



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

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

**NOTICE OF REGULAR MEETING
OF THE GUADALUPE TOWN COUNCIL**

**THURSDAY, DECEMBER 8, 2022
6:00 P.M.**

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

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

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, December 8, 2022, 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 October 27, 2022, Town Council Regular Meeting Minutes.
 - 2. Approval of the November 10, 2022, Town Council Regular Meeting Minutes.
 - 3. Approval of the November 10, 2022, 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 PRESENTATIONS: None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F. V. Fuerte
Councilmember

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1. PUBLIC HEARING – REZONING REQUEST FOR 9022 SOUTH AVENIDA DEL YAQUI (RZ2022-07): Hold a public hearing for a rezoning request for the property located at 9022 South Avenida del Yaqui. The request is to rezone the property from C-1 Neighborhood Commercial to C-2 General Commercial so that the current uses of the property would comply with allowable land uses, per the Guadalupe Town Code, Section 154.067(C) (3 & 4) for the C-2 zoning designation. The existing property use is the sale of automobile tires and minor auto repair including oil changes and brake repair. The current use of the property is not in compliance with C-1 zoning. The Applicant is Edward Cota Jr., Maricopa County Assessor Parcel #APN 301-12-112Q. Council may provide direction to the Town Manager / Clerk. *(related to G2)*

2. REZONING REQUEST – 9022 SOUTH AVENIDA DEL YAQUI (RZ2022-07): Council will consider and may take action to approve or deny a rezoning request for 9022 South Avenida del Yaqui from C-1 Neighborhood Commercial to C-2 General Commercial which aligns with the current uses of the property per the Guadalupe Town Code, Section 154.067(C) (3 & 4) for the C-2 General Commercial zoning designation. The existing uses of the property is the sale of automobile tires and minor auto repair including oil changes and brake repair. The Applicant is Edward Cota Jr., Maricopa County Assessor Parcel #APN 301-12-112Q. Council may provide direction to the Town Manager / Clerk. *(related to G1)*

3. REMOVED/DELETED AT THE REQUEST OF STAFF: PUBLIC HEARING – CONDITIONAL USE PERMIT REQUEST FOR 9022 SOUTH AVENIDA DEL YAQUI (CU2022-04): Hold a public hearing for a Conditional Use Permit request for the property located at 9022 South Avenida del Yaqui which would to continuer per the Guadalupe Town Code, Section 154.067(C) (3E & 4) for the C-2 zoning designation to sell tires, change oil, and repair brakes, pending a request to rezone the property to C-2 General Commercial. The property is currently zoned C-1 Neighborhood Commercial (agenda items G1 & G2). The existing use of the property is for selling tires. The Applicant is Edward Cota Jr., Maricopa County Assessor Parcel #APN 301-12-112Q. *(There is no material for this agenda item)*

4. REMOVED/DELETED AT THE REQUEST OF STAFF: CONDITIONAL USE PERMIT REQUEST FOR 9022 SOUTH AVENIDA DEL YAQUI (CU2022-04): Council will consider and may take action to approve or deny a Conditional Use Permit request for the property located at 9022 South Avenida del Yaqui to continue to conduct auto mechanic work and auto painting, pending a request to rezone the property to C-2 General Commercial (agenda items G1 & G2). The property is currently zoned C-1 Neighborhood Commercial. The existing use of the property is for auto repair, paint shop, and auto mechanic work. The Applicant is Edward Cota Jr., Maricopa County Assessor Parcel #APN 301-12-112Q. *(There is no material for this agenda item)*

5. INTERGOVERNMENTAL AGREEMENT – REGIONAL PHOENIX METROPOLITAN FIRE SERVICE AUTOMATIC AID (RESOLUTION NO. R2022.29): Council will consider and may take action to adopt Resolution No. R2022.29 authorizing the Mayor, or designee, to execute an intergovernmental agreement (IGA) (C2022-49) for the Regional Phoenix Metropolitan Fire Service Automatic Aid between area cities, towns, fire districts, governmental jurisdictions, and the Town of Guadalupe for the purpose of providing automatic aid assistance for fires and other types of emergency incidents as described under the terms of the Agreement (the “Automatic Aid System”). This IGA is for a ten-year term from December 19, 2022, through December 19, 2032, at no direct cost to the Town. Adoption of the resolution authorizes the Mayor, or designee to sign all necessary documents in furtherance of this agreement. Council may provide direction to the Town Manager / Clerk.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
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6. FEDERAL TRANSIT ADMINISTRATION TITLE VI IMPLEMENTATION PLAN, SENIOR BUS TRANSIT PROGRAM – (RESOLUTION NO. 2022.30): Council will consider and may take action to adopt a resolution authorizing the Mayor, or designee, to execute the Town of Guadalupe Federal Transit Administration Title VI Program for the Senior Bus Transit Program (C2022-50). This transit program plan is for a three-year term from March 1, 2023, through February 28, 2026, at no direct cost to the Town. The current plan expires on February 28, 2023. Council may provide direction to the Town Manager / Clerk.

7. EXTENSION OF WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT: Council will consider and may take action to award an extension of wired telecommunications license and right-of-way use agreement (C2021-59) to the SPRINT COMMUNICATIONS COMPANY L.P., to construct, install, operate, maintain, and upgrade the system then in place, a Fiber Optics Communication System in, along, under, over and across certain streets and public ways within the Town. This license extension and agreement is for a five-year term from November 10, 2021, through November 9, 2026, where the Town will receive \$12,532.27 annually in General Fund revenues. The Council approved the original license agreement on November 17, 2016, for a five-year term. Council may provide direction to the Town Manager / Clerk.

8. AMENDED AND RESTATED BILLBOARD LICENSE AGREEMENT: Council will consider and may take action to approve an amended and restated License Agreement (C2022-51), in substantially the form of, with CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company, to allow the use of Town owned land in the Town of Guadalupe for the 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 \$6,695,155.23 in General Fund revenues through the term license agreement. This amended and restated license agreement extends and combines two 20-year original agreements adopted in May 2003 and December 2003 respectively. through the 25 year period, Council may provide direction to the Town Manager / Clerk.

9. REQUEST FOR PROPOSALS – TOWN-OWNED LAND: Councilmembers will consider authorizing staff to issue a Request for Proposals (RFP) to solicit interest in the lease and/or sale and development of five Town-owned parcels. Locations of the parcels are: the northeast and northwest corners of Avenida del Yaqui and Guadalupe Road, 9050 S. Avenida del Yaqui; and The Mercado, 9241 S. Avenida del Yaqui. If approved, the RFP would be published and available on December 9, 2022, with a response due date of January 25, 2023. Council may provide direction to the Town Manager.

10. TOWN MANAGER / CLERK EMPLOYMENT CONTRACT AMENDMENT: Town Council will consider and may take action to approve an amendment to the employment contract (C2021-66A) between the Town of Guadalupe and the appointed Town Manager / Clerk, Jeff Kulaga. The proposed contract amendment is to add 120 personal time off leave hours to the employee leave balance for the Town Manager / Clerk. The employment contract was originally approved by Council on October 28, 2021 with an expiration date of October 30, 2023. Council may provide direction to the Town Manager / Clerk.



11. 2023 JANUARY– DECEMBER COUNCIL MEETING SCHEDULE: Councilmembers will consider and may take action to approve the Town Council Regular Meeting Schedule for January through December 2023. Staff is recommending cancelling the November 23, 2023, and the December 28, 2023, Council Meetings because it conflicts with Thanksgiving and Christmas Holidays, respectively. Council may also wish to schedule a Council Retreat. Council may provide direction to the Town Manager / Clerk.

12. CANCEL DECEMBER 22, 2022 COUNCIL MEETING: Councilmembers will consider cancelling the Thursday December 22, 2022 Regular Council Meeting due to the Christmas Holiday. Council may provide direction to the Town Manager / Clerk. *No material for this agenda item.*

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H. TOWN MANAGER/CLERK'S COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



December 5, 2022

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: **December 8, 2022, Town Council Regular Meeting Information Report**

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

Agenda Items:

- D1. OCTOBER 27, 2022, REGULAR COUNCIL MEETING MINUTES (PAGES 10 – 18)**
- D2. NOVEMBER 10, 2022, REGULAR COUNCIL MEETING MINUTES (PAGES 19 – 21)**
- D3. NOVEMBER 10, 2022, SPECIAL COUNCIL MEETING MINUTES (PAGES 22 – 23)**

G1. PUBLIC HEARING & G2. REZONING REQUEST 9022 SOUTH AVENIDA DEL YAQUI (RZ2022-07) (PAGES 24 – 31): A public hearing is required for rezoning requests. This request is to rezone 9022 South Avenida del Yaqui, Maricopa County Assessor Parcel #APN 301-12-112Q, from C-1 Neighborhood Commercial to C-2 General Commercial. The Applicant is Edward Cota Jr.

The current use of the property is the sale of tires and minor auto repair including oil changes and brake repair. The rezoning would align the current property uses, with Town Code, allowable uses under the Guadalupe Town Code, C-2 Zoning Designation, Section 154.067(C)(4)(a):

(4) The following outdoor general retail business and service establishments shall be permitted in the C-2 and C-M Districts:

- (a) Automobile service stations, including minor repairs and lubricating, automobile car wash service;

The current C-1 Zoning does not allow for these auto related uses.

In general, per the Guadalupe Town Code of Ordinances, Section § 154.067 COMMERCIAL DISTRICTS; C-1 NEIGHBORHOOD COMMERCIAL, C-2 GENERAL COMMERCIAL...

(A) Intent.

(1) The C-1 Neighborhood Commercial District is intended to preserve and protect neighborhood commercial areas located in close proximity of residential areas and to provide retailing of convenience goods and services to meet the frequent needs of the neighborhood. (Existing zoning designation)

(2) The C-2 General Commercial District is intended to provide space for general retail and office uses, and efficient development of major retail shopping areas to serve the needs of the community and regional area. (Requested zoning designation)

C-1 and C-2 zoning designations must also comply with Sections § 154.067 (B) General Regulations:

(B) General regulations.

(3) In the C-1, C-2, and C-M Districts, overhead doors and loading and service bays shall be screened from public street view by opaque fences or walls, six feet in height.

(4) In the C-1, C-2, and C-M Districts, the yards required adjacent to public streets shall be entirely landscaped except for necessary driveways and walkways; parking and maneuvering areas shall be located beyond those required landscaped yards.

and, (C)(3 & 4) Permitted Uses.

The Town Manager/Clerk has reviewed the rezoning 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.

G3. REMOVED/DELETED AT THE REQUEST OF STAFF: PUBLIC HEARING & G4. CONDITIONAL USE PERMIT REQUEST FOR 9022 SOUTH AVENIDA DEL YAQUI (CU2022-04): Hold a public hearing for a Conditional Use Permit request for the property located at 9022 South Avenida del Yaqui which would to continue per the Guadalupe Town Code, Section 154.067(C) (3E & 4) for the C-2 zoning designation to sell tires, change oil, and repair brakes, pending a request to rezone the property to C-2 General Commercial. The property is currently zoned C-1 Neighborhood Commercial (agenda items G1 & G2). The Applicant is Edward Cota Jr., Maricopa County Assessor Parcel #APN 301-12-112Q. There is no material item for this agenda item.

Town staff has determined that the current uses comply with allowable uses under C-2 General Commercial, per the Guadalupe Town Code, Section 154.067(C) (3E & 4) and a conditional use permit is not required. As a result, Town staff requests that items G3. and G4. be deleted from the agenda.

G5. INTERGOVERNMENTAL AGREEMENT – REGIONAL PHOENIX METROPOLITAN FIRE SERVICE AUTOMATIC AID (RESOLUTION NO. R2022.29) (PAGES 32-70): The Phoenix Metropolitan Fire Service Automatic Aid intergovernmental agreement (IGA) includes area cities, towns, fire districts, governmental jurisdictions, and the Town of Guadalupe for the purpose of providing automatic aid assistance for fires and other types of emergency incidents as described under the terms of the Agreement (the “Automatic Aid System”). The existing agreement expires on December 19, 2022. The proposed IGA’s term expires on December 19, 2032 and includes the following revisions:

Changes to the proposed IGA are in capital letters:

- CONTRACT TERM IS 10 YEARS – previously 5 years
- Clause 7.1 No Third-Party Beneficiaries (rewritten):
THE PARTIES EXPRESSLY AGREE THAT THIS AGREEMENT IS NEITHER INTENDED BY ANY OF ITS PROVISIONS TO CREATE ANY THIRD-PARTY BENEFICIARY NOR TO AUTHORIZE ANYONE NOT A PARTY TO THIS AGREEMENT TO MAINTAIN A SUIT FOR PERSONAL INJURIES OR PROPERTY DAMAGE PURSUANT TO THE TERMS OR PROVISIONS OF THIS AGREEMENT.
- Clause 7.2 Workers’ Compensation (rewritten):
TO THE EXTENT REQUIRED BY LAW, AND PURSUANT TO A.R.S. §23-1022(D), FOR THE PURPOSES OR WORKERS’ COMPENSATION COVERAGE, ALL EMPLOYEES OF EACH PARTY COVERED BY THIS AGREEMENT SHALL BE DEEMED TO BE AN EMPLOYEE OF ALL PARTIES. THE AGENCY WHICH REGULARLY EMPLOYS AN EMPLOYEE ENTITLED TO WORKERS’ COMPENSATION ARISING OUT OF WORK ASSOCIATED WITH THIS AGREEMENT SHALL BE THE AGENCY SOLELY LIABLE FOR PAYMENT OF ALL WORKERS’ COMPENSATION AND RELATED BENEFITS.
- Clause 7.3 Immigration Requirements. (amended):
Language added: TO THE EXTENT APPLICABLE BY LAW...
Language deleted: ...BY THE LIFE SAFETY COUNCIL UNDER THE TERMS OF THIS AGREEMENT.
- The signature pages to the IGA were updated, including adding Rio Verde to the IGA. Lastly, the requirement that the IGA be recorded has been eliminated.

Approval of this IGA would continue the Town of Guadalupe’s participation and membership in the regional automatic aid fire and medical service. While this IGA does not have a direct cost, it does commit the Town to provide a fire and medical service through a funded Fire Department. Staff recommends approval of this IGA.

G6. FEDERAL TRANSIT ADMINISTRATION TITLE VI IMPLEMENTATION PLAN, SENIOR BUS TRANSIT PROGRAM – (RESOLUTION NO. 2022.30) (PAGES 71-94): This transit program plan is for a three-year term from March 1, 2023 through February 28, 2026 and replaces the current plan that expires on February 28, 2023. The Title VI Policy Statement for the Town of Guadalupe Senior Bus Transit Program requires full compliance with Title VI of the Civil Rights act of 1964 and related statutes and regulations in all programs and activities. Title VI states that “no person shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination” under any Town of Guadalupe, senior bus transit sponsored program or activity. There is no distinction between the sources of funding.

The Town of Guadalupe has made and will continue to make every effort to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. The Town of Guadalupe, Senior Bus Transit Program will continue to take steps to provide meaningful access to services for persons with limited English proficiency.

If approved, the Mayor would delegate the authority to oversee the Title VI Program to Amber Carter, Senior Center Director.

Changes to the updated implementation plan include the following:

- Title VI Equity Analysis - revised to reflect Title VI Coordinator notification: and, Signature blocks have been updated.
- The Town of Guadalupe has not had any Title VI complaints, investigations, or lawsuits in 2020-2022. Clause added.
- Town of Guadalupe, senior bus transit program: does not select the membership of any transit-related committees, planning boards, or advisory councils. A sub recipient who selects the membership of transit-related, non-elected planning boards, advisory councils, or committees must provide a table depicting the membership of those organizations broken down by race. Subrecipients also must include a description of the efforts made to encourage participation of minorities on these boards, councils, and committees. Clause added.

Similar to the fire IGA, the Transit Program does not have a direct cost. However, it does commit the Town to provide a senior transit service through a funded Senior Center. Staff recommends approval of this IGA.

G7. EXTENSION OF WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT (PAGES 95-110): This license extension and agreement is for a five-year term from November 10, 2021, through November 9, 2026, where the Town will receive \$12,532.27 annually in General Fund revenues. This is an extension of the current five-year original license agreement approved by Town Council on November 17, 2016, for a five-year term, expiring in November 2021. To note, it has taken one year to negotiate this license extension.

This is a license and agreement allow SPRINT COMMUNICATIONS COMPANY L.P., to construct, install, operate, maintain, and upgrade the system then in place, a Fiber Optics Communication System in, along, under, over and across certain streets and public ways within the Town.

Included in the agenda materials is a fiber optic cable map defining the areas in Guadalupe where Sprint Communications has or will locate wired telecommunications equipment. Staff recommends approval of this license and agreement extension.

G8. AMENDED AND RESTATED BILLBOARD LICENSE AGREEMENT (PAGES 111-120): This amended and restated billboard license allows Clear Channel Outdoor, LLC, continued use of two parcels of Town owned land, located adjacent to the intersections of Calle Carmen and Calle Bella Vista and Calle Yusucu and Calle Bella Vista 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.

Clear Channel has operated and owned billboards located at these two locations since 2003. 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 \$6,695,155.23 in General Fund revenues through the term of this license agreement. This amended and restated license agreement extends and combines 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

G9. REQUEST FOR PROPOSALS – TOWN-OWNED LAND (PAGES 121-135): Staff recommends issuing a Request for Proposals (RFP) to solicit interest in the lease and/or sale and development of five Town-owned parcels. Locations of the parcels are: the northeast and northwest corners of Avenida del Yaqui and Guadalupe Road, 9050 S. Avenida del Yaqui; and The Mercado, 9241 S. Avenida del Yaqui. If approved, the RFP would be published and available on December 9, 2022, with a response due date of January 25, 2023.

Should proposals be submitted to the Town, Part IV, page 12, of the RFP provides for an evaluation and selection process of submitted proposals. Additionally, the Town of Guadalupe Town Council shall remain in complete control of this process, as clearly stated in Part I, page 4:

“The Town reserves the right to cancel this Request for Proposals, to reject any or all responses to the Request for Proposals, and to waive or decline to waive any irregularities in any submitted responses to the Request for Proposals, or to withhold the award for any reason that is determined to be in the Town’s best interest. The Town also reserves the right to hold open any or all Request for Proposals for a period of ninety (90) days after the date of opening thereof and the right to accept a Request for Proposals not withdrawn before the scheduled opening date.”

This solicitation would mark the third time the Town issued an RFP for Town property with prior solicitations in Spring 2019 and 2021. No proposals were submitted in 2019 and in 2021, only one for these properties. The 2021 proposal ultimately fell through with no action. Presently and perhaps due in part to the real estate market and the renovation and completion of Avenida del Yaqui, some interest in these properties exists. As a result, staff has refreshed the RFP and recommends this solicitation.

G10. TOWN MANAGER / CLERK EMPLOYMENT CONTRACT AMENDMENT (PAGES 136-137): Council will review and may approve, as the result of the Town Manager / Clerk’s annual review, an amendment to the employment contract between the Town of Guadalupe and the appointed Town Manager / Clerk, Jeff Kulaga, to add a one-time additional 120 personal time off (PTO) leave hours to Mr. Kulaga’s PTO leave balance. The existing two-year contract, between the Town of Guadalupe and the appointed Town Manager / Clerk, was approved by Council on October 28, 2021 with an expiration date of October 30, 2023.

G11. 2023 JANUARY– DECEMBER COUNCIL MEETING SCHEDULE (PAGES 138-150): Per the Guadalupe Town Code of Ordinances, Regular Council Meetings are held on the second and fourth Thursdays of each month. Staff is seeking direction on the Council meeting schedule as provided in the meeting materials, and recommending cancelling the November 23, 2023 and the December 28, 2023, Council Meetings because it conflicts with Thanksgiving and Christmas Holidays, respectively. Town Hall is closed in observance of the holidays outlined below, as approved by Town Council:

Town of Guadalupe Personnel Rules and Policies Manual – Section 510 Holidays		
New Year’s Day	Memorial Day	Friday following Thanksgiving
Martin Luther King Day	Juneteenth (June 19)	Christmas Eve Day
Presidents’ Day	Independence Day	Christmas Day
Good Friday	Labor Day	New Year’s Eve Day
Monday following Easter	Veteran’s Day	Employee Birthday
Cesar Chavez Day (3 rd Monday in April OR the last Friday following Easter)	Thanksgiving Day	

Council may also wish to schedule a Council retreat.

G12. CANCEL DECEMBER 22, 2022 COUNCIL MEETING: Councilmembers will consider cancelling the Thursday December 22, 2022 Regular Council Meeting due to the Christmas Holiday. Town Hall will be Closed for the Christmas Holiday Monday December 26, 2022 and Tuesday December 27, 2022.



Minutes Town Council Regular Meeting October 27, 2022

Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, October 27, 2022, 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 6:06 p.m.

B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina. The following councilmembers participated via video conference: Vice Mayor Ricardo Vital, Councilmember Mary Bravo, and Councilmember Joe Sánchez

Councilmembers Absent: Councilmember Elvira Osuna and Councilmember Anita Cota Soto

Staff Present: Jeff Kulaga – Town Manager / Clerk and Barry Aylstock – Town Attorney

C. INVOCATION/PLEDGE OF ALLEGIANCE

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

D. APPROVAL OF MINUTES

1. Approval of the October 13, 2022, Town Council Regular Meeting Minutes.
2. Approval of the October 19, 2022, Town Council Special Meeting Minutes.

Motion by Councilmember Bravo to approve agenda items D1 and D2; second by Councilmember Sánchez. Motion passed unanimously on a voice vote 4-0.

1. Councilmembers approved the October 13, 2022, Town Council Regular Meeting Minutes.
2. Councilmembers approved the October 19, 2022, Town Council Special Meeting Minutes.

E. CALL TO THE PUBLIC

Mayor Molina requested that the time limit of three minutes be waived for the following three speakers: Antonia Campoy, Brenda Abney, and Michelle Reed. Councilmembers concurred with this request.

