject any or all bids, and to waive any informality in bids received. Bids received after the opening date and time will not be accepted.

Requests for additional information relating to the terms and conditions of the bid and specifications should be directed to Mr. Bill Jansen, Town Engineer, 11,000 N. La Cañada Drive, Oro Valley, AZ 85737, telephone 520-229-4800. Questions relating to the site should be directed to [name], [title] at [phone]. *Bid packets can be obtained by calling Mr. Jansen.*

The lease becomes binding upon both parties after authorization by the Oro Valley Town Council.

ORAL INSTRUCTION-INTERPRETATION:

The Town of Oro Valley will not be responsible for bidders adjusting their bids based on oral instructions. Bids deviating from the specifications contained herein by any means other than written addendum issued by the Town Engineer or designee will be subject to rejection. The Lease controls any conflict with this Invitation for Bid document.

BID GUARANTEE:

Each bid must be accompanied by a cashier's check made payable to the Town of Oro Valley in the sum of \$8,000.00. Bid guarantee shall be returned within five (5) working days after the Town Council and successful bidder have authorized and executed the lease. Notwithstanding

the previous sentence, if the successful bidder fails to agree to the terms and conditions of the attached lease and subsequent addenda, its bid guarantee will not be returned.

ADDENDA:

Any addendum, issued as a result of any change in this Invitation for Bids, must be acknowledged by attaching signed copies of all addenda to the bid return.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive.

BID SUBMITTAL:

All bids must be submitted on this Invitation for Bids document. A completed, entire document, including acknowledgment of any addenda, must be returned to constitute an acceptable bid. The successful bidder will be required to sign a lease substantially in the form attached and perform all obligations thereunder whether or not otherwise required by the Invitation for Bids.

The original Bid, plus three copies, must be presented in a sealed envelope. Bidders must enter their corporation or business name in the upper left corner of the envelope, and the name of the project in the address portion of the envelope. Any bids that deviate from the requirements of the Invitation for Bids may result in the bid being rejected as non-responsive.

*SEALED BIDS ARE TO BE DELIVERED TO Mr. Bill Jansen, Town Engineer, 11,000 N. La Cañada Drive, ORO VALLEY, AZ. 85737. **BIDS WILL BE OPENED AND READ AS A MATTER OF PUBLIC INFORMATION AT [time] ON [date] AT 11,000 N. La Cañada Drive, ORO VALLEY, ARIZONA 85737.***

RULES:

The successful bidder shall fully comply with all laws, ordinances, rules and regulations of the United States, State of Arizona, County of Pima and the Town of Oro Valley, including specific Town regulations related to building permits and fees, zoning, use permit stipulations and regulations regarding alcoholic beverages, nuisance abatement, immoral conduct, smoking/non-smoking, privilege, and use excise taxes.

BID EVALUATION:

All bidders must be of good moral character and must not have been convicted of a felony or a crime involving moral turpitude in the last ten (10) years. All Bidders must agree to submit to any background checks as determined necessary by the Town.

All bidders must submit evidence that they are fully competent to perform the conditions of the lease and that they have the necessary ability, experience and pecuniary resources to fulfill the conditions and general terms of the lease. To provide the Town of Oro Valley with information on this point, bidders are requested to submit, as part of this bid, information identified in this Invitation for Bids document together with such additional information as may bear on the bid evaluation. Failure to disclose adverse circumstances or information about a bidder amounts to a representation that such adverse circumstances or information does not exist.

Each bidder acknowledges that the Town of Oro Valley will rely on any and all information provided. All information is warranted by the bidder to be true. **Any information, which the**

bidder wishes to remain confidential, should be clearly identified as such on the bid submittal.

Failure to submit a completed Bid, signed Bid Evaluation Sheet and Addenda together with detailed attachments will be grounds for disqualification of the bidder.

Forms and information required for submittal with the Invitation for Bids shall become the property of the Town and will not be returned to the bidder.

WIRELESS TELECOMMUNICATIONS FACILITY LEASE BID
Attach extra sheets as necessary to answer all questions completely.

I. Lease Payments: The minimum acceptable monthly base rental payment is \$1,535.00.

Proposed Monthly Base Rental Payment: _____

II. Site Selection:

Describe why your organization needs a wireless telecommunications site at this location. Include options for other locations and why this is your best option, plus a description of how this site will affect our current and future telecommunication coverage. Include a photo simulation showing the new light pole, antennas and lights, and equipment building relative to the other structures at the premises.

III. Qualifications and Experience of Bidder:

Describe in detail your organization's experience in construction, operation, and management of similar wireless telecommunication sites, including the following information:

- A. A written description of the practical, as well as the legal ownership of the bidder and the persons who have practical control over the bidder.
- B. The name of the individual or organization that will sign the lease with an identification of the legal relationship between the signatory and all other parties mentioned in this section.
- C. Description and status of prior and current projects comparable to that being planned in the Town of Oro Valley, including location, cost, size, sources and other relevant information. Include names and phone numbers for reference purposes.

Please supply the following in the space provided:

Name of Organization: _____

Address of Organization: _____

Date Incorporated: _____ State Incorporated in: _____

President: _____ Treasurer: _____

Managing Officer: _____

Key Contact for Proposal:

Name: _____ Phone: _____

(continued next page)

IV. Financial Status of Bidder:

Provide a certified statement by the appropriate officer or other individual of the net worth of the bidder, which will be evaluated in terms of the bidder's ability to meet the requirements of the lease, including but not limited to the ability to provide in-kind rent items, construct the site and provide necessary insurance. In addition, provide a listing of resolved, unresolved and/or pending litigation within the past ten years, including bankruptcies, defaults on loans or other real estate transactions that involve the bidder or the bidder's officers and principals.

