

*****DUE TO TOWN HALL CONSTRUCTION, SEATING CAPACITY IS LIMITED TO NO MORE THAN 10 ATTENDEES*****

*****MEETING STREAMED LIVE ON TOWN OF GUADALUPE FACEBOOK PAGE*****

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F. V. Fuerte
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

Agendas/Minutes:
www.guadalupeaz.org

Town Council Chambers
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283
Phone: (480) 730-3080
Fax: (480)-505-5368

NOTICE OF REGULAR MEETING OF THE GUADALUPE TOWN COUNCIL

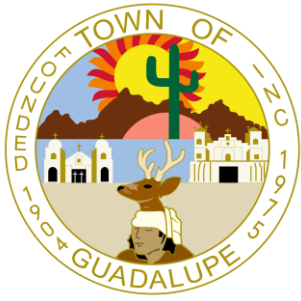
THURSDAY, JANUARY 26, 2023
6:00 P.M.

GUADALUPE TOWN HALL
9241 SOUTH AVENIDA DEL YAQUI, MUSEUM ROOM
GUADALUPE, ARIZONA

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Guadalupe Town Council and to the public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, January 26, 2023, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES
 1. Approval of the January 12, 2023, Town Council Regular Meeting Minutes.
 2. Approval of the January 19, 2023, Town Council Special Meeting Minutes.
- E. CALL TO THE PUBLIC: An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.
- F. MAYOR AND COUNCIL PRESENTATION:
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
 1. **REPRESENTATIVE OSCAR DE LOS SANTOS:** The Honorable State Representative Oscar De Los Santos, District 11, will share key legislative challenges facing the Arizona State Legislature during 2023, Fifty-sixth Legislative First Regular Session.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
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2. **GUADALUPE LIBRARY PROGRAMMING:** Representatives from the Maricopa County Library District - Guadalupe Library will update the Town Council on upcoming library events, programming and services.

3. **PUBLIC HEARING – CONDITIONAL USE PERMIT REQUEST FOR 8215 SOUTH CALLE MOCTEZUMA (CU2023-01):** *(continued from the January 12, 2023 Regular Council Meeting)* Hold a public hearing for a Conditional Use Permit request to locate a mobile home on the property of 8215 South Calle Moctezuma per the Guadalupe Town Code, Section § 154.065 (D) (5). The property is zoned R1-6, Maricopa County Assessor Parcel #APN 301-09-035. The Applicant is Yolanda E. Garcia. Council may provide direction to the Town Manager / Clerk. *(related to G4)*

4. **CONDITIONAL USE PERMIT REQUEST FOR 8215 SOUTH CALLE MOCTEZUMA (CU2023-01):** *(continued from the January 12, 2023 Regular Council Meeting)* Council will consider and may take action to approve or deny a Conditional Use Permit request for a mobile home to be located on the property of 8215 South Calle Moctezuma per the Guadalupe Town Code, Section § 154.065 (D) (5). The property is zoned R1-6, Maricopa County Assessor Parcel #APN 301-09-035. The Applicant is Yolanda E. Garcia. *(related to G3)*

5. **AMENDED AND RESTATED BILLBOARD LICENSE AGREEMENT:** Council will consider and may take action to approve an amended and restated License Agreement (**C2023-01**), in substantially the form of, with CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company, to allow the use of Town owned land, located at the intersection of Calle Bella Vista and Calle Yusucu (APN 301-11-937) for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories. This amended and restated License is for a term of 25 years commencing on January 1, 2024, through December 31, 2049, where the Town will receive \$3,238,597.13 in General Fund revenues through the term of this license agreement. This amended and restated license agreement extends the 20-year original agreement adopted in May 2003. Council may provide direction to the Town Manager / Clerk.

6. **2022 12% REVENUE SHARING GRANT STATUS REPORT:** Council will receive a status report of the 2022 12% Revenue Sharing Grant (gaming grants) requests, which include 17 individual grants for Town services, programs, equipment, and infrastructure needs totaling \$1,017,000. Council may provide direction to the Town Manager / Clerk.

7. **AGREEMENT RELATED TO PERSONNEL MATTER:** Council will consider and may take action to approve an agreement related to Personnel matter (C2023-02). Council may provide direction to the Town Manager / Clerk.

H. TOWN MANAGER/CLERK'S COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



January 26, 2023

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: **January 26, 2023, Town Council Regular Meeting Information Report**

The purpose of this report is to provide brief information regarding each agenda item.

Agenda Items:

D1. JANUARY 12, 2023, REGULAR COUNCIL MEETING MINUTES (PAGES 7 – 12)

D2. JANUARY 19, 2023, SPECIAL COUNCIL MEETING MINUTES (PAGES 13 – 14)

G1. REPRESENTATIVE OSCAR DE LOS SANTOS (NO MATERIAL FOR THIS ITEM): The Honorable State Representative Oscar De Los Santos, District 11, will share key legislative challenges facing the Arizona State Legislature during the 2023, Fifty-sixth Legislative First Regular Session.

G2. MARICOPA COUNTY LIBRARY DISTRICT - GUADALUPE LIBRARY PROGRAMMING (PAGES 15 – 16): Representatives from the Maricopa County Library District – Guadalupe Library will update the Town Council on upcoming library events, services, and programming.

G3. And G4. CONDITIONAL USE PERMIT REQUEST FOR 8215 SOUTH CALLE MOCTEZUMA (CU2023-01) (PAGES 17 – 37): A public hearing is required for conditional use permit requests per Town of Guadalupe Town Code. This request is to locate mobile home on the property at 8215 South Calle Moctezuma, Maricopa County Assessor Parcel #APN 301-09-035, zoned R1-6. The Applicant is Ms. Yolanda E. Garcia.

Town of Guadalupe Town Code, Section 154.065 (D) (5) requires:

§ 154.065 SINGLE-FAMILY RESIDENTIAL DISTRICTS: R-1-9 AND R-1-6.

(D) Conditional uses. The following uses shall be permitted as conditional uses, subject to obtaining a conditional use permit.

(5) One mobile home per lot.

Additionally, the Town set forth further manufactured / mobile home requirements per Town Code §150.21 Dwelling Unit Standards and Resolution 95-19, attached as Manufactured Home Requirements, February 7, 2020.

A conditional use permit is defined as:

§ 154.019 CONDITIONAL USE PERMITS.

(A) Conditional use permits which may be revokable, conditional, or valid for a term period, may be granted only when expressly permitted in the zoning district

herein specified by this chapter and only after the Town Council has filed, in writing, that the granting of such conditional use permit will not be materially detrimental to the public health, safety, and welfare and that the characteristics of the use proposed in such conditional use permits are compatible with the types of uses permitted in the surrounding area.

(B) The burden of proof satisfying these requirements shall rest with the applicant.

(C) In the case where a use permit is conditional upon a time schedule of development, if the property has not been developed within one year or on a schedule agreed upon by the Town Council, the conditional use application shall cease. Any request for an extension to these conditions shall be considered as a new application.

The Town Manager/Clerk has reviewed the conditional use permit application packet for completeness and conformance with the Town Code of Ordinances. The property has been properly posted, a notification of the rezoning request and public hearing has been mailed to property owners located within 150' of the property, and properly advertised in a newspaper per State Statutes. The Applicant has paid all applicable fees. To date, the Town has not received any comment or feedback regarding this rezoning request.

It is recommended that a conditional use permit be approved for the property with the stipulation that requires compliance with all Town manufactured / mobile home requirements as described in Manufactured / Mobile Home Requirements.

G5. AMENDED AND RESTATED BILLBOARD LICENSE AGREEMENT (PAGES 38 – 47): This amended and restated billboard license (C2023-01) with Clear Channel Outdoor, LLC is one of two amended and restated license agreement. This license agreement allows Clear Channel Outdoor, LLC the continued use of a parcel (APN 301-11-937) of Town owned land, located adjacent to the intersection of Calle Bella Vista and Calle Yusucu in the Town of Guadalupe for the purpose of erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories.

The other amended and restated license agreement allowing Clear Channel to operate a billboard pertains to the Town owned property (APN 301-42-033) located adjacent to the intersection of Calle Bella Vista and Calle Carmen. This amended and restated license agreement (C2022-51) was approved by Town Council at the December 8, 2022 Town Council meeting.

Clear Channel has operated, and owned billboards located at these two locations since 2003. Similar to the Calle Carmen location agreement, the Calle Yusucu location amended and restated license is for a 25-year term commencing on January 1, 2024 and terminating on December 31, 2049. During this term, the Town will receive \$3,238,597.13 in General Fund revenues through the Yusucu license agreement. The Calle Carmen amended and restated license agreement will yield \$3,456,558.10 to the General Fund during the 25-year term. The combine revenues from both agreements will total \$6,695,155.23 to the General Fund over the 25-year term.

Both amended and restated license agreements extend the two 20-year original agreements adopted in May 2003 and December 2003 respectively. Key terms are:

- Fixed annual rent 25-year schedule (below) per location
- One-time payment of \$304K upon revising ordinance to allow billboard 75-foot height
- 3% annual inflator for 25 license period.
- No profit sharing, so no need to reconcile their accounting and the Town can budget these dollars.
- First payment is January 2024, syncing the two license terms January 2024 – December 2049.

Staff recommends approval of this amended and restated license agreement.

Fixed annual rent 25-year schedule:

Town of Guadalupe			
	Monthly	Months	Annual
Year 1	\$ 7,303.53	12	\$ 87,642.31
Year 2	\$ 7,522.63	12	\$ 90,271.58
Year 3	\$ 7,748.31	12	\$ 92,979.73
Year 4	\$ 7,980.76	12	\$ 95,769.12
Year 5	\$ 8,220.18	12	\$ 98,642.19
Year 6	\$ 8,466.79	12	\$ 101,601.46
Year 7	\$ 8,720.79	12	\$ 104,649.50
Year 8	\$ 8,982.42	12	\$ 107,788.99
Year 9	\$ 9,251.89	12	\$ 111,022.66
Year 10	\$ 9,529.44	12	\$ 114,353.33
Year 11	\$ 9,815.33	12	\$ 117,783.93
Year 12	\$ 10,109.79	12	\$ 121,317.45
Year 13	\$ 10,413.08	12	\$ 124,956.98
Year 14	\$ 10,725.47	12	\$ 128,705.69
Year 15	\$ 11,047.24	12	\$ 132,566.86
Year 16	\$ 11,378.66	12	\$ 136,543.86
Year 17	\$ 11,720.01	12	\$ 140,640.18
Year 18	\$ 12,071.62	12	\$ 144,859.38
Year 19	\$ 12,433.76	12	\$ 149,205.16
Year 20	\$ 12,806.78	12	\$ 153,681.32
Year 21	\$ 13,190.98	12	\$ 158,291.76
Year 22	\$ 13,586.71	12	\$ 163,040.51
Year 23	\$ 13,994.31	12	\$ 167,931.73
Year 24	\$ 14,414.14	12	\$ 172,969.68
Year 25	\$ 14,846.56	12	\$ 178,158.77
3% Annual Increases			
	Per Sign		\$ 3,195,374.11
	X		2
	Total		\$ 6,390,748.23
	Sign On Bonus +		\$304,407
	Grand Total		\$ 6,695,155.23

G6. 2022 12% REVENUE SHARING REQUEST STATUS REPORT (NO MATERIAL FOR THIS ITEM): The Town Council will receive a status report of the 12% revenue sharing (gaming) grant requests totaling \$1,017,000 submitted to five Native American entities during 2022. These requests were approved by Town Council at the March 24, 2022, Town Council meeting by Resolution and submitted to the five entities in spring of 2022. The requests sought funds for Town services, programs, equipment replacement and maintenance repairs. The 2022 grant funding requests addressed Senior Center renovations, Community Action Program services and assistance, Public Works equipment replacement and maintenance yard repairs, Firefighter safety equipment, Fire Station roof repairs, cemetery repairs and a cemetery flagpole installation.