The speakers, Antonia Campoy, Brenda Abney, and Michelle Reed invited the Mayor and Council to attend an exhibit at the City of Tempe Historical Museum that will be featuring the history of Guadalupe, Arizona, on Saturday, November 19, 2022.

F. MAYOR and COUNCIL PRESENTATION:

Mayor Molina read a proclamation declaring Friday, October 28, 2022, as Councilmember Gloria Cota Day in the Town of Guadalupe. The Mayor then presented Councilmember Cota's family with a plaque honoring Councilmember Cota's years of service as a Town of Guadalupe Councilmember.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. WATER, WASTEWATER, AND STORMWATER RATE STUDY PRESENTATION

Mayor Molina called upon City of Tempe representatives to provide an update on proposed water utility rate increases for all utility customers within the City of Tempe and the Town of Guadalupe.



Tara Ford, Municipal Utilities Director for the City of Tempe, provided an overview of the 2022 water, wastewater, and stormwater rate recommendations. Ms. Ford discussed the rate study methodology, data collection, customer engagement, and program cost recovery. Ms. Ford then introduced Andrew Burnham, Vice President of Management and Technology consultant from Stantec.

Mr. Burnham discussed rate study (study) considerations and the process. The study revealed that the existing resources will not meet the current and long-term requirements of the system. To maintain the level of service and address capital needs, the following recommendations are:

- 5.5% average water revenue increase
- 2.5% average wastewater revenue increase
- Stormwater/environmental fee: \$3
- Flood irrigation: 50% cost recovery

Mr. Burnham noted that the last time these rates were increased was in 2016. He then reviewed the current and proposed rate increases based upon user classifications such as residential versus commercial users.

Ms. Ford discussed the public engagement process and upcoming public meetings. The City of Tempe has various programs and payment plans to assist utility customers that are experiencing financial hardship. The public is encouraged to attend the public meetings. Jeff Kulaga, Town Manager / Clerk, stated that the public meeting information will be included on the Town of Guadalupe website.

2. PUBLIC HEARING – REZONING REQUEST FOR 9018 SOUTH AVENIDA DEL YAQUI (RZ2022-05) *(continued from the October 13, 2022 Regular Council Meeting)*

Hold a public hearing for a rezoning request of the property located at 9018 South Avenida del Yaqui from C-1 Neighborhood Commercial to C-2 General Commercial, which aligns current property uses with allowable land uses, per the Guadalupe Town Code, Section 154.067(C) (3 & 4) for the C-2 zoning designation and with the issuance of a conditional use permit. The existing use of the property is for auto repair, paint shop, and auto mechanic work. The Applicant is Ramon Guzman, property owner. Maricopa County Assessor Parcel #APN 301-12-108B. *(related to G3)*

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

Mayor Molina opened the public hearing.

Ramon Guzman, property owner and applicant, stated that he owns a business in Guadalupe and is requesting that it be rezoned from C-1 to C-2. Mr. Guzman submitted photos of the property to Town staff for the record.

In response to a question regarding whether the oil from the auto repairs at this location is being properly stored, Mr. Guzman stated that the business, which is operated by his tenant, is in compliance with the Environmental Protection Agency regulations and that oil is being stored properly.

In response to a question regarding how the spray painting activity is regulated, Mr. Guzman stated that the tenant uses a spray booth when spray painting occurs.

Chris Anaradian, Planning and Development consultant (Consultant) for the Town of Guadalupe, stated that when a rezoning occurs, it is attached to the land, even after the land is sold to another party.

Motion by Councilmember Bravo to close the public hearing; second by Councilmember Sánchez. Motion passed unanimously on a voice vote 4-0.

Mayor Molina closed the public hearing.

Councilmembers held a public hearing for a rezoning request of the property located at 9018 South Avenida del Yaqui from C-1 Neighborhood Commercial to C-2 General Commercial, which aligns current property uses with allowable land uses, per the Guadalupe Town Code, Section 154.067(C) (3 & 4) for the C-2 zoning designation and with the issuance of a conditional use permit. The existing use of the property is for auto repair, paint shop, and auto mechanic work. The Applicant is Ramon Guzman, property owner. Maricopa County Assessor Parcel #APN 301-12-108B. *(related to G3)*

3. REZONING REQUEST – 9018 SOUTH AVENIDA DEL YAQUI (RZ2022-05) *(continued from the October 13, 2022 Regular Council Meeting)*

Mayor Molina stated that this agenda item is for Council to consider a rezoning request for 9018 South Avenida del Yaqui from C-1 Neighborhood Commercial to C-2 General Commercial, which aligns current property uses with the allowable land uses, per the Guadalupe Town Code, Section 154.067(C)(3 & 4) for the C-2 zoning designation and with the issuance of a conditional use permit. The existing use of the property is for auto repair, paint shop, and auto mechanic work. The Applicant is Ramon Guzman, property owner. Maricopa County Assessor Parcel #APN 301-12-108B. *(related to G2)*

Jeff Kulaga, Town Manager / Clerk, stated that the activities occurring on this property do not comply with the current zoning. Rezoning the property to C-2, accompanied by the issuance of a conditional use permit, would allow for the current uses to comply with the C-2 zoning.

Chris Anaradian, Consultant, stated that the parcel located at 9018 South Avenida del Yaqui is 18,000 square feet. The C-2 zoning designation would allow for the consideration of a conditional use permit. The land use rules are outlined in the Town Code. There are residential properties located behind this business location. This rezoning request is a result of the Town having received a complaint by a resident that was impacted by this business. The decision before the Town Council is to balance the property rights of residents versus a commercial property owner. Mr. Anaradian discussed a similarly zoned parcel located nearby where the commercial property is zoned C-2 that is located directly adjacent to residentially zoned properties. Therefore, it would not be unprecedented for Council to approve the rezoning request.

Mr. Anaradian noted that to allow the business to continue operating, approval of the rezoning would be required. If this property is sold to another party, the zoning would remain in place. This agenda item is related to agenda items G4 and G5, a conditional use permit request. If Council approves the conditional use permit request, it would expire when there is a change in the use of the property.

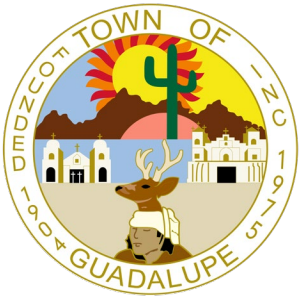
In response to a question regarding if Town staff has inspected the property, Mr. Kulaga stated that Town staff has inspected the spray booth and found it to be in proper working order. The Maricopa County Environmental Department oversees spray painting operations.

Ramon Guzman stated that the Maricopa County Environmental Department issues permits for paint booths.

In response to a question regarding if the intensity of spray painting increases for large jobs, would that impact the conditional use permit, Mr. Anaradian stated that auto repair at this location is the primary use of the property, whereas painting is an ancillary use.

The business owner, stated that his business offers minor auto repairs. For large paint jobs, the work is done off-site.





In response to a question regarding if Town officials are notified if the Environmental Protection Agency finds the business to be out of compliance, Mr. Anaradian stated that if the Maricopa County Environmental Services Division issues a notice of violation to the property owner, the property owner would have a timeframe in which to resolve the issue. It is unclear if local jurisdictions are not notified when notice of violations are issued by the Maricopa County Environmental Services Division to property owners. Council can add additional requirements to conditional use permits.

Motion by Councilmember Bravo to approve agenda item G3; second by Councilmember Sánchez. Motion passed unanimously on a voice vote 4-0.

Councilmembers approved a rezoning request for 9018 South Avenida del Yaqui from C-1 Neighborhood Commercial to C-2 General Commercial, which aligns current property uses with the allowable land uses, per the Guadalupe Town Code, Section 154.067(C)(3 & 4) for the C-2 zoning designation and a conditional use permit. The existing use of the property is for auto repair, paint shop, and auto mechanic work. The Applicant is Ramon Guzman, property owner. Maricopa County Assessor Parcel #APN 301-12-108B. *(related to G2)*

4. PUBLIC HEARING – CONDITIONAL USE PERMIT REQUEST FOR 9018 SOUTH AVENIDA DEL YAQUI (CU2022-03) *(continued from the October 13, 2022 Regular Council Meeting)*

Mayor Molina stated that this is a public hearing for a Conditional Use Permit request for the property located at 9018 South Avenida del Yaqui to conduct auto mechanic work and auto painting. Under agenda items G3 & G4, Council approved a request to rezone the property to C-2 General Commercial. The existing use of the property is for auto repair, paint shop, and auto mechanic work. The Applicant is Ramon Guzman, property owner. Maricopa County Assessor Parcel #APN 301-12-108B. *(related to G5)*

Motion by Councilmember Bravo to open the public hearing; second by Councilmember Sánchez. Motion passed unanimously on a voice vote 4-0.

Mayor Molina opened the public hearing.

Jeff Kulaga, Town Manager / Clerk, stated that this agenda item is a public hearing for Council to consider a request for the issuance of a conditional use permit.

No members of the public spoke.

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

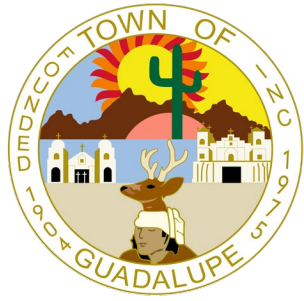
Mayor Molina closed the public hearing.

Councilmembers held a public hearing for a Conditional Use Permit request for the property located at 9018 South Avenida del Yaqui to conduct auto mechanic work and auto painting. Under agenda items G3 & G4, Council approved a request to rezone the property to C-2 General Commercial. The existing use of the property is for auto repair, paint shop, and auto mechanic work. The Applicant is Ramon Guzman, property owner. Maricopa County Assessor Parcel #APN 301-12-108B. *(related to G5)*

5. CONDITIONAL USE PERMIT REQUEST FOR 9018 SOUTH AVENIDA DEL YAQUI (CU2022-03) *(continued from the October 13, 2022 Regular Council Meeting)*

Mayor Molina stated that this agenda item is for Council to consider approving or denying a Conditional Use Permit request for the property located at 9018 South Avenida del Yaqui to conduct auto mechanic work and auto painting. Under agenda items G3 & G4 the Council approved a request to rezone the property to C-2 General Commercial. The existing use of the property is for auto repair, paint shop,

and auto mechanic work. The Applicant is Ramon Guzman, property owner. Maricopa County Assessor Parcel #APN 301-12-108B. *(related to G4)*



Chris Anaradian, Consultant, provided a slide presentation and stated that there is a Town Code provision that allows for major automotive repair, paint, body, upholstery, and fender work. Town staff sent public notices to property owners within 150' of this property. Jeff Kulaga, Town Manager / Clerk, noted that there was a neighbor that spoke in opposition of the rezoning and conditional use permit requests at the October 13, 2022, Regular Council Meeting.

Mr. Anaradian stated that use permits are regulated by the Towns' code enforcement staff. The Town code requires landscaping within certain boundaries of the property frontage, which does not exist today. It is being recommended that the following four stipulations be included if Council approves the conditional use permit request:

- Maintain screening from public street view and adjacent properties by opaque fences or walls, six feet in height.
- Yards required adjacent to public streets shall be entirely landscaped except for necessary driveways and walkways.
- Major automotive repair and painting activity shall not become objectionable by reason of emission of odor, dust, smoke, gas, vibration, or noise.
- Hours of major automotive repair and painting activity are allowed only between 8:00 a.m. – 7:00 p.m..

Councilmembers discussed the proposed stipulations. Mr. Anaradian clarified that the conditional use permit would apply to the business that is currently operating at this location. If the business operation were to change its activities, it may require that the conditional use permit be renewed with new stipulations.

Motion by Councilmember Bravo to approve agenda item G5 with the hours of major automotive repair and painting activity allowed only between 8:00 a.m. – 6:00 p.m.. The motion died for lack of a second.

Motion by Vice Mayor Vital to approve agenda item G5 with the four stipulations outlined below; second by Councilmember Bravo. Motion passed unanimously on a voice vote 4-0.

- **Maintain screening from public street view and adjacent properties by opaque fences or walls, six feet in height.**
- **Yards required adjacent to public streets shall be entirely landscaped except for necessary driveways and walkways.**
- **Major automotive repair and painting activity shall not become objectionable by reason of emission of odor, dust, smoke, gas, vibration, or noise.**
- **Hours of major automotive repair and painting activity are allowed only between 8:00 a.m. – 5:00 p.m..**

Councilmembers approved a Conditional Use Permit request, *with stipulations*, for the property located at 9018 South Avenida del Yaqui to conduct auto mechanic work and auto painting. Under agenda items G3 & G4 the Council approved a rezoning request to C-2 General Commercial. The existing use of the property is for auto repair, paint shop, and auto mechanic work. The Applicant is Ramon Guzman, property owner. Maricopa County Assessor Parcel #APN 301-12-108B. *(related to G4)*



6. PUBLIC HEARING – COMMUNITY BLOCK GRANT PROGRAM (RESOLUTION NO. R2022.26)

Mayor Molina stated that this agenda item is a public hearing to obtain citizen comment and input for the proposed Roadway and Neighborhood Lighting Project application for submittal to the Maricopa County Housing and Community Development Divisions for funding under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program for fiscal year 2023-2024. *(related to G7)*

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

Mayor Molina opened the public hearing.

Jeff Kulaga, Town Manager / Clerk, stated that a public hearing is required by the U.S. Department of Housing and Urban Development for Community Development Block Grant funding. To date, no public input has been received regarding this agenda item.

No members of the public spoke.

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

Mayor Molina closed the public hearing.

Councilmembers held a public hearing to obtain citizen comment and input for the proposed Roadway and Neighborhood Lighting Project application for submittal to the Maricopa County Housing and Community Development Divisions for funding under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program for fiscal year 2023-2024. *(related to G7)*

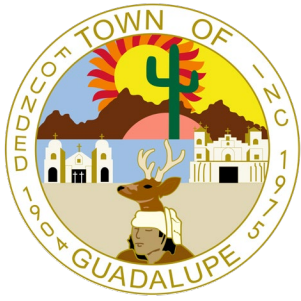
7. COMMUNITY BLOCK GRANT PROGRAM (RESOLUTION NO. R2022.26)

Mayor Molina stated that this agenda item is for Council to consider adopting a resolution authorizing the Town to submit an application to the Maricopa County Housing and Community Development Divisions for funding under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program for a Roadway and Neighborhood Lighting Project consisting of removing 41 street lights in the Solares neighborhood and replacing them with 48 new street lights, engineering design/construction document preparation, construction bid process oversight, construction management, quality control, and inspection services. The requested grant funding amount totals \$493,600 for fiscal year 2023-2024. The application submittal deadline is December 1, 2022. Adoption of the resolution authorizes the Mayor and Town Manager / Clerk to execute any documents in furtherance of this application. *(related to G6)*

Jeff Kulaga, Town Manager / Clerk, stated that this agenda item is the Town's annual Community Development Block Grant (CDBG) application. In years past, the Town has been awarded CDBG funding for the sewer line repair project. The current CDBG application under consideration is for the replacement and renovation of the Town's street lighting system.

An assessment of the Town's street lights conducted by Dibble Engineering (Dibble) concluded that the estimated cost for the replacement and renovation of the Town's street lighting system will cost an estimated \$2.1 million. The project would take six years to complete and would bring the Town's street lights up to industry standards.

**Motion by Councilmember Bravo to approve agenda item G7; second by Vice Mayor Vital.
Motion passed unanimously on a voice vote 4-0.**



Councilmembers adopted **RESOLUTION NO. R2022.26** authorizing the Town to submit an application to the Maricopa County Housing and Community Development Divisions for funding under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program for a Roadway and Neighborhood Lighting Project consisting of removing 41 street lights in the Solares neighborhood and replacing them with 48 new street lights, engineering design/construction document preparation, construction bid process oversight, construction management, quality control, and inspection services. The requested grant funding amount totals \$493,600 for fiscal year 2023-2024. The application submittal deadline is December 1, 2022. Adoption of the resolution authorizes the Mayor and Town Manager / Clerk to execute any documents in furtherance of this application. (*related to G6*)

8. APPROVAL OF CONTRACT – WASTEWATER COLLECTION SYSTEM REPAIR AND REHABILITATION DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

Mayor Molina stated that this agenda item is for Council to consider awarding a contract to the Town Engineer, Dibble Engineering, for engineering design/construction document preparation, construction bid process oversight, construction management, quality control and inspection services for rehabilitation to the Town of Guadalupe wastewater system that includes repair of 2 segments totaling 12 linear feet, 14 segments of cured in place pipe lining totaling 4,699 linear feet, and epoxy coat of 5 manholes. The contract amount is \$80,100. This contract is funded through Community Development Block Grant funding of \$550,275 as approved by the Town Council at the October 13, 2022 Regular Council Meeting.

Jeff Kulaga, Town Manager / Clerk, stated that this agenda item would authorize the Town Engineer, Dibble Engineering, to design the needed improvements to the wastewater collection system in preparation for the bid process. Once a contractor has been selected, the Town can proceed to utilize the \$550,275 in Community Development Block Grant funds to repair the Town's sewer lines.

In response to a question seeking clarification on what the process is to repair manholes, Vince Gibbons, Dibble Engineering representative, stated that the manholes will receive an epoxy coating.

Motion by Vice Mayor Vital to approve agenda item G8; second by Councilmember Sánchez. Motion passed unanimously on a voice vote 4-0.

Councilmembers awarded a contract (C2022-44) to the Town Engineer, Dibble Engineering, for engineering design/construction document preparation, construction bid process oversight, construction management, quality control and inspection services for rehabilitation to the Town of Guadalupe wastewater system that includes repair of 2 segments totaling 12 linear feet, 14 segments of cured in place pipe lining totaling 4,699 linear feet, and epoxy coat of 5 manholes. The contract amount is \$80,100. This contract is funded through Community Development Block Grant funding of \$550,275 as approved by the Town Council at the October 13, 2022 Regular Council Meeting.

9. AK-CHIN INDIAN COMMUNITY GAMING GRANT INTERGOVERNMENTAL AGREEMENT (RESOLUTION NO. R2022.27)

Mayor Molina stated that this agenda item is for Council to consider adopting a resolution authorizing the Mayor, or designee, to execute an intergovernmental agreement, IGA, between the Ak-Chin Indian Community and the Town of Guadalupe to accept an awarded 12% Contribution Grant in the amount of \$72,000 for the replacement and purchase of 8 portable radios for Guadalupe Firefighters. The award of this grant will fund the replacement of outdated portable radios, providing Guadalupe Firefighters the most updated communication devices for responding to calls for service.

Jeff Kulaga, Town Manager / Clerk, stated that the Ak-Chin recently awarded the Town \$72,000 from revenue sharing grants for the replacement and purchase of 8 portable radios for Guadalupe Firefighters. The existing radios are outdated and have exceeded their life expectancy. Staff

recommends approval of this agenda item. The last three agenda items total over \$1 million in grant funding for much needed equipment and projects in Town.

Motion by Councilmember Bravo to approve agenda item G9; second by Vice Mayor Vital. Motion passed unanimously on a voice vote 4-0.

Councilmembers adopted **RESOLUTION NO. R2022.27** authorizing the Mayor, or designee, to execute an intergovernmental agreement, IGA (Grant No: 22-06) (C2022-45), between the Ak-Chin Indian Community and the Town of Guadalupe to accept an awarded 12% Contribution Grant in the amount of \$72,000 for the replacement and purchase of 8 portable radios for Guadalupe Firefighters. The award of this grant will fund the replacement of outdated portable radios, providing Guadalupe Firefighters the most updated communication devices for responding to calls for service.

10. FISCAL YEAR 2021/2022 TOWN BUDGET YEAR END REVIEW

Mayor Molina called upon Jeff Kulaga, Town Manager / Clerk, to provide a review of the Fiscal Year 2021/22 budget performance, including an overview of revenues and expenditures of the Town's General Fund year end fund balances. The 2021/2022 year end expenditures total \$11,150,794. There are 12 individual funds in the budget.

Mr. Kulaga reviewed the status of each of the 12 funds. The five-year forecast anticipates that expenditures will exceed revenues in 7 of the 12 funds, which is not a sustainable financial plan. In fiscal year 2023, the municipal bond will be paid in full which will eliminate the annual expenditure of approximately \$300,000.

Mr. Kulaga then reviewed various revenue sources. The Town's portion of urban revenue sharing, state sales taxes, and bed tax revenues will be declining in the future. 49% of the Town's budget is allocated for public safety.

The Town effectively managed the expenditure of COVID-19 funds for capital projects and public health and safety services. 95% of the Avenida del Yaqui Street Improvement Project was paid for with state and federal funds. The Solid Waste Fund is stable.

Of concern is that the General Fund, Mercado, and Sewer Funds are facing challenges. Mr. Kulaga emphasized that the five-year forecast anticipates expenditures exceeding revenues.

In response to a question regarding the cost of public safety in relation to the total expenditures, Mr. Kulaga stated that a majority of public safety costs were paid for with COVID-19 funds, versus expenditures that are paid for from the General Fund. COVID-19 funding will likely not be forthcoming for the next fiscal year.

A Councilmember requested that there be a standing agenda item for updates to be provided to Council by the Maricopa County Sheriff's Office.

11. CLAIMS

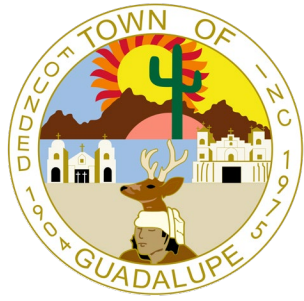
Mayor Molina stated that this agenda item is for Council to consider approving the check register for September 2022, totaling \$779,290.65.

In response to a question concerning how the City of Tempe proposed water rate increases will impact the Town's budget, Mr. Kulaga stated that he will provide follow up information to Council on this matter.

