



NOTICE OF REGULAR MEETING
OF THE GUADALUPE TOWN COUNCIL

THURSDAY, MARCH 26, 2020
6:00 P.M.

GUADALUPE TOWN HALL
9241 SOUTH AVENIDA DEL YAQUI, COUNCIL CHAMBERS
GUADALUPE, ARIZONA

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
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 Town of Guadalupe Council and to the general public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, March 26, 2020, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona.

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES – None.
- 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: Week of the Young Child – Proclamation
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
 - 1. PUBLIC HEARING - WIRED FACILITIES IN RIGHT OF WAY (ORDINANCE 2020.02): Hold a public hearing to authorize the Town of Guadalupe to adopt regulations for use of right of way by telecommunication companies who install wired facilities in the right of way; and, adopting by reference the document "Town of Guadalupe Telecommunications Services – Wired Facilities in the Public Highway" dated March 26, 2020. Council may provide direction to the Town Manager / Clerk. *Agenda items G1 & G2 are related.*
 - 2. WIRED FACILITIES IN RIGHT OF WAY (ORDINANCE 2020.02): The Council will consider and may take action to adopt an ordinance for the primary purpose of protecting the health, safety, and welfare for the public, and to protect the value and physical integrity of publicly-owned property and assets, while treating telecommunications providers who install wired facilities in the public right of way in a competitively neutral and non-discriminatory manner. Council may provide direction to the Town Manager / Clerk. *Agenda items G1 & G2 are related.*
 - 3. PUBLIC HEARING – VARIANCE REQUEST, 8250 SOUTH CALLE SAHUARO: Hold a public hearing to consider the request for a variance (V2020-01) to reduce the required front yard and side yard setback property requirements to locate a single family home at 8038 South Calle Sahuaro, Guadalupe, AZ 85283. The property is zoned R1-6 Residential. The Applicant, Ms. Bridget Valenzuela, is requesting the following:



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
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Elvira Osuna
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| Setback location | Required set back | Requested variance | Final set back (if granted) |
|------------------|-------------------|--------------------|-----------------------------|
| Front yard | 25' | 5' | 20' |
| Side yard | 7' | 2' | 5' |

Agenda items G3 & G4 are related.

4. **VARIANCE REQUEST – 8250 SOUTH CALLE SAHUARO:** Council will consider and may take action to approve, deny, or approve with modifications a variance (V2020-01) request from the Applicant, Ms. Bridget Valenzuela, for a variance to reduce the required front yard and side yard setback property requirements to locate a single family home at 8038 South Calle Sahuaro, Guadalupe, AZ 85283:

| Setback location | Required set back | Requested variance | Final set back (if granted) |
|------------------|-------------------|--------------------|-----------------------------|
| Front yard | 25' | 5' | 20' |
| Side yard | 7' | 2' | 5' |

Agenda items G3 & G4 are related.

5. **PUBLIC HEARING – G.T.L. LLC DBA THE MINT VARIANCE REQUEST (DRIVE THROUGH FACILITY):** Request for a variance (CU2020-03) by the Applicant, G.T.L. LLC dba The Mint - a medical marijuana dispensary, located at 5210 South Avenida del Yaqui for a variance to the Town Zoning Code as it relates to the prohibition of drive-through facilities for its' marijuana dispensary as set forth by Town of Guadalupe Zoning Ordinance, Article 2, Part III, Section 1, Subsection C, Paragraph 4, in order to establish and operate a drive-through window on the premises. Council may provide direction to the Town Manager / Clerk. *(continued from the March 12, 2020, Regular Council Meeting)*

6. **VARIANCE REQUEST – G.T.L. LLC DBA THE MINT (DRIVE THROUGH FACILITY):** Request for a variance (CU2020-03) by the Applicant, G.T.L. LLC dba The Mint - a medical marijuana dispensary, located at 5210 South Avenida del Yaqui for a variance to the Town Zoning Code as it relates to the prohibition of drive-through facilities for its' marijuana dispensary as set forth by Town of Guadalupe Zoning Ordinance, Article 2, Part III, Section 1, Subsection C, Paragraph 4, in order to establish and operate a drive-through window on the premises. Council may provide direction to the Town Manager / Clerk. *(continued from the March 12, 2020, Regular Council Meeting)*

7. **PROPOSED 2020 GAMING GRANT APPLCIATIONS:** Council will consider the proposed 2020 gaming grant applications which include eight individual grants for Town services, programs, equipment, and infrastructure needs totaling \$285,000. Council may provide direction to the Town Manager / Clerk.