To date, three grants were received totaling \$188,000 (18%) of the total requests. These three grants are \$72,000 from Ak-Chin Community for Fire Department radio replacements, \$62,000 from Gila River Indian Community for CAP Food Rescue and Home Delivery Support services and from \$54,000 for the Pascua Yaqui Tribe for community and cultural event public safety services. Additionally, grant requests to the Pascua Yaqui Tribe are pending.

A summary of revenue sharing grants received and denied as of January 19, 2023, is as follows:

2022 12% Revenue Sharing Grant Requests	1_19_2023
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Amount	Approve	Deny	% Approved	Service	Request
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Ak-Chin

\$72,000	\$72,000.0		100%	FD	Portable Radio Replacement
\$40,000		\$40,000	0%	CAP	CAP utility assistance
\$15,000		\$15,000	0%	PW	PW - roof replacement for barricade storage/street signs
\$70,000		\$70,000	0%	SC	Senior Center renovation - flooring replacement
\$197,000.0	\$72,000.0	\$125,000.0	37%		

Fort McDowell

\$20,000.0		\$20,000.0	0%	FD	FD ROOF Repair
\$31,000.0		\$31,000.0	0%	Events	Cultural Heritage Events Programming
\$51,000.0	\$0.0	\$51,000.0	0%		

GRIC

\$50,000		\$50,000.0	0%	FD	Cardiac Care - Fire Dept./Public Access Cardiac AED's and Equipment
\$62,000	\$62,000.0		100%	CAP	CAP Food Rescue & Home Delivery Support
\$40,000		\$40,000.0	0%	PW	PW - 2 dump trucks (used) \$20 k each
\$152,000.0	\$62,000.0	\$90,000.0	41%		

PYT

\$120,000		\$120,000.0	0%	FD	Fire Station Renovation: Truck Bays Flooring, Doors, Roof
\$225,000		\$225,000.0	0%	Parks	Beihn Park Restrooms, Ball Park, Playground
\$25,000		\$25,000.0	0%	Cem	Cemetery Flagpoles, Ramada, Gates
\$50,000		\$50,000.0	0%	PW	PW - neighborhood clean up events
\$54,000	\$54,000.0		100%	P. Safety	Public Safety Services - Cultural and Community Events
\$474,000.0	\$54,000.0	\$420,000.0	11%		

TO

\$95,000		\$95,000	0%	FD	Command/Community Service Vehicle
\$28,000		\$28,000	0%	CAP	CAP holiday family meals: Thanksgiving & Christmas
\$20,000		\$20,000	0%	PW	PW - renovation of restroom at maintenance yard
\$143,000.0	\$0.0	\$143,000.0	0%		

2022 Total

\$1,017,000.00	\$188,000.00	\$829,000.00	18%		
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G7. AGREEMENT RELATED TO PERSONNEL MATTER (PAGES 48-51): The Town Council will consider and may take action to approve an agreement related to Personnel matter (C2023-02). Council may provide direction to the Town Manager / Clerk.



Minutes Town Council Regular Meeting January 12, 2023

Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, January 12, 2023, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

A. Mayor Molina called the meeting to order at 6:13 p.m.

B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina and Councilmember Esteban F. V. Fuerte. The following councilmembers participated via video conference: Councilmember Elvira Osuna and Vice Mayor Ricardo Vital.

Councilmembers Absent: Councilmember Joe Sánchez, Councilmember Mary Bravo, Councilmember Anita Cota Soto

Staff Present: Jeff Kulaga – Town Manager / Clerk, David Ledyard– Town Attorney

C. INVOCATION/PLEDGE OF ALLEGIANCE

Councilmember Fuerte provided the invocation. Mayor Molina then led the Pledge of Allegiance.

D. APPROVAL OF MINUTES

1. Approval of the December 8, 2022, Town Council Regular Meeting Minutes.

Motion by Councilmember Fuerte to approve agenda item D1; second by Councilmember Osuna. Motion passed unanimously on a voice vote 4-0.

1. Councilmembers approved the December 8, 2022, Town Council Regular Meeting Minutes.

E. CALL TO THE PUBLIC

Mayor Molina called upon Dr. Octaviana Trujillo to address the Council. Dr. Trujillo was present via Zoom. Dr. Trujillo expressed her concerns regarding a letter she received from the Town of Guadalupe Code enforcer for her property located at 5613 Calle Iglesia. Dr. Trujillo stated her property has been vandalized and she has had issues with people stealing. Dr. Trujillo stated she has a friend who was going to clean the property and be vigilant. Dr. Trujillo stated plans to build something for her family. The only way to do so is to have someone staying there to take care of the property. Dr. Trujillo requested more time to correct the code violation she received. Dr. Trujillo thanked council for their time. Dr. Trujillo stated she wants her property to be safe and not be vandalized.

Mayor Molina stated that the Town Manager Jeff Kulaga and Code Compliance Mike Ritter will be contacting Dr. Trujillo regarding her concerns.



Mayor Molina called upon Antonia Campoy to address the council. Ms. Campoy stated she was here to confirm Dr. Trujillo's concerns regarding the property located at 5613 Calle Iglesia. Ms. Campoy stated there have been stolen items from property, damage to property, and vandalism to the property. Ms. Campoy stated having the friend staying at the property and possibly a fence helps the community and MCSO.

Mayor Molina stated that the Town Manager Jeff Kulaga and Code Compliance Mike Ritter will be contacting Ms. Campoy regarding her concerns.

F. MAYOR and COUNCIL PRESENTATION: None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. TEMPE WATER LINE SYSTEM INSPECTION

Mayor Molina stated that this agenda item is for Representatives from the City of Tempe Water Department to present Tempe's plan to inspect and evaluate all water lines serving Tempe and Guadalupe in compliance with the Environmental Protection Agency (EPA) revised Lead and Copper Rule (LCRR) to protect public health and reduce exposure to lead and copper in drinking water.

Town Manager Jeff Kulaga confirmed a representative from Tempe is in attendance. Mr. Kulaga provided an overview of Tempe's plan to test for lead and copper in drinking water for both Tempe and Guadalupe. Mr. Kulaga discussed there will be instruction on how residents can self-test their pipes. Mr. Kulaga introduced Barbara Chappell with the City of Tempe for further information.

Ms. Chappell discussed Tempe's plan to inspect and evaluate all water lines serving Tempe and Guadalupe in compliance with the Environmental Protection Agency (EPA) revised Lead and Copper Rule (LCRR) to protect public health and reduce exposure to lead and copper in drinking water information provided from EPA and how it could impact the residents of Guadalupe as far as water quality. Ms. Chappell is asking for cooperation from Guadalupe residents to check their own service lines and advise what material it is to complete inventory by end of April 2023. Once that information is provided there may be a need to verify material and obtain authorization to enter private properties on the outside of homes only. This may not be done prior to May or June 2023 as inventory completion should be done by October 2024.

In response to a question by Councilmember Fuerte regarding whether there are any costs to the homeowner if Lead is found in service line, Ms. Chappell confirmed this will be no cost to the homeowner and Tempe will take care of cost for service line required to be replaced.

In response to a question by Mayor Molina regarding when residents call for service will there be a bilingual representative available, Ms. Chappell confirmed they do have bilingual representatives and post card also has Spanish language.

In response to a question by Mayor Molina regarding homes in Guadalupe predate and are in poor shape and residents may not be accepting to door solicitation, Ms. Chappell stated they have come across this in Tempe and that is the reason this verification needs to be completed. Ms. Chappell stated the request for homeowners to do the test themselves is important due to the lack of privacy door solicitation may have. Ms. Chappell stated she will be working directly with the Town of Guadalupe and Town Manager to contact homeowners as best they can, so they aren't knocking on doors and showing up to homeowner's properties. Ms. Chappell stated the struggle will be getting homeowners to agree to replace service lines if required due to public health. Ms. Chappell stated they will hire third party contractors and it will not be city officials going to the properties.



In response to a question by Mayor Molina regarding whether a community member accepts the testing will there be a test provided that is easy to use, Ms. Chappell stated that if a homeowner can do the material verification themselves there will be instructions on how to do so or they can help by sending someone. Ms. Chappell stated if there are additional water quality samples needed, they will provide the kit and ask them to collect sample.

In response to a question by Mayor Molina regarding whether there is an idea with City of Tempe homes what year model homes lead pipes stopped being used, Ms. Chappell stated 1988. Mayor Molina stated majority of homes in Guadalupe were built prior to 1988. Mayor Molina stated she wanted to have an idea of the number of homes being affected. Ms. Chappell stated the Town of Guadalupe is an area of concern and why they want to have homes tested and confirmed.

In response to a question by Mayor Molina regarding if Tempe will be the lead on this and they just need the assistance of the Town of Guadalupe, Ms. Chappell stated yes.

2. **REQUEST TO CONTINUE TO JANUARY 26, 2023;** PUBLIC HEARING – CONDITIONAL USE PERMIT REQUEST FOR 8215 SOUTH CALLE MOCTEZUMA (CU2023-01)

Mayor Molina stated this a public hearing for a Conditional Use Permit request to locate a mobile home on the property of 8215 South Calle Moctezuma per the Guadalupe Town Code, Section § 154.065 (D) (5). The property is zoned R1-6, Maricopa County Assessor Parcel #APN 301-09-035. The Applicant is Yolanda E. Garcia. Council may provide direction to the Town Manager / Clerk.

(related to G3)

Motion by Vice Mayor Vital to open the public hearing; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 4-0.

Mayor Molina opened the public hearing.

Jeff Kulaga, Town Manager / Clerk, stated the applicant is not in attendance.

Mayor Molina requested that Council consider continuing this agenda item as the applicant is not in attendance and Mayor wishes to discuss with applicant.

Town Attorney, David Ledyard stated Mayor could request a continuance to a date that is certain the applicant can attend and avoid reposting the public hearing notice as well as the next item of the conditional use.

Mayor Molina requested that Council consider a continuing agenda items G2 and G3 to the January 26, 2023.

Motion by Vice Mayor Vital to continue this agenda item to January 26, 2023 Regular Council Meeting; second by Councilmember Osuna. Motion passed unanimously on a voice vote 4-0.