Motion by Vice Mayor Vital to approve agenda item G11; second by Councilmember Sánchez. Motion passed unanimously on a voice vote 4-0.



Councilmembers approved the check register for September 2022, totaling \$779,290.65.



H. TOWN MANAGER/CLERK'S COMMENTS

Jeff Kulaga, Town Manager / Clerk

- Saturday, November 5, 2022 – Community bike ride and ribbon cutting ceremony for the completion of the Avenida del Yaqui Street Improvement Project, followed by a Veterans Day Parade.
- Guadalupe Road bridge will be closed at various times, beginning Friday, November 4, 2022.

I. COUNCILMEMBERS' COMMENTS

Councilmember Bravo

- There are many events occurring in Town, including Spooktacular.
- Wished everyone a Happy Thanksgiving and holiday season.

Vice Mayor Vital

- October 29, 2022 – Vaccination clinic event.

Councilmember Sánchez

- Thanked staff for their work.
- Have received positive feedback regarding the Avenida del Yaqui Street Improvement Project.

Mayor Molina

- Dia de los Muertos – cemetery closes at 10:00 p.m.. Local vendors will be participating.
- Saturday, December 3, 2022 – Arizona Cardinals food distribution and Christmas tree give away event.
- Saturday, November 26, 2022 – light parade and tree lighting event.
- Wished everyone a happy and safe Halloween.

J. ADJOURNMENT

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

The meeting was adjourned at 8:05 p.m.

Valerie Molina, Mayor

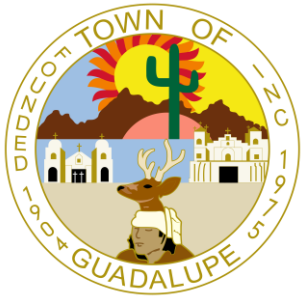
ATTEST:

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 Regular Meeting November 10, 2022

Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, November 10, 2022, at 6:02 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

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

A. Mayor Molina called the meeting to order at 6:02 p.m.

B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina, Councilmember Mary Bravo, and Councilmember Joe Sánchez . Vice Mayor Ricardo Vital, Councilmember Elvira Osuna, and Councilmember Anita Cota Soto

Staff Present: Jeff Kulaga – Town Manager / Clerk and Barry Aylstock – Town Attorney

C. INVOCATION/PLEDGE OF ALLEGIANCE

Mayor Molina called for a moment of silence in memory of former Councilmember Gloria Cota, and in honor of Veterans. Mayor Molina then led the Pledge of Allegiance.

D. APPROVAL OF MINUTES – None.

E. CALL TO THE PUBLIC – None.

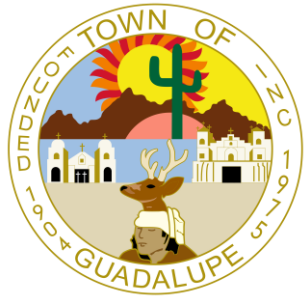
F. MAYOR and COUNCIL PRESENTATION: - None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. **TOWN COUNCIL SWEARING IN CEREMONY:** The newly elected Mayor Valerie A. Molina and Councilmembers Esteban F. V. Fuertes, Mary Bravo, and Joe Sánchez were sworn into office by Jeff Kulaga Town Manager/Clerk. The Mayor’s term of office expires in November 2024 and the Councilmembers’ terms of office expire in November 2026. The Town Manager/Clerk performed a swearing ceremony.

2. **VICE MAYOR SELECTION:** Mayor Molina stated this agenda item is for Council to consider nominating a Councilmember to serve as Vice Mayor for a two-year term, ending November 2024. Mayor Molina thanked the current Vice Mayor, Ricardo Vital, for serving the Council in the role of Vice Mayor.

Motion by Councilmember Sanchez to nominate Ricardo Vital to serve as the Vice Mayor; second by Councilmember Soto. Motion passed unanimously on a voice vote 6-0 with Vice Mayor Vital abstaining



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

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3. HIGHLINE CANAL RECREATIONAL PATH LIGHTING REPLACEMENT PROJECT INTERGOVERNMENTAL AGREEMENT – RESOLUTION NO. R2022.28

Mayor Molina stated that this agenda item is for Council to consider adopting a resolution authorizing the Mayor, or designee, to enter into an intergovernmental agreement 22-0008725 with the State of Arizona, acting through its Department of Transportation (ADOT) for the removal of the existing solar powered lighting system for 1.5 miles along the Highline Canal Multi-Use Pathway within the Town of Guadalupe, and replacing with an electric powered lighting system. The Project cost is estimated at \$579,299, which includes \$501,842 of Highway Infrastructure Programs Congressional Directed Spending Projects (Earmarks) federal aid and \$77,457 Town of Guadalupe funds. The Town will administer project design and the State will advertise, bid and award, and administer the project construction.

Jeff Kulaga, Town Manager/Clerk, stated that the Town of Guadalupe received approximately \$501,000 in federal funding and thanked Congressman Gallego for his assistance in this process. The total cost of this project is \$579,000. The Town is responsible for providing \$77,000 in funding. The project will provide replacement lighting along the Highline Canal. The Arizona Department of Transportation will be managing the project. Adoption of the proposed resolution would also be approving the intergovernmental agreement with ADOT.

Mr. Kulaga then discussed the project schedule. Staff anticipates that construction would begin in the fall of 2023.

Motion by Councilmember Fuerte to approve agenda item G3; second by Councilmember Soto. Motion passed unanimously on a voice vote 7-0.

Councilmembers approved an intergovernmental agreement (C2022-48) 22-0008725 with the State of Arizona, acting through its Department of Transportation for the removal of the existing solar powered lighting system for 1.5 miles along the Highline Canal Multi-Use Pathway within the Town of Guadalupe, and replacing with an electric powered lighting system. The Project cost is estimated at \$579,299.00, which includes \$501,842 of Highway Infrastructure Programs Congressional Directed Spending Projects (Earmarks) federal aid and \$77,457 Town of Guadalupe funds. The Town will administer project design and the State will advertise, bid and award, and administer the project construction.

H. TOWN MANAGER/CLERK'S COMMENTS

Jeff Kulaga, Town Manager / Clerk

- Announced Tree lighting, parade, and Navidad event details, which are available on the Town's Facebook page.

I. COUNCILMEMBERS' COMMENTS

Councilmember Fuerte

- Thanked the voters for their support.
- Voiced a desire to improve the lives of youth in the community.

Councilmember Bravo

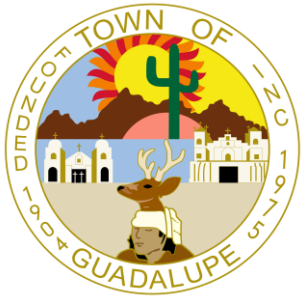
- Thanked the voters for their support.

Councilmember Sanchez

- Congratulated Councilmember Fuerte on being elected to Council.
- Looking forward to serving as a Councilmember.

Vice Mayor Vital

- Thanked the community for attending the meeting and the Tribal Council for their support.
- Thanked Councilmember Fuerte and shared words of encouragement.
- Thanked Council for their support.



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

Councilmember Soto

- o Thanked the community for attending the meeting.
- o Thanked the newly elected Councilmembers.
- o Thanked Maricopa County Sheriff's Office for assisting in a recent incident.
- o Thanked the Pascua Yaqui Tribal Council for their support in the renovation of the Council Chambers.
- o Thanked community members and is looking forward to the new year.

Councilmember Osuna

- o Thanked the community for attending the meeting. Invited community members to participate and get involved.
- o Thanked Pascua Yaqui Tribal members.
- o Congratulated Councilmembers for being elected.

Mayor Molina

- o Thanked the community and representatives from the Pascua Yaqui Tribal Council for attending the meeting.

J. ADJOURNMENT

Motion by Vice Mayor Vital to adjourn the Regular Council Meeting; second by Councilmember Bravo. Motion passed unanimously on a voice vote 7-0.

The meeting was adjourned at 6:23 p.m.

Valerie Molina, Mayor

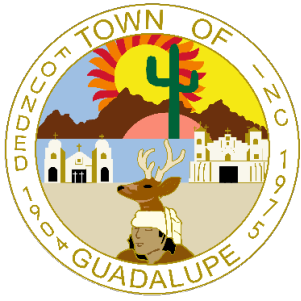
ATTEST:

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 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 November 10, 2022

Minutes of the Guadalupe Town Council Special Meeting held on Thursday, November 10, 2022, 4:30 p.m., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Conference Room, Guadalupe, Arizona.

A. CALL TO ORDER

Mayor Molin called the meeting to order at 4:30 p.m.

B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina, Vice Mayor Ricardo Vital, Councilmember Mary Bravo, Councilmember Esteban F.V. Fuente, Councilmember Joe Sánchez, and Councilmember Anita Cota Soto

Councilmembers Absent: Councilmember Elvira Osuna

Staff Present: Jeff Kulaga, Town Manager / Clerk, Kay Savard, Deputy Town Clerk, and David Ledyard – Town Attorney

C. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. EXECUTIVE SESSION:

Motion by Councilmember Bravo to convene into Executive Session; second by Vice Mayor Vital. 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. Clear Channel Outdoor, Inc. – License Agreement
- b. Town Property Update – 9201 South Avenida del Yaqui
- c. Town Manager Performance Evaluation

D. ADJOURNMENT

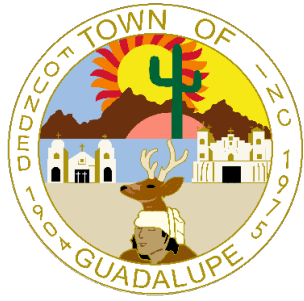
Motion by Councilmember Cota Soto to adjourn the Special Council Meeting; second by Councilmember Sánchez. Motion passed unanimously on a voice vote 5-0.

The meeting was adjourned at 4:32 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



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 whether 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 30 days prior to scheduled Town council meeting. **Applicant must attend all public hearings/meetings.**

GENERAL INFORMATION:

Project name: Cota's Garage - A.K.A. - Guadalupe Town Garage
 Existing use of property: Tires only
 Proposed use of property: Tires, oil, brakes (to provide extra income)
 Existing zoning: C-1 Requested zoning (if applicable): C-2

PROPERTY INFORMATION:

Address: 9022 S. Avenida del Yaqui Guadalupe, AZ 85283
 Legal Description*: Section 5 Township 1S Range 4E
 Maricopa County Assessor's Parcel Number (APN)*: 301-12-1120
 Subdivision Name & Lot # (if applicable/available) N/A

*Available at: <https://mccassessor.maricopa.gov/>

APPLICANT INFORMATION:

Name: Edward Cota Jr.
 Mailing Address: 518 N. Santa Barbara Mesa, AZ 85201
 Contact phone #: 480 678-0459 Email: _____
 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*
- 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*
- Proof of property ownership

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 C1 to C-2 zoning
 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: Edward Cota Jr.
Mailing Address: 518 N. Santa Barbara Mesa, AZ 85201
Phone #: 480-678-0459 Email: N/A

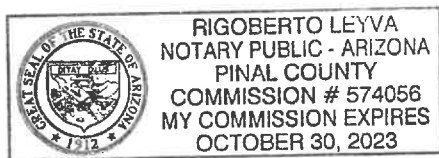
PROPERTY OWNER AUTHORIZATION:

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

[Signature] (Signature) 9-27-22 (Date)

Notary (Rezoning Applications Only)

The State of ARIZONA County of MARICOPA
Subscribed, sworn to and acknowledged before me by EDUARDO COTA JR., the principal,
and subscribed and sworn to me by _____, the witness, this 27th day of
SEPTEMBER (month), 2022 (year).



(signed) [Signature]
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.

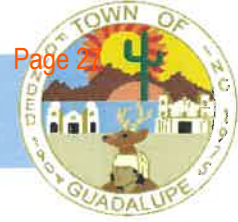
We currently only sell tires, but would really loved the opportunity to add oil and brakes, due to the fact that tires don't always sell, adding oil and brakes would provide some much needed income.

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 ✓	\$400.00
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	
All other	\$50 ✓	
Variances		
Single-family residential	\$50	
All other	\$50	
TOTAL		400.00

APPLICANT SIGNATURE:

Edward Lopez Jr. _____ *9-27-22*
 (Signature) (Date)



TOWN OF GUADALUPE – ZONING CODE SETBACK REQUIREMENTS

RESIDENTIAL ZONING DISTRICTS – TOWN CODE §154.066 (E) (1) & (2)

Zoning District	Minimum Lot Area per D.U. First 2 D.U.	Minimum Lot Area per D.U. Add'l D.U.	Minimum Lot Width	MINIMUM YARD SETBACKS				Maximum Building Height
				Front	Side	Street Side	Rear	
R-2	5,000 square feet		75'	25'	7'*	20'	20'	30'
R-3	5,000 square feet	2,500 square feet	100'	20'	7'*	15'	15'	30'
R-4	5,000 square feet	1,250 square feet	100'	20'	7'*	15'	15'	30'

*For ease of access, 1 side shall be at least 10 feet in width. Churches and schools 35 feet on each side.

The minimum provisions listed above shall not apply to any lot of smaller size already of record in the office of the County Recorder of Maricopa County, Arizona, before the effective date of this chapter.

Zoning District	MINIMUM YARD SETBACKS				Maximum Height
	Front	Side	Street Side	Rear	
R-1-9	30'	10'	20'	10'	30'
R-1-6	25'	7'	15'	10'	30'

The minimum provisions listed above shall not apply to any lot of smaller size already of record in the office of the County Recorder of Maricopa County, Arizona, before the effective date of this chapter.

COMMERCIAL ZONING DISTRICTS – TOWN CODE §154.067(F)

Zoning District	MINIMUM YARD SETBACKS				Maximum Height
	Front	Side	Street Side	Rear	
C-1	25'	12'	15'	15'	30'
C-2	20'	12'	15'	15'	30'
C-Mix	30'	20'	30'	30'	40'

The minimum provisions listed above shall not apply to any lot of smaller size already of record in the office of the County Recorder of Maricopa County, Arizona, before the effective date of this chapter.

Please return to:
Eduardo Cota III
9447 S. Calle Azteca
Guadalupe, AZ 85283

M
98-1076812 11/30/98 03:41
PAULA 1 OF 1

QUIT CLAIM DEED

GRANTOR

Maria Arenas Cota

GRANTEES

Eduardo Cota III, Edith Pineda,
Catherine Cota, Elvira Cota, Moses Cota
Amy Cota and Joshua Cota,
as tenants in common

Subject Real Property

Exempt: ARS 42-1614 (B)(3)

Township 1S, Range 4 E. of the SE 1/4 of the SE 1/4 of section 5 commencing at the SE corner of Section 5, thence N 505.80 feet to a point, thence W 33 feet to the point of beginning, thence W 125 feet, thence N 116 feet, thence E 125 feet, thence S. 116 feet to the point of beginning, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, AND the business located on this real estate, known as "Cota's Garage."

(Also known as Maricopa County, Arizona, land parcel 301-12-112Q, and as 9022 S. Avenida del Yaqui, Guadalupe, Arizona, and as Cota's Garage)

For valuable consideration, Grantor quit claims to Grantee all right, title, and interest in Subject Real Property AND business known as "Cota's Garage," together with all rights and privileges appurtenant or to become appurtenant to Subject Real Property on effective date.

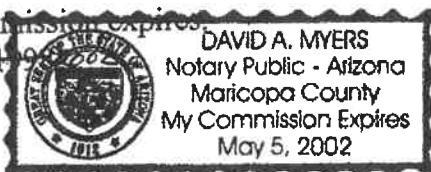
Effective date:
November 30, 1998

Maria Arenas Cota
Maria Arenas Cota

STATE OF ARIZONA |
| ss.
County of Maricopa |

SWORN AND SIGNED before me on November 30, 1998 by Maria Arenas Cota.

My commission expires
May 5, 1999



David A. Myers
Notary Public



Map



FLORES ROSALINO JR
9005 S CALLE AZTECA
GUADALUPE, AZ 85283

GILBERT AND DOREEN F VALENZUELA
FAMILY TRUST
9009 S CALLE AZTECA
GUADALUPE, AZ 85283

MARTINEZ MANUEL G & GUADALUPE
9015 S CALLE AZTECA
GUADALUPE, AZ 85283

CASTORENA GERARDO
9019 S CALLE AZTECA
GUADALUPE, AZ 85283

ORTIZ ALICE R
9023 S CALLE AZTECA
GUADALUPE, AZ 85283

GASTELO ISIDRO L/YOLANDA D TR
9027 S CALLE AZTECA
GUADALUPE, AZ 852832525

GASTELO JUAN JR
9031 S CALLE AZTECA
GUADALUPE, AZ 85283

HOLGUIN SAMUEL G/VICTORIA R
9035 S CALLE AZTECA
GUADALUPE, AZ 85283

GUZMAN RAMON
PO BOX 11776
TEMPE, AZ 85284

LOPEZ HENRY J
9020 S AVENIDA DEL YAQUI
GUADALUPE, AZ 85283

BOJORQUEZ JOSE ABEL ARMENTA
5740 E CALLE MEXICO
GUADALUPE, AZ 85283

TOWN OF GUADALUPE
9050 S AVENIDA DEL YAQUI
GUADALUPE, AZ 85283

ASCEND CHURCH
1615 E GUADALUPE RD
TEMPE, AZ 85285

TORRES DANIEL
9034 S AVENIDA DEL YAQUI
GUADALUPE, AZ 85283

THE RECORD REPORTER

~SINCE 1914~

Mailing Address : 205 N THIRD ST #155, PHOENIX, AZ 85004-1425
 Telephone (602) 417-9900 / Fax (602) 417-9910
 Visit us @ www.RecordReporter.com

KAY SAVARD
 TOWN OF GUADALUPE
 9241 S AVENIDA DEL YAQUI
 GUADALUPE, AZ 85283

RR# 3643584

COPY OF NOTICE

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

Reference #
 Notice Type: MCHRG NOTICE OF HEARING
 Ad Description
 REZONING AND CONDITIONAL USE PERMIT APPLICATIONS

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):

11/21/2022

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	\$4.30
Arizona Sales Tax	\$0.02
Total	\$4.32

NOTICE OF PUBLIC HEARINGS REZONING AND CONDITIONAL USE PERMIT APPLICATIONS The Guadalupe Town Council shall hold public hearings on Thursday, December 8, 2022, at 6:00 p.m. at the Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona, to consider the following rezoning and conditional use permit requests: 1. Rezoning Application (RZ2022-07) - 9022 South Avenida del Yaqui: The Applicant is requesting to rezone the property located at 9022 South Avenida del Yaqui that is currently zoned C-1 Neighborhood Commercial to C-2 General Commercial so that the current use of the property would comply with allowable uses, per the Guadalupe Town Code, Section 154.067(C)(3 & 4) for the C-2 zoning designation. The existing use of the property is for the sale of tires. The proposed use of the property is for the sale of tires and to change oil and repair brakes. Maricopa County Assessor parcel #301-12-112Q. Edward Cota Jr., Applicant. 2. Conditional Use Permit Application (CU2022-04) - 9022 South Avenida del Yaqui: The Applicant is seeking a Conditional Use Permit for the property located at 9022 South Avenida del Yaqui, per the Guadalupe Town Code, Section 154.019, to sell tires, change oil, and repair brakes, pending a request to rezone the property to C-2 General Commercial. The lot is currently zoned C-1 Neighborhood Commercial. Maricopa County Assessor parcel #301-12-112Q. Edward Cota Jr., Applicant. Written comments or objections may be filed at Town Hall prior to, or at the hearing. Copies of the Application and subdivision plat are available for review at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Guadalupe AZ 85283. Publish: Monday, November 21, 2022 11/21/22

RR-3643584#

Your Legal Publishing



* A 0 0 0 0 0 6 1 6 2 6 7 3 *

RESOLUTION NO. R2022.29

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING THE MAYOR, OR DESIGNEE, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR THE REGIONAL METROPOLITAN PHOENIX FIRE SERVICE AUTOMATIC AID TO PROVIDE FOR AUTOMATIC ASSISTANCE FOR FIRES AND OTHER TYPES OF EMERGENCY INCIDENTS AS DESCRIBED BY THE TERMS OF THIS INTERGOVERNMENTAL AGREEMENT.

WHEREAS, agreements for automatic assistance in fire protection and response to other emergencies have existed between specific municipalities and governmental jurisdictions; and

WHEREAS, the Automatic Aid System has been in existence since 1976 to provide the highest levels of service in conjunction with the most effective use of local fire department/district resources working collaboratively through intergovernmental cooperation; and

WHEREAS, the Participants in the Automatic Aid System seek to provide the most efficient, safe, and effective fire-rescue-emergency medical services to their respective communities; and

WHEREAS, the safety of the employees of each Participant is paramount; and

WHEREAS, this Agreement shall encourage the development of cooperative procedures and protocols, including, but not limited to, the possibility of joint purchasing, coordination of communications, training, health and safety, fire prevention, public education, fire investigations and other activities that will enhance each Participant's ability to fulfill its mission; and

WHEREAS, the Participants are committed to demonstrate public equity through reasonable commitment and distribution of resources within their jurisdictions to ensure that no Participant unfairly benefits at the expense of other Participants and that jurisdictional equity and autonomy is maintained; and

WHEREAS, it is the desire of the Participants to continue and improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions; and

WHEREAS, it is further the determination of each of the Participants that the decision to enter into this Agreement constitutes a fundamental governmental policy of the Parties hereto and, by entering this Agreement each Participant has made the determination that the policies and procedures set forth in this Agreement constitute the proper use of the resources available with respect to the provision of governmental services and the utilization of existing resources of each of the Parties hereto, including the use of equipment and personnel; and

WHEREAS, it is the desire of the Participants to initiate and/or renew their support for an Automatic Aid System for fire department/district services.