8. **AK-CHIN INDIAN COMMUNITY GAMING GRANT (RESOLUTION NO. R2020.08:** Council will consider and may adopt Resolution No. R2020.08 authorizing the submittal of an application for a grant of \$110,000 from the Ak-Chin Indian Community for Fire Department public safety and Small Business Assistance purposes; and, direct the Mayor, or designee, to sign all necessary documents in furtherance of this grant application. Council may provide direction to the Town Manager / Clerk.

9. **FORT MCDOWELL YAVAPAI NATION GAMING GRANT (RESOLUTION NO. R2020.09):** Council will consider and may adopt Resolution No. R2020.09 authorizing the submittal of an application for a grant of \$60,000 from the Fort McDowell Yavapai Nation for Fire Department public safety purposes; and, direct the Mayor, or designee, to sign all necessary documents in furtherance of this grant application. Council may provide direction to the Town Manager / Clerk.



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10. **GILA RIVER INDIAN COMMUNITY GAMING GRANT (RESOLUTION NO. R2020.10):** Council will consider and may adopt Resolution No. R2020.10 authorizing the submittal of an application for a grant of \$25,000 from the Gila River Indian Community for family assistance resources; and, direct the Mayor, or designee, to sign all necessary documents in furtherance of this grant application. Council may provide direction to the Town Manager / Clerk.

11. **PASCUA YAQUI TRIBE GAMING GRANT (RESOLUTION NO. R2020.11):** Council will consider and may adopt Resolution No. R2020.11 authorizing the submittal of an application for a grant of \$65,000 from the Pascua Yaqui Tribe for cultural event public safety purposes; and direct the Mayor, or designee, to sign all necessary documents in furtherance of this grant application. Council may provide direction to the Town Manager / Clerk.

12. **TOHONO O'ODHAM NATION GAMING GRANT (RESOLUTION NO. R2020.12):** Council will consider and may adopt Resolution No. R2020.12 authorizing the submittal of an application for a grant of \$25,000 from the Tohono O'odham Nation for public works replacement equipment purposes; and, direct the Mayor, or designee, to sign all necessary documents in furtherance of this grant application. Council may provide direction to the Town Manager / Clerk.

13. **COVID-19 ACTION UPDATE:** Mayor and Council will receive an update from Town staff regarding steps taken to safe guard public health and safety in response to the Coronavirus. Council may provide direction to the Town Manager / Clerk.

14. **CENSUS 2020:** Mayor and Council will receive an update from Town staff regarding the Town of Guadalupe's current Census 2020 performance. Council may provide direction to the Town Manager / Clerk. *(There is no material for this agenda item).*

15. **COMMUNITY BUDGET FORUMS:** Mayor and Council may schedule Community Budget Forums to share the proposed Fiscal Year 2020/2021 Town of Guadalupe budget with the residents, business representatives, community partners and others with the objective to gain public input. Council may provide direction to the Town Manager / Clerk. *(There is no material for this agenda item).*

H. TOWN MANAGERS' COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



March 24, 2020

To: The Honorable Mayor and Town Council
From: Jeff Kulaga, Town Manager / Clerk
RE: March 26, 2020, Town Council Regular Meeting Information Report

The purpose of this report is to provide brief information regarding each of the meeting's agenda items.

Agenda Items:

G1. PUBLIC HEARING & G2. COUNCIL ACTION – WIRED FACILITIES IN THE PUBLIC HIGHWAY (ORDINANCE NO. O2020.02): Ordinance No. O2020.02 establishes regulations for use of right-of-way by telecommunication companies who put wired facilities in the right-of-way. The primary purpose of this ordinance is to protect the health, safety, and welfare for the public, and to protect the value of and physical integrity of publicly-owned property and assets, while treating telecommunications providers who install wired facilities in the public highway in a competitively neutral and non-discriminatory manner.

On a related note, a Notice of Intention was posted on the Town's website and social media pages on March 3, 2020, to establish fees for interstate telecommunications providers, dark fiber, and application and renewal fees. The Resolution to adopt the proposed fees will be presented to the Council at the May 14, 2020, Regular Council Meeting. This Notice of Intention and consideration of fee adoption timeline complies with the 60 statutory notice of proposed fee increases. (Pages 9 – 38)

conditions shall be considered as a new application.