Continued to the January 26, 2023, Regular Council Meeting: Hold a public hearing for a Conditional Use Permit request to locate a mobile home on the property of 8215 South Calle Moctezuma per the Guadalupe Town Code, Section § 154.065 (D) (5). The property is zoned R1-6, Maricopa County Assessor Parcel #APN 301-09-035. The Applicant is Yolanda E. Garcia. Council may provide direction to the Town Manager / Clerk.

(related to G3)



3. **REQUEST TO CONTINUE TO JANUARY 26, 2023:** CONDITIONAL USE PERMIT REQUEST FOR 8215 SOUTH CALLE MOCTEZUMA (CU2023-01)

Mayor Molina stated this agenda item is for Council to approve or deny a Conditional Use Permit request for a mobile home to be located on the property of 8215 South Calle Moctezuma per the Guadalupe Town Code, Section § 154.065 (D) (5). The property is zoned R1-6, Maricopa County Assessor Parcel #APN 301-09-035. The Applicant is Yolanda E. Garcia. *(related to G2)*.

Mayor Molina requested that Council consider a continuance to the January 26, 2023, Regular Council Meeting.

Motion by Vice Mayor Vital for to continue this agenda item to January 26, 2023 Regular Council Meeting; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 4-0.

Continued to the January 26, 2023, Regular Council Meeting: Council will consider and may take action to approve or deny a Conditional Use Permit request for a mobile home to be located on the property of 8215 South Calle Moctezuma per the Guadalupe Town Code, Section § 154.065 (D) (5). The property is zoned R1-6, Maricopa County Assessor Parcel #APN 301-09-035. The Applicant is Yolanda E. Garcia. *(related to G2)*

4. MARICOPA COUNTY SHERIFF'S OFFICE UPDATE

Mayor Molina called upon Captain John Bailey with Maricopa County Sheriff's Office (MCSO) to discuss a report regarding current public safety activities in the Town of Guadalupe.

Captain Bailey provided an overview of public safety activities in the Town of Guadalupe. Captain Bailey stated residents are encouraged to contact MCSO via email, phone number, and online. Captain Bailey introduced draft cards and posters with QR codes for non-emergency contact to MCSO.

Mayor Molina stated she would like a monthly appearance from MCSO.

In response to a question by Mayor Molina regarding how MCSO is working with Community Action Program to tackle homelessness because there are constant calls regarding individuals experiencing homelessness having fires at the park, Captain Bailey stated the need for signs at the park to indicate times they can be there and times they cannot is imperative to allow action to be taken.

Mayor Molina stated she would like to set up next date for Coffee with a Cop in February. Mayor Molina stated she likes the idea of the QR Codes around town once Town Logo is provided.

In response to a question by Mayor Molina regarding uptake in graffiti Captain Bailey stated he has not seen an uptake in graffiti reports however he has noticed it driving around town. Captain Bailey stated he has advised his guys to go out and report it however it doesn't seem to bother the community which is concerning.

Mayor Molina stated the cadet program is good to go and there is a space for it. Mayor Molina stated a date is needed to set up the meeting.

Mayor Molina stated MCSO will begin English classes for Spanish speakers. Mayor Molina confirmed space is ready.

Captain Bailey requested a space in Town Hall that is outward facing. Town Manager Jeff Kulaga advised he explore options.



H. TOWN MANAGER/CLERK'S COMMENTS

Jeff Kulaga, Town Manager / Clerk

- Hoped everyone had a good holiday and New Year.
- Thanked PYT in their involvement with successful Navidad Event and is looking forward to next year's Navidad.
- Gave update on sidewalk project completion and re-stripping of speed bumps in Town.
- Gave update on completion of library paint, entryway, and bathroom.
- Gave update on completion of Senior center bathroom, paint, better lighting, improved air conditioning for kitchen, patio, and floor in Multipurpose room.
- Gave update on the Mercado, 3 suites have been renovated with new flooring, ceiling tiles, lighting, paint, and plumbing with Three new tenants.
- Gave update on completion of 30 lights replaced at Town Hall.

I. COUNCILMEMBERS' COMMENTS

Councilmember Osuna

- Thanked staff for their work.

Vice Mayor Vital

- Thanked staff and volunteers for their work.
- Thanked community for coming out to Navidad Event.
- Vaccination clinic next Wednesday from 1p-6p and Saturday 9a-1p.

Councilmember Fuerte

- Tempe/Guadalupe little league is back doing registrations on the 21st , 22nd , 28th , 29th at the fire station from 9am to 11:30 am.

Mayor Molina

- Unity Walk – January 28th at the Tempe Beach Park. Residents are encouraged to come and wear Maroon.
- Congratulated Anthony Flores for being Youth of the Year for The Boys and Girls Club. Invited him to our next Council Meeting to be recognized.
- Congratulated community member JJ Lopez for having an Art Exhibition Saturday, January 14th from 6p-9p at 6437 S Central Ave.
- Saturday, January 14th at 7:30pm Mariachi Benefit Concert at Marcus De Niza. Come Support Guadalupe Students to help get to Florida in March.



J. ADJOURNMENT

Motion by Councilmember Fuerte to adjourn the Regular Council Meeting; second by Vice Mayor Vital. Motion passed unanimously on a voice vote 4-0.

The meeting was adjourned at 6:53 p.m.

Valerie Molina, Mayor

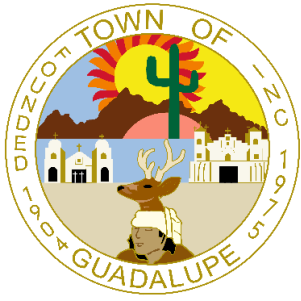
ATTEST:

Jeff Kulaga, Town Manager / Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the October 27, 2022, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Jeff Kulaga, Town Manager / Town Clerk



Minutes Town Council Special Meeting January 19, 2023

Minutes of the Guadalupe Town Council Special Meeting held on Thursday, January 19, 2023, 4:30 p.m., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

A. CALL TO ORDER

Mayor Molina called the meeting to order at 4:31 p.m.

B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina, Vice Mayor Ricardo Vital, Councilmember Mary Bravo, Councilmember Esteban F.V. Fuerte, Councilmember Elvira Osuna, and Councilmember Anita Cota Soto

Councilmembers Absent: Councilmember Joe Sánchez

Staff Present: Jeff Kulaga, Town Manager / Clerk, Rocio Ruiz, Deputy Town Clerk, David Ledyard Town Attorney, Barry Aylstock, Town Attorney, and Chris Anaradian, Consultant

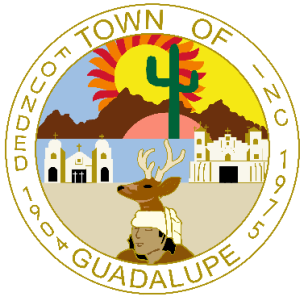
C. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. EXECUTIVE SESSION:

Motion by Councilmember Soto to convene into Executive Session; second by Councilmember Bravo. Motion passed unanimously on a voice vote 6-0.

Councilmembers voted to convene into an executive session, closed to the public, as allowed by ARS 38-431.03 (A) (2) (3) (4) (6) and (7) concerning the use, rental, and possible disposition of certain real estate owned or controlled by the Town of Guadalupe and any confidential records related thereto; and legal advice concerning the following topics:

- a. Town-owned Property Appraisals
 - i. NEC Avenida del Yaqui & Calle Guadalupe
 - ii. 9050 S. Avenida del Yaqui
 - iii. NWC Avenida del Yaqui & Calle Guadalupe
 - iv. 9241 S. Avenida del Yaqui
- b. Right of Way Acquisition
- c. Business License - 8045 S. Avenida del Yaqui
- d. Code Enforcement
- e. Rental/Leasing of Town owned property
 - i. NEC Avenida del Yaqui & Calle Guadalupe
 - ii. 9050 S. Avenida del Yaqui
 - iii. NWC Avenida del Yaqui & Calle Guadalupe
 - iv. 9241 S. Avenida del Yaqui
- f. Personnel / Employee Agreement



D. ADJOURNMENT

Motion by Councilmember Cota Soto to adjourn the Special Council Meeting; second by Councilmember Osuna. Motion passed unanimously on a voice vote 6-0.

The meeting was adjourned at 6:59 p.m.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the November 10, 2022, Town of Guadalupe, Town Council Special Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Jeff Kulaga, Town Manager / Town Clerk



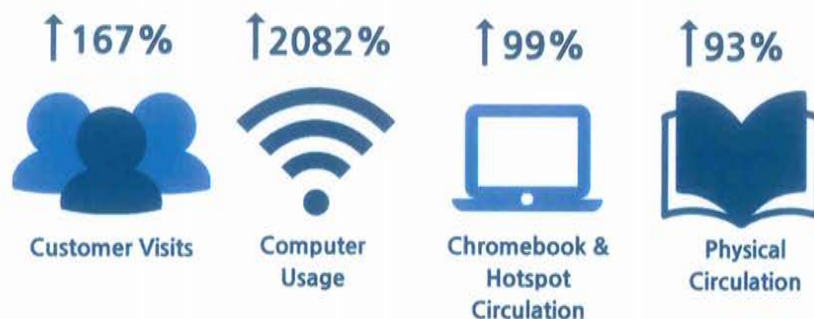
Maricopa County
Library District

October 12, 2022

Valerie Molina, Mayor
9241 S Avenida del Yaqui
Guadalupe, AZ 85283

Dear Mayor Molina,

I am happy to share the attached report with you highlighting the impact of the Guadalupe Library during the 2021-2022 fiscal year. Over the last year, we've seen the community coming back to the library at pre-pandemic levels with significant increases in customer visits, checkouts and technology usage.



As we see the impact of rising inflation on the residents of Maricopa County, the value of a library card is more apparent than ever. Your continued commitment to a quality public library is a direct investment in building a creative and innovative future for the Guadalupe community. I look forward to another year of working together to educate, entertain, and advance your community.

If you have any questions, please don't hesitate to give me a call at (602) 652-3030.