NOW THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows in Exhibit A, Contract #2022-49.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA
THIS 8th DAY OF DECEMBER, 2022.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH, PLC
Town Attorney's

C2022-49

**INTERGOVERNMENTAL AGREEMENT FOR
THE REGIONAL METROPOLITAN PHOENIX
FIRE SERVICE AUTOMATIC AID**

This Intergovernmental Agreement (“Agreement”) is made and entered into by and between the Cities, Towns, Fire Districts, and governmental jurisdictions (hereinafter collectively referred to either as “Participants,” or “Parties,” and sometimes referred to individually as “Participant” or “Party”), to provide for automatic assistance for fires and other types of emergency incidents as described under the terms of this Agreement (the “Automatic Aid System”). The initial Participants are listed in Attachment A to this Agreement, which Attachment shall be amended upon the addition of new members as set forth herein.

RECITALS

WHEREAS, agreements for automatic assistance in fire protection and response to other emergencies have existed between specific municipalities and governmental jurisdictions; and

WHEREAS, the Automatic Aid System has been in existence since 1976 to provide the highest levels of service in conjunction with the most effective use of local fire department/district resources working collaboratively through intergovernmental cooperation; and

WHEREAS, the Participants in the Automatic Aid System seek to provide the most efficient, safe, and effective fire-rescue-emergency medical services to their respective communities; and

WHEREAS, the safety of the employees of each Participant is paramount; and

WHEREAS, this Agreement shall encourage the development of cooperative procedures and protocols, including, but not limited to, the possibility of joint purchasing, coordination of communications, training, health and safety, fire prevention, public education, fire investigations and other activities that will enhance each Participant’s ability to fulfill its mission; and

WHEREAS, the Participants are committed to demonstrate public equity through reasonable commitment and distribution of resources within their jurisdictions to ensure that no Participant unfairly benefits at the expense of other Participants and that jurisdictional equity and autonomy is maintained; and

WHEREAS, it is the desire of the Participants to continue and improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions; and

WHEREAS, it is further the determination of each of the Participants that the decision to

enter into this Agreement constitutes a fundamental governmental policy of the Parties hereto and, by entering this Agreement each Participant has made the determination that the policies and procedures set forth in this Agreement constitute the proper use of the resources available with respect to the provision of governmental services and the utilization of existing resources of each of the Parties hereto, including the use of equipment and personnel; and

WHEREAS, it is the desire of the Participants to initiate and/or renew their support for an Automatic Aid System for fire department/district services.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - PURPOSE AND AUTHORITY

- 1.1 **Purpose.** All Parties to this Agreement agree that its purpose is to provide a highly efficient, effective and mutually beneficial relationship among multiple regional jurisdictions to provide for the overall public safety of the region through an Automatic Aid System. This Agreement will continue to allow for an automatic response of the closest, most appropriate fire department/district resources.
- 1.2 **Authority.** The Parties acknowledge that this Agreement is being entered into pursuant to the Intergovernmental Agreement Statute, Section 11-952, Arizona Revised Statutes (“A.R.S.”)
- 1.3 **Effect on Prior Agreements.** The Parties further understand that this Agreement supersedes any previous automatic aid agreements between any of the Parties hereto.

ARTICLE 2—AUTOMATIC AID ELIGIBILITY STANDARDS AND REQUIREMENTS

To be eligible to participate in the Automatic Aid System, a Participant shall meet the standards and requirements set forth in this Article at all times during the Term of this Agreement. Any Participant failing to meet these eligibility standards and requirements is subject to removal from the Automatic Aid System as prescribed herein.

- 2.1 **Allocation of Resources.** It is agreed that the scope of this Agreement includes automatic assistance in responding to fires, medical emergencies, hazardous materials incidents, rescue and extrication situations and other types of emergency incidents that are within the standard scope of services provided by fire departments/districts in the Automatic Aid System.

- A. Standard Automatic Dispatch.** The Participants executing this Agreement agree to dispatch their respective assigned fire department/district units on an automatic basis. The Computer Aided Dispatch and Automatic Vehicle Locator system will automatically determine the closest available, most appropriate unit(s) regardless of jurisdictional boundaries. Each jurisdiction agrees that such unit(s) will respond.
- B. Specialized Unit Dispatch.** Participants agree the assignment of a specialized unit to an incident relies on predefined response levels (as predefined by Volume II Standard Operating Procedure Phoenix Fire Department) to specific types of incidents, the closest specialized unit to the call, and/or any special call for resources that may be made by an incident commander and is not pre-programmed in the CAD system. This includes, but is not limited to, hazardous materials support, technical rescue support, loss control, rehab, command, utility, brush, and water tenders. Members assigned to a specialized unit will be required to complete all initial training and continuing education requirements of the specialty. The current recognized regional Special Operations training program is the Phoenix Fire Department Special Operations training program. The inclusion of other recognized training programs will be approved by the Life Safety Council.

2.2 Standard Service Requirements. Participants in this Agreement agree to the following standard service requirements as the primary response system elements:

- A. Communications and Dispatch.** All Participants must be part of the Phoenix Fire Regional Dispatch System or the Mesa Fire Regional Dispatch System. All Participants must also be a member of either the Phoenix Regional Wireless Cooperative (“PRWC”) or the Topaz Regional Wireless Cooperative (“TRWC”). Departments/Districts that enter the system that are not members of PRWC or TRWC shall have an active plan to become members within one (1) year of entry. For a Participant(s) that does not meet this requirement, any Party can request a vote of the Central Life Safety Response System Council for a determination as to whether the Participant(s) not meeting this requirement will remain eligible for automatic aid response, or if that Participant(s) will then default to a mutual aid response. These Regional Dispatch Systems will use a Computer Aided Dispatch (“CAD”) system that automatically selects the closest, most appropriate Participants’ unit(s) for dispatch. The CAD system shall be a centralized, totally integrated unit dispatch/status keeping system.
- (1)** The CAD system will allow the most appropriate emergency response unit closest to an emergency to be dispatched automatically— regardless of the jurisdiction where the emergency occurs or the jurisdictional affiliation of the response unit. The CAD system utilizes Automatic Vehicle Location (“AVL”) equipment to

discern the location of emergency response units and a computerized Geographic Information System (“GIS”) to discern the location of the emergency call. The AVL and GIS systems allow the CAD system to match the closest response unit to the emergency and recommend it for dispatch within the Automatic Aid System boundaries. Each Automatic Aid System Participant shall ensure that its respective emergency response apparatus and vehicles are equipped with AVLs.

- (2) The Regional Dispatch System relies on a consistent and preplanned system of communications. Communications support for Participants includes a comprehensive radio system with multiple tactical radio frequencies. Participants are required to provide for their individual needs to ensure consistent, interoperable and safe communications not only within their jurisdictional areas, but within the entire Automatic Aid System.
- (3) If the Life Safety Council decides at any time that additional communications infrastructure is necessary to meet the operational requirements of the Automatic Aid System, each Participant will be responsible for all costs, authorizations and/or agreements to maintain interoperable communications within its jurisdictional boundaries.

- B. Command Procedures.** All Participants will use standard command procedures. A standardized Incident Management System (“IMS”) provides for efficient management of the emergency and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures. The IMS and associated standard operating procedures adopted for use by all Automatic Aid Participants is the Phoenix Fire Department’s Standard Operating Procedures in the Phoenix Volume II Manual (which can be obtained by sending an e-mail to firechief.pfd@phoenix.gov), or the Mesa Fire and Medical Department Standard Operating Procedures 200 Series available at fireinfo@mesaaz.gov.
- C. Incident Management and Minimum Company Standards.** Participants shall use the same set of procedures for Incident Management and Minimum Company Standards according to Volume II, Standard Operating Procedures Phoenix Fire Department (basic evolutions used by the fire service) or the Mesa Fire and Medical Department Standard Operations Procedures 200 Series. It is required that Command Officers that function in an Operational response capacity, attend at least 50% of the Command Officer training curriculum offered at the Phoenix Fire Department Command Training Center, or as determined by the Central Arizona Life Safety Response System Council. Participants that do not meet this

requirement are subject to removal from the Automatic Aid System, as determined and voted on by the Central Arizona Life Safety Response System Council.

- D. Incident Safety Officer.** To ensure safety, all Participants agree that their standard operating procedures and command procedures shall match those adopted by the Life Safety Council. To do this, Participants shall use an Incident Safety Officer System (“ISOS”) that will follow NFPA Standard 1521.
- E. Compatible Equipment.** To ensure compatibility of equipment, Participants shall maintain an inventory of equipment (based on National Fire Protection Association (“NFPA”) standards), including hoses, couplings, pump capacity, communications equipment, and will maintain the minimum standard amount of equipment on each type of apparatus (as recommended by all applicable NFPA standards).
- F. Standardized Numbering and Terminology.** Participants shall utilize the Valley-wide apparatus numbering system and standardized terminology for apparatus and fire stations as established and maintained by the Life Safety Council.
- G. Standardized Response Criteria.** Participants shall use standardized response criteria (*i.e.*, pre-established type and number of apparatus that will be automatically dispatched based on type of call as per standard NFPA and International Organization for Standardization (“ISO”) recommendations). The CAD system can tailor the response to specific types of incidents by jurisdiction, or part of a jurisdiction, upon request by the jurisdiction needing the tailored response. This includes the capability to automatically dispatch selected specialty units.
- H. Staffing Levels.** Full staffing as described in NFPA 1710 on engines and ladders provides the most efficient and effective personnel safety and service delivery to the public. System Participants recognize the importance of service delivery and personnel safety issues. The minimum daily staffing level for all engines and ladders shall be four (4) members which is “full staffing” under NFPA 1710.
- **Temporary Reduction in Staffing.** Full staffing may be temporarily reduced to three (3) trained personnel for up to a total of 8 hours in any 24-hour shift period. Departments/Districts that enter the system with a staffing level of three (3) members on any engine and/or ladder shall have an active plan to accomplish full staffing within one (1) year of entry. For a Participant(s) that does not meet this requirement, any Party can request a vote of the Central Life Safety Response System Council for a determination as to whether the

Participant(s) not meeting this requirement will remain eligible for automatic aid response, or if that Participant(s) will then default to a mutual aid response.

- **Other Reductions in Staffing; Changes to Deployment Model.** Any Participants that have reached full staffing, that then subsequently reduce staffing below full staffing, or make significant changes to their deployment model, shall be subject to removal from the Automatic Aid System, as determined and voted on by the Central Arizona Life Safety Response System Council.

I. **Minimum Firefighter Training Standards.** To ensure safety, baseline knowledge and a consistent approach to performing tactical operations, all participants agree to require that all emergency response employees receive initial firefighter recruit training through a recognized regional fire training academy or through an alternative method, as approved by the Life Safety Council, which meets the published curriculum. The four-currently recognized regional fire training academies are Phoenix, Mesa, Glendale and Chandler.

2.3 **Reciprocity; No Guaranty of Perfect Equity.** Participants agree that automatic aid is reciprocal. While this does not ensure that a Participant's jurisdiction will receive the exact amount of assistance it gives, it does mean that all Participants will provide assistance outside their jurisdictional boundaries and that the level of service delivered, and decisions made within the Automatic Aid System will be mutually beneficial to all Participants in the system and will maintain general equity among all Participants to the greatest degree possible.

2.4 **Ownership of Property and Equipment.** Each Participant shall retain ownership of any equipment or property it brings to the performance of this Agreement and shall retain ultimate control of its employees.

2.5 **No Reimbursement for Services.** Except as specifically agreed to by the Parties involved in a specific incident, none of the involved Parties shall be reimbursed by any of the others for any costs incurred in responding pursuant to this Agreement. In the event of formally declared disasters, however, Participants may directly apply for reimbursements from County, State and/or Federal agencies as appropriate.

ARTICLE 3–LIFE SAFETY COUNCIL; VOTING

3.1 **Life Safety Council.** The Participants shall be jointly responsible for administering this Agreement through the Central Arizona Life Safety Response

System Council (the "Life Safety Council"). The purpose of the Life Safety Council is to ensure the effective and efficient operation of the Automatic Aid System. Each

Participant is a member of the Life Safety Council and is expected to participate in scheduled meetings.

- A. Composition.** The Fire Chief from each Participant shall serve as the official representative to the Life Safety Council from that jurisdiction. The Fire Chief may appoint an alternate to attend Life Safety Council meetings.
- B. Responsibilities.** The responsibilities of the Life Safety Council shall be as follows:
- (1) Evaluate requests to participate in this Automatic Aid Agreement from other fire departments/districts that are dispatched by the Phoenix Dispatch Center or Mesa Dispatch Center. Requests for participation will be evaluated to ensure compliance with the Automatic Aid Eligibility Standards and Requirements prescribed herein and to determine impact upon existing Participants.
 - (2) Evaluate proposed modifications to a Participant's service delivery model for compliance with the criteria established herein and for impact on other Participants.
 - (3) Establish such technical committees or working groups as may be necessary for the efficient and effective operation of the Automatic Aid System.
 - (4) Develop, approve or modify such technical documents as may be necessary for the efficient and effective operation of the Automatic Aid System.
 - (5) Develop, within the first year of this Agreement, Life Safety Council bylaws establishing Life Safety Council procedure, such as and without limitation, notice of meetings, the taking of meeting minutes, the distribution of minutes, etc.
 - (6) Evaluate and consider for adoption national benchmarks as may be appropriate for implementation within the Automatic Aid System.
 - (7) Develop, approve or modify alternative response models as appropriate based on the area served by the Participants (i.e. urban, suburban, rural), which may be subsequently implemented by Participants.
 - (8) Establish methods for service measurement, provided that:
 - (a) "Time of dispatch" will be measured from the point in time at which the Dispatch and Deployment Center has notified the

station, or the responding unit out of the station, of the call through the station alert system, radio, or Mobile Computer Terminal (“MCT”).

(b) “Response time” will be measured from the Time of Dispatch to the time of arrival on-scene.

(9) Vote on all actions that will significantly or materially impact or change the responsibilities of the Life Safety Council and/or the automatic aid eligibility standards and requirements for the Participants’, as prescribed in this Agreement, utilizing the voting process set forth below.

3.2 Voting Process. For matters pertaining to this Agreement that require voting by the Life Safety Council, the voting process shall incorporate tiered voting. The initial vote (Tier 1) will utilize a single, non-weighted vote per Participant. After the initial vote has been conducted, any Participant shall have the right to request a second vote that will utilize weighted voting (Tier 2). For the weighted vote, each individual Participant’s vote will be formed by assigning a percentage to that Participant. The percentage to be assigned will be calculated based upon that individual Participant’s total calls for service within that Participant’s geographical boundaries, compared to the total number of calls for service within the geographical boundaries of all Participants to this Agreement combined (see Attachment B). This calculation will be based on the reported call volumes as determined by the Regional Computer Aided Dispatch centers. Any members’ voting weight exceeding forty percent (40%) shall be reduced and will be weighted to no more and to no less than 40%. Such reduction shall not affect the weighted vote of any other member. The percentages assigned to Participants will be reviewed, recalculated and reassigned every five (5) years at the time this Agreement is renewed.

3.3 Passage. In order to pass, all matters to be voted on by the Life Safety Council will require a simple majority vote for Tier 1 voting, and for Tier 2 voting, a majority vote of at least fifty-one (51) percent is required.

ARTICLE 4–SERVICE AREA CHANGES

4.1 Service Area Changes. Certain changes to a Participant’s operations within its service area have the potential to negatively affect its neighboring Participants and ultimately negatively affect the Automatic Aid System in its entirety. The occurrence of the following events is subject to review by the Life Safety Council.

A. Reduction in Service Levels. If at any time while this Agreement is in effect, an Automatic Aid System Participant desires to, close a fire station and/or increase its geographical/jurisdictional boundaries to include an area more than five (5) square miles, or reduce its level of fire, medical or

emergency services provided within its municipal or jurisdictional boundaries, the Automatic Aid System Participant desiring to initiate the change and prior to initiating the change, will give a minimum of 120 day notice to all Parties for a 30 day review period for any potential impacts to the system. This notice shall include a proposed plan on how the notifying party will maintain the requirements and standards set forth in Article 2 of this Agreement. If after review, it is determined by any Participant that the change will result in a change to the response order of another jurisdiction's primary response units or any other negative impact to any jurisdiction or to the system as a whole, any Party can request a vote of the Central Life Safety Response System Council for a determination as to whether the proposed newly modified area will remain eligible for automatic aid response or if the proposed newly modified area will then default to a mutual aid response. The Council will utilize the voting process set forth in this Agreement.

ARTICLE 5–MUTUAL AID AND OTHER AGREEMENTS

- 5.1 Mutual Aid Areas.** Calls to response areas outside of the jurisdictional boundaries of the Participants in the Automatic Aid System will be considered mutual aid when such written agreements between relevant parties exist or when a Participant has been defaulted from the Automatic Aid System and deemed a Mutual Aid Member (as set forth in Article 4, Service Area Changes). Requests for and responses to mutual aid will be at the sole discretion of the parties involved. Any response to a mutual aid jurisdiction by a Participant will not bind any other Participant to respond. Under these circumstances, a mutual aid request may require approval by the highest ranking on-duty fire officer of the Participant asked to provide the resources.
- 5.2 Other Agreements.** Nothing in this Agreement shall limit the ability of any or all the Parties from continuing to perform under existing agreements (other than any previous automatic aid agreements between any of the Parties, hereto, which upon execution of this Agreement are superseded), entering into future agreements, or agreeing to participate in more specific contracts for services, mutual assistance or automatic response(s) or prohibit any of the Parties from providing emergency assistance to another jurisdiction that is not a Participant in this Agreement. Such agreements will not be binding on or commit any other Participants to provide automatic aid or mutual aid to the other jurisdiction; such other future agreements also do not extend any rights associated with this Agreement to any other entity that is not a Party.

ARTICLE 6–TERM OF THE AGREEMENT

- 6.1 Term; Renewal.** This Agreement shall commence on December 20, 2022, and shall continue in force through December 19, 2032, or until terminated by formal act of the Parties. This Agreement shall automatically renew for successive five-

year terms, unless terminated earlier by formal act of the Parties.

- 6.2 Termination.** If an individual Party wishes to terminate its participation in this Agreement, it shall provide all Participants 120 days' formal notice, in writing, of intention to terminate. That terminating party's termination will then be effective on the 121st day after notice has been provided, unless the notice to terminate has been withdrawn.

ARTICLE 7—GENERAL TERMS AND CONDITIONS

- 7.1 No Third-Party Beneficiaries.** The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third-Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 7.2 Workers' Compensation.** To the extent required by law, and pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the agency solely liable for payment of all workers' compensation and related benefits.
- 7.3 Immigration Requirements.** To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.
- 7.4 No Joint Venture.** No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.
- 7.5 Notices.** Any notice to be provided to a Party or Parties to this Agreement shall be satisfied by sending a written letter by U.S. mail, certified, return receipt to the current fire chief of each respective Participant. Notice shall be deemed effective five days after mailing.
- 7.6 Cancellation for Conflicts of Interest.** This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.
- 7.7 No Israel Boycott.** In accordance with A.R.S. § 35-393.01, by entering into this

Agreement, each Participant certifies that it is not currently engaged in, and agrees that for the duration of this Agreement to not engage in a boycott of Israel.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF PHOENIX, a municipal corporation
Jeffrey Barton, City Manager

By: _____
Michael J. Duran
Fire Chief

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant Chief Counsel

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF PHOENIX

By: _____
David Lavelle
Assistant Chief Counsel

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF AVONDALE, a municipal corporation

By: _____
Cherlene Penilla
Acting City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF AVONDALE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

ARIZONA FIRE AND MEDICAL AUTHORITY

By: _____
Mark Burdick
Fire Chief

ATTEST:

Authority Administrative Director

APPROVED AS TO FORM:

Authority Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

ARIZONA FIRE AND MEDICAL AUTHORITY

By: _____
Authority Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF BUCKEYE a municipal corporation

By: _____
Daniel Cotterman
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF BUCKEYE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

BUCKEYE VALLEY FIRE DISTRICT

By: _____
Mark Burdick
Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

BUCKEYE VALLEY FIRE DISTRICT

By: _____
District Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF CHANDLER, a municipal corporation

By: _____
Joshua Wright
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF CHANDLER

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

DAISY MOUNTAIN FIRE AND MEDICAL

By: _____
Brian Tobin
Fire Chief

ATTEST:

Clerk

APPROVED AS TO FORM:

Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

DAISY MOUNTAIN FIRE AND MEDICAL

By: _____
Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF EL MIRAGE, a municipal corporation

By: _____
Crystal Dyches
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF EL MIRAGE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF GLENDALE, a municipal corporation

By: _____
Kevin Phelps
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF GLENDALE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF GILBERT, a municipal corporation

By: _____
Patrick Banger
Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

TOWN OF GILBERT

By: _____
Town Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF GOODYEAR, a municipal corporation

By: _____
Julie Karins
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF GOODYEAR

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF GUADALUPE, a municipal corporation

By: _____
Valarie Molina
Mayor

ATTEST:

Jeff Kulaga, Town Manager/Clerk

APPROVED AS TO FORM:

David E. Ledger, Town Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

TOWN OF GUADALUPE

By: _____
David E. Ledger, Town Attorney

Date: 12/08/2022

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF MARICOPA, a municipal corporation

By: _____
Rick Horst
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF MARICOPA

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF MESA, a municipal corporation

By: _____
Chris Brady
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF MESA

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF PEORIA, a municipal corporation

By: _____
Jeff Tyne
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF PEORIA

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF QUEEN CREEK, a municipal corporation

By: _____
John Kross, ICMA-CM
Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

TOWN OF QUEEN CREEK

By: _____
Town Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

RIO VERDE FIRE DISTRICT

By: _____
Jay Ducote
Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

RIO VERDE FIRE DISTRICT

By: _____
District Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF SCOTTSDALE, a municipal corporation

By: _____
David D. Ortega
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF SCOTTSDALE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

SUN CITY FIRE DISTRICT

By: _____
Rob Schmitz
Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

SUN CITY FIRE DISTRICT

By: _____
District Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

SUPERSTITION FIRE AND MEDICAL DISTRICT

By: _____
John Whitney
Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

SUPERSTITION FIRE AND MEDICAL DISTRICT

By: _____
District Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF SURPRISE, a municipal corporation

By: _____
Bob Wingenroth
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF SURPRISE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF TEMPE, a municipal corporation

By: _____
Andrew Ching
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF TEMPE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF TOLLESON, a municipal corporation

By: _____
Reyes Medrano Jr.
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF TOLLESON

By: _____
City Attorney

Date: _____

ATTACHMENT A**AUTOMATIC AID SYSTEM PARTICIPANTS**

	PARTICIPANT	DATE APPROVED
1	Avondale Fire and Medical	
2	Arizona Fire and Medical Authority	
3	Buckeye Fire and Medical	
4	Buckeye Valley Fire District	
5	Chandler Fire Department	
6	Daisy Mountain Fire and Medical	
7	El Mirage Fire Department	
8	Glendale Fire Department	
9	Gilbert Fire Department	
10	Goodyear Fire Department	
11	Guadalupe Fire Department	
12	Maricopa Fire Department	
13	Mesa Fire and Medical	
14	Peoria Fire and Medical	
15	Phoenix Fire Department	
16	Queen Creek Fire Department	
17	Rio Verde Fire District	
18	Scottsdale Fire Department	
19	Sun City Fire District	
20	Superstition Fire and Medical	
21	Surprise Fire and Medical	
22	Tempe Fire and Medical	
23	Tolleson Fire Department	

ATTACHMENT B**VOTING PROCESS and WEIGHTED VOTE PERCENTAGE**

For matters pertaining to this Agreement that require voting by the Life Safety Council, the voting process shall incorporate tiered voting. The initial vote (Tier 1) will utilize a single, non-weighted vote per Participant. After the initial vote has been conducted, any Participant shall have the right to request a second vote that will utilize weighted voting (Tier 2). For the weighted vote, each individual Participant's vote will be formed by assigning a percentage to that Participant. The percentage to be assigned will be calculated based upon that individual Participant's total calls for service within that Participant's geographical boundaries, compared to the total number of calls for service within the geographical boundaries of all Participants to this Agreement combined. This calculation will be based on the reported call volumes as determined by the Regional Computer Aided Dispatch centers. Any members' voting weight exceeding forty percent (40%) shall be reduced and will be weighted to no more and to no less than 40%. Such reduction shall not affect the weighted vote of any other member. The percentages assigned to Participants will be reviewed, recalculated and reassigned every five (5) years at the time this Agreement is renewed.