G3. PUBLIC HEARING & G4. COUNCIL ACTION – VARIANCE REQUEST, 8250 SOUTH CALLE SAHUARO: Variance (V2020-01) request to reduce the required front yard and side yard setback property requirements to locate a single family home at 8038 South Calle Sahuaro, Guadalupe, AZ 85283. The property is zoned R1-6 Residential. The Applicant, Ms. Bridget Valenzuela, is requesting the following:

| <u>Setback location</u> | <u>Required R1-6 set back</u> | <u>Requested variance</u> | <u>Final set back (if granted)</u> |
|-------------------------|-------------------------------|---------------------------|------------------------------------|
| Front yard | 25' | 5' | 20' |
| Side yard | 7' | 2' | 5' |

The public hearing notice for the variance request at 8038 South Calle Sahuaro has been properly posted on site and published in a newspaper of general circulation; and, properties within a 150 foot radius of the applicant's property were also notified via postal mail, as required by the Town of Guadalupe Zoning Ordinance. To date, no public input has been received by the Town administration. Procedurally, the applicant has met all Town Code requirements. Further, Town Council considers a variance request per Town Zoning Code, Article I, Part III, Procedures, Subsection B, Paragraphs 2, 3 and 4.

The included aerial view illustrates 8038 South Calle Sahuaro neighboring properties' front yard setbacks range from an approximate 18 feet to 25 feet. These are estimates to the roof line rather than the wall of the homes. Nonetheless, these neighboring set backs provide a baseline of existing conditions to evaluate the variance request. (Pages 39-47)

G5. PUBLIC HEARING & G6. COUNCIL ACTION – VARIANCE REQUEST, THE MINT DRIVE-THROUGH FACILITY: *Continued from the March 12, 2020, Regular Council Meeting.* The drive-through variance request at the March 12, 2020, Regular Council Meeting was continued by Town Council to allow the applicant the opportunity to revise plans to provide a proper exclusive lane for the proposed drive-through window at 5210 South Avenida del Yaqui.

The revised site plan does illustrate the addition of a narrow median creating the exclusive drive through lane. This is generally acceptable. However, staff recommends that the median and exclusive lane comply with applicable MAG standards, should the variance be granted.

Summary from the March 12, 2020 Meeting:

The Mint is located at 5210 South Avenida del Yaqui, requests a variance (CU2020-03) to the Town Zoning Code as it relates to the prohibition of drive-through facilities for medical marijuana dispensaries as set forth by Town of Guadalupe Zoning Ordinance, Article 2, Part III, Section 1, Subsection C, Paragraph 4, in order to establish and operate a drive-through window on the premises. This prohibition was adopted by Town Council through Ordinance No. 2017-02 to add reasonable regulations to implement the Arizona medical marijuana act approved by the voters on November 2, 2010, as proposition 203.

The notice of public hearing has been properly posted on site and published in a newspaper of general circulation; and, 7 properties within a 150 foot radius of the applicant's property were also notified via postal mail, as required by the Town of Guadalupe Zoning Ordinance. To date, no public input has been received by the Town administration. Procedurally, applicant has met all Town Code requirements. Further, Town Council considers a variance request per Town Zoning Code, Article I, Part III, Procedures, Subsection B, Paragraphs 2, 3 and 4.

Through the approval of the requested variance, the applicant seeks to install a drive through window to the east side of the building as presented in the application's site plan. Vehicles would queue along the south side of the building for drive through service. A review of the proposed site plan by the Town Engineer, Dibble and Associates, offers:

- Typically it is good to separate parking from the drive thru operation. In this case parking and drive through queuing are mixed. This may cause the parking on the south side of this building to conflict with drive thru queued traffic could block access to it.
- Secondly, an exclusive / separate drive thru aisle might be advisable, as illustrated in the examples.
- Finally, it is unclear if an order window is separate from the pick-up and payment window.

Research indicates at least one drive through medical marijuana dispensary exists in Arizona, All Greens, located at 10032 W. Bell Road in Sun City. This location opened in October, 2017. Per Maricopa County Planning and Zoning Department, C-2 & C-3 commercial zoning districts permit medical marijuana dispensaries as a by-right use subject to conditions per Maricopa County Zoning Ordinance, Art. 804.2.45.