Regards,

Jeremy Reeder
Director/County Librarian

cc: *Jeff Kulaga, Town Manager*
Maren Hunt, East Region Manager
Andrea Castaneda, Guadalupe Library Manager



Maricopa County
Library District

LIBRARY STATISTICS / Fiscal Year 2021-2022	GUADALUPE	DISTRICT
--	-----------	----------

MATERIALS -

Physical Items in Collection	9,577	671,795
Physical Circulation	25,112	5,332,693
EMedia Items in Collection (EBooks, EMovies, EAudiobooks, EMusic, EMagazines)		15,109,853
EMedia Circulation (Streaming, Downloads)		2,543,631
ELearning Uses (Gale Courses, Rocket Languages, Morningstar, Value Line, Learning Express)		368,567
EResearch Uses (Searches/Retrievals on various databases)		446,660
Library of Things Circulation (Citizen Science kits, Culture Passes, Seed Libraries, Ukuleles, Telescopes)		10,610

PROGRAMMING -

Summer Reading Program Participants	144	17,250
Adult Winter Reading Program Participants	33	1,449
Number of Youth In Library Programs (Suspended 3/15/2020 – 12/1/2021)		
Youth In Library Program Attendance (Suspended 3/15/2020 – 12/1/2021)		
Number of Youth Virtual Programs (7/1/2021 – 6/30/2022)		1,058
Youth Virtual Program Views		84,702
Number of Adult In Library Programs (Suspended 3/15/2020 – 12/1/2021)		
Adult In Library Program Attendance (Suspended 3/15/2020 – 12/1/2021)		
Number of Adult Virtual Programs (7/1/2021 – 6/30/2022)		1,220
Adult Virtual Program Views		11,093
Volunteer Hours (Suspended 3/15/2020 – Reinstated 6/7/2021)	65	5,969
Book-A-Librarian Appointments		1,649
Passive In-Library Program/Programs in a Bag (Takeaway kits with program supplies)		148,090

COMPUTERS -

Number of Public Computers	14	465
Total Computer Usage Hours (Suspended 3/15/2020 – Reinstated 6/7/2021)	2,400	111,828
Number of Wireless Users		111,629
Chromebook and Hotspot Circulation (Began circulating 2/22/2021)	485	5,411
Total Chromebook and Hotspot Data Usage (Terabytes)		220

CUSTOMERS -

Customer Visits (7/1/2021 – 6/30/2022)	22,361	1,678,660
Website Visits		6,188,824
Active Cardholders	987	126,956

FINANCE -

Operating Expenditures	\$ 431,361	
------------------------	------------	--

received 7/25/2022

CU2022-02

PLANNING & ZONING APPLICATION
FOR: VARIANCE, CONDITIONAL USE OR ZONING CHANGE

1. Please complete this application and attach all required items as outlined.
2. Once submitted, please allow a minimum of two weeks for staff to review and determine when submittal is complete or additional information/material is needed.
3. Once application is determined complete and acceptable, staff will schedule a public hearing.
4. Complete/accepted application must be submitted to the Town Clerk in final form no less than the scheduled Town council meeting. **Applicant must attend all public hearings/meetings.**

GENERAL INFORMATION:

Project name: Manufactured Home (private prop.)
 Existing use of property: Empty land
 Proposed use of property: Fam. Home
 Existing zoning: R1-G Requested zoning (if applicable): _____

PROPERTY INFORMATION:

Address: 8215 Cll Moctezuma Guadalupe AZ
 Legal Description*: Section 5 Township 1S Range 4E
 Maricopa County Assessor's Parcel Number (APN)*: 301-09-035
 Subdivision Name & Lot # (if applicable/available): Solares Addition
 *Available at: <https://mcassessor.maricopa.gov/>

APPLICANT INFORMATION:

Name: Yolanda E Garcia
 Mailing Address: 2340 E University Dr. #180
 Contact phone #: 602 250 0915 Email: 16smochis0128@gmail.com
 Status (owner, agent, lessee, etc): Owner

APPLICATION MUST INCLUDE THE FOLLOWING (per Town Code 154.036):

- Filing fee(s) (as outlined on page 2) – attach
- Legal description – attach
- Letter of explanation – complete page 3
- Plot plan – attach *Dibio Mapa en Times office 2552 frente 7 ptes todas 10*
- Site plan (drawn to scale, showing what is planned for the property, including lot dimensions, existing and proposed buildings, etc.) – attach
- Vicinity map of property owners within 150' of property – attach
- Mailing labels (Name/Address) for property owners within 150' of property – attach *entregar!*
- Proof of property ownership

Dibio Mapa en Times office 2552 frente 7 ptes todas 10
comp labels me no incluye

TYPE OF REQUEST:

CONDITIONAL USE PERMIT

VARIANCE FOR (CHECK ALL THAT APPLY):

Lot width

Lot depth

Building height

Front setback

Rear setback

Sideyard setback

ZONING CHANGE – AMENDMENT TO THE ZONING MAP FOR:

Single-family Residential

Multi-family Residential, Commercial, or Industrial Districts

Planned Area Development

PROPERTY OWNER: *(If different from Applicant, complete the Property Owner Authorization statement below. Property owner's signature must be notarized. For more than one owner, attach a separate sheet with notarized signatures, names and addresses.)*

Name: _____

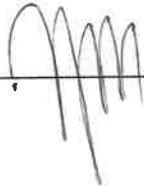
Mailing Address: _____

Phone #: _____

Email: _____

PROPERTY OWNER AUTHORIZATION:

I hereby authorize _____ to file this application and act on my behalf in regard to this application.



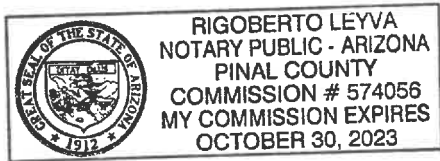
(Signature)

07-25-2022

(Date)

Notary (Rezoning Applications Only)

The State of ARIZONA County of MARICOPA
Subscribed, sworn to and acknowledged before me by YOLANDA E GARCIA, the principal,
and subscribed and sworn to me by _____, the witness, this 25th day of
July (month), 2022 (year).



(signed)



RIGOBERTO LEYVA

(Notary Public)

LETTER OF EXPLANATION:

Briefly describe the nature and intent of the proposed development and reasons justifying the request. Include references to effects on surrounding neighborhoods and the town at large.

^{Y.G. for MH}
Build a Home to Live
P

FEE SCHEDULE:

Type of Application	Fee	Calculate Fees
Appeals of administrative decisions	\$25	
Site plan review application	\$50	
Amendments to the Zoning Map for:		
Continued items, continued at the request of the applicant after the property has been posted and public hearing notices are mailed	\$25	
Multi-family residential, commercial and industrial districts	\$400	
Planned area development	\$400	
Single-family residential	\$100	
Site plan review application	\$50 + \$25/acre for each acre over one	
* Conditional Use Permits		
Manufactured homes	\$50	50.00
All other	\$50	
Variances		
Single-family residential	\$50	
All other	\$50	
TOTAL		50.00

pd. 7/25/22
630667

APPLICANT SIGNATURE:

 (Signature) 07-25-2022 (Date)

STAFF USE ONLY

Town of Guadalupe Review Process

Case# _____

Zoning District: _____

Date of Application: _____

Fee: _____

Accepted by: _____

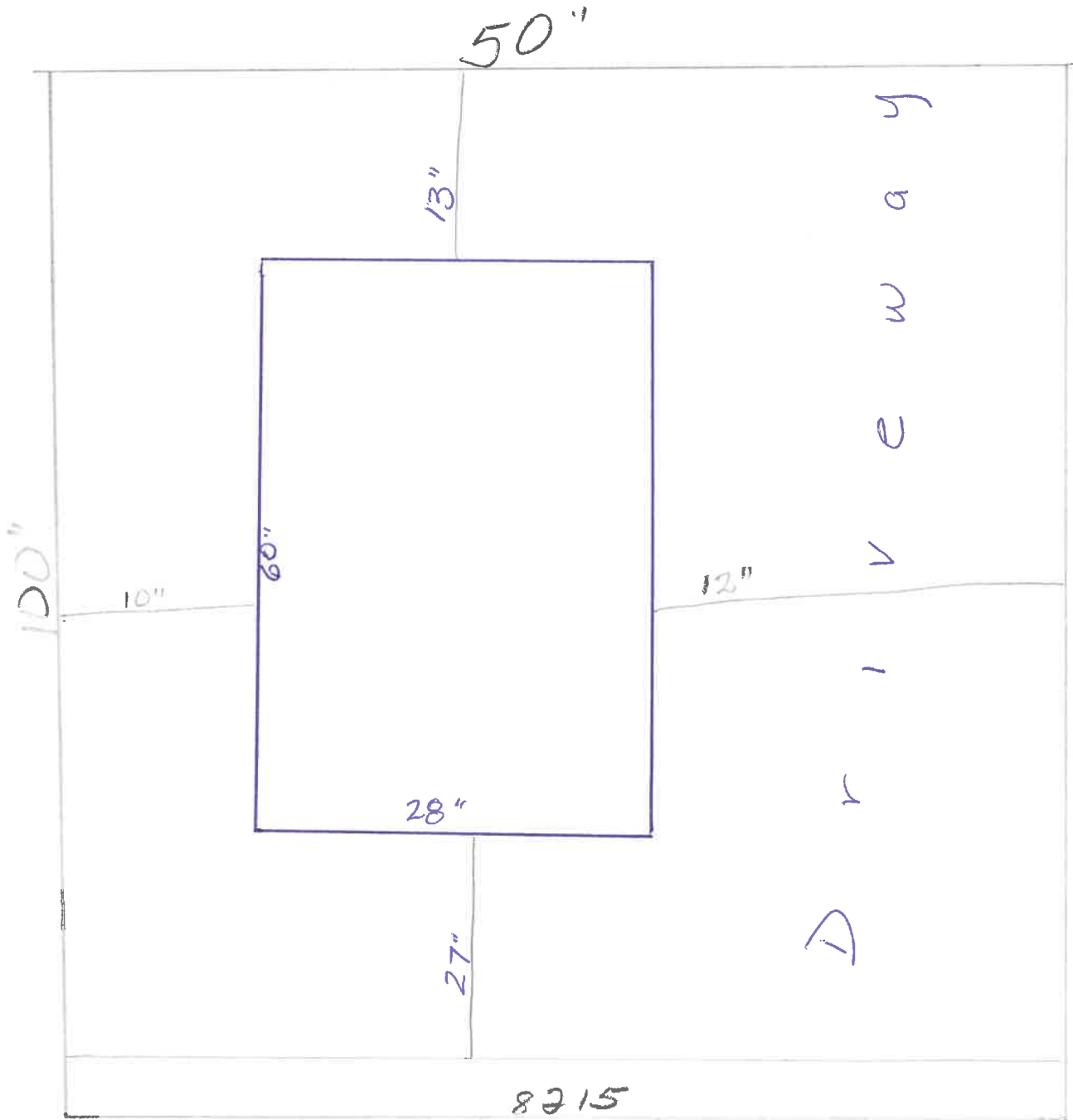
Date Application Deemed Acceptable by Staff: _____