Call Volume by Jurisdiction					
Jurisdiction	#Incidents	%Incidents	Vote	Yes	No
Arizona Fire and Medical Authority	14,786	2.44%			
Avondale Fire and Medical	10,551	1.74%			
Buckeye Fire and Medical	8,695	1.43%			
Buckeye Valley Fire District	2,191	0.36%			
Chandler Fire, Health & Medical	26,027	4.29%			
Daisy Mountain Fire and Medical	4,845	0.80%			
El Mirage Fire Department	3,312	0.55%			
Goodyear Fire Department	10,922	1.80%			
Gilbert Fire Department	21,331	3.52%			
Glendale Fire Department	34,782	5.73%			
Guadalupe Fire Department	1,134	0.19%			
Maricopa Fire Department	6,092	1.00%			
Mesa Fire and Medical	82,815	13.65%			
Peoria Fire and Medical	22,829	3.76%			
Phoenix Fire Department	241,565	39.83%			
Queen Creek Fire Department	8,360	1.38%			
Rio Verde Fire District	898	0.15%			
Scottsdale Fire Department	37,188	6.13%			
Sun City Fire District	11,135	1.84%			
Superstition Fire and Medical District	7,779	1.28%			
Surprise Fire and Medical	18,602	3.07%			

Tempe Fire and Medical	28,502	4.70%			
Tolleson Fire Department	2,210	0.36%			
Grand Total	606,551	100.00%			

RESOLUTION NO. R2022.30

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA AUTHORIZING THE MAYOR TO APPROVE THE TOWN OF GUADALUPE FEDERAL TRANSIT ADMINISTRATION TITLE VI PROGRAM IMPLEMENTATION PLAN FOR THE SENIOR BUS TRANSIT PROGRAM.

WHEREAS, Title VI of the Civil Rights Act of 1964 prohibits discrimination by recipients of federal financial assistance on the basis of race, color, and national origin, including the denial of meaningful access for limited English proficient persons; and,

WHEREAS, the Federal Transit Administration (FTA) requires that all recipients of federal funds document their compliance by submitting a Title VI Program once every three years and,

WHEREAS, according to Title VI requirements, the appropriate governing entity of all recipients must approve the Title VI Program Implementation Program for the Senior Bus Transit Program prior to submission to FTA;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, as follows:

The Town of Guadalupe Federal Transit Administration Title VI Program Implementation Plan for the Senior Bus Transit Program is approved.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, this 8th day of December, 2022.

Valerie Molina, Mayor

ATTEST:

APPROVED AS TO FORM:

Jeff Kulaga, Town Manager / Clerk

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH, PLC
Town Attorney's



**TOWN OF
GUADALUPE
Title VI Plan-5310**

C2022-50

Title VI Implementation Plan

*The 3 Year Implementation
Dates are*

March 1, 2023-February 28, 2026

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Title VI Policy Statement

The TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM policy assures full compliance with Title VI of the Civil Rights act of 1964 and related statutes and regulations in all programs and activities. Title VI states that “no person shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination” under any TOWN OF GUADALUPE, SENIOR BUS TRANSIT sponsored program or activity. There is no distinction between the sources of funding.

TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. Furthermore, TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM will take reasonable steps to provide meaningful access to services for persons with limited English proficiency.

When TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM distributes Federal-aid funds to another entity/person, TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM will ensure all subrecipients fully comply with TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM Title VI Nondiscrimination Program requirements. The Mayor of Guadalupe has delegated the authority to Amber Carter, Title VI Program Coordinator, to oversee and implement FTA Title VI requirements.

Valerie Molina, Mayor, Town of Guadalupe

Title VI Notice to the Public

Notifying the Public of Rights Under Title VI TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM

The TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM.

For more information on the TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM civil rights program, and the procedures to file a complaint, contact Amber Carter, 480-505-5393, (TTY 1-800-367-8939); email acarter@guadalupeaz.org; or visit our administrative office at 9241 S. Avenida del Yaqui, Guadalupe, AZ 85283. For more information, visit guadalupeaz.org.

A complainant may file a complaint directly with the City of Phoenix Public Transit Department or the Federal Transit Administration (FTA) by filing a complaint directly with the corresponding offices of Civil Rights: **City of Phoenix Public Transit Department:** ATTN: Title VI Coordinator, 302 N. 1st Ave., Suite 900, Phoenix AZ 85003 **FTA:** ATTN: Title VI Program Coordinator, East Building, 5th Floor-TCR 1200 New Jersey Ave., SE Washington DC 20590

If information is needed in another language, contact 480-505-5393. Para información en Español llame: Amber Carter, Senior Center Director, 480-505-5393.

The above notice is also posted in the following locations: Online at guadalupeaz.org, the Senior Center Office's Information booth and inside each Senior Transit Bus.

This notice is posted online at guadalupeaz.org

Title VI Notice to the Public -Spanish

Aviso al Público Sobre los Derechos Bajo el Título VI TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM

TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM (*y sus subcontratistas, si cualquiera*) asegura cumplir con el Título VI de la Ley de los Derechos Civiles de 1964. El nivel y la calidad de servicios de transporte serán provehidos sin consideración a su raza, color, o país de origen.

Para obtener más información sobre la TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM programa de derechos civiles, y los procedimientos para presentar una queja, contacte Amber Carter, 480-505-5393, (TTY 1-800-367-8939); or visite nuestra oficina administrativa en 9241 S. Avenida del Yaqui, Guadalupe, AZ 85283. Para obtener más información, visite guadalupeaz.org.

El puede presentar una queja directamente con City of Phoenix Public Transit Department o Federal Transit Administration (FTA) mediante la presentación de una queja directamente con las oficinas correspondientes de Civil Rights: City of Phoenix Public Transit Department: ATTN Title VI Coordinator 302 N. 1st Ave., Suite 900, Phoenix AZ 85003 FTA: ATTN Title VI Program Coordinator, East Building, 5th Floor –TCR 1200 New Jersey Ave., SE Washington DC 20590

The above notice is posted in the following locations: Online at guadalupeaz.org, the Senior Center Office's Information booth and inside each Senior Transit Bus.

This notice is posted online at guadalupeaz.org

Guadalupe Senior

Title VI Complaint Procedures

These procedures provide guidance for all complaints filed under Title VI of the Civil Rights Act of 1964, as they relate to any program or activity that is administered by Guadalupe Senior Bus Transit Program GUADALUPE SENIOR BUS TRANSIT PROGRAM including consultants, contractors and vendors. Intimidation or retaliation as a result of a complaint is prohibited by law. In addition to these procedures, complainants reserve the right to file a formal complaint with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to resolve complaints at the lowest possible level.

- (1) Any person who believes he and/or she has been discriminated against on the basis of race, color, or national origin may file a Title VI complaint by completing and submitting the Guadalupe Senior Bus Transit Program's Title VI Complaint Form.
- (2) Formal complaints must be filed within 180 calendar days of the last date of the alleged act of discrimination or the date when the alleged discrimination became known to the complainant(s), or where there has been a continuing course of conduct, the date on which the conduct was discontinued or the latest instance of the conduct.
- (3) Complaints must be in writing and signed by the complainant(s) and must include the complainant(s) name, address and phone number. The Title VI contact person will assist the complainant with documenting the issues if necessary.
- (4) Allegations received by fax or e-mail will be acknowledged and processed, once the identity of the complainant(s) and the intent to proceed with the complaint have been established. For this, the complainant is required to mail a signed, original copy of the fax or email transmittal for the complaint to be processed.
- (5) Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. A complaint form will be forwarded to the complainant for him/her to complete, sign and return for processing.
- (6) Once submitted GUADALUPE SENIOR BUS TRANSIT PROGRAM will review the complaint form to determine jurisdiction. All complaints will receive an acknowledgement letter informing her/him whether the complaint will be investigated by the GUADALUPE SENIOR BUS TRANSIT PROGRAM or submitted to the State or Federal authority for guidance.

- (7) GUADALUPE SENIOR BUS TRANSIT PROGRAM will notify the Title VI Coordinator of ALL Title VI complaints within 72 hours via telephone at 602-262-7242; email at PHXTransitEO@phoenix.gov.
- (8) GUADALUPE SENIOR BUS TRANSIT PROGRAM has 60 days to investigate the complaint. If more information is needed to resolve the case, the Authority may contact the complainant. The complainant has 60 business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 30 business days, the Authority can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.
- (9) After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, she/he has 30 days after the date of the letter or the LOF to do so.
- (10) A complainant dissatisfied with GUADALUPE SENIOR BUS TRANSIT PROGRAM decision may file a complaint directly with the City of Phoenix Public Transit Department or the Federal Transit Administration (FTA) by filing a complaint directly with the corresponding offices of Civil Rights: City of Phoenix Public Transit Department: ATTN: Title VI Coordinator, 302 N. 1st Ave., Suite 900, Phoenix AZ 85003 FTA: ATTN: Title VI Program Coordinator, East Building, 5th Floor-TCR 1200 New Jersey Ave., SE Washington DC 20590

(11) A copy of these procedures can be found online at: <https://www.guadalupeaz.org/senior-center-transportation/pages/documents>

Guadalupe Senior

Procedimientos de Quejas del Título VI

Estos procedimientos proporcionan orientación para todas las quejas presentadas bajo el Título VI de la Ley de Derechos Civiles de 1964, ya que se relacionan con cualquier programa o actividad que sea administrada por Guadalupe Senior Bus Transit Program, incluyendo consultores, contratistas y proveedores. La intimidación o represalia como resultado de una queja está prohibida por la ley. Además de estos procedimientos, los reclamantes se reservan el derecho de presentar una queja formal ante otras agencias estatales o federales o de buscar un abogado privado para las quejas que alegan discriminación. Se hará todo lo posible para resolver las quejas en el nivel más bajo posible.

- 1) Cualquier persona que crea que él y ella ha sido discriminado por motivos de raza, color u origen nacional puede presentar una queja del Título VI completando y presentando el Formulario de Queja título VI del Programa de tránsito de autobuses de ancianos de Guadalupe.
- 2) Las quejas formales deben presentarse dentro de los 180 días naturales siguientes a la última fecha del presunto acto de discriminación o la fecha en que la supuesta discriminación se conoció por los reclamantes, o cuando ha habido un curso continuo de conducta, la fecha en que se interrumpió la conducta o la última instancia de la conducta.
- 3) Las quejas deben estar por escrito y firmadas por el/los reclamante(s) y deben incluir el nombre, la dirección y el número de teléfono del reclamante, La persona de contacto del Título VI ayudará al reclamante a documentar los problemas si es necesario.
- 4) Las denuncias recibidas por fax o correo electrónico serán reconocidas y procesadas, una vez que se haya establecido la identidad del reclamante y la intención de proceder con la queja. Para ello, el reclamante debe enviar por correo una copia original firmada del fax o la transmisión por correo electrónico para que la queja sea procesada.
- 5) Las denuncias recibidas por teléfono se reducirán a escrito y se proporcionarán al reclamante para su confirmación o revisión antes de su procesamiento. Se enviará un formulario de queja al denunciante para que lo complete, firme y devuelva para su procesamiento.

Title VI Complaint Procedures-Spanish | Title VI Implementation Plan

- 6) Una vez presentado GUADALUPE SENIOR BUS TRANSIT PROGRAM revisará el formulario de queja para determinar la jurisdicción, Todas las quejas recibirán una carta de reconocimiento informándole si la queja será investigada por el GUADALUPE SENIOR BUS TRANSIT PROGRAM o presentada al Estado o a la autoridad federal para orientación,
- 7) Guadalupe notificará al Coordinador del Título VI todas las quejas del Título VI en un plazo de 72 horas por teléfono al: 602-262-7242; correo electrónico a: PHXTransitEO@phoenix.gov.
- 8) GUADALUPE SENIOR BUS TRANSIT PROGRAM tiene 60 días para investigar la queja. Si se necesita más información para resolver el caso, la Autoridad puede ponerse en contacto con el reclamante. El reclamante tiene 60 días hábiles a partir de la fecha de envío de la información solicitada al investigador asignado al caso, Si el investigador no es contactado por el reclamante o no recibe la información adicional dentro de los 30 días hábiles, la Autoridad puede cerrar administrativamente el caso. Un caso puede cerrarse administrativamente también si el reclamante ya no desea continuar con su caso.
- 9) Después de que el investigador revisa la queja, emitirá una de las dos cartas al reclamante: una carta de cierre o una carta de hallazgo (LOF). Una carta de cierre resume las alegaciones y afirma que no hubo una violación del Título VI y que el caso se cerrará. Un LOF resume las acusaciones y las entrevistas sobre el presunto incidente, y explica si se producirá alguna acción disciplinaria, capacitación adicional del miembro del personal u otra acción. Si el reclamante desea apelar la decisión, tiene 30 días después de la fecha de la carta o de la LOF para hacerlo.
- 10) Un reclamante insatisfecho con la decisión de GUADALUPE SENIOR BUS TRANSIT PROGRAM puede presentar una queja directamente con City of Phoenix Public Transit Department o Federal Transit Administration (FTA) mediante la presentación de una queja directamente con las oficinas correspondientes de Civil Rights: City of Phoenix Public Transit Department: ATTN Title VI Coordinator 302 N. 1st Ave., Suite 900, Phoenix AZ 85003 FTA: ATTN Title VI Program Coordinator, East Building, 5th Floor –TCR 1200 New Jersey Ave., SE Washington DC 20590Una
- 11) copia de estos procedimientos se puede encontrar en línea en: <https://www.guadalupeaz.org/senior-center-transportation/pages/documents>

Title VI Complaint Form

TITLE VI COMPLAINT FORM

Any person who believes that he or she has been discriminated against by Valley Metro or City of Phoenix or any of its service providers and believes the discrimination was based upon race, color or national origin, may file a formal complaint with Valley Metro Customer Service.

Please provide the following information to process your complaint. Alternative formats and languages are available upon request. You can reach Customer Service at 602.253.5000 (TTY: 602.251.2039) or via email at csr@valleymetro.org.

SECTION 1: CUSTOMER INFORMATION

First Name: _____ Last Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Home Phone: _____ Cell Phone: _____
 Email: _____ Preferred method of contact: Phone Email

SECTION 2: INCIDENT INFORMATION

Date of Incident: _____ Time of Incident: _____ AM PM City: _____
 Incident Location: _____ Direction of Travel: _____
 Route #: _____ Bus/Light Rail/Streetcar #: _____
 Service Type: Local Bus Express/RAPID Circulator/Connector Light Rail Streetcar Dial-a-Ride
 Operator Name: _____
 Operator Description: _____
 What was the discrimination based on (Check all that apply): Race Color National Origin Other _____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known), as well as names and contact information of any witnesses. If more space is needed, please use the back of this form. You may also attach any written materials or other information relevant to your complaint.

Have you filed this complaint with the Federal Transit Administration (FTA)? Yes No
 If yes, please provide information about a contact person at the FTA where the complaint was filed:

Name: _____ Title: _____
 Address: _____ Phone: _____

Have you previously filed a Title VI complaint with this agency? Yes No

Signature and date required below:

Signature _____
 Date _____



Please submit this form in person at the address below, or mail this form to:

Town of Guadalupe Senior Center Bus Transit Program, Amber Carter, Senior Center Director.
 9401 S. Avenida del Yaqui, Guadalupe, AZ 85283. Or contact Amber Carter at 480-505-5393 or acarter@guadalupeaz.org.

A copy of this form can be found online at guadalupeaz.org

FORMA DE RECLAMACIÓN BAJO EL TÍTULO VI

Cualquier persona que crea que ha sido discriminada por Valley Metro o la Ciudad de Phoenix o por cualquiera de sus proveedores de servicios y cree que la discriminación fue basada en su raza, color u origen nacional, puede registrar una queja formal ante el Servicio al Cliente de Valley Metro.

Por favor provea la siguiente información para procesar su queja. Hay formatos e idiomas alternativos disponibles si se solicitan. Usted se puede comunicar con el Servicio al Cliente llamando al 602.253.5000 (TTY: 602.251.2039) ó por correo electrónico a csr@valleymetro.org.

SECCIÓN 1: INFORMACIÓN DEL CLIENTE

Nombre: _____ Apellido: _____
 Domicilio: _____
 Ciudad: _____ Estado: _____ Código Postal: _____
 Teléfono del Hogar: _____ Teléfono Celular: _____
 Correo Electrónico: _____ Método preferido de contacto: Teléfono Correo Electrónico

SECCIÓN 2: INFORMACIÓN SOBRE EL INCIDENTE

Fecha del Incidente: _____ Hora del Incidente: _____ AM PM Ciudad: _____
 Ubicación del Incidente: _____ Dirección del Viaje: _____
 Ruta #: _____ Autobús/Tren Ligero/Tranvía #: _____
 Tipo de Servicio Autobús Local Express/RAPID Circulador/Conector Tren Ligero Tranvía Dial-a-Ride
 Nombre del/la Operador/a: _____
 Descripción del/la Operador/a: _____
 ¿En qué se basó la discriminación? (Marque todo lo que sea aplicable):
 Raza Color Origen Nacional Otro _____

Explique lo más claramente posible lo que sucedió y por qué cree usted que se le discriminó. Describa a todas las personas que estuvieron involucradas. Incluya el nombre y la información de contacto de la/s persona/s que le discriminó/aron (si los conoce), así como los nombres y la información de contacto de cualquier testigo. Si se necesita más espacio, por favor use el reverso de esta forma. Usted también puede adjuntar cualquier material por escrito u otra información relevante a su queja.

¿Ha usted registrado esta queja ante la Administración Federal de Transporte (FTA por sus siglas en inglés)? Sí No
 Si contestó Sí, por favor provea información sobre una persona de contacto en la administración FTA donde se registró la queja:

Nombre: _____ Título: _____
 Domicilio: _____ Teléfono: _____

¿Ha usted registrado previamente una queja bajo el Título VI ante esta agencia? Sí No

Firma y fecha requeridas abajo:

Firma _____
 Fecha _____



Someta la forma y cualquier información adicional a:

Town of Guadalupe Senior Center Bus Transit Program, Amber Carter, Senior Center Director.
 9401 S. Avenida del Yaqui, Guadalupe, AZ 85283. Or contact Amber Carter at 480-505-5393 or acarter@guadalupeaz.org.

Title VI Investigations, Complaints, and Lawsuits

This form will be submitted annually. If no investigations, lawsuits, or complaints were filed, a blank form will be submitted.

<i>Name and/or Case Number</i>	<i>Date Case Filed (Month, Day, Year)</i>	<i>Case Summary (include basis of complaint: ex. race, color, national origin)</i>	<i>Case Status/Response</i>	<i>Case Resolution Action</i>
Investigations				
Lawsuits				
Complaints				

X The Town of Guadalupe has not had any Title VI complaints, investigations, or lawsuits in 2020-2022.

Public Participation Plan

***TOWN OF GUADALUPE,
SENIOR BUS TRANSIT
PROGRAM
Public Participation
Plan***

TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM is engaging the public in its planning and decision-making processes, as well as its marketing and outreach activities. The public will be invited to participate in the process whether through public meetings or surveys. As an agency receiving federal financial assistance, TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM will make the following community outreach efforts:

The Town of Guadalupe, Arizona holds council meeting every 2nd and 4th Thursdays of every month (unless noted otherwise). They begin at 6pm and continue from a call to the audience and through the agenda before them. The meeting is held at Guadalupe Town Hall, 9241 S. Avenida del Yaqui, Guadalupe, Arizona 85283.