WIRELESS TELECOMMUNICATIONS FACILITY LEASE BID EVALUATION SHEET

Total Possible Score: 100

Name of Evaluator: _____ Total Score: _____

Name of Bidder: _____ Rank: _____

1. Lease Payments: _____ Maximum Pts.: 50 Score: _____

The Minimum acceptable monthly base rental payment is \$1,535.00.

Proposed Monthly Base Rental Payment: _____

2. Site Selection: _____ Maximum Pts.: 20 Score: _____

The Town has a goal to enhance telecommunication throughout the Town. The purpose of this section is to evaluate the bidder's need for the site and the impact the site will have on service to the community.

3. Experience and Qualifications: _____ Maximum Pts.: 15 Score: _____

The purpose of this section is to determine the level of experience and qualifications of bidders. Bidders will be evaluated on a comparative basis, based on the previously described submittal and evaluation criteria.

4. Financial Status: _____ Maximum Pts.: 15 Score: _____

The purpose of this section is to determine the ability of bidders to perform the requirements of the lease. Bidders will be evaluated on a comparative basis, based on the previously described submittal and evaluation criteria.

If this proposal is accepted, I agree to enter into a lease substantially in the form attached, furnish required insurance, and take all further steps necessary to fulfill the lease. I understand that I, the undersigned, am bound by this offer. **Signature on this document is mandatory to be considered as a responsive bid.**

Legal Name of Bidder: _____

A _____ [Corporation, Limited Liability Company, or _____]
State Strike out or fill in as needed.

By: _____

Title: _____

Date: _____

COMMUNICATIONS SITE
LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") is entered into this ____ day of _____, 20__, by and between the Town of Oro Valley, an Arizona Municipal corporation ("TOWN") and _____, a _____ ("Tenant").

1. Property. Subject to the following terms and conditions, TOWN leases to Tenant the property described in attached Exhibit "A" ("Premises"). Town also grants to Tenant a non-exclusive easement during the term of this Lease for ingress, egress, and regress on property described on attached Exhibit "B" ("Easement"). Upon completion of the survey in accordance with Section 7(b) below, the description of the Premises and the description of the Easement in the survey shall be PROVIDED in Exhibit "A" and Exhibit "B", and in the event of any conflict, the description in the survey shall control as the description of the Premises or of the Easement.

2. Use. Tenant shall have the non exclusive right to use the Premises for the purpose of constructing, installing, maintaining, improving and operating, at Tenant's expense, a communications facility, including towers, antennae, buildings and incidental uses (collectively the "Communications Facility") Consistent with all of the applicable ordinances and regulations promulgated by the Town. Town agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits required for Tenant's use of the Premises ("Governmental Approvals").

3. Initial Term. The term of this Lease shall be five (5) years, commencing upon _____ (the "Commencement Date"), and terminating at midnight on _____, 20__, ("Initial Term").

4. Renewal Term. Tenant shall have the right to extend this Lease for three (3) additional terms of five (5) years, each (a "Renewal Term") on the same terms and conditions as set forth in this Lease except that the Rent shall be as specified in paragraph 5(c). This Lease shall automatically be renewed for each successive Renewal Term unless Tenant notifies TOWN of Tenant's intention not to renew the Lease at least 30 days prior to expiration of the then current term.

5. Rent.
(a) Beginning on the Commencement Date, Tenant shall pay Town the sum of _____ Dollars (\$ _____) per month as rental ("Rent"). Rent shall be payable on the first day of each month in advance at Town's notice address as specified below and shall be prorated for any partial month at the commencement or termination of this Lease, based upon the number of days in that month. Tenant shall be entitled to apply dollar for dollar to the first month(s) Rent any Option Fee paid to Town pursuant to an Option to Lease Agreement (if any) and the dollar cost of any improvement to the site that shall remain property of the Town (if any).

(b) In the event of termination by the Town for any reason other than nonpayment of Rent, all prepaid Rent shall be refunded to Tenant.

(c) Rent shall increase at a rate of twenty-five percent (25%) during each Renewal Term ("RT"). If the Commencement Date falls on any day other than the first of the month, Rent escalation shall be applied on the first day of the month following the applicable anniversary of the Commencement Date.

6. Town Representations and Warranties. Town represents and warrants to the best of its

knowledge that (i) Tenant's intended use of the Premises is not prohibited by any covenant, restriction, easement, subdivision rule or other contract which would prohibit Tenant's intended use of the Premises; and (ii) there are no easements, licenses, rights of use or other encumbrances on the Premises which will interfere with Tenant's intended use of the Premises.

7. Conditions Precedent. Tenant's obligation to perform under this Lease shall be subject to and conditioned upon:

(a) Tenant's obtaining, at its option, a title report from a title insurance company of Tenant's choice which must show no defects or restrictions of title or any liens or encumbrances which may adversely affect Tenant's use of the Premises or Tenant's ability to obtain leasehold financing;

(b) Tenant's obtaining, at its option, with Town approval, a survey, soil borings and analysis tests which must show no defects which, in the opinion of the Tenant, may adversely affect Tenant's use of the Premises; and

(c) Tenant's approval of the condition of the Premises, which may be subject to, at Tenant's option, with town approval, an environmental audit of the Premises performed by an environmental consulting firm of Tenant's choice.

If any of these conditions are not satisfied, Tenant shall be relieved of any obligation to perform under this Lease. Town approval relating to the above referenced conditions shall not be unreasonably withheld.

8. Conditions Subsequent. In the event that Tenant's intended use of the Premises is actually prohibited or the Premises are, in Tenant's opinion, unacceptable to Tenant then this Lease shall terminate and be of no further force or effect.

9. Interference.

(a). Town shall not use, nor shall Town permit its Tenants, licensees, invitees or agents to use any portion of the Premises or Easement, or adjoining or proximate property of Town in any way which interferes with the operations of Tenant unless otherwise specifically required under the regulations of the Town. Tenant may enforce this provision at law or in equity.