Date of Legal Advertisement: _____

Date(s) of Public Hearing(s): _____

Council Decision: _____

8215 Calle Motezuma
Guadalupe, Az.

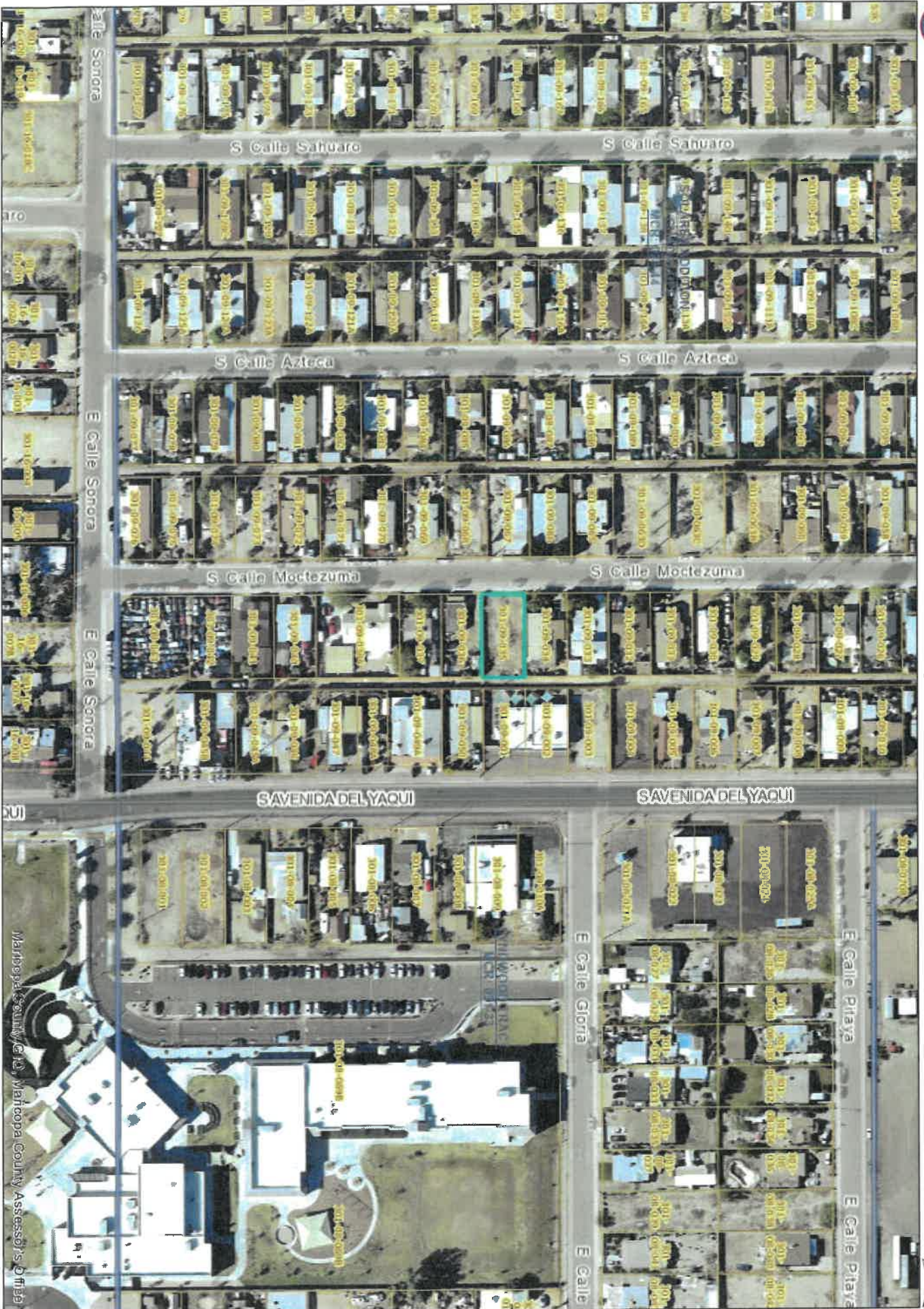


calle Motezuma



Map





Map

Maricopa County, AZ, Maricopa County Assessor's Office

MARTINEZ PETE T & GLORIA C
8211 S CALLE MOCTEZUMA
GUADALUPE 85283

CHACON LEONEL/LIBRADA V
8207 S CALLE MOCTEZUMA
GUADALUPE 85283

CANO MARY HELEN/ENRIQUE H
8203 S CALLE MOCTEZUMA
GUADALUPE 85283

PASCUA YAQUI TRIBE
4720 W CALLE TETAKUSIM
TUCSON, AZ 85757

COSTELO MARY ANN
8206 S CALLE MOCTEZUMA
GUADALUPE 85283

MARTINEZ FERNANDO G & ANTONIA R
8210 S CALLE MOCTEZUMA
GUADALUPE 85283

HOLGUIN BENITO D & CONCEPCION
8214 S CALLE MOCTEZUMA
GUADALUPE 85283

PADILLA MARINA CONTRERAS/PORFIE
8218 S CALLE MOCTEZUMA
GUADALUPE 85283

RODRIGUEZ RITA MORI
8222 S CALLE MOCTEZUMA
GUADALUPE 85283

ORTEGA FRANCISCO S & AMELIA R
8223 S CALLE MOCTEZUMA
GUADALUPE 85283

LOPEZ RITA V
8219 S CALLE MOCTEZUMA
GUADALUPE 85283

I saved
these under
the common
drive 8219

Recorded at the Request of:
WFG National Title Insurance Company

15
HO:

When Recorded, Mail To:

Yolanda Morales
2340 E University Dr #11
Tempe, AZ 85281

Order No: 19-359146

Warranty Deed

For the consideration of Ten Dollars, and other valuable consideration, I, or we,

Joe C. Valdez, a married man, as his separate property


do/does hereby convey to

Yolanda Morales, a single woman aka
Yolanda Garcia Morales
the following real property located in Maricopa County, Arizona:

See legal description "Exhibit A" attached hereto and made a part hereof.

Subject to current taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the title against all persons whomsoever.


Dated this 22nd day of October, 2019



Joe C. Valdez

STATE OF ARIZONA
COUNTY OF MARICOPA

This instrument was acknowledged before me this 22 day of October, 2019 by Joe C. Valdez.



Notary Public
My Commission Expires: 9/2/2023



CHARLEE WOOD
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 569079
Expires September 2, 2023

EXHIBIT "A"
Legal Description

LOT 34, BLOCK 1, SOLARES ADDITION TO GUADALUPE, COUNTY OF MARICOPA, STATE OF ARIZONA AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER, MERICOPA COUNTY, STATE OF ARIZONA, IN BOOK 28 OF MAPS, PAGE 44.

APN: 301-09-035

ARIZONA CERTIFICATE OF TITLE



Motor Vehicle Division

48-7200-R01/16 azdot.gov

Vehicle Identification Number

CAVAZD881033X

First Registered

List Price

016387

Year

1989

Make

CAVCO

Model

UNK

Body Style

MH

Unit Number

14X60

Inventory Control

42797012

**BAYSHORE AMC HOMES AZ LLC
31200 NORTHEASTERN HWY
FARMINGTON HILLS MI 48334**

Title Number

MH000021651

Previous Title Number

R1YC891070022

State

AZ

Issue Date

01/14/2021

Issue Date

04/18/1989

Film Number

Previous Film Number

Odometer Reading (no tenths) *

A - Actual Mileage
B - Mileage in excess of the odometer mechanical limits
C - NOT Actual Mileage, WARNING ODOMETER DISCREPANCY

Arizona Brands

Previous Brand

State Previous Brand

State Previous Brand

State Other States With Brand

Owners/Lessees

**BAYSHORE AMC HOMES AZ LLC
31200 NORTHEASTERN HWY FARMINGTON HILLS MI 48334**

Lienholder(s), as of print date. (Additional liens may exist. Check Motor Vehicle Inquiry on <https://servicearizona.com> to find all current liens.)

LIEN RELEASE

Lienholder Name		Lien Amount		Lienholder Signature		Date		Notary Public Signature		County		State		Commission Expires	
-----------------	--	-------------	--	----------------------	--	------	--	-------------------------	--	--------	--	-------	--	--------------------	--

VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED

Yolanda Garcia: Manufactures Home Proposal – 8215 S. Calle Moctezuma

HUD Certification: ARZ 099048



Manufactured Home Requirements

1. Per the Town of Guadalupe Town Code of Ordinances, § 150.21 DWELLING UNIT STANDARDS, the definition of a manufactured home is: Includes a structure (built in accordance with the National Manufactured Home Construction and Safety Standards Act of 1974, 42 U.S.C. §§ 5401 et seq. and Title VI of the Housing and Community Development Act of 1974, Pub. Law 93-383, 42 U.S.C. §§ 13611 et seq. as amended by Pub. Laws 95-128, 95-557, 96-153, and 96-339), transportable in one or more sections, which in the traveling mode is eight body feet or more in width or 40 body feet or more in length, or, when erected on site is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein.
2. Property owner or representative is required to obtain a Conditional Use Permit to locate a manufactured home on a lot. Application processing time is approximately 60 days and includes a public hearing before the Guadalupe Town Council. Application fee is \$50. If the property owner or representative requests a continuance of the public hearing, there is a \$25 fee, per occurrence.
3. After a Conditional Use Permit has been approved by the Town Council, the property owner or applicant is required to obtain a building permit from the Town of Guadalupe. Building permit fees are based upon the value of the manufactured home; and, includes a sewer connection fee of \$750.

Additional requirements include:

- Per Resolution No. 95-19, manufactured homes may not be placed on any lot having frontage on Avenida del Yaqui and Guadalupe Road; and, manufactured homes must be owner occupied.
- Manufactured homes must be ground set on permanent foundation, per detail included in this packet or an engineer stamped and approved foundation plan submitted to the building inspector.
- Manufactured homes must have installation instructions submitted with the building permit that meet Title 24 Housing and Urban Development Subpart A- 3285.2 from the Office of Manufactured Housing.
- Manufactured homes are subject to water meter fees that are assessed by the City of Tempe.
- Electrical panels must be inspected by the Town of Guadalupe and Salt River Project.
- Manufactured homes must meet all minimum yard setbacks within the zoning district, including patios and carports.
- Manufactured homes shall have an affixed decal certifying that the dwelling unit has been inspected and constructed in accordance with the requirements of the United States Department of Housing and Urban Development.
- Modifications to manufactured homes are prohibited.
- The Town of Guadalupe must issue a Certificate of Occupancy prior to the manufactured home becoming occupied.

8215 S. Calle Moctezuma

Notification: 150-foot requirement





8215 S. Calle Moctezuma – Conditional Use Permit Request



8215 S. Calle Moctezuma

Zoning: R1-6

Lot Size: 5005 Sq ft.

Seeking Conditional Use Permit for Manufactured Home



8215 S. Calle Moctezuma – Conditional Use Permit Request³²

§ 154.065 SINGLE-FAMILY RESIDENTIAL DISTRICTS: R-1-9 AND R-1-6.

The composition of the districts listed above shall be as follows.

(A) *Intent.* The single-family residential districts are intended to provide for low density, detached housing in the R-1-9 district and medium density, detached housing in the R-1-6 District.

(B) *Permitted uses.*

(1) One-family dwelling

(D) ***Conditional uses.*** The following uses shall be permitted as conditional uses, subject to obtaining a conditional use permit.