Meeting agendas and meeting minutes can be found on the Town's website guadalupeaz.org and are also available at the Town Clerk's office, 9241 S. Avenida del Yaqui.

In the upcoming year TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM will make the following community outreach efforts:

In addition to council meetings, public outreach will be conducted at Town events. These events include Guadalupe Days, Fourth of July, Spooktacular, Guadalupe Tree Lighting, and Christmas Day in Guadalupe. The dates and times of these events and many others are posted at Guadalupeaz.org as the event is planned

Public Meetings:

- (1) Public meetings are scheduled to increase the opportunity for attendance by stakeholders and the general public. This may require scheduling meetings during non-traditional business hours, holding more than one meeting at different times of the day or on different days, and checking other community activities to avoid conflicts.
- (2) When a public meeting or public hearing is focused on a planning study or program related to a specific geographic area or jurisdiction within the region, the meeting or hearing is held within that geographic area or jurisdiction.
- (3) Public meetings are held in locations accessible to people with disabilities and are located near a transit route when possible.

The Town of Guadalupe submits to the Arizona Department of Transportation annually an application for funding. Part of the annual application is a public notice, which includes a 30-day public comment period.

Limited English Proficiency Plan

***TOWN OF GUADALUPE,
SENIOR BUS TRANSIT
PROGRAM***

Limited English Proficiency Plan

TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM has developed the following Limited English Proficiency Plan (LEP) to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM services as required by Executive Order 13166. A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training to staff, notification to LEP persons that assistance is available, and information for future plan updates. In developing the plan while determining the TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM's extent of obligation to provide LEP services, the TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM undertook a U.S. Department of Transportation four-factor LEP analysis which considers the following:

- 1) The number or proportion of LEP persons eligible in the TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM service area who may be served or likely to encounter by TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM, activities, or services; Using the 2020 ACS, American Community Survey, from the U.S. Census Bureau, it was found that 62% of residents spoke a different language than English at home, with 56.6% being Spanish speaking residents. With the relatively small service area the Town of Guadalupe serves it is likely a staff member encounters eligible LEP persons on a weekly basis, throughout all programming, such as, the Senior Bus Transit Program.

Measure	Value
English only	36.7%
Spanish	56.6%
Other Indo-European languages	0.9%
Asian and Pacific Islander languages	1.3%
Other languages	4.5%

*data found at census.gov from the 2020 ACS

- 2) The frequency with which LEP individuals come in contact with TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM services; the Guadalupe community that utilizes the TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM is less than a mile in area. TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM serves within the boundaries of Mineral Road to the north, Baseline Road to the south, Highline Canal to the West and I-10 Freeway to the east. The primary language in the service area spoken is predominately Spanish, making contact with LEP individuals very frequent. There is an average of 4 eligible LEP individuals

The TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM has limited staff and financial resources, which makes the translation of all materials cost prohibitive, however all staff make every effort to ensure translation in Spanish are included in all publications through hard copy or online, as well as bilingual staff available in every department.

A statement in Spanish will be included in all public outreach notices. Every effort will be made to provide vital information to LEP individuals in the language requested.

Safe Harbor Provision

TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM complies with the Safe Harbor Provision, as evidenced by the number of documents available in the Spanish language. With respect to Title VI information, the following shall be made available in Spanish:

- (1) Title VI Notice
- (2) Complaint Procedures
- (3) Complaint Form

In addition, we will conduct our marketing (including using translated materials) in a manner that reaches each LEP group. Vital Documents include the following:

- (1) Notices of free language assistance for persons with LEP
- (2) Notice of Non-Discrimination and Reasonable Accommodation
- (3) Outreach Materials
- (4) Bus Schedules
- (5) Route Changes
- (6) Public Hearings**

Non-elected Committees Membership Table

A sub recipient who selects the membership of transit-related, non-elected planning boards, advisory councils, or committees must provide a table depicting the membership of those organizations broken down by race. Subrecipients also must include a description of the efforts made to encourage participation of minorities on these boards, councils, and committees.

Table Depicting Membership of Committees, Councils, Broken Down by Race

Body	Caucasian	Latino	African American	Asian American	Native American
Population	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%
TYPE THE NAME OF THE COMMITTEE HERE	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%
TYPE THE NAME OF THE COMMITTEE HERE	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%
TYPE THE NAME OF THE COMMITTEE HERE	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%

Describe the process the agency uses to encourage the participation of minorities on such committees should be included

X TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM does NOT select the membership of any transit-related committees, planning boards, or advisory councils.

Monitoring for Subrecipient Title VI Compliance

TOWN OF GUADALUPE, SENIOR BUS TRANSIT PROGRAM does NOT monitor subrecipients for Title VI compliance.

The Town of Guadalupe does not have subrecipients utilizing the Senior Bus Transit Program.

Title VI Equity Analysis

A sub recipient planning to acquire land to construct certain types of facilities must not discriminate on the basis of race, color, or national origin, against persons who may, as a result of the construction, be displaced from their homes or businesses. “Facilities” in this context does not include transit stations or bus shelters, but instead refers to storage facilities, maintenance facilities, and operation centers.

There are many steps involved in the planning process prior to the actual construction of a facility. It is during these planning phases that attention needs to be paid to equity and non-discrimination through equity analysis. The Title VI Equity Analysis must be done before the selection of the preferred site.

Note: Even if facility construction is financed with non-FTA funds, if the sub recipient organization receives any FTA dollars, it must comply with this requirement.

The Town of Guadalupe has no current or anticipated plans to develop new transit facilities covered by these requirements. No facilities covered by these requirements were developed since January 1980.

Board Approval for the Title VI Program

RESOLUTION NO. R2020.05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA AUTHORIZING THE MAYOR TO APPROVE THE TOWN OF GUADALUPE FEDERAL TRANSIT ADMINISTRATION TITLE VI PROGRAM IMPLEMENTATION PLAN FOR THE SENIOR BUS TRANSIT PROGRAM.

WHEREAS, Title VI of the Civil Rights Act of 1964 prohibits discrimination by recipients of federal financial assistance on the basis of race, color, and national origin, including the denial of meaningful access for limited English proficient persons; and,

WHEREAS, the Federal Transit Administration (FTA) requires that all recipients of federal funds document their compliance by submitting a Title VI Program once every three years and,

WHEREAS, according to Title VI requirements, the appropriate governing entity of all recipients must approve the Title VI Program Implementation Program for the Senior Bus Transit Program prior to submission to FTA;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, as follows:

The Town of Guadalupe Federal Transit Administration Title VI Program Implementation Plan for the Senior Bus Transit Program is approved.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, this 27th day of February, 2020.



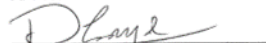
Valerie Molina, Mayor

ATTEST:



Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:



David E. Ledyard, Town Attorney

C2021-59**EXTENSION OF WIRED TELECOMMUNICATIONS LICENSE AND
RIGHT-OF-WAY USE AGREEMENT BETWEEN THE TOWN OF
GUADALUPE AND SPRINT COMMUNICATIONS COMPANY L.P.**

This Extension of Wired Telecommunications License ("License") Extension and Right-of-Way Use Agreement ("Agreement") is dated this ___ day of _____, 2022, issued by the **TOWN OF GUADALUPE** (hereinafter called "LICENSOR" or "Town "), a municipal corporation, to **SPRINT COMMUNICATIONS COMPANY L.P.** (hereinafter called "LICENSEE"), a Delaware limited partnership.

WHEREAS, Licensee has applied to the Town to extend permission to use certain streets and public ways for the placement of a Fiber Optics Communication System under, in, along, over and across certain streets and public ways in the Town; and

WHEREAS, Sprint Communications Company L.P. is now a wholly owned subsidiary of T-Mobile USA, Inc. pursuant to the T-Mobile US, Inc. (together with its subsidiaries) acquisition of Sprint Corporation (together with its subsidiaries); and,

WHEREAS, by such authority as provided in Article 2-1, Section 2-1-2 of the Town Code of Guadalupe and Sections § 9-581 through § 9-583 of the Arizona Revised Statutes and statutes amendatory thereto, the Town is issuing this License; and,

WHEREAS, pursuant to Resolution, No. 2016-22 **adopted on** November 17, 2016, Guadalupe Town Council authorized the Mayor of the Town of Guadalupe to extend a license with Licensee to construct, install, operate, maintain, and upgrade the system then in place, a Fiber Optics Communication System in, along, under, over and across certain streets and public ways within the Town; and

NOW, THEREFORE, the Licensor hereby grants to Licensee the License.

SECTION 1. Permission Granted.

A.1 Subject to the provisions contained herein, and to the ordinance and resolution of the Town of Guadalupe, Arizona State Statutes and the Constitution of the State of Arizona, the Town hereby grants to Licensee the nonexclusive revocable license, right and privilege to construct, install, operate, maintain, and upgrade the system then in place, a Fiber Optics Communication System in, under, along, over and across certain streets and public ways, in the Town as specifically identified on the map attached as Exhibit A **with designated specific streets and public ways** as the authorized routes governed by this License. The permission granted is also subject to the applicable provisions of Town of Guadalupe resolution and ordinances and any amendments thereto. The permission granted herein to Licensee shall hereinafter be referred to as "License." As used herein the term "streets and public ways" means the surface of and the space above and below any public street, sidewalk, rights-of-way, alley, right-of-way easements, or other public way of any type whatsoever. Licensee may construct, install, upgrade and operate additions to its Fiber Optics Communication System in Town right-of-way other than that shown on Exhibit A with the written consent of the Town Engineer, without further approval of the Guadalupe Town Council. Any such additions shall be at all times governed by the terms and conditions of this License. In the event the Licensee makes additions, an amended Exhibit A shall be produced by the Licensee.

A.2 For purposes of this License, "Fiber Optics Communication System" means an interstate network of fiber optic cables and all related property including conduit, carrier pipe, cable fibers, repeaters, power sources and other attachments and appurtenances necessary for transmitting high speed voice, data and (for such applications as teleconferencing) video signals in connection with a long-distance telecommunications system or systems. The authority granted by this License to use the streets and public ways does not authorize the use of the Fiber Optics Communication System or fiber optic cable for operating a cable television system, **nor** authorize the Licensee to operate as a cable operator as those terms are defined in the Communications Act of 1934 as amended, state law, or the Town Code. The authority granted by this License does not authorize the use of the streets and public ways for an open video system as defined in the Communications Act of 1996 or as defined or authorized by the FCC.

A.3 If it is necessary for the Licensee to comply with any law or regulation of the Federal Communications Commission or the Arizona Corporation Commission to engage in business activities associated with use of the streets and public ways for a Fiber Optics Communication System, the Licensee shall comply with such laws or regulations as a condition precedent to exercising any rights granted by this License.

SECTION 2. General Conditions.

A.1 The Licensee has represented to the Town that the Fiber Optics Communication System authorized herein comes within the meaning of "interstate network of fiber optics cables and all related property" as those terms are used in A.R.S. § 9-581. The Licensee's position is, based in part on Licensee's representation that Licensee's principal service is to long distance carriers and the use of the Fiber Optics Communication System will be interstate and interLATA, and intrastate and intraLATA.

A.2 The Licensee and Licensor agree if a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that such Licensee representations are incorrect and as a result, the Town did not have the authority to issue a License to Licensee under A.R.S. § 9-581, then this License shall be considered a revocable permit with a mutual right in either party to terminate without cause upon giving **sixty** (60) days written notice to the other. The requirements and conditions of such revocable permit shall be the same requirements and conditions as set forth in this License except for conditions relating to the term of the License and the right of termination. If this License shall be considered a revocable permit as provided herein, the Licensee acknowledges the authority of the Guadalupe Town Council to issue a revocable permit and the power to revoke as provided therein.

A.3 There is hereby reserved to the Town every right and power which is required to be herein reserved or provided by any ordinance, resolution or statute, and the Licensee by its acceptance of this License, agrees to be bound thereby and to comply with any action or requirements of the Town in its lawful exercise of such rights or power, heretofore or hereafter enacted or established. Neither the granting of any License nor any provision hereof shall constitute a waiver or bar to the exercise of any governmental right or power of the Town; provided however, that the Town shall not voluntarily impair the rights of Licensee under this License. The Licensee agrees to waive its right to challenge any Town action related to this Agreement.

B. The Licensee shall indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses, and expenses of any nature, including reasonable attorney's fees sustained by the Town on account of any suit, judgment, execution, claim or demand whatsoever arising out of the performance of work by the Licensee and its agents, employees and contractors pursuant to this License or the installation, operation or maintenance of the Fiber Optics Communication System authorized herein, whether or not any act or omission complained of is authorized, allowed or prohibited by this License.

C. Licensee shall at all times during the term of this License carry, maintain, and pay the cost of the liability insurance for the mutual benefit of the Town, as additional insured, and the Licensee. Specifically, Licensee shall provide commercial general liability insurance, written on an occurrence basis, against claims for bodily injury, death or property damage occurring on or about the Licensee's Fiber Optics Communication System and appurtenances, which insurance shall cover such claims as may be occasioned by any insured act, omission or negligence of the Licensee or its officers, agents, representatives, employees or servants during all times that the Licensee will be using, maintaining and operating the Fiber Optics Communication System and appurtenances granted under the terms of this License. The minimum types of coverage and limits of such liability coverage shall not be less than:

Type of Insurance Minimum Limits of Liability:

Commercial General Liability \$2,000,000.00 Combined Single Limit Automobile Liability \$2,000,000.00 Combined Single Limit Umbrella Liability \$5,000,000 .00 Excess Coverage
Employer's Liability \$1,000,000, (each accident)
Worker's Compensation with Statutory Limits

(1) The Town shall have no responsibility or liability for such insurance coverage. An enumeration of specific insurance coverage and amounts shall not limit or restrict the indemnity covenants contained in this License.

(2) The Licensee shall furnish the Town with a Certificate of Insurance and maintain insurance coverage over the life of this License. The Certificate shall be issued by an insurance company authorized to transact business in the State of Arizona or be named on the List of Authorized Insurers maintained by the Arizona Department of Insurance.

(3) Additional Insured: the Town, a municipal entity, its officers, agents and employees shall be named as the additional insured on all policies except Workers Compensation and Employers' Liability, and this shall be indicated on the Certificate of Insurance issued to the Town. The Licensee's coverage shall be primary for any and all losses arising out of the performance of this License.

D. Provisions B and C of this Section shall not bar Licensee from claiming contribution for such injuries, death, damages and defense costs after, and to the extent, Town is found liable by a court of competent jurisdiction for such damages, injuries or death by reason of acts or omissions of Town or its employees, servants or agents.

SECTION 3. Plans Approval, Permits and Construction.

A. The Fiber Optics Communication System herein provided for, to be constructed, installed, operated and maintained hereunder, shall be as located or relocated as to interfere as little as possible with traffic or other authorized uses over, under or through said streets and public ways. Those phases of construction relating to traffic control, backfilling, compaction and paving, as well as the location or relocation of said Fiber Optics Communication System herein provided for, shall be subject to reasonable regulation by the Superintendent of Streets or Public Works Director. The Licensee shall keep accurate installation records ("as built") of the location of all facilities in the streets and public ways and furnish them to the Town upon request. Licensee may cooperate with the Town to furnish such information in DWG AutoCAD format. Upon completion of new or relocation construction of underground facilities in the streets and public ways, the Licensee may provide the Town with installation records ("as built") in DWG AutoCAD format showing the location of the underground and above ground facilities.

B.1 If, during the design process for public improvements the Town discovers a potential conflict with proposed construction by Licensee's Fiber Optics System, the Licensee shall either: (1) locate and, if necessary, expose its facilities in conflict or (2) use a location service under contract with the Town to locate or expose its facilities. Licensee shall reimburse the Town for the reasonable cost resulting from number (2) above. The Town shall make every reasonable effort to design and construct projects pursuant to this Section so as to avoid relocation expense to the Licensee. Licensee agrees to furnish the location information in a timely manner, but in no case longer than twenty (20) days.

B.2 The Town reserves the prior and superior right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, regrade, widen, realign, or maintain any street and public ways, aerial, surface, or subsurface improvement, including but not limited to water mains, traffic control conduits, cable and devices, sanitary or storm sewers, subways, tunnels, bridges, viaducts, or any other public construction within the rights-of-way of the Town limits.

B.3 When the Town reasonably exercises its prior superior right to the streets and public ways for a public use, the Licensee shall move its property that is located in the streets and public ways, at its own cost, to such a location as the Town directs. Notwithstanding the foregoing, in the event the public purpose project is paid for totally or in part by non-public funds, then the Licensee's costs of moving its property shall be borne by the source of the non-public funds in the same ratio as the non-public funds bear to the total project costs.

C. If, during the course of a Project where infrastructure will be dedicated to the Town and the Town determines Licensee's facilities are in conflict with the public infrastructure project, the following shall apply:

1. Prior to Notice to Proceed to Contractor (Routine):

The Licensee shall, within a reasonable time, but in no event exceeding six (6) months, remove or relocate the conflicting facility. This time period shall begin running upon receipt by the Licensee of written notice from the Town, or its authorized representative. However, if both the Town and the Licensee agree, the time frame may be extended based on the requirements of the project.

2. Subsequent to Town Notice to Proceed to Contractor:

The Town, or its authorized representative, and Licensee will immediately begin the coordination necessary to remove and relocate the facilities. Actual construction to remove or relocate such facilities will begin within a commercially reasonable time after the notice period from the Town, or its authorized representative, and following Licensee's obtaining a permit for such construction.

D. The Licensee agrees to obtain a permit as required by this License prior to removing, abandoning, relocating or reconstructing, if necessary, any portion of its Fiber Optics Communication System. Notwithstanding the foregoing, the Town understands and acknowledges there may be instances when the Licensee is required to make repairs, in compliance with federal and/or state laws, that are of an emergency nature. The Licensee will notify the Town prior to such repairs, if practicable, and will obtain the necessary permits within **five** (5) workdays after notification.

E. If, in the installation, use or maintenance of its Fiber Optics Communication System, the Licensee damages or disturbs the surface or subsurface of any streets or public ways or adjoining public property or the public improvement located thereon, therein, or thereunder, the Licensee shall promptly, at its own expense, and in a manner acceptable to the Town restore the surface or subsurface of the streets or public ways or public property, or repair or replace the public improvement thereon, therein, or thereunder, in as good a condition as before such damage or disturbance. If such restoration, repair or replacement of the surface, subsurface or any structure located

thereon, therein, or thereunder is not completed within a reasonable time, or such repair or replacement does not meet the Town's duly adopted standards, the Town shall promptly notify the Licensee. Licensee shall have thirty (30) days or such longer period of time as necessary as agreed to by the Town to make such repairs. If such work cannot be accomplished in a timely manner, or if the Licensee does not timely accomplish such restoration, repair or replacement, the Town shall have the right to perform the necessary restoration, repair, or replacement, either through its own forces or through a hired contractor, and the Licensee agrees to reimburse the Town for its reasonable expenses in so doing within thirty (30) days after its receipt of the Town's invoice therefore.

F. The Town shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the Town facilities or other facilities occupying the streets or public ways under authority of a Town permit or License which must be relocated for a public use, are already located in the streets or public ways and the conflict between the Licensee's potential facilities and existing facilities can only be resolved expeditiously as determined by the Town by the movement of the existing Town or permittee facilities.

G. If Licensee's relocation effort so delays construction of a public project causing the Town, or its authorized representative, to be liable for delay damages, the Licensee shall reimburse the Town for those actual damages attributable to the delay created by the Licensee unless the Town is responsible for the delay. In the event the Licensee should dispute the amount of damages attributable to the Licensee, the matter shall be referred to the Dispute Resolution Board. The Dispute Resolution Board shall consist of one member selected by the Town, one member selected by the Licensee, and a third person agreed upon by both parties. The person agreed upon by both parties shall be chairperson of the Dispute Resolution Board. Expenses for the Dispute Resolution Board shall be shared equally by the Town and the Licensee. The Board will hear the dispute promptly, and render an opinion as soon as possible, but in no case later than sixty (60) days after notification by the Town of Licensee's allocated share of damages suffered by the Town. All decisions of the Dispute Resolution Board are non-binding on either the Town or the Licensee; however, the findings of the Dispute Resolution Board shall be admissible in any legal action. The Town and the Licensee shall accept or reject findings of the Dispute Resolution Board within thirty (30) days after receipt of the findings. If damages are assessed by the Dispute Resolution Board the Licensee shall pay the Town within thirty (30) days. Late charges of 5% and interest charges of 1 - 1/2 % per month shall be added for late payment. Nothing herein shall prohibit a mutual agreement between the Town and the Licensee to use alternative dispute resolution for other disputes related to different License provisions.

H. In the event the Town becomes aware of a potential delay involving the Licensee's facilities, the Town shall promptly notify the Licensee of this potential delay.

I. Whenever the Licensee shall cause any opening or alteration whatever to be made for any purpose in any streets or public ways, the work shall be completed within a reasonable time, and the Licensee shall, without expense to the Town and upon the completion of such work, restore the property disturbed in as good as condition as before, or as required by Licensee's permit which may incorporate special standards when required for Town purposes.

J. The installation, use and maintenance of the Licensee's Fiber Optics Communication System within the streets and public ways authorized herein shall be in such a manner as not to interfere with the Town's placement, construction, use and maintenance of its streets and public ways, street lighting, water pipes, drains, sewers, traffic signal systems or other Town systems that have been, installed, maintained, used or authorized by said Town.

K. The Licensee agrees not to install, maintain or use any of its Fiber Optics Communication System in such a manner as to damage or interfere with any existing facilities of another utility located within

the streets and public ways of the Town and agrees to relocate its facilities, if necessary, to accommodate another facility relocation that has a prior rights interest in the streets and public ways, which facility relocation was necessitated by a public use.