(b). Tenant agrees to install Equipment only of types and generating frequencies which will not interfere with the communications transmissions of the Town. Tenant shall provide a detailed interference analysis showing potential conflicts between Tenant's frequencies and those of the Town's, including but not limited to Police and Fire protection communications. In the event the Equipment causes such interference, Tenant will take all steps necessary to correct and eliminate the interference. If the interference cannot be eliminated within 24 hours after receipt of written notice from Owner to Tenant, Tenant shall temporarily disconnect the electric power and shut down the Equipment until all interference is remedied (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement or other action taken for the purpose of correcting such interference). If such interference is not corrected within 30 days after receipt of the written notice, Tenant agrees to remove the Equipment from the Premises and this Agreement shall terminate as if by expiration.

10. Improvements; Utilities; Access.

(a) The Communications Facility placed on the Premises shall remain the exclusive property of the Tenant, and Tenant shall have the obligation, to remove the Communications Facility or any portion thereof following any termination of this Lease. Upon termination of this Lease, the light pole, light fixture, perimeter wall and Parks and Recreation storage building constructed by Tenant shall be left undamaged and become the property of the Town.

(b) Town represents that utilities adequate for Tenant's intended use of the Premises are presently available. Further, from time to time, if Tenant shall have the need to install utilities, at Tenant's expense, and/or to improve present utilities on the Premises tenant shall first obtain the appropriate written approval of the Town. Once tenant has obtained the written approval of the Town, Tenant shall have the right to bring utilities under the Premises and the Easement in order to service the Communications Facility throughout the term or any renewal term of this Agreement.

(c) Tenant shall have access to the Premises and the Communications Facility at all times, 24 hours each day, through the access drive presently existing on the Easement subject to OVTC Section 10-1-4. Town shall maintain the access drive in good condition throughout the term of this Lease or any Renewal Term.

(d) Tenant shall coordinate maintenance of the Communications Facility with the Town Parks and Recreation department so that maintenance does not interfere with scheduled park activities.

(e) In the event that the Town Parks and Recreation Department requires maintenance on its light fixture attached to Tenant's Communication Facility, Parks and Recreation shall notify Tenant. Tenant and Parks and Recreation shall coordinate maintenance of the light fixture so that maintenance minimizes any down-time of Tenant's Communication Facility if the Town or the Town's contractor deems it necessary to shut off the power to the facility for such maintenance.

(f) In the event of an emergency, Tenant shall have the right to install emergency power generators and agrees to comply with all environmental regulations regarding such generators.

11. Termination. Except as otherwise provided, this Lease may be terminated, without any penalty or further liability, immediately upon written notice or as otherwise provided below, as follows:

(a) By either party upon a default of any covenant or term of this Lease by the other party which default is not cured within 60 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions of this Lease);

(b) By Tenant if it is unable to obtain or maintain any license, permit or other Governmental Approval necessary to the construction and operation of the Communications Facility or Tenant's business or intended use of the Premises;

(c) By Tenant if the Premises or Communications Facility is damaged so as to hinder the effective use of the Communications Facility in Tenant's judgment or in the event that interference, whether or not from Town's activities or any other source, to transmissions or signals from the Communications Facility, in Tenant's judgment, may not be adequately corrected or eliminated by Tenant;

(d) By Tenant, if, in Tenant's reasonable judgment, network design or technology changes render the Communications Facility obsolete or unnecessary; or

(f) If this lease is terminated for any reason, or is not renewed for any reason, the light pole, light fixture, perimeter wall and Parks and Recreation storage building constructed by Tenant shall be left undamaged and become the property of the Town.

12. Subleases and Licenses. Tenant shall not be permitted to sublease and/or license the premises in whole or in part without the express written approval of the Town.

13. Taxes. Tenant shall pay any personal property taxes assessed on, and/or any portion

of such taxes attributable to, the Communications Facility.

14. Public Liability and Property Damage Insurance. Tenant shall, at Tenant's expense, purchase and maintain in full force and effect throughout the term of this Lease, including any renewals or extensions, such public liability and property damage policies as Tenant may deem necessary. Such policy or policies may be through a blanket policy covering other locations, will provide not less than a combined single limit of \$1,000,000 and will name the Town as additional insured. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town.

Tenant shall, at Tenant's expense, purchase and maintain in full force and effect throughout the term of this Lease, including any renewals or extensions, such public liability and property damage policies as approved by the Town Attorney. Such policy or policies may be through a blanket policy covering other locations, will provide not less than a combined single limit of \$1,000,000 and will name Town as additional insured. The minimum insurance requirements are as follows:

(a) Commercial general liability. Tenant shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 products/completed operations aggregate and a \$2,000,000 general aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this agreement.

The commercial general liability, additional insured endorsement shall include coverage for Tenant's operations and products and completed operations. In addition, such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims.

If required by this agreement the tenant subletting any part of the work, services or operations awarded to the tenant shall purchase and maintain, at all times during prosecution of the work, services or operations under this agreement, an owner's and tenant's protective liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the tenant's work, service or operations under this agreement. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the tenant's commercial general liability insurance.

(b) Professional liability. Tenant will maintain professional liability insurance covering negligent acts, errors, mistakes and omissions arising out of the work or services performed by the tenant, or any person employed by the tenant, with a limit of not less than \$1,000,000 each claim.

(c) Certificates of insurance. Prior to commencing work or services under this agreement, tenant shall furnish the town with certificates of insurance, or formal endorsements as required by the agreement, issued by the tenant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this agreement are in full force and effect. All certificates of insurance shall be identified with project title and town's project number (fill in appropriate information).

d) in the event any insurance policy(ies) required by this Agreement is(are) written on "claims made" basis, coverage shall extend for the duration of the lease as evidenced by annual certificates of insurance. If a policy does expire during the life of the agreement, a renewal certificate must be sent to the town thirty (30) days prior to the expiration date.