Related to drive through window service, Maricopa County does not prohibit drive-through windows and would similarly allow for drive-through windows at restaurants, drug stores and liquor stores in the C-1, C-2 & C-3 commercial zoning districts. (Pages 48-78)

G7. PROPOSED 2020 GAMING GRANT APPLICATIONS: A 12% gaming grants program, outlined in the attached table, is proposed for your review, information, and direction. Overall, staff is recommending 6 grants totaling \$285,000 be pursued from five Tribal entities: Ak-Chin, Fort McDowell, Gila River, Pascua Yaqui and Tohono O'odham. Should the grants be awarded, critical Town needs of public safety, public works, family assistance and small business assistance would, receive funding.

As a result of COVID-19, grant requests are limited to critical community needs. Requests were reduced from 21 totaling \$1.4M last year to 6 totaling \$285,000. As of this writing, it appears grant application deadlines have not changed. It is also extremely likely that the amount of grant funds available will be significantly less. This year's requests reflect the priority community needs resulting from COVID-19, public safety needs, and needed replacement of public works equipment. Gaming grant application due dates are as follows:

- April 3, 2020: Gila River Indian Community
- May 1, 2020: Fort McDowell Yavapai Nation
- May 29, 2020: Pascua Yaqui Tribe; Salt River Pima-Maricopa Indian Community; and Tohono O'odham Nation
- July 10, 2020: Ak-Chin Indian Community

(Page 79)

G8. AK-CHIN INDIAN COMMUNITY GAMING GRANT (RESOLUTION NO. R2020.08): Adoption of Resolution No. R2020.08 would allow the Town of Guadalupe to submit the following grant applications to the Ak-Chin Indian Community:

- \$70,000 for Firefighter active shooter training.
- \$40,000 for Small Business Assistance

To date, the Town of Guadalupe has received \$80,000 for Senior Center roof repairs and kitchen equipment replacement, \$112,500 from the Ak-Chin Indian Community towards the purchase of a fire truck and \$63,000 toward purchase of replacement Firefighter turnout gear. The Firefighter active shooter training and the Senior Center activity furniture and equipment are new grant requests to the Ak-Chin Indian Community. **Resolution No. R2020.08 (Page 80)**

G9. FORT MCDOWELL YAVAPAI NATION GAMING GRANT (RESOLUTION NO. R2020.09): Adoption of Resolution No. R2020.09 would allow the Town of Guadalupe to submit the following grant application to the Fort McDowell Yavapai Nation:

- \$60,000 for the purchase of 2 heart monitors for the Fire Department.

Resolution No. R2020.09 (Page 81)

G10. GILA RIVER INDIAN COMMUNITY GAMING GRANT (RESOLUTION NO. R2020.10): Adoption of Resolution No. R2020.10 would allow the Town of Guadalupe to submit the following grant applications to the Gila River Indian Community:

- \$25,000 for Family Assistance Resources

Resolution No. R2020.10 (Page 82)

G11. PASCUA YAQUI TRIBE GAMING GRANT (RESOLUTION NO. R2020.11): Adoption of Resolution No. R2020.11 would allow the Town of Guadalupe to submit the following grant applications to the Pascua Yaqui Tribe:

- \$65,000 for the Maricopa County Sheriff's Office to provide policing services, traffic control services, and road closure assistance, during community and cultural events.

Resolution No. R2020.11 (Page 83)

G12. TOHONO O'ODHAM NATION GAMING GRANT (RESOLUTION NO. R2020.12): Adoption of Resolution No. R2020.12 would allow the Town of Guadalupe to submit the following grant application to the Tohono O'odham Nation:

- \$25,000 for the purchase of replacement walker, chipper, sweeper, and cherry picker for the Public Works Department to properly maintain Town parks, rights-of-way, basins, and public property.

Resolution No. R2020.12 (Page 84)

13. COVID-19 ACTION UPDATE: Town staff will provide an update regarding steps taken to safe guard public health and safety in response to the Coronavirus. The COVID-19 Action Steps, prepared March 24, 2020, provides the most current efforts by the Town of Guadalupe. (Page 85)

14. CENSUS 2020: Town staff will provide an update regarding the Town of Guadalupe's current Census 2020 performance. *(There is no material for this agenda item).*

15. COMMUNITY BUDGET FORUMS: Mayor and Council may schedule Community Budget Forums for the proposed Fiscal Year 2020/2021 Town of Guadalupe budget. Suggested forum dates:

- 6 PM, Thursday, May 7, 2020
- 5 PM, Thursday, May 14, 2020 – prior to Regular Council Meeting with revised time of 6:30 PM

(There is no material for this agenda item).