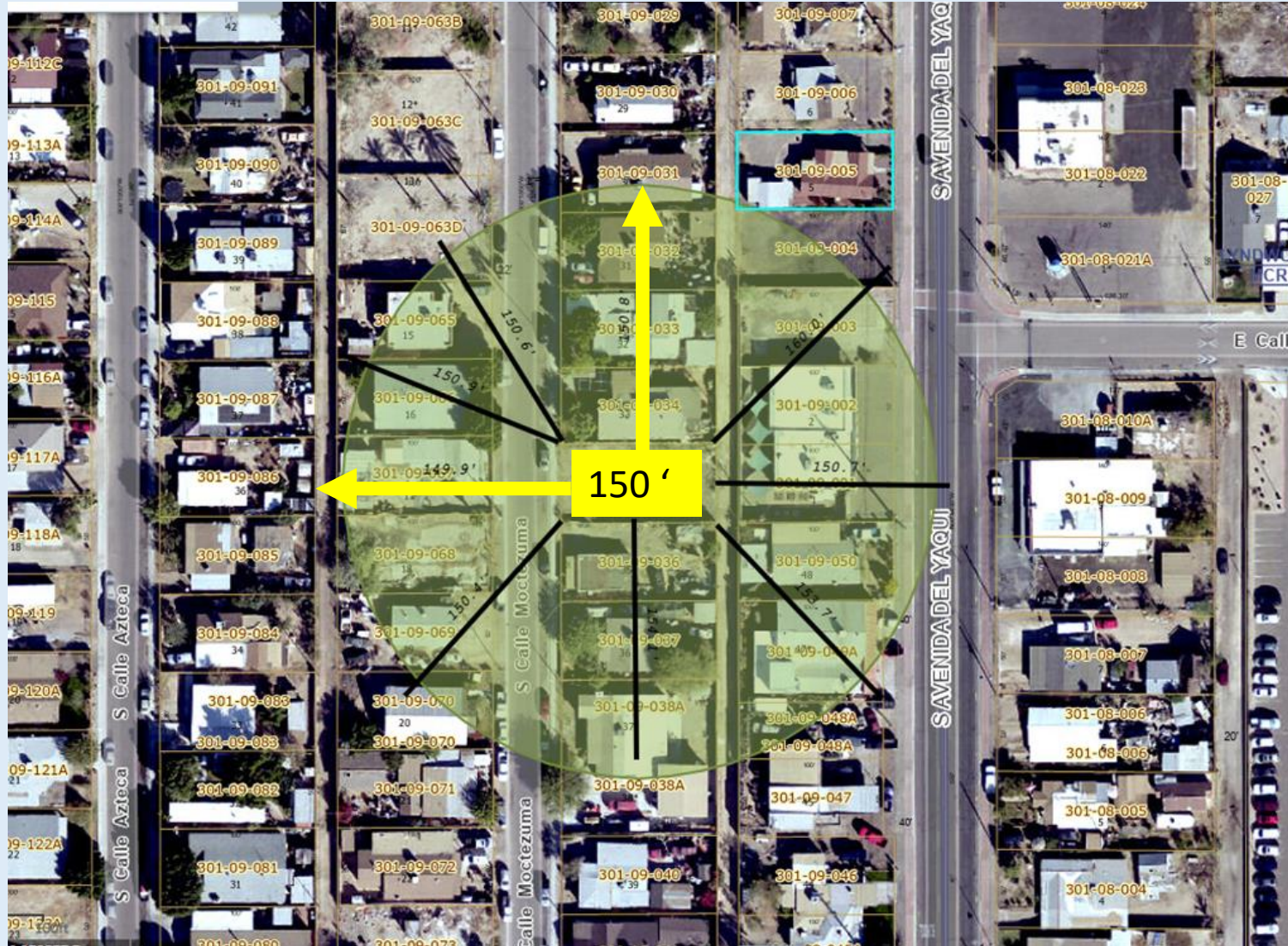
(5) One mobile home per lot.



8215 S. Calle Moctezuma – Conditional Use Permit Request

Notification:

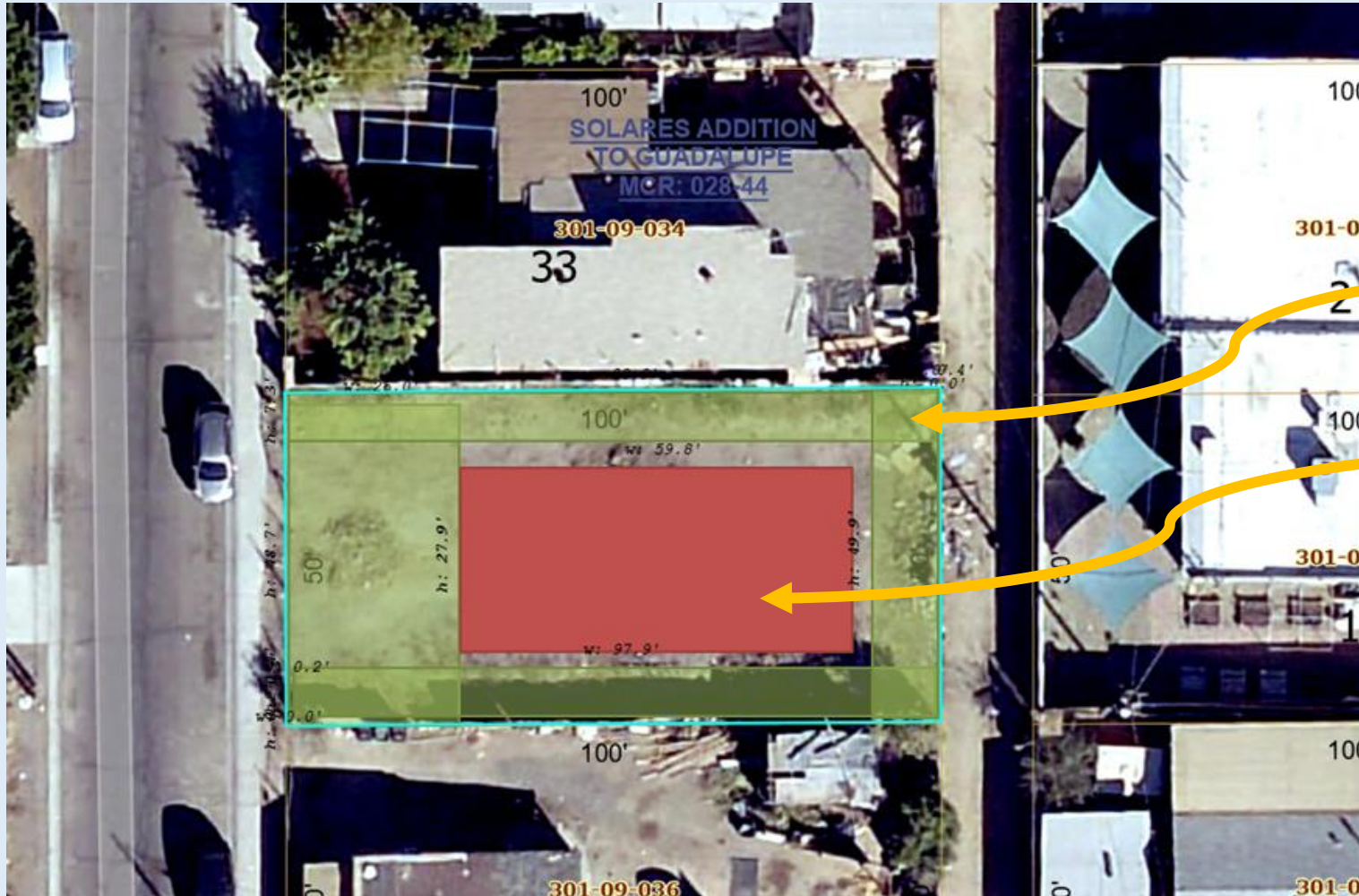
Town Council Meeting
January 12, 2023



North



8215 S. Calle Moctezuma – Conditional Use Permit Request



Setbacks

Building footprint

Town Council Meeting
January 12, 2023

8215 S. Calle Moctezuma – Conditional Use Permit Request



8215 S. Calle Moctezuma

Zoning: R1-6

Lot Size: 5005 Sq ft.

Seeking Conditional Use Permit for Manufactured / Mobile Home

Recommendation:
Approve conditional use permit with stipulation of complying with all Town manufactured / mobile home requirements, February 2020.



Notice of Public Hearing

The Guadalupe Town Council will hold a public hearing on Thursday, January 12, 2023, at 6:00 p.m., Guadalupe Town Hall, 9241 S. Avenida del Yaqui, Museum Room, Guadalupe, AZ 85283, to receive public comment on the following:

PUBLIC HEARING: Request for a conditional use permit to locate a manufactured home on the 8215 South Calle Moctezuma, zoned R1-6 Residential.

Town of Guadalupe
9241 South Avenida del Yaqui
Guadalupe, AZ 85283
(480) 730-3080

THE RECORD REPORTER

~SINCE 1914~

Mailing Address : 2025 N THIRD ST #155, PHOENIX, AZ 85004-1425
Telephone (602) 417-9900 / Fax (602) 417-9910
Visit us @ www.RecordReporter.com

ROCIO RUIZ
TOWN OF GUADALUPE
9241 S AVENIDA DEL YAQUI
GUADALUPE, AZ 85283

RR# 3656626

Notice of Public Hearing The Guadalupe Town Council will hold a public hearing on Thursday, January 12, 2023, at 6:00 p.m., Guadalupe Town Hall, 9241 S. Avenida del Yaqui, Museum Room, Guadalupe, AZ 85283, to receive public comment on the following: PUBLIC HEARING: Request for a conditional use permit to locate a manufactured home on the 8215 South Calle Moctezuma, zoned R1-6 Residential. 12/30/22

RR-3656626#

COPY OF NOTICE

(Not an Affidavit of Publication. Do not file.)

Reference #

Notice Type: MCHRG NOTICE OF HEARING

Ad Description

8215 South Calle Moctezuma, zoned R1-6 Residential

To the right is a copy of the notice you sent to us for publication in THE RECORD REPORTER. Please read this notice carefully and fax or e-mail (record_reporter@dailyjournal.com) any corrections. The Affidavit will be filed, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

12/30/2022

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	\$1.10
Arizona Sales Tax	\$0.01
Total	\$1.11