(e) cancellation and expiration notice. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the town.

15. Damage, Destruction and Condemnation. If the Premises is damaged or destroyed, condemned in whole or in part, or if a governmental order requires removal of the Improvements, Tenant shall have the right to construct, install, operate, and maintain temporary facilities on the Premises, in a suitable location that does not interfere with repair or reconstruction efforts as may be approved by Town at Town's sole and absolute discretion.

16. Environmental Matters.

(a) Town Obligations. Town represents that, to the best of Town's knowledge, no Hazardous Materials are presently located on the Premises or Easement, and Town agrees that it will provide, at no cost or expense to Tenant, for the removal of any Hazardous Materials if Hazardous Materials are present on the Premises or the Easement prior to the date of this Lease or if Hazardous Materials are brought onto the Premises or Easement by TOWN, its agents, servants, employees, licensees, invitees or contractors. If after Tenant takes possession of the Premises Hazardous Materials are discovered to exist on, under or beneath the Premises that were not the responsibility of Tenant, Tenant may terminate this Lease and Tenant shall owe no further duties, obligations or liability to Town.

(b) Tenant's Obligations. Tenant shall comply with all laws, ordinances, rules, orders or regulations applicable to Hazardous Materials. Tenant shall not use the Premises or the Easement for treatment, storage, transportation to or from, use or disposal of Hazardous Materials (other than petroleum products necessary for the operation of an emergency electrical generator to serve the Communications Facility). Tenant shall be responsible for any expense incident to the abatement or compliance with the requirements of any federal, state or local statutory or regulatory requirements caused, directly or indirectly, by the activities of the Tenant or Tenant's agents, employees or contractors.

As used in this Lease, "Hazardous Materials" shall mean any and all polychlorinated biphenyls, petroleum products, asbestos, urea formaldehyde and other hazardous or toxic materials, wastes or substances, any pollutants, and/or contaminants, or any other similar substances or materials which are defined or identified as such in or regulated by any federal, state or local laws, rules or regulations (whether now existing or hereinafter enacted) pertaining to environmental regulations, containment, cleanup or any judicial or administrative interpretation of such laws, rules or regulations or any substance that after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly through food chains will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities.

17. Hold Harmless. Town agrees to defend, indemnify and hold harmless Tenant from and against any and all claims, costs (including reasonable attorneys fees) and liabilities arising from TOWN's use or occupancy of the Premises, or from TOWN's performance or failure to perform under this Lease, or from any defect in the title to the Premises, or from the presence of any Hazardous Materials on the Premises prior to the Commencement date, or thereafter if brought onto the Premises by Town or Town's agents, employees, licensees, invitees or contractors.

18. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, by certified mail, return receipt requested, or by overnight service having a record of receipt to the addresses indicated below:

If to Town, to:

() _____

Hand Delivery Address (if different):

If to Tenant, to:

ALLTEL Communications of the Southwest Limited Partnership
c/o ALLTEL Communications, Inc.
P.O. Box 2177
Little Rock, AR 72203-2177
Attn: Property Management Dept.
(501) 905-7375

Hand Delivery Address:

ALLTEL Communications of the Southwest Limited Partnership
c/o ALLTEL Communications, Inc.
One Allied Drive
Little Rock, AR 72202
Attn: Property Management Dept.

19. Title. Town warrants it has the full right, power and authority to execute this Lease and that it has good and unencumbered title to the Premises free and clear of any liens, encumbrances or mortgages.

20. Assignment. Tenant may assign this Lease provided Tenant promptly notifies Town in writing of such assignment and the assignment is subject to the provisions of this Lease and said assignment is approved by the Town. Further, Tenant may not grant a security interest in this Lease and the Communications Facility. Tenant shall not mortgage TOWN's property. Town agrees that Tenant shall have the right to mortgage or convey, by deed of trust, deed to secure debt, or other instrument adequate for the purpose of securing any bona fide indebtedness or evidence thereof, this Agreement or the leaseholder's interest created hereby, together with all of the Tenant's right, title, and interest in and to the improvements hereinafter constructed, erected, or placed on the Premises by Tenant.

21. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

22. Waiver of Town Lien. Town hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facility or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

23. Holding Over. In the event Tenant remains in possession of the Premises after the expiration of the Initial Term or a Renewal Term without executing a new Lease, Tenant shall occupy the Premises month-to-month, subject to all of the terms and conditions of this Lease insofar as consistent with such a tenancy.

24. Estoppel. Each party agrees to furnish to the other, within 10 days after request, such truthful estoppel information as the other may reasonably request.

25. Right of First Refusal. Tenant shall have and TOWN hereby gives and grants to Tenant, the right, at Tenant's option, to purchase the Premises or a portion of the Premises, prior

to TOWN selling the Premises, or any portion of the Premises, to another ("First Refusal Option"). Prior to any sale of the Premises or any portion thereof during the term or any Renewal Term of this Lease, Town shall give Tenant written notice, including a copy of the fully executed offer received ("First Refusal Notice"). Tenant may choose to exercise its First Refusal Option by giving Town notice of its intention to purchase the Premises (or the portion under offer) within 30 days of receipt of the First Refusal Notice. Tenant's purchase of the Premises under its First Refusal Option shall be on the same terms and conditions as the offer included with the First Refusal Notice, with the exception that, if the offer proposes a property exchange, Tenant may substitute a cash equivalent for the consideration to be given, and Tenant shall not be required to purchase property other than the Premises and may prorate the purchase price of any offer for the Premises and additional property based upon the square footage or acreage of the Premises compared to the total area to be purchased under the offer. If Tenant does not exercise its First Refusal Option by giving notice as set forth above, then the First Refusal Option shall expire and Town may proceed to sell the Premises upon the terms set forth in the offer included with the First Refusal Notice, provided the sale closes within six months of the date of that offer and provided the sale shall be subject to the terms of this Lease.