PROCLAMATION



FIRST THINGS FIRST

Ready for School. Set for Life.

WHEREAS, the First Things First East Maricopa Regional Partnership Council and local partner organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child, April 13-17, 2020; and

WHEREAS, birth through age 8 establishes the foundation for children’s success, and later in life; and

WHEREAS, regional, state, and local agencies and communities coordinate events to celebrate and promote the needs of young children, their families, and the early childhood programs that serve them; and

WHEREAS, these agencies and communities recognize the importance of improving early childhood learning opportunities, which are critical to the growth and development of young children in Guadalupe; and

WHEREAS, all young children, regardless of their circumstances, deserve access to high-quality, early childhood education; and

WHEREAS, public policies and programs that support early learning for all young children are critical to generating positive outcomes for young children; and

WHEREAS, teachers and those who create educational opportunities for young children and families in the Town of Guadalupe, deserve our appreciation and recognition.

NOW, THEREFORE, I, Mayor Valerie Molina, of the Town of Guadalupe, Arizona, encourage community members to promote environments where early childhood learning opportunities thrive in Guadalupe and do hereby proclaim April 13-17, 2020 to be:

Week of the Young Child

in the Town of Guadalupe of the State of Arizona.

Signed this 26th day of March, 2020

Valerie Molina, Mayor
Town of Guadalupe, Arizona

ORDINANCE NO. O2020.02

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, DECLARING THE DOCUMENT ENTITLED "TOWN OF GUADALUPE TELECOMMUNICATIONS SERVICES - WIRED FACILITIES IN THE PUBLIC HIGHWAY" DATED MARCH 26, 2020, AS A PUBLIC RECORD; ADOPTING THE "TOWN OF GUADALUPE TELECOMMUNICATIONS SERVICES - WIRED FACILITIES IN THE PUBLIC HIGHWAY" DATED MARCH 26, 2020 BY REFERENCE; ADDING NEW CHAPTER 16C TELECOMMUNICATIONS SERVICES - WIRED FACILITIES IN THE PUBLIC HIGHWAY RELATED TO THE USE OF PUBLIC HIGHWAYS BY TELECOMMUNICATIONS PROVIDERS LOCATING WIRED FACILITIES IN THE PUBLIC HIGHWAYS IN THE TOWN AND THE REGULATION THEREOF; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PENALTIES.

WHEREAS, the Town of Guadalupe, in its governmental capacity, owns or holds a legal interest in public roads, streets and alleys and all other dedicated public rights-of-way, Town and the Town is responsible for the management of the rights-of-way within Town's boundaries. Pursuant to ARS §§ 9-240, 9-276 and 9-582, the Town has exclusive control of the right-of-way.

WHEREAS, as authorized by ARS § 9-583, *et seq.*, telecommunications providers may use the public rights-of-way in compliance with public highway use requirements.

WHEREAS, the primary purpose of this ordinance is to protect the health, safety, and welfare for the public, and to protect the value of and physical integrity of publicly-owned property and assets, while treating telecommunications providers who install wired facilities in the public highway in a competitively neutral and non-discriminatory manner.

WHEREAS, the document entitled "Town of Guadalupe Telecommunications Services – Wired Facilities in the Public Highway" dated March 26, 2020 three copies of which are on file in the office of the Town Clerk, are hereby declared a public record.

NOW THEREFORE, BE IT ORDAINED by the Common Council of the Town of Guadalupe, Arizona, as follows:

Section I. In General.

1. That certain document entitled “Town of Guadalupe Telecommunications Services – Wired Facilities in the Public Highway” dated March 26, 2020, three copies of which are on file in the Town Clerk’s office, is hereby declared to be a public record.

2. That document entitled “Town of Guadalupe Telecommunications Services – Wired Facilities in the Public Highway” dated March 26, 2020, is hereby adopted by reference as regulations for wired telecommunications facilities in the public highways in the Town.

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section III. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section IV. Providing for Penalties.

Any person found guilty of violating any provision of this code, except as otherwise provided in this code, shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not to exceed one thousand dollars or by imprisonment for a period of six months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense punishable as hereinabove described.

PASSED AND ADOPTED by the Common Council of the Town of Guadalupe, Arizona, this 26th day of March, 2020.

PASSED AND ADOPTED by the Common Council of the Town of Guadalupe, Arizona, this 26th day of March 2020, by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this 26th day of March, 2020