Your Legal Publishing



* A 0 0 0 0 0 6 1 9 6 6 2 6 *

**AMENDED AND RESTATED CLEAR CHANNEL
OUTDOOR, LLC LICENSE AGREEMENT
(YUSUCU LOCATION)**

1. This Amended and Restated License Agreement (“License”) is effective upon full execution of the signature page (the “Effective Date”) and entered into between The Town of Guadalupe, a(n) Arizona Municipal Corporation, (“Town”) and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company (“Licensee”). This License hereby extends, amends, restates and replaces in its entirety that certain License Agreement dated 29th of May 2003 (“the Original License”). The Town hereby licenses to Licensee the use of a portion of land located in the Town of Guadalupe and is described on Exhibit “A”, (the “Property”) attached hereto and incorporated herein by reference. This License is granted for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Licensee may place thereon (collectively, the “Structures”). Licensee may elect in its sole discretion at any time and from time to time during the term of this License, to convert and operate any advertising face on the Structures as digital, static, or any combination thereof. This License includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility. Licensee may enter into 3rd party agreements for the use of the Structures, or any portion thereof, for any lawful purpose, with prior written consent of the Town. Any site improvements, installation, repair, or replacement of the “Structures” will be accomplished in accordance with applicable State and local building codes and ordinances.
2. The Original License is extended from June 19, 2023 to December 31, 2023 (“the Extension Period”). Within the first thirty (30) calendar days of the Extension Period, the Licensee shall pay the Town a one-time signing bonus in lieu of rent for the period of June 19, 2023 until December 31, 2023, of SIX THOUSAND, FOUR HUNDRED THREE and NO/DOLLARS (\$6,403.00) for this extension (the “License Sync Singing Bonus”). Should the License Sync Signing Bonus fail to be remitted in the first thirty (30) days of the Extension Period, interest will accrue on the License Sync Signing Bonus at the compounding rate of one percent (1%) per day beginning on July 19, 2023.
3. The Town intends to modify its Codes and Ordinances pertaining to allowed height for the Structures to at least seventy-five feet (75’). When completed, either during the Extension Period or afterwards, the Town will notify the Licensee in writing of this change (“75-Foot Allowed Height Notification Letter”). Within the first thirty (30) calendar days of receipt (verified via U.S. Mail certified or registered with return receipt) of the 75-Foot Allowed Height Notification Letter, the Licensee shall pay the Town a one-time signing bonus of ONE HUNDRED FORTY ONE THOUSAND SIX HUNDRED TWENTY and NO/DOLLARS (\$141,620.00) for this extension (the “License Signing Bonus”). Should the License Signing Bonus fail to be remitted in the first thirty (30) days of receipt of the 75-Foot Allowed Height Notification Letter (verified via U.S. Mail certified or registered with return receipt), interest will accrue on the License Signing Bonus at the compounding rate of one percent (1%) per day.
4. This License shall be in effect for a term (“Term”) beginning on the Effective date and shall expire twenty-five (25) years from the Digital Rent Commencement Date defined as the first day of the month after the date construction of the Structures is completed and all requisite governmental and private permits and approvals are obtained for Tenant’s operation of two digital displays on the Structures and the digital displays on the Structures are connected to a permanent power supply and capable of displaying digital advertising
5. Beginning on the Digital Rent Commencement Date, Licensee shall pay the Town rent in the applicable amount and pursuant to the terms set forth on Exhibit B attached hereto.
6. This License shall continue in full force and effect for its initial term and thereafter for successive like terms, unless not less than ninety (90) days (and no more than one-hundred twenty (120) days) before the end of any such initial or subsequent successive like term the Town or Licensee gives notice of termination. If ownership of the Property changes, the Town shall promptly deliver written notice to Licensee of such change, including an IRS Form W-9 for the new owner and evidence of the ownership transfer (collectively, “Ownership Transfer Documents”). The Town acknowledges that the Licensee will be unable to deliver rents to the new owner until Licensee’s receipt of the Ownership Transfer Documents. Any delay in rent payments as a result of the Town not delivering the Ownership Transfer Documents shall not be a default under this License nor be subject to any late penalty or interest. Prior to transferring ownership of the Property, the Town shall furnish the new owner with a true and correct copy of this License.

7. Licensee has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use, maintenance, and removal of the Structures, and the Town shall reasonably cooperate at no cost to the Town and hereby grants Licensee a limited power of attorney solely for this purpose. All such permits shall remain the property of the Licensee. Licensee may elect, but shall have no obligation, to pursue any zoning matter or to continue to maintain any permit. Licensee is the owner of the Structures under this License and has the right to remove the Structures at any time or within one hundred twenty (120) days following the termination or expiration of this License. The Town shall provide all reasonably necessary access to Licensee for such removal. If for any reason not caused by Licensee, the Structures are removed, materially damaged or destroyed, all rent payments shall cease until the Structures are rebuilt, provided Licensee is reasonably pursuing. If the Structures are removed for any reason, only the above-ground portions of the Structures need be removed and the area immediately surrounding the foundation shall be restored, reasonable wear and tear excepted.
8. The Town and The Town's agents, employees or other persons acting on the Town's behalf, shall not place or maintain any object on the Property or any neighboring property owned by the Town which, in Licensee's sole and reasonable opinion, would obstruct access to the Property or all or any portion of the view of the advertising copy on the Structures. If the Town fails to remove the obstruction within five (5) days after notice from Licensee, Licensee may in its sole discretion: (a) remove the obstruction at the Town's expense; (b) cancel this License and receive all pre-paid rent for any unexpired term of this License and the actual costs incurred by Licensee for the purchase and installation of the digital face(s) on the Structures prorated over a seven (7) year period, if applicable; or (c) reduce the rent to One Hundred Dollars (\$100.00) per year while the obstruction continues. Licensee may trim any trees and vegetation currently on the Property and on any neighboring property owned by the Town as often as Licensee in its sole and reasonable discretion deems appropriate to prevent obstructions. Without limiting the foregoing, The Town shall not permit any neighboring property owned by the Town to be used for off-premise advertising.
9. If, in Licensee's sole and reasonable opinion, for any reason not caused by Licensee: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed; (b) access to the Structures is unavailable or restricted; (c) electrical service or illumination is unavailable or restricted; (d) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (e) the Property becomes unsightly; (f) there is a diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the Property; (g) the Structures' value for advertising purposes is diminished; (h) Licensee is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (i) the Structures' use is prevented or restricted by law, or Licensee is compelled or required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located (other than pursuant to mutual agreement); then Licensee may immediately at its option either: (i) reduce rent in direct proportion to the loss suffered for so long as such loss continues; or (ii) cancel this License and receive all pre-paid rent for any unexpired term of this License.
10. If the Structures or the Property, or any part thereof, is condemned by proper authorities; taken without the exercise of eminent domain, whether permanently or temporarily; or any right-of-way from which the Structures are visible is relocated, Licensee shall have the right to relocate the Structures on The Town's remaining adjacent property or to terminate this License upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this License. Licensee shall be entitled to all compensation and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures, value of permits, if any, and Licensee's Licensehold interest in this License, and/or relocation assistance. The Town shall assert no rights in Licensee's interests. If condemnation proceedings are initiated, The Town shall include Licensee as a party thereto. No right of termination set forth anywhere in this License may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain. Neither party may apportion the other party's awarded interest without the express written consent of said party.
11. The Town represents that it is the owner of the Property, and both The Town and Licensee represent to the other party that it has the authority to enter into this License. The Town shall defend and indemnify Licensee, its parents and affiliates from any claims, demands, attorneys' fees, costs and expenses made against or incurred by Licensee as a result of The Town's breach of this provision and from all injuries to Structures or third persons caused by The Town, The Town's employees, agents, licensees and contractors. In addition, The Town agrees to immediately reimburse Licensee for any rent that was improperly received by The Town as a result of its breach of this provision. Licensee shall indemnify and hold The Town harmless from all injuries to the Property or third persons resulting from the negligent acts or omissions of Licensee, Licensee's employees, agents, licensees and contractors. Licensee shall not be liable for damage arising from an event that is caused solely by the forces of nature without human intervention.

12. If the Property is currently encumbered by a deed of trust or mortgage, ground License or other similar encumbrance, The Town shall deliver to Licensee on or before the Commencement Date a non-disturbance agreement in a form reasonably acceptable to Licensee.
13. If (a) Licensee has not been informed of the current address of The Town or its authorized agent, or (b) two or more of the monthly payments sent by Licensee are not deposited by The Town within ninety (90) days after the last such payment is sent by Licensee, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until The Town (i) gives Licensee notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, Licensee's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of the License by Licensee.
14. This License is binding upon the heirs, assigns and successors of both The Town and Licensee. The Town agrees not to assign this License to any competitor of Licensee without Licensee's written permission. Licensee shall have the absolute right to assign or sublet.
15. Any notice to any party under this License shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to The Town:

Town of Guadalupe, an Arizona Municipal Corporation
9241 S. Avenida Del Yaqui
Guadalupe, Arizona 85283
Attn: Town Manager

If to Licensee:

Clear Channel Outdoor, LLC
Attn: Vice President, Real Estate
2325 E. Camelback Road, Suite 250
Phoenix, Arizona 85016

With a copy to:

Town of Guadalupe, an Arizona Municipal Corporation
9241 S. Avenida Del Yaqui
Guadalupe, Arizona 85283
Attn: Town Clerk

With a copy to:

Clear Channel Outdoor, LLC
Attn: Legal Department
2325 East Camelback Road, Ste. 250
Phoenix, AZ 85016

16. This License shall be governed exclusively by the provisions hereof and by the laws of the state and county in which the Property is located, as the same may from time to time exist without regard to conflicts of law provisions. If suit is brought (or arbitration instituted) or an attorney is retained by any party to this License because the other party breached this License, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses. Each of The Town and Licensee irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this License or the transactions contemplated hereby. Neither party shall be liable for punitive damages arising under or related to this License.
17. Neither The Town nor Licensee shall be bound by any terms, conditions or oral representations that are not set forth in this License. This License represents the entire agreement of Licensee and The Town with respect to the Structures and the Property and supersedes any previous agreement. The Town and Licensee agree and acknowledge that: (i) this License has been freely negotiated by both parties; and (ii) in the event of any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this License, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this License or any portion thereof. The Town hereby grants Licensee all rights necessary to record a memorandum of this License in the form attached hereto as Exhibit C without The Town's signature, including a limited power of attorney solely for such purpose or in the event The Town is required to execute such memorandum in the jurisdiction in which the Structures are located, The Town shall execute such memorandum within five (5) business days of written request from Licensee. The Town understands that the terms of this License are proprietary and confidential, and Licensee would be damaged by the unauthorized disclosure of the terms. Therefore, The Town agrees not to disclose the terms to any third party, unless duly requested in accordance with applicable Federal and State laws regarding the the Town's obligations to release certain public documents, in whole or in part. Such agreement shall survive the termination of this License.

18. Licensee shall maintain the following insurance coverage in amounts not less than specified and shall furnish The Town with Certificates of Insurance evidencing compliance with the following minimum provisions:
- a. Statutory Workers' Compensation including Employer's Liability Insurance, subject to limits of not less than \$1,000,000, affording coverage under the Workers Compensation laws of the applicable states.
 - b. Commercial General Liability Insurance for limits of not less than \$1,000,000 per occurrence Bodily Injury and Property Damage combined; \$1,000,000 per occurrence and \$2,000,000 general aggregate limit per location. The policy shall be written on an occurrence basis.
 - c. Automobile Liability Insurance with a limit of not less than \$1,000,000 combined and including all owned, non-owned and hired vehicles.
 - d. Umbrella Liability Insurance at not less than \$5,000,000 limit providing excess coverage.
 - e. Additional Insured Requirement: All policies above, with the exception of Workers' Compensation shall be endorsed to name The Town as Additional Insureds with respect to any and all claims resulting from the negligence or omissions of Licensee's operations and activities. Coverage shall apply on a primary and non-contributory basis regardless of any other insurance. All noted policies shall contain a Waiver of Subrogation in favor of The Town and a 30-day Notice of Cancellation. Licensee shall provide a Certificate of Insurance with pertinent endorsements attached.
 - f. The Town shall maintain General Liability, Auto Liability, Workers' Compensation and Property Coverage, as applicable, for The Town's operations and shall include a Waiver of Subrogation in favor of Licensee. Upon request by Licensee, The Town shall provide Certificates of Insurance evidencing such coverage. The Town shall also require any contractors providing work or services on behalf of The Town to maintain adequate insurance for contractors' activities and shall require neighboring Licensees, if any, to maintain adequate liability for their activities and operations. Upon request by Licensee, The Town shall provide Licensee a Certificate of Insurance for any contractor or neighboring Licensee.
19. This License may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

Dated this _____ day of December, 2022.