26. Miscellaneous.

(a) The prevailing party in any litigation arising under this Lease shall be entitled to its reasonable attorney's fees and court costs.

(b) This Lease constitutes the entire agreement and understanding of Town and Tenant, and supersedes all offers, negotiations and other agreements. Any amendments to said Lease must be in writing and executed by Town and Tenant.

(c) If either Town or Tenant is represented by a real estate broker or agent in this transaction, that party shall be fully responsible for any fees or commission due such broker or agent and shall hold harmless the other party from any such claims arising from execution of this Agreement.

(d) Town agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights under this Lease or Tenant's use of the Premises. Tenant shall record this Lease or a Memorandum of Lease, executed by all parties and the cost of any recording fees shall be paid by Tenant.

(e) This Lease shall be construed in accordance with the laws of the state of Arizona, and the venue for any legal action shall be in the Superior Court of Arizona located in Pima County.

(f) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(g) Each of the undersigned warrants that he or she has the full right, power, and authority to execute this Lease on behalf of the party indicated.

27. Conflict Of Interest. Tenant stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers, and its employees that it will not contract for or accept employment for the performance of any work or services with any work or services with any individual business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this agreement. The provisions of Arizona Revised Statutes, Title 38, Article 5, "conflict of interest of officers and employees," apply to this agreement.

28. Waiver. The failure of either party of this agreement to take affirmative action with respect to any conduct of the other which is in violation of the terms of this agreement shall not be construed as a waiver thereof, a future breach, or subsequent wrongful conduct.

29. Waiver of liability. Neither landlord nor tenant shall be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts or

omissions of other licensees or tower users occupying the communications facility or vandalism or for any structural or power failures or destruction or damage to the communications facility except to the extent caused by the negligence or willful misconduct of such party. Notwithstanding anything to the contrary in this agreement, in no event shall landlord or tenant be liable to the other for, and landlord and tenant each hereby waive the right to recover, incidental, consequential (including lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

THIS COMMUNICATIONS SITE LEASE AGREEMENT CONSTITUTES A PROPOSAL BY TENANT TO LEASE THE PREMISES, AND SHALL NOT BE BINDING UPON TENANT UNTIL SUCH TIME AS IT IS EXECUTED ON BEHALF OF TENANT BY TENANT'S AUTHORIZED REPRESENTATIVE AND DELIVERED TO THE TOWN.

[Remainder Of Page Intentionally Left Blank]

SECRET

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the date and year first written above.

TOWN OF ORO VALLEY:

ALLTEL COMMUNICATIONS OF THE SOUTHWEST, L.P.

By: _____
Mayor Paul H. Loomis

By: _____
James E. McDonald
Vice President, Network Services

Date: _____

Date: _____

ATTEST (if corporation)

ATTEST:

Town Clerk Kathryn E. Cuvelier

WITNESS (if individual or partnership)

APPROVED AS TO FORM:

Town Attorney Dan Dudley

Date: _____

State of _____)
County of _____)

ss.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2002 by _____ who is known to me, or has satisfactorily been identified, as the President/Vice-President of _____, and _____ who is known to me, or has satisfactorily been identified, as the Secretary/Witness for _____, both as duly authorized agents to bind the Contractor.

Notary

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION
OF PROPERTY

The property referred to herein as Premises is located within the parent parcel described as follows:

[Insert legal description from vesting deed]

The premises are located generally as indicated in the sketch attached hereto as Exhibit B. TOWN and Tenant agree that within sixty (60) days following the full execution of the Agreement, Tenant will replace this Exhibit "A" with a revised Exhibit "A" which shall be a surveyed metes and bounds legal description of the Premises, and which shall specifically identify the length and dimension of the Premises upon which Tenant may construct, operate and maintain its Communications Facilities.

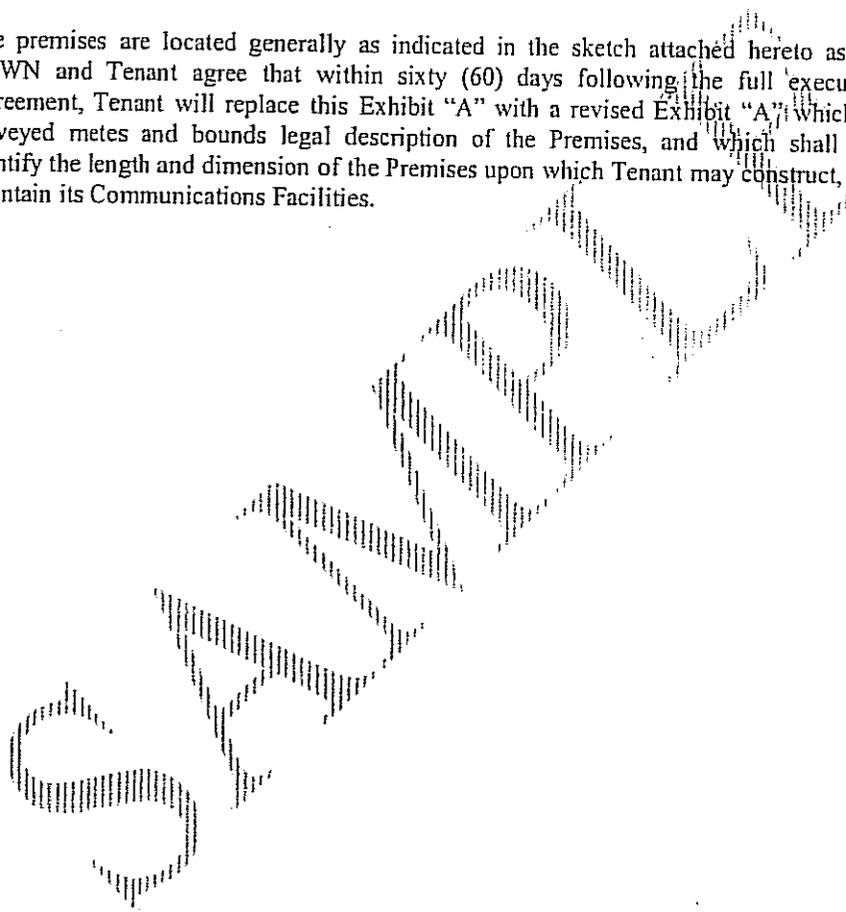


EXHIBIT "B"