L. The Licensee shall obtain all required permits, including Traffic Control Permits, and pay all applicable permit fees to the Town for all construction, installation, erection, enlargement, replacement, extension and relocation in the streets and public ways, and the Town may issue permits with such conditions as are reasonable and necessary to ensure compliance with the terms and conditions of this License. Further, the Licensee shall reimburse the Town for its documented costs for the location of the Licensee's facilities for design and construction purposes and reimburse the Town for pavement damage as specified in Section 3.E of this License. Reimbursement for plan review, inspection, location services, design costs, and pavement damage is separate, and in addition to, any other License or permit fees included in this License.

M. All installation of cable shall be installed per construction plans approved by the Town, and the Town shall review and process such plans within those timeframes that are customary and uniformly applied to similar applications. Licensee may install cables on existing utility poles or in existing conduit where permission is granted by owner of the utility pole or conduit, except where those same poles are scheduled to be replaced with buried facilities. No new poles, or longer poles, will be permitted in the streets or public ways for any cable runs of this License without the permission of the Licensor, which permission will not unreasonably be withheld. If Licensee installs cable on existing poles as provided herein, the Licensee shall bury its cable if such poles are removed and not replaced in kind for any reason. If the Licensee makes use of existing conduit of a telephone or telecommunication company not currently regulated by the Town, by license or franchise, the Licensee shall be subject to the provisions of this License in the use of such conduit in the streets and public ways.

N. The entire cost of relocation shall be borne by the Town if the Licensee is required by the Town to relocate facilities which are located in private easements or rights-of-way obtained by the Licensee prior to the dedication of the public street or easement from which the facilities must be relocated. These prior rights of the Licensee would also be unaffected by any subsequent relocation. "Prior rights" as used in this paragraph means rights obtained by the Licensee prior to the dedication of the streets or public ways from which the facilities are requested by the Town to be relocated.

O. Any trimming of trees by the Licensee in the streets and public ways shall be subject to such regulation as the Guadalupe Town Council or other authorized official may establish to protect the public health, safety and convenience.

P. The Town may issue reasonable policy guidelines to all Fiber Optics Communication System licensees to establish procedures for determining how to control issuance of engineering permits to multiple licensees for the same one-mile segments of their Fiber Optics Communication Systems. The Licensee agrees to cooperate with the Town in establishing such policy and comply with the procedures established by the Guadalupe Town Council or their designee to coordinate the issuance of multiple engineering permits in the same one-mile segments.

SECTION 4. Records and Locator Service of Facilities.

A.1 The Licensee shall comply with Arizona Revised Statutes Section 40-360.21 et seq. by participating as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of Licensee's facilities upon receipt of a locate call or as promptly as possible, but in no event later than two working days. A copy of Licensee's agreement or proof of membership shall be filed with the Town.

SECTION 5. Installation and Operation of the Fiber-Optics Communication System.

A. All installations shall meet the standard industry specifications, and any applicable Town standards and specifications.

SECTION 6. Abandonment of the Fiber-Optics Communications Cable or Termination or Revocation of License.

If the Licensee permanently abandons use of its cable, ducts, or other facilities under or pursuant to the License, then the facilities are required to be removed from the streets and public ways to the satisfaction of the Town at Licensee's cost. In lieu of removal the Town may permit the improvements to be abandoned in place in such a manner as the Town may prescribe. Upon permanent abandonment, the Licensee shall submit to the Town a proposal and instruments for transferring ownership to the Town. Upon revocation or termination of the privilege herein granted, Licensee shall to the reasonable satisfaction of the Town and, without cost or expense to the Town, promptly remove its Fiber Optics Communication System unless permitted by the Town to be left in place in such manner as the Town may prescribe. If Licensee determines to remove such Fiber Optics Communication System, or any portion thereof, then Licensee, at its sole expense, shall restore the public rights-of-way where disturbed by such removal in as good condition as before. Any such facilities which are not removed within one hundred twenty (120) days of either such date of termination or revocation or of the date the Town issued a permit authorizing removal, whichever is later, automatically shall become the property of the Town. The Arizona Blue Stake Center must be notified to record facilities abandoned.

SECTION 7. License Fees

A. The Licensee agrees to pay to the Town as consideration for the granting of this License \$2.11 per linear foot annually for a nonexclusive right to place and maintain six-inch conduit with appurtenances in the Right of Way occupied by Licensee in the same alignment identified in Exhibit A within the Town of Guadalupe streets and public ways. This annual fee is earned each year on the anniversary date of the first annual footage fee, as set forth in paragraph B below, and payable to the Town.

B. The Town shall calculate the first annual footage fee based on number of lineal feet as specifically identified and approved for installation on Exhibit A. The first annual footage fee shall be due and payable sixty (60) days after issuance of the License. Subsequent payments shall be made within sixty (60) days of each anniversary date of the original effective date and such payment shall be based upon the fees provided in Subsection 7. A. above and C below.

C. Commencing at the expiration date of this Agreement in 2021 and continuing every 5 years of the term, the linear foot fee shall be escalated November 1 based on the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index-All Urban

Consumers, West Region for All Items (**CPI**). If there is no increase in the CPI, the fee shall remain what it was for the prior 5 years.

D. Payment by the Licensee to the Town shall be made in United States legal tender. Payments shall be considered timely if postmarked on or before the due date. If License fees are not paid within fifteen (15) days after notice from Town that the fees are past due, interest of 1 % per month shall accrue on the entire amount due. Any payment received shall first be applied to any interest charges owed, and then to any Licensee fee owed.

SECTION 8. Term of License.

The right, privilege and term of License granted herein shall continue and exist for a period of five (5) years, from November 10, 2021, through November 9, 2026.

In the event the parties are actively negotiating in good faith for a new license or an amendment to this License upon the termination date of this License, the parties by written mutual agreement may extend the termination date of this License to allow for further negotiations. Such extension period shall be deemed a continuation of this License and not as a new license or amendment.

SECTION 9. License Non-transferable.

The right, privileges, and License granted hereunder shall not be assigned without the express written consent of the Town by an ordinance or resolution passed by the Guadalupe Town Council, which consent shall not be unreasonably withheld or delayed, except that Licensee may assign this License in whole or in part, without such consent, to a parent, subsidiary or other affiliated entity of Licensee, or to any corporation into which Licensee may be merged or consolidated or which purchases all or substantially all of Licensee's assets, or for the purpose of obtaining financing. If the Town's consent is not required for an assignment, the assignee will notify the Town of the assignment within sixty (60) days following the assignment. The new Licensee as approved by the Town shall be equally subject to all the obligations and privileges of the original License including any amendments, which will remain in full effect, as if the new Licensee was the original Licensee.

SECTION 10. Nonexclusive License.

This grant is not exclusive, and nothing herein contained shall be construed to prevent the Town from granting other like or similar grants or privileges to any other person, firm or corporation, subject, however, to the rights granted to Licensee herein. Nothing agreed to in this License is intended to deny or lessen the powers and privileges granted the Town under the Constitution and laws of the State of Arizona.

SECTION 11. Cancellation of License.

A.1 The License granted hereunder may be canceled prior to its date of expiration by the Licensee upon express written notice to the Town. The Town may revoke, alter, suspend, or cancel this License at any time it deems necessary with reasonable cause for material breach of the following:

- a) Failure to file and maintain items required by the License and this License Ordinance;
- b) Failure to meet any conditions established in this License;
- c) Any sale, lease, assignment, or transfer of control of its License in violation of Section 9 of this Agreement without prior consent of the Town;
- d) Repeated failure, as reasonably determined by the Licensor, to maintain facilities and operations in the streets and public ways under the standards prescribed by the Town for safety, operation, maintenance, and general work in the streets and public ways according to Town requirements and codes.

A.2 Before canceling the License, the Guadalupe Town Council, or a designee, shall make a written demand that the Licensee comply within sixty (60) days or within such other specific period as may be specified herein regarding notice to the Licensee. If a violation by the Licensee continues for a period beyond that set forth in the written demand without written proof that corrective action has been taken or is being actively and expeditiously pursued, the Town may revoke, alter, suspend or cancel this License.

SECTION 12. Notice:

Communications relating to this License will be deemed given when received, when sent by certified mail, return receipt requested, to the following addresses or as may be later designated by written notice of the other party:

Sprint: Sprint Communications Company L.P.
Attn: Manager, Network Real Estate
6220 Sprint Parkway
Mailstop: KSOPHD0101-Z2040
Overland Park, KS 66251-2040
ROWRenewals@sprint.com

With a mandatory copy to:

Sprint Communications Company L.P.
12920 SE 38th St.
Bellevue, WA 98006
Attn: Managing Attorney, Real Estate

Invoices to: Sprint Communications Company L.P.
12920 SE 38th Street
ATTN: National Lease Administration
Bellevue, WA 98006
LLStatements@t-mobile.com

Town: Town Manager
Town of Guadalupe
9241 S. Avenida Del Yaqui
Guadalupe, AZ 85283

SECTION 13. Governing Law.

This Agreement is governed by and construed in accordance with the laws of the State of Arizona without regard to any conflict of laws provision.

SECTION 14. Severability.

Nothing in this License is intended to be inconsistent with the State or Federal Law and further neither the Town nor the Licensee waives any rights granted under State or Federal Law by agreeing to this License.

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this License will not be affected thereby and will continue in full force and effect, unless removal of that provision(s) results in material change to this License. In such a case, the Town and the Licensee will negotiate in good faith for replacement language.

SECTION 15. Proprietary Information.

Information designated as proprietary, confidential, or trade secret by the Licensee that is provided to the Town under this License shall be treated as such by Town and not disclosed to third parties without the prior written agreement of the Licensee. Further, all such confidential, proprietary, or trade secret information shall be entitled the protections afforded trade secrets under the Arizona Uniform Trade Secrets Act, ARS 44-401 et seq., including all legal and equitable remedies for disclosure or misappropriation of protected information.

SECTION 16. Entire Agreement.

This License Agreement constitutes the entire agreement between Sprint and Town with respect to the subject matter contained and may not be amended or modified except by written document, signed by both parties.

TOWN OF GUADALUPE

Valerie Molina, Mayor Date

Approved as to Form:

ATTEST:

Jeff Kulaga
Town Manager/Clerk

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH, PLC
Town Attorneys

SPRINT COMMUNICATIONS COMPANY L.P.

DocuSigned by:
Mike Simpson 10/28/2022
BY: Mike Simpson
TITLE: SVP, Chief Procurement Officer

T-Mobile Legal Approval
DocuSigned by:
Erin Howshar
Erin Howshar
Senior Corporate Counsel

**The Toronto-Dominion Bank**

New York Branch
1 Vanderbilt Avenue
New York, NY 10017
United States
Tel: 1-800-653-1833
SWIFT: TDOMUS33

**Irrevocable
Standby Letter of Credit No.:
S105742****Beneficiary:**

Town of Guadalupe
9241 S Avenida Del Yaqui
Guadalupe, AZ 85283 United States

Applicant:

T-Mobile USA, Inc. on behalf of
Sprint Communications Company L.P.
12920 SE 38th Street
Bellevue, WA 98006 United States

Date of Issue:

November 23, 2022

Date and Place of Expiry:

November 23, 2023 at our counter

Amount:

Not Exceeding USD 50,000.00 Fifty Thousand United States
Dollars

The Toronto-Dominion Bank, New York Branch, 1 Vanderbilt Avenue, New York, NY 10017, United States, Attention: Fixed income Operations, hereby establishes this Irrevocable Letter of Credit No. S105742, in the total amount of USD50,000.00, (Fifty Thousand United States Dollars) at the request and for the account of T-Mobile USA, Inc. on behalf of Sprint Communications Company L.P. (the "Account Party"), in your favor, as Beneficiary under this Letter of Credit.

This Letter of Credit is effective immediately and expires on November 23, 2023 at 5:00 p.m. (the "Expiration Date") at our counters mentioned above, after which date it shall become null and void and will be removed from our records. However, it shall be automatically extended for a one-year period following the Expiry date and subsequently from year to year until November 30, 2026 (the Final Expiry date), unless the Bank advises Beneficiary in writing by commercial courier at least 90 days prior to the then current Expiry date, of its intention not to extend this Letter of Credit for any additional period.

We hereby irrevocably authorize you to draw on us upon presentation of a certificate signed by an officer of the Beneficiary on its letterhead reading exactly as set forth below:

**The Toronto-Dominion Bank**

1. Certification by the Town Manager that Account Party, its employees, contractors and/or agents have not complied with its obligations under the Wired Communication Facilities in the Right-of-Way Standard Terms and Conditions, the terms of a Wired Communication Provider Master License for Use of Right-of-Way between Beneficiary and Account Party, and/or any permit issued pursuant to the Master License.

No other or further certificates, documentation, or procedure(s) of any kind shall be required.

This Letter of Credit expires on the Expiration Date unless earlier terminated by Beneficiary. Termination shall require written notice sent by Beneficiary to the Bank by receipted mail or courier. Any notice to us will be deemed effective only upon actual receipt by us at our designated office.

We hereby engage with you that a draft drawn and presented in conformity with the terms of this credit will be duly honored upon presentation to us at our offices at The Toronto-Dominion Bank, New York Branch, 1 Vanderbilt Avenue, New York, NY 10017, United States, Attention: Fixed Income Operations, on or before the Expiration Date.

This Letter of Credit is transferable, subject to our consent which will not be unreasonably withheld, in its entirety but not in part, and may be transferred more than once, but in each case only in the amount of the full unutilized balance hereof to a single transferee. Transfers may be effected without charge to the transferor or transferee.

No transfer shall be effective until (i) presentation to us of an original transfer request duly executed by the Beneficiary hereof in the form attached hereto as Exhibit "A" which instrument of transfer must bear the written consent and approval of the Beneficiary and (ii) a copy of such fully executed and approved transfer request is affixed to the original of this Letter of Credit. We will effect the transfer provided that the transfer complies with the applicable law and is not a transfer to an entity that The Toronto-Dominion Bank is prohibited to deal with.

The amount of this Letter of Credit may be reduced on receipt by us of a fully executed reduction certificate (the "Certificate") in the form attached as Exhibit "B" hereto and incorporated herein by this reference. On receipt by us of such certificate, the amount of this Letter of Credit shall be automatically reduced in the amount of the Certificate.

This Letter of Credit sets forth in full the terms of our undertaking to you. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein and any such reference shall not be deemed to incorporate herein by reference any such document or instrument.

This Letter of Credit is subject to the International Standby Practices (ISP98) of the International Chamber of Commerce. For matters not covered by ISP98, the laws of the state of New York shall apply and place of jurisdiction shall be New York, NY, United States.

Communications and notices with respect to this Letter of Credit shall be in writing and shall be addressed to us at our office specified above, specifically referred to the number of this Letter of Credit and shall be addressed to you at your address specified above.



The Toronto-Dominion Bank

Wired Communications License
EXHIBIT "A" TO STANDBY LETTER OF CREDIT
Toronto-Dominion Bank, New York Branch
Letter of Credit No. S105742
TRANSFER REQUEST
(PRINTED ON BENEFICIARY'S LETTERHEAD)

Date: [INSERT DATE]

To: The Toronto-Dominion Bank
1 Vanderbilt Avenue, New York, NY 10017,
United States, Attention: Fixed income Operations

Subject: Request to Transfer of Irrevocable Standby Letter of Credit no. S105742

Madam, Sir,

With reference to the above Irrevocable Transferable Standby Letter of Credit issued in our favor ("Standby Letter of Credit"), the undersigned Beneficiary demands transfer of drawing rights in their entirety including our rights to demand further payment, reduction, cancellation and transfer under the Standby Letter of Credit and rights to give or withhold consent to any pending or future amendment or cancellation in the full available amount of [INSERT CURRENCY AND FULL AVAILABLE AMOUNT OF STANDBY LC AT THE TIME OF TRANSFER] to the following Second Beneficiary:

[INSERT NAME AND ADDRESS OF SECOND BENEFICIARY]

Accompanying this demand is the Original Irrevocable Standby Letter of Credit and all subsequent amendments (if any) for your endorsement purposes. The transfer will be issued in accordance with the terms and conditions of the Irrevocable Letter of Credit.

We understand that the above Second Beneficiary is the transferee, from and after its issuance date, of all of Beneficiary's rights that are supported by the Letter of Credit. We further state that there are no outstanding demands by us for any other transfer or for any payment, or for any reduction or cancellation under the Letter of Credit. We agree to make no such demands or requests while this demand is outstanding.

We certify that the below signatories are genuine and that they have the authority to sign on behalf of our company.

Best regards,

[Name and address of Beneficiary]
[Signature of authorized officer(s)]
[Name(s) and title(s)]

***Beneficiary's signatures shall be authenticated/verified/approved by their bank or Notary and certified here ***



The Toronto-Dominion Bank

EXHIBIT "B" TO STANDBY LETTER OF CREDIT
REDUCTION CERTIFICATE
(PRINTED ON BENEFICIARY'S LETTERHEAD)

Date: [INSERT DATE]

To: The Toronto-Dominion Bank
1 Vanderbilt Avenue, New York, NY 10017,
United States,
Attention: Fixed income Operations

Letter of Credit No. S105742

This Reduction Certificate is attached to and made a part of that certain irrevocable Standby Letter of Credit, dated November 23, 2022, bearing The Toronto-Dominion Bank Letter of Credit No. S105742 in the original principal amount of USD50,000.00, (Fifty Thousand United States Dollars)(the "Letter of Credit").

The undersigned, an authorized representative of the Beneficiary, hereby certifies to The Toronto-Dominion Bank ("issuer"), with reference to the Letter of Credit that as of _____, 20__, the amount available under the Letter of Credit shall be reduced by \$ _____ to a new Letter of Credit amount of \$ _____.

In witness whereof, this Reduction Certificate has been executed as of _____, 20__.

TOWN OF GUADALUPE ,
an Arizona municipal corporation
By:
Its:

END OF EXHIBITS

Digitally signed by
Chloe Massenet
Date: 2022.11.23
16:48:46 -05'00'

Regards,

Authorized Signature(s)

Ibrahim Yousuf
Y0724

C2022-51
AMENDED AND RESTATED CLEAR CHANNEL
OUTDOOR, LLC LICENSE AGREEMENT
(CARMEN 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, and following the Extension Period described in Section 2 below, 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 30 calendar days of the Extension Period, the Licensee shall pay the Town a one-time payment of \$46,678 for this extension (the “License Sync Payment”). Should the License Sync Payment fail to be remitted in the first 30 days of the Extension Period, interest will accrue on the License Sync Payment 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 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 payment of \$109,706 for this extension (the “Up-Front Payment”). Should the Up-Front Payment fail to be remitted in the first 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 Up-Front Payment at the compounding rate of one percent (1%) per day.
4. This License shall be in effect for a term (“Term”) that is 25 years beginning on the “Rent Commencement Date”. The Rent Commencement Date is January 1, 2024.
5. Beginning on the 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 or controlled 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 or controlled by the 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 or controlled 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 Acts of Nature.
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

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

Jeff Kulaga, 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 Corporation
2850 E. Camelback Road, Suite 300
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 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 400
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 upon the following terms:

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

 2. The Town and Licensee have entered into that certain **AMENDED AND RESTATED CLEAR CHANNEL OUTDOOR, LLC LICENSE AGREEMENT (CARMEN LOCATION)** , dated (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]



Town of Guadalupe *Arizona*

REQUEST FOR PROPOSALS

DATE ISSUED: December 9, 2022

Town of Guadalupe, Arizona

REQUEST FOR PROPOSALS FOR: LEASE AND/OR PURCHASE AND DEVELOPMENT OF CERTAIN TOWN OWNED PROPERTY

DUE DATE/ TIME: January 25, 2023 / 3:00 PM, MST

Time and Date of Pre-Submittal Remote Conference: 10:00 AM, MST, Dec.19, 2022

Deadline for Inquiries: 3:00 PM, MST, Jan 20, 2023

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PART I: REQUEST FOR PROPOSALS

Town of Guadalupe REQUEST FOR PROPOSALS (RFP)

The Town of Guadalupe (the “Town”) extends an invitation to interested and qualified firms or teams to submit formal sealed proposals to lease and /or purchase and develop certain Town-owned properties. Inquiries regarding this RFP are to be submitted in writing via email to procurement@guadalupeaz.org no later than 3:00 PM, MST, January 9, 2023. The Town will share all questions and answers with potential respondents via addendum promptly after the inquiry deadline has passed.

The Town reserves the right to reject any and all submittals for any reason, and to act in the best interest of the Town, including cancellation of this RFP. Respondents are responsible for all costs associated with responding to this RFP.

Proposals shall be marked as follows:

Submitting Firm: _____
 Primary Contact: _____
 Contact Phone: _____
 Contact Email: _____
 Project Name: Development of Town-Owned Property

Pre-Submittal Remote Conference: 10:00 AM, MST December 19, 2022
 Remote / Virtual Meeting
 Access link to be provided December 15, 2022

Final and formal proposals to this request must be emailed in a PDF format to:

procurement@guadalupeaz.org

Attention: Jeff Kulaga, Town Manager / Clerk

NO LATER THAN 3:00 PM, MST January 25, 2023

Proposals received after the time and date set for submittal will not be considered and will be returned to the sender. Each Proposer is solely responsible for the submission of its Proposal to the email address above by the time and date specified.

This proposal is open until 3:00 PM, MST, January 25, 2023, at which time a representative of the Town will announce publicly only the names of those firms or individuals submitting proposals. No other public disclosure will be made until after the award and execution of the contract.

RETURN OF PROPOSAL PACKAGES

The Town will return any proposal packages that are received after the scheduled opening date and time.

LEGAL ADVERTISEMENT

Town of Guadalupe, Arizona Request for Proposals Sale and Development of Town-Owned Property

Description:

The Town of Guadalupe, Arizona (the "Town") hereby invites interested and qualified firms or individuals to submit written proposals for the sale/lease and development of certain Town-owned properties. Four (4) parcels are offered which range in size from approximately 15,000 to 120,000 square feet. The properties are being offered individually or together as outlined in the Request for Proposals.