ATTEST:

TOWN OF GUADALUPE, an Arizona Municipal Corpotation
9241 S. Avenida Del Yaqui
Guadalupe, Arizona 85283

<NAME> Town Clerk

By: _____
Mayor Valerie Molina

APPROVED AS TO FORM:

David E. Ledyard, Town Attorney

APPROVED AS TO FORM:

CLEAR CHANNEL OUTDOOR, LLC
A Delaware limited liability company
2325 E. Camelback Road, Suite 250
Phoenix, Arizona 85016

Attorney for Clear Channel

By: _____
Name: _____
Its: _____

Telephone No. _____
Facsimile No. _____

EXHIBIT A

**LEGAL DESCRIPTION
& PERMANENT PROPERTY TAX NUMBER**

[IF RENEWAL, INSERT LOCATION DESCRIPTION & PANEL NUMBERS]

EXHIBIT B**RENTAL TERMS & SCHEDULE
BASE RENT**

Licensee shall pay to The Town, as base rent for the Term ("Rent"), the applicable annual amount set forth in the table below. Such Rent shall be payable in twelve (12) equal monthly installments on or before the first day of each month, commencing on the Digital Rent Commencement Date (prorated for any partial months).

****[MODIFY TABLE AS NEEDED]****

License Year	Rent (Monthly)	Rent (Anunal)
1	\$7,303.53	\$84,642.31
2	\$7,522.63	\$90,271.58
3	\$7,748.31	\$92,979.73
4	\$7,980.76	\$95,769.12
5	\$8,220.18	\$98,642.19
6	\$8,466.79	\$101,601.46
7	\$8,720.79	\$104,649.50
8	\$8,982.42	\$107,788.99
9	\$9,251.89	\$111,022.66
10	\$9,529.44	\$114,353.33
11	\$9,815.33	\$117,783.93
12	\$10,109.79	\$121,317.45
13	\$10,413.08	\$124,956.98
14	\$10,725.47	\$128,705.69
15	\$11,047.24	\$132,566.86
16	\$11,378.66	\$136,543.86
17	\$11,720.01	\$140,640.18
18	\$12,071.62	\$144,859.38
19	\$12,433.76	\$149,205.16
20	\$12,806.78	\$153,681.32
21	\$13,190.98	\$158,291.76
22	\$13,586.71	\$163,040.51
23	\$13,994.31	\$167,931.73
24	\$14,414.14	\$172,969.68
25	\$14,846.56	\$178,158.77

EXHIBIT C**MEMORANDUM OF LICENSE**

WHEN RECORDED MAIL TO:

CLEAR CHANNEL OUTDOOR, LLC
Attn: Legal Department
2325 East Camelback Road, Suite 250
Phoenix, Arizona 85016

MEMORANDUM OF LICENSE

THIS MEMORANDUM OF LICENSE (this "Memorandum") is made by the Town of Guadalupe, an Arizona Municipal Corporation, ("The Town"), whose address is 9241 S. Avenida Del Yaqui Guadalupe, Arizona 85283 and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("Licensee"), whose address is 2325 East Camelback Road, Suite 250, Phoenix, Arizona upon the following terms:

1. The Town is the owner of the following described Property:

[INSERT LEGAL DESCRIPTION]

2. The Town and Licensee have entered into that certain **AMENDED AND RESTATED CLEAR CHANNEL OUTDOOR, LLC LICENSE AGREEMENT (CARMEN LOCATION)**, dated *Insert Date* (the "License"), wherein Licensee has Licensed portion(s) of the Property for the construction, maintenance and operation of one or more outdoor advertising structures for a continuing term, renewing beginning 1/1/2024, and continuing for a maximum period of 25 years, excluding extensions and renewals, if any.

[IF APPLICABLE: 5. Under the License, Licensee has a right of first refusal to License the Property following the termination of the License.]

[IF APPLICABLE: 6. Under the License, Licensee has the right to record this Memorandum without the signature of The Town.

7. The purpose of this Memorandum is to give record notice of the License and of the rights created thereby, all of which are hereby confirmed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Licensee and The Town have executed this Memorandum as of the ____ day of _____, 20__.

LICENSEE: CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company

By: _____

Name: Name

Title: Title

[INSERT WITNESS SIGNATURES IF REQUIRED IN YOUR STATE]

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, the _____ of _____, a _____, on behalf of said corporation.

Notary Public

My commission expires:

THE TOWN:

[TOWN OF GUADALUPE, an Arizona Municipal Corporation]

By: _____
Mayor Valerie Molina

Title

[INSERT WITNESS SIGNATURES IF REQUIRED IN YOUR STATE]

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by
_____, the _____ of _____, a
_____, on behalf of said corporation.

Notary Public

My commission expires:

SETTLEMENT AGREEMENT AND FULL WAIVER
AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Full Waiver and Release of All Claims (“Agreement”) is made and entered into by and between Jason Douglas (“Employee”) and the Town of Guadalupe, Arizona (the “Town”) (collectively referred to as the “Parties”) and is intended by the Parties to settle and dispose of all claims and liabilities that exist or may exist between Employee and the Town.

RECITALS

- A. The Town has provided Employee with a Notice of Intent to Discipline with the recommended action of termination;
- B. Employee has provided a Response alleging retaliation for among other things his position as Local 3449 Vice President and raising good faith concerns; and
- C. The Town denies Employee’s allegations; however, the Parties believe it is in their best interests to resolve their dispute pursuant to the terms of this Agreement.

COVENANTS

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

I.

A. If Employee signs this Agreement within the time period allowed the Town will provide Employee paid administrative leave from November 21, 2022 through May 21, 2023 (the “Settlement Period”), receiving his normal contributions and less all lawfully required withholdings. Employee acknowledges and agrees that he is not otherwise entitled to paid administrative leave which constitute the “Settlement Payments” and will be paid to Employee on the Town’s regular pay dates during the Settlement Period following the date he timely returns the signed Agreement to the following:

Jeff Kulaga
Town Manager / Clerk
Town of Guadalupe, Arizona
9241 S. Avenida Del Yaqui
Guadalupe, Arizona 85283
(480) 505-5376
jkulaga@guadalupeaz.org

B. Employee acknowledges and agrees that the Settlement Payments outlined in Section I (A) above are sufficient consideration for Employee's promises and waivers set forth below. Employee will not accrue paid time off in any form during the Settlement Period. 175 hours of Employee's currently accrued paid time off will be available to Employee in order to allow Employee to cash out 100 hours and use 75 hours for personal use during the Settlement Period. During the Settlement Period, Employee will be available to work unless using any of the 75 hours of paid time off, and Employee will resign and/or retire at the conclusion of May 21, 2023. Employee acknowledges and agrees that Employee's breach of this Agreement may result in the Town seeking damages in the form of repayment of the Settlement Payments, in addition to any other relief sought.

II.

In consideration of the covenants set forth in Paragraph I above and the covenants herein:

Employee, on behalf of himself, his marital community if any, and his heirs or assigns, expressly releases the Town and its council members, officers, all of its agents, employees, and attorneys and all their predecessors and successors, from any and all claims, complaints, causes of action, liabilities and demands of any kind, whether known or unknown, which Employee has or ever has had and which are based on acts or omissions that occurred prior to Employee signing this Agreement. This FULL WAIVER AND RELEASE includes, without limitation, all rights and claims arising under any and all federal, state, or local laws, including specifically, but without limitation, the Family and Medical Leave Act, Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act, the Age Discrimination in Employment Act; the Fair Labor Standards Act, the Employment Protection Act, as well as any contract or tort causes of action arising from or in any way related to Employee's relationship with the Town. This release covers any claims that Employee's spouse may have against the Town arising from or in any way related to Employee's relationship with the Town.

III.

Employee agrees that he will not disparage the Town and its council members, officers, all of its agents, employees, and attorneys and all their predecessors and successors in relation to the claims involved in this Agreement. Nothing in this Agreement is intended to prohibit Employee from exercising his rights under any state or federal law. The Town will provide a neutral employment reference for Employee, providing date of hire, position, pay, and last date of employment. The Parties acknowledge that the Town is a public body subject to the Arizona Public Records Law.

IV.

A. Employee is advised to consult with an attorney of his own choice and at his own cost, prior to executing this Agreement.

B. Employee has twenty-one (21) days to consider the Agreement and seven (7) days in which to revoke even after signing. Any such revocation shall be provided to the Town pursuant to Section I (A).

C. By his signature below, Employee affirms that he has been given sufficient time to consider this Agreement and to consult with an attorney of his choice.

D. This Agreement will become effective (the "Effective Date") on the eighth day after he returns his signed Agreement to the Town pursuant to Section I (A) above and subject to the Town council members voting to accept the terms of the Agreement.

V.

Employee represents that he has not filed any administrative charges, lawsuits, or other types of legal claims against the Town. Nothing in this Agreement limits Employee's ability to file a charge or complaint with the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB"), the Occupational Safety and Health Administration ("OSHA"), the Securities and Exchange Commission ("SEC") or any other federal, state, or local governmental agency or commission ("Government Agencies"). Employee further understands that this Agreement does not limit his ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by a Government Agency, including providing documents or other information, without notice to the Town. While Employee will not be entitled to receive any compensation based on any charges or claims filed with most of the agencies listed above because of his waiver of all claims, this Agreement does not limit Employee's right to receive an award for information provided to the SEC pursuant to Section 21 F-17 of the Dodd Frank Wall Street Reform and Consumer Protection Act.

VI.

Employee affirms and agrees that as of the date he signs this Agreement he will not in the future disclose anything regarding this Agreement or the discussions concerning this Agreement except 1) as required by law; 2) to secure advice from his spouse, a legal advisor, or a financial advisor, or 3) in a legal action to enforce the terms of this Agreement.

VII.

This Agreement is to be construed and interpreted in accordance with the laws of the State of Arizona, except as those laws may be preempted by federal law.

VIII.

The Parties intend that the Settlement Payments set forth in this Agreement will comply with the Internal Revenue Code.

IX.

Employee and the Town represent that they have read and understand the terms of this Agreement, that they have relied only upon their own legal counsel, and that they have not relied upon any representation made by another party or that party's counsel, except as set forth herein. This Agreement cannot be modified, amended, terminated, or otherwise changed, unless it is done so pursuant to a written document or documents signed by the Parties.

X.

Employee has until close of business February 8, 2023, to sign and return this Agreement consistent with Section I(A).

THIS AGREEMENT WAS PROVIDED TO EMPLOYEE ON January 18, 2023.

IF THIS DOCUMENT IS NOT SIGNED AND RETURNED WITHIN THE TIME PERIOD ALLOWED, IT WILL BE NULL AND VOID.

Jason Douglas

Date: _____

The Town of Guadalupe
By Council Member

Date: _____