LEGAL DESCRIPTION OF
EASEMENT

The Easement for ingress, egress and utilities across the parent parcel described on Exhibit "A" will be ____ feet (____) wide and located within the hatchmarked area on the sketch below. TOWN and Tenant agree that within sixty (60) days following the full execution of the Agreement, Tenant shall replace this Exhibit "B" with a revised Exhibit "B" which shall be a metes and bounds legal description of the ingress, egress and utility easement which will specifically identify the location and dimensions of the aforesaid easement. (THIS SURVEY SHOULD BE MADE WELL BEFORE THIS LEASE IS ENTERED INTO)

[insert sketch showing easement until
receipt of surveyed easement description]

**DIS DEPARTMENT FEE SCHEDULE
REVISED MAY 18, 2011**

GENERAL POLICIES FOR ALL APPLICATIONS

As specified in the OVZCR, all fees must be paid in full prior to acceptance of an application. Fees identified after submittal are due as determined by the Planning and Zoning Director (Public Works Director for rights-of-way fees). All fees must be paid prior to the issuance of permits and/or release of assurances. Bond release inspections may be deducted from the appropriate bond if this is part of the language of the bond.

Charges for partial review of any project will be based on the stage of review and staff time already dedicated to the project. The Planning and Zoning Director may refund up to 80% of the fee.

The Planning & Zoning Director may waive fees if an undue hardship has been created by the Town. All other fee waiver requests must be approved by the Town Council.

Fees will not be applied to applications or events initiated or sponsored by the Planning & Zoning Commission or Town Council.

GIS fees are charged per development project. For example, GIS fees charged for a rezoning would be credited toward the GIS fees specified for a related development plan and/or plat.

Whenever independent consultant review is provided for in the OVZCR (Golf Course Overlay, Communications facilities, Riparian analysis etc.), the applicant must reimburse the Town for all consultant fees incurred.

GENERAL PLAN AMENDMENTS

Minor Map Amendments (Up to 5 Developable Acres)	\$1,800
Each Additional Acre	\$40
Natural Open Space	No Charge
Maximum Fee	\$10,000

Major Map Amendments (Over 5 Developable Acres)	\$2,600
Each Additional Acre	\$40
Natural Open Space	No Charge
Maximum Fee	\$15,000

Text Amendments (1 to 5 Items)	\$900
Each Additional Item	\$100

REZONINGS (not including PADs)

Up to 10 acres of residential or up to 2 acres of commercial	\$3,900
Each Additional Single Family Residential Acre	\$40
Each Additional Multi-Family Residential Acre	\$60
Each Additional Commercial/Industrial Acre	\$100
Natural Open Space	No Charge
Additional GIS Fee if any structure is > 2 stories	\$600
Additional GIS Fee applied to open space trades, grading into 25% slopes or riparian areas	\$100

Maximum Fee	\$35,000
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Change of Conditions/Standards	\$900
---------------------------------------	--------------

Time Extensions	\$600
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**DIS DEPARTMENT FEE SCHEDULE
REVISED MAY 18, 2011**

OVZCR TEXT AMENDMENTS

Text Amendments (1 to 5 Items)	\$1,000
Each Additional Item	\$100

NEW PLANNED AREA DEVELOPMENTS (PAD)

First 20 acres	\$4,800
Each Additional Single Family Residential Acre	\$40
Each Additional Multi-Family Residential Acre	\$60
Each Additional Commercial/Industrial Acre	\$100
Natural Open Space	No Charge
Additional GIS Fee if any structure is > 2 stories	\$600
Additional GIS Fee applied to open space trades, grading into 25% slopes or riparian areas	\$100
Maximum Fee	\$35,000

Recreation areas, golf courses (not including maintenance facilities, etc.) and similar uses are charged at the same rate as single-family.

PAD AMENDMENTS

Map Amendments	
Up to 10 acres of residential or up to 2 acres of commercial	\$2,400
Each Additional Single Family Residential Acre	\$20
Each Additional Multi-Family Residential Acre	\$30
Each Additional Commercial/Industrial Acre	\$50
Natural Open Space	No Charge
Additional GIS Fee if any structure is > 2 stories	\$600
Additional GIS Fee applied to open space trades, grading into 25% slopes or riparian areas	\$100
Maximum Fee	\$10,000
Text Amendments (1 to 5 Items)	
	\$1,300
Each Additional Item	\$100

CONCEPTUAL DESIGN SUBMITTAL (INCLUDES CONCEPTUAL SITE PLAN, CONCEPTUAL ARCHITECTURAL DESIGN PLAN, AND CONCEPTUAL PUBLIC ART PLAN)

Up to 2 acres of commercial or multi-family	\$3,500
Each Additional Developed Acre	\$90
Natural Open Space	No Charge
3rd & Additional Reviews	50% of original plan review fee

FINAL DESIGN SUBMITTAL

Final Plat and Condo Regimes	\$1,000 + \$30/acre
Landscape Plan Review (up to 2 acres)	
Each additional acre	\$1,000
Each additional acre	\$60
3rd & Additional Reviews	50% of original plan review fee
Native Plant Preservation Plan Review (Up to 2 acres)	
Each additional acre	\$1,000
Each additional acre	\$60
3rd and Additional Reviews	50% of original plan review fee
Riparian Mitigation Plan (each 1/2 acre)	\$125 min 1/2 acre