Proposals are due electronically, in PDF format, on or before 3:00 PM, MST, January 25, 2023.

Pre-Submittal Conference:

A RECOMMENDED Pre-Submittal Remote/Virtual Conference is scheduled for 10:00 AM, MST, Monday, December 19, 2022. The access link to the remote conference will be provided on Thursday, December 15, 2022. Attendance is strongly recommended for those who desire to submit a Proposal. Town staff will be available to discuss the properties and the solicitation.

Obtain a Copy of RFP:

The Request for Proposal, a description of the offered properties, and a description of the proposal and selection process will be issued and available at 1 PM, MST, December 9, 2022 and can be obtained via email request to procurement@guadalupeaz.org or on the Town of Guadalupe website under community news: <https://www.guadalupeaz.org>

The Town reserves the right to cancel this Request for Proposals, to reject any or all responses to the Request for Proposals, and to waive or decline to waive any irregularities in any submitted responses to the Request for Proposals, or to withhold the award for any reason that is determined to be in the Town's best interest. The Town also reserves the right to hold open any or all Request for Proposals for a period of ninety (90) days after the date of opening thereof and the right to accept a Request for Proposals not withdrawn before the scheduled opening date.

All correspondence relating to this Project should be sent via email to procurement@guadalupeaz.org.

PART II: PROJECT DESCRIPTION AND EXPECTATIONS

1. PROJECT DESCRIPTION

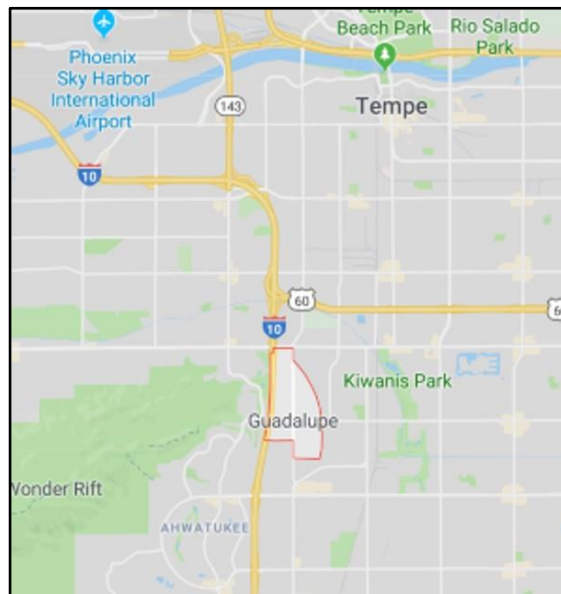
The Town is undertaking this solicitation process to offer certain Town-owned properties for lease and/or sale and development. The primary goal of this process is to facilitate the development of these sites in a manner that supports the Town's economic development initiatives. To do so, the Town is seeking one or more private-sector partners whom would lease and/or purchase the property(ies) and undertake residential or mixed-use development which would ultimately provide needed housing and other public benefits for the Town.

Proposals will be evaluated, and a shortlist of respondents created. There may be multiple shortlists depending on which sites receive development proposals. Following this RFP process, the Town may invite the shortlisted respondents to an interview with the Town's Selection Panel that will seek detailed information about the proposed development project, development team members, timeline, impacts and benefits as well as the proposed purchase price(s). Disposition of the property will ultimately be contingent upon Town Council approval of the proposal and of a purchase agreement.

2. TOWN OVERVIEW

The Town of Guadalupe is a Native American and Hispanic community of approximately 6,500 residents. Guadalupe is located between Phoenix and Tempe, at the base of South Mountain. The Town proudly maintains a strong cultural and ethnic identity. It is named after the Virgin of Guadalupe, the patron saint of Mexico.

Guadalupe was founded by the Yaqui Indians around 1904. The Town of Guadalupe was incorporated in 1975 and is approximately one square mile in area. It will remain this size since it is landlocked, surrounded by Interstate 10 and the City of Phoenix on the west; Baseline Road and the City of Tempe on the North; the City of Tempe on the South; and by the Salt River Project's Highline Canal on the East.



3. DESCRIPTION OF AREA

As seen on the map on the preceding page, the Town is located at the center of the Phoenix Metro Area and minutes from regional amenities such as Sky Harbor Airport, Tempe Town Lake, ASU Tempe Campus and Phoenix's South Mountain Park. Avenida del Yaqui is the Town's main north/south thoroughfare and connects on either end to Tempe's Priest Drive. Calle Guadalupe is the primary east/west thoroughfare which crosses west over I-10 and merges into 48th Street in Phoenix and connects directly into Tempe to the east. All four sites include frontage on Avenida del Yaqui and three of the six have Guadalupe Road frontage as well.

Avenida del Yaqui improvements have recently been completed. This project resurfaced the roadway pavement and installed new curb and gutter, sidewalks, driveways, and striped bicycle facilities (designated bicycle lane). Additional improvements included new traffic control signs, enhanced pedestrian crossings and additional pedestrian amenities along the corridor.

The project cost was \$5.6 million with the majority funded through federal transportation dollars and the remainder by the Town of Guadalupe. **Attachment B** for a summary of the Avenida del Yaqui improvements.

Average Daily Traffic counts:

Avenida del Yaqui: 16,000 VPD at Highline Canal

Guadalupe Road: 14,000 VPD at Highline Canal

Map of offered sites:



Site	Address/Location	Zoning	Parcel No.	Lot Size Sq Ft	Building Y/N	Bldg Sq. Ft.
A	NEC Avenida del Yaqui and Guadalupe	C-1	301-06-373	121,968	N	NA
B	9050 S Avenida del Yaqui	C-1	301-12-121	14,810	N	N/A
C	NWC Avenida del Yaqui and Guadalupe	C-1	301-12-113	28,488	N	N/A
D	9241 S Avenida del Yaqui	C-2	A portion of 301-44-022N	Approx. 120,000	Y	22,000

4. TOWN'S VISION AND EXPECTATIONS

The Town desires to select one or more development entities which demonstrate the necessary qualifications, experience, business acumen, industry position, and resources to lease and/or purchase and best develop the site in accordance with the Town's vision and expectations, which are outlined for each site below. Detailed site descriptions are included in **Attachment A**.

Site A

At approximately 2.8 acres in size with substantial frontage on both Avenida del Yaqui and Calle Guadalupe, this vacant property has tremendous potential for new housing. The Town is interested in new housing that will diversify housing options for current and future residents. The Town would consider support of a well-planned proposal for affordable/workforce housing at this location. This support could take the form of land contribution through a Development and Disposition Agreement, and rezoning of the current property to support additional housing density. The Town seeks a retail presence on the hard corner to increase the attractiveness and walkability of the intersection of Avenida del Yaqui and Calle Guadalupe.

Sites B&C

These sites are offered as a package. Site B and Site C are unimproved vacant lots with corner frontage on both Avenida del Yaqui and Calle Guadalupe. It is the Town's preference is to locate commercial and/or retail uses on these sites. The Town may support rezoning of the current property to facilitate a well-planned development.

Site D

Better known as "The Mercado" this site features 22,000 square feet of building space divided between four structures that all face onto a 26,000 square foot shared plaza. The Mercado is currently managed by the Town and occupied by a mix of restaurants, retail, and office/service tenants. The area highlighted in Exhibit A above as Site D will be separated from the current APN 301-44-022N as a unique parcel of about 120,000 s.f. as shown. The Town's desire is to see the Mercado replaced with a new development that will diversify housing options for current and future residents, while replacing the Mercado with a Community Hall, adjacent to the Town soccer field to the east. This Community Hall would be comprised of a multi-purpose space, supported with a commercial kitchen, restrooms and ancillary program spaces to support private parties, weddings and community meetings. The Mercado shares a parking lot with the Guadalupe Town Hall Complex and the Community Hall would continue to do so. As with Site A, the Town seeks a retail presence on the hard corner to increase the attractiveness and walkability of the intersection of Avenida del Yaqui and Calle Guadalupe.

PART III: PROPOSAL FORMAT AND CONTENTS

The total length of Sections 1-4 below should not exceed 16 pages total (8 double-sided sheets) of text and graphics in single column format with a font size of no less than 10 points. The mandatory Certifications and Forms included in **Attachment C** do not count towards the **page limits nor do** section dividers or blank pages. Submit the following:

- **One (1) proposal in PDF format to procurement@guadalupez.org**, clearly labeled with proposer's name and contact information.

Proposals must be received by the Town on or before the day and hour set for receipt of Proposals.

ALL OF THE FOLLOWING SELECTION CRITERIA ARE IMPORTANT TO THE TOWN. THE CRITERIA ARE LISTED IN ORDER OF THEIR RELATIVE IMPORTANCE WITH THE MORE IMPORTANT CRITERIA BEING LISTED FIRST.

Note: Failure to respond to all requested information may be considered non-responsive and may disqualify a respondent from further consideration.

The Proposal must include a response to each of the following items starting at Section 1 below. The information and outline below shows how your proposal should be organized and index tabbed.

1. Team Capability

- a. The Development Firm - Respondents must submit a list of members of the development firm including (as applicable) company name, legal status, company or corporation number, business address, full names of officers, a brief biographical summary of officers including development and management professionals, and any other applicable individuals who would be considered key leaders within the firm and/or whom would be directly involved in this project if selected. Qualifications and experience of each with applicable projects should be briefly described.
- b. Legal Claims - Respondents must identify any recent or currently outstanding legal claims against the firm, team members or any key personnel, including the source of such claims, their amount, and status. Respondents shall reveal any criminal convictions of any key employees other than simple traffic convictions.

Note: In the RFP response, the Town is seeking information about the existing development firm. Do not include other firms or individuals who are not in-house at the time of your submittal. Shortlisted respondents may be asked to submit a list of development team members (architects, engineers, contractors, etc.).

2. Previous Experience

- a. Describe projects (no more than three) which best represent the firm's **direct** applicable experience and capability to acquire, finance, and develop the concept(s) presented in this solicitation response. Include brief project descriptions, a statement regarding the duration, financial and operational involvement with each such project following completion, and the name, address, and telephone number of principal investors, architects, and principal consultants for each project listed.
- b. Provide a list of any previous direct experience in the creation of successful public/private partnerships.

3. Financial Acumen and Resources

The respondent should describe the ability of the firm to develop and implement a realistic plan for the financial approach to the development of the Site(s) including the ability to deliver financial resources needed to acquire and develop the proposed project(s). The respondent should demonstrate the firm's financial strength to withstand market fluctuations and stay on track during the development process.

4. Method of Approach

For the Site(s) in which the respondent seeks to develop, a narrative is to be provided that describes the general approach to the development of the Site, addressing how the respondent intends to meet the Town's vision and expectations listed previously.

Specifically, indicate whether a long-term lease of the Town properties or purchase of the properties is preferred. Indicate reasons for the preference.

Timelines for the development process should be provided, along with key milestones, and task dependencies.

The respondent should also describe its understanding of the local environment and local factors relevant to the prospective success of the proposed project including but not limited to local market conditions, local business conditions, local business resources, and typical local real estate development practices, with the focus on using such understanding to facilitate the timely and efficient development of the property.

PART IV: SELECTION PROCESS AND TIMELINES

- a. The Town will appoint an evaluation panel. Using the criteria and weighting listed herein, and in order of preference, the selection committee will rank the respondents with the intent of creating a shortlist of respondents.
- b. The Town may invite the shortlisted respondents to make a presentation to the Selection Panel. The presentation should include detailed information about the proposed development project, development team members, timeline, impacts and benefits, as well as the proposed purchase price.
- c. The following tentative schedule has been established for this solicitation. This schedule is provided as a courtesy and is subject to change.

RFP Issue Date:	December 9, 2022
Pre-Submittal Remote Conference:	10:00 AM MST, December 19, 2022
Deadline for Inquiries:	3:00 PM, MST, Jan 20 10, 2023
RFP Due Date:	3:00 PM MST, January 25, 2023

ATTACHMENT A: Site Detail Sheets

ATTACHMENT B: Project Fact Sheet - Avenida Del Yaqui Improvements

ATTACHMENT C: FORMS with ACKNOWLEDGEMENTS (REQUIRED)

C2021-66A
TOWN OF GUADALUPE
EMPLOYMENT AGREEMENT AMENDMENT
TOWNMANAGER/CLERK

THIS AGREEMENT (this "Agreement") is executed by and between the Town of Guadalupe, an Arizona municipal corporation, (the "Town") and Mr. Jeff Kulaga ("Kulaga") as of October 28, 2021.

1. The Town wishes to reappoint Kulaga as Town Manager/Town Clerk and Kulaga is willing to accept continued employment in this combined position and perform such duties as are required.

2. The Town shall extend the employment opportunity to Kulaga and offer the following salary, and other terms as follows:

- (a) Salary – The annual salary of \$130,000 shall be paid in biweekly increments in accordance with the Town's normal payroll practices.
- (b) This position is an exempt management position and Kulaga will use his best efforts to fulfill the duties of the Town Manager and Clerk.
- (c) The Council recognizes Kulaga as the Chief Financial Officer, Zoning Administrator, Business License Administrator and Cemetery Administrator.
- (d) Kulaga will receive all the normal benefits and opportunities afforded to a Guadalupe management level exempt employee.
- (e) The Council is aware that Kulaga occasionally is a guest lecturer, student mentor and/or speaker and may need to leave early or extend a lunch hour. Such activities are permitted so long as they do not unnecessarily interfere with his duties at the Town.
- (f) The Council is aware that Kulaga does attend twice annually the Arizona City Managers Association conferences and annually the Arizona Municipal Clerks' Association conference for professional development and training purposes at his own costs.
- (g) In the event the Council should terminate this contract without cause, Kulaga shall be entitled to a lump sum, one-time payment of severance pay equal to his base pay for nine months, accrued PTO time, deferred compensation, and paid holidays accrued during the nine-month severance period, and the Town shall pay the cash equivalent of the nine-month severance period for health insurance for Kulaga and all dependents, including life insurance.
- (h) Council may terminate this contract at any time for cause including willful misconduct, fraud, corruption, moral turpitude, or refusal or failure to perform in breach of this agreement. In the event this agreement is terminated involuntarily for cause or Kulaga resigns, the Town will not have to pay a severance package.
- (i) In the event Kulaga wishes to resign, he will give the Town not less than thirty (30) days' notice.
- (j) ADD A ONE TIME ADDITIONAL 120 PERSONAL TIME OFF HOURS TO KULAGA'S EMPLOYEE LEAVE BALANCE.**

This agreement serves as the formal employment agreement between the Town and Kulaga and is the full and complete agreement of the parties and will be treated as such.

3. A.R.S. §38-511 concerning conflict of interest applies to this agreement.
4. The parties agree to work together in good faith in the performance of this agreement.
5. In the event of a breach of this agreement, the nonbreaching party is entitled to their reasonable attorney fees and costs resulting from the breach.

DATED this 28th day of October 2021.

TOWN OF GUADALUPE

Valerie Molina, Mayor

Attest:

Jeff Kulaga
Town Manager / Clerk

Approved as to form:

Barry Aylstock
FAITH, LEDYARD & FAITH, PLC
Town Attorneys

JANUARY 2023 - Retreat Reminder

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 New Year's Day	2 Town Hall Closed	3	4	5	6	7
8	9 KSD, TESD, TUHSD, ASU classes begin	10	11	12 Council Meeting	13	14
15	16 M L King Day Town Hall Closed	17	18	19 ASU classes begin	20	21
22	23	24	25	26 Council Meeting	27	28
29	30	31	1	2	3	4

FEBRUARY 2023						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31	1	2	3	4
5	6	7	8	9 Council Meeting	10	11
12	13	14 Valentine's Day	15	16	17	18
19	20 Presidents' Day Town Hall Closed	21	22 Ash Wednesday	23 Council Meeting	24	25
26	27	28	1	2	3	4

MARCH 2023						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	1	2	3	4
5	6 ASU Spring Break	7 ASU Spring Break	8 ASU Spring Break	9 Council Meeting ASU Spring Break	10 ASU Spring Break	11
12	13 KSD, TESD, TUHSD Spring Break	14 KSD, TESD, TUHSD Spring Break	15 KSD, TESD, TUHSD Spring Break	16 KSD, TESD, TUHSD Spring Break	17 KSD, TESD, TUHSD Spring Break	18
19	20	21	22	23 Council Meeting	24	25
26	27	28	29	30	31	1

APRIL 2023						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	1
2	3 Holy Week	4 Holy Week	5 Holy Week	6 Holy Week	7 Good Friday Holy Week Town Hall Closed	8
9 Easter Sunday	10 Town Hall Closed	11	12	13 Council Meeting	14	15
16	17	18	19	20	21	22
23	24	25	26	27 Council Meeting	28	29
30	1	2	3	4	5	6

MAY 2023						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	1	2	3	4	5	6
7	8 ASU Graduation	9	10	11 Council Meeting	12	13
14 Mother's Day	15	16	17	18 TESD, KSD classes end	19	20
21	22	23	24 TUHSD classes end	25 Council Meeting	26	27
28	29 Memorial Day Town Hall Closed	30	31	1	2	3

JUNE 2023						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	1	2	3
4	5	6	7	8 Council Meeting	9	10
11	12	13	14	15	16	17
18 Father's Day	19 Town Hall Closed	20	21	22 Council Meeting	23	24
25	26	27	28	29	30	1

JULY 2023						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27	28	29	30	1
2	3	4 Independence Day Town Hall Closed	5	6	7	8
9	10	11	12	13 Council Meeting	14	15
16	17	18	19 KSD, TESD, TUHSD classes begin	20	21	22
23	24	25	26	27 Council Meeting	28	29
30	31	1	2	3	4	5

AUGUST 2023						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1	2	3	4	5
6	7	8	9	10 Council Meeting	11	12
13	14	15	16	17 ASU classes begin	18	19
20	21	22	23	24 Council Meeting	25	26
27	28	29	30	31	1	2

SEPTEMBER 2023						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
3	4 Labor Day Town Hall Closed	5	6	7	8	9
10	11	12	13	14 Council Meeting	15	16
17	18	19	20	21	22	23
24	25 KSD, TESD, TUHSD Fall Break	26 KSD, TESD, TUHSD Fall Break	27 KSD, TESD, TUHSD Fall Break	28 Council Meeting KSD, TESD, TUHSD Fall Break	29 KSD, TESD, TUHSD Fall Break	30

OCTOBER 2023						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 KSD, TESD, TUHSD Fall Break	3 KSD, TESD, TUHSD Fall Break	4 KSD, TESD, TUHSD Fall Break	5 KSD, TESD, TUHSD Fall Break	6 KSD, TESD, TUHSD Fall Break	7
8	9 Indigenous Persons Day ASU Fall Break	10 ASU Fall Break	11	12 Council Meeting	13	14
15	16	17	18	19	20	21
22	23	24	25	26 Council Meeting	27	28
29	30	31 Halloween	1	2	3	4

NOVEMBER 2023						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31	1	2	3	4
5	6	7	8	9 Council Meeting	10 Town Hall Closed	11 Veterans Day
12	13	14	15	16	17	18
19	20	21	22	23 Thanksgiving Day Council Meeting CANCELLED Town Hall Closed	24 Town Hall Closed	25
26	27	28	29	30	1	2

DECEMBER 2023						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11 ASU Commencement	12	13	14 Council Meeting	15 KSD, TESD, TUHSD classes end	16
17	18 Winter Break	19 Winter Break	20 Winter Break	21 Winter Break	22 Winter Break	23
24	25 Christmas Winter Break	26 Town Hall Closed Winter Break	27 Town Hall Closed Winter Break	28 Council Meeting Winter Break	29 Winter Break	30
31	1	2	3	4	5	6



GUADALUPE TOWN COUNCIL MEETING SCHEDULE AND NOTICE
JANUARY 2023 THROUGH DECEMBER 2023

Pursuant to Arizona Revised Statutes §38-431.02, notice is hereby given to the members of the Guadalupe Town City Council and to the public that the Guadalupe Town Council will hold meetings open to the public on the dates and times outlined below.

Pursuant to Town Resolution 2017-01, the regularly scheduled Town Council meetings shall be held at 6:00 p.m. on the second and fourth Thursdays of the month in Guadalupe Town Hall, 9241 South Avenida del Yaqui, Guadalupe, Arizona unless a meeting falls on a holiday, or is otherwise posted for a different time or location. Special meetings of the Town Council may be scheduled for various dates, times, or locations.

The notice and agenda for any meeting shall be posted at least 24-hours in advance in accordance with the Arizona Revised Statutes, A.R.S. §38-431.02 at the following locations:

- (a) The Town of Guadalupe website: www.guadalupeaz.org; and
- (b) Outside the entrance to Town Hall, on a public notice posting board.

In addition, meeting notices and agendas will be available at the reception desk at Guadalupe Town Hall, Monday through Friday from 8:00 a.m. – 5:00 p.m., excluding holidays. For questions or further information, please contact the Town Clerk's Office at (480) 730-3080 or email clerk@guadalupeaz.org.

Month	2nd Thursday Date:	4th Thursday Date:	*Other dates to note:
January	12	26	1/1: New Year's Day 1/16: Martin Luther King Day
February	9	23	2/20: President's Day
March	9	23	
April	13	27	4/7: Good Friday 4/10: Monday after Easter 4/17: Cesar Chavez Day
May	11	25	5/29: Memorial Day
June	8	22	6/19: Juneteenth
July	13	27	7/4: Independence Day
August	10	24	
September	14	28	9/4: Labor Day
October	12	26	
November	9	23 - MEETING CANCELLED Thanksgiving Holiday	11/10: Veterans Day holiday 11/23 & 24: Thanksgiving
December	14	28	12/26 & 27: Christmas

Council meetings are streamed live on the Town of Guadalupe's FaceBook page.

*Town Hall Closed