**DIS DEPARTMENT FEE SCHEDULE
REVISED MAY 18, 2011**

Alternative Parking Analysis	\$75
Commercial Architecture (first building pad)	\$270
Additional Building Pads	\$100 per building pad
Public Art Plan	\$220
Additional GIS Fee if any structure is > 2 stories	\$600
Additional GIS Fee applied to open space trades, grading into 25% slopes or riparian areas	\$100
Addressing and Recording	\$35 plus Pima County Fees
Title Report Review Fee	\$200
Drainage Report Review Fee	\$650 + \$20/acre
Archaeology Report Review Fee	\$100
Arizona State Historical Museum (ASHM) Review	Per ASHM Review Fee Schedule
Phase I Environmental Assessment Review	\$100
Traffic Impact Analysis Review	\$100 + \$30/acre
Geological Technical Reports Review	\$100
Map Amendments (per affected lot)	1/2 regular fee
Text Amendments	\$350 per submittal
Addressing and Recording	\$35 plus Pima County Fees
Title Report Review Fee	\$200
CC & R Review	\$500
Assurance Agreement Review	\$500
Substitute Assurances	\$100
3rd & Additional Reviews	50% of original plan review fee
Grading Permits (Type I)	\$470 includes plan review
More than one resubmittal and/or reinspection for previously identified issue	\$74 per additional submittal or site visit
Grading Permits (Type II and III)	1/2% of construction cost or \$500, whichever is greater
Improvement and Other Plans	\$500 + \$200/sheet
3rd & Additional Reviews	50% of Original Plan Review Fee
Stormwater Pollution Prevention Plan Review	\$100 + \$100/sheet
3rd & Additional Reviews	50% of Original Plan Review Fee

SIGNS

(those requiring permits only)

Permanent Signs

Plan Review and Issue Permit (up to 25 sqft)	\$225 per sign permit, per business
each additional square foot	\$2
Review of Sign Package or Sign Criteria	\$350 if required; per sign package or criteria
Electrical and Structural Review & Inspection Fee	Per Building Code
Change of Copy or Repair Permits	25% of the standard permit fee
Reinspections	\$50

Temporary Signs (renewal specifications in OVZCR)

General (unless otherwise specified)	\$50 per sign, per renewal
Model Home Flags	\$50
Open House, Owner	\$25 good for one year, includes ROW permit
Kiosk Signs	per contract
ROW permit (3-day)	\$12
ROW permit (120 consecutive days)	\$375
ROW permit (annual)	\$1,000
Installation Fee (Public Works Dept.)	\$50 for single post sign
	\$100 for double post sign
Materials provided by the T.O.V. Public Works Dept.	At Cost
PAD Exemption (CDRB and Town Council Review)	\$700

**DIS DEPARTMENT FEE SCHEDULE
REVISED MAY 18, 2011**

Master Sign Program (CDRB and Town Council Review)	\$1,000
Plan Check and Resubmittal Fees	25% of the total fee charged
Unauthorized or Illegal Signs	Double permit fee and/or subject of littering penalties
Fees to bring a non-conforming sign into conformance (based on undue hardship or request by the Town)	none

CONDITIONAL USE PERMITS

Conditional Use permit	\$1,000
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MISCELLANEOUS CDRB FEES

Model Homes (first model)	\$220
Additional Models	\$100 per model
Custom Homes, General Architecture, Additions	\$220
Grading Exception	\$1,300
Phased Grading Plan	Included in Plat or Plan Submittal

COMMUNICATION FACILITIES

Tier I	\$700
Tier II - CDRB Review Only	\$1,000
Tier II - Additional Town Council review, if required	\$300
Major	\$1,800

BOARD OF ADJUSTMENT APPLICATION FEES

Variance or Appeal of Decision (1 item; 1 lot) Corporate	\$600
Variance or Appeal of Decision (1 item; 1 lot) Individual	\$150
Fees for each additional, simultaneous variance or appeal	\$100

MISCELLANEOUS PLANNING AND ZONING AND PUBLIC WORKS FEES

Annexation and related Pre-development Agreements	No Charge
GIS Services	\$75 per hour
Floodplain Status Review	\$15
Administrative Review	\$200
Final Plat Scriveners Error	\$100 Each Submission
Minor Land Division	50% of Preliminary and Final Plat Charge
Revisions to Previously Approved Plans	50% of original plan fee/or fee set by Planning & Zoning Director or Public Works Director
Floodplain Use Permit	\$370
Resubmittals Due to a Rejected Certification	\$100
Additional reviews due to failure to address previously specified requirements	\$100 Each application is allotted two reviews (initial and after 1st resubmittal).
Continuance or Postponement due to Applicant	\$200

At applicant's request, due to inadequate re-submittal, etc., once the hearing has been noticed or placed on the agenda.

**DIS DEPARTMENT FEE SCHEDULE
REVISED MAY 18, 2011**

Penalty for Late Payment over 30 days	5% for each 30 days
Interpretation or Zoning Verification	\$100
Special Use Permit	\$370
Appeals to CDRB or Council	\$400
Appeals to Appeals Officer	\$230
Time Extensions (except rezonings)	\$260
Home Occupations (Type I)	No Charge
Home Occupations (Type II)	\$390
Field Inspections (General)	\$40 per hour
Field Inspections (Release of Assurances)	\$150
Each Reinspection	\$35
Pima County Wastewater Review	per Pima County fee schedule
APA Fund Transactions	\$1 per transaction
Rights-of-Way	
ROW Permit	\$50 (includes work in dirt and driveway tie-ins)
Pavement cuts up to 20 sq ft	\$150 (includes permit and inspection fees)
Pavement cuts in excess of 20 sq ft or trenching in the pavement	\$450 (includes permit and inspection fees)

No street cuts shall be allowed for a street which has been constructed, reconstructed or overlaid within the previous 60 months. Major streets will require boring - if boring is not feasible, an asphaltic concrete friction course (ACFC) will be applied to the surface of the roadway for a distance of 500' in each direction from the pavement patch.

DEVELOPMENT AND INFRASTRUCTURE SERVICES COPIES AND PUBLICATIONS FEES

(not including those items in Town Administrative Directive #5)

Copies

Copying Files (sent out)	Cost to Town
Large (D or E) copies	\$1 each
Standard Print (b&w)	\$1 each
Standard Print (color)	\$3 each
Large Standard Map (blue-line)	\$5 each
Large Standard Map (color)	\$10 each

Publications

OVZCR per chapter	\$15 each
OVZCR in Total via Outsourcing	Contractor Fee
General Plan Document	\$40 each

Miscellaneous

Custom Maps/Projects	\$75 per hour & materials
Data Diskette	\$2 each
Create a CD	\$10
Fax Transmissions (10 page limit - send only)	\$1 per page
Photographs	Cost to Town
RUSH Fee (less than 24 hours for more than 30 minutes work)	Additional 50% or cost to Town if sent out
Tape copy of minutes	\$24

ARCHAEOLOGICAL RECORDS OFFICE PROCEDURES

The ASM Archaeological Records Office is open 10am - 3pm M-F to authorized users by appointment ONLY. Call (520) 621-4011 or email azsite@email.arizona.edu to arrange a research visit. Your appointment must be confirmed. First-time users are required to complete the ASM Archaeological Records Use Agreement form.

By law, the ASM is the repository for archaeological information gathered from sites and surveys on state, county, or municipal land. By agreement with the Bureau of Land Management (BLM), the ASM is the public repository for sites on BLM lands. Therefore, when planning to work on state, county, municipal, or BLM lands, always complete a search of the records maintained at the ASM Archaeological Records Office to obtain information on previous work in the area. In addition, the Archaeological Records Office retains many records for compliance work done on federal lands besides the BLM, but it is usually necessary to check relevant U.S. Forest Service (USFS) or National Park Service (NPS) offices to ensure a thorough file search.

If the project area is expected to contain standing historic structures (such as buildings, bridges, dams, etc.) you will also consult the Cultural Resource Inventory at the SHPO (602-542-4009).

Researchers may search the archaeological records themselves or may request that Records Office staff perform the search. On request, the staff will photocopy site cards, reports, and other records.

Archaeological Records Fees

Records Access	No charge
Records Search	\$100.00 minimum (additional fees may apply)
Photocopying	\$0.50 / page
FAX charges	3 pages free, Thereafter \$1.00/page

Permit Fees

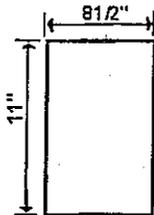
AAA Blanket Permit	No charge
AAA Project-Specific Permit	No charge
Review and Process Project-Specific Permit (<5 working days)	\$500.00
Records Management / Repository Agreement	No charge
Project Registration Fee (survey/nonsite monitoring)	\$20 / person field-day \$85.00 minimum

Make checks payable to The University of Arizona

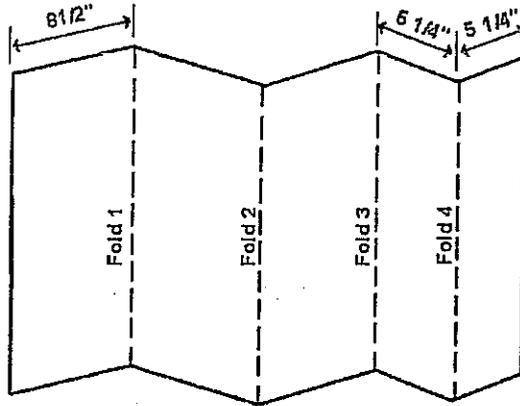
How to Fold a 24" X 36" Map into the Required 8 1/2" X 11" Size

Step 1

Using an 8 1/2" X 11" size sheet of paper as a guide, make folds 1, 2, and 3.



This instruction sheet is 8 1/2" X 11" size.

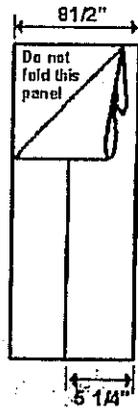


Step 2

Fold the remaining 10 1/2" in half, this completes fold number 4.



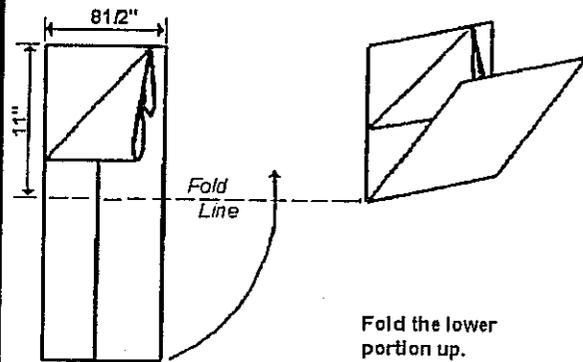
Step 3



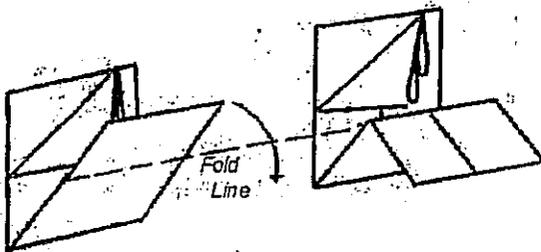
With the 6 1/4" fold to the right

Fold down the corner, all but the last panel.

Step 4

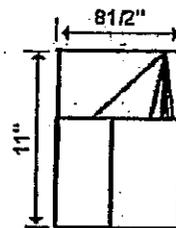


Step 5



Fold the front part in half.

Step 6



The folded part should be 8 1/2" X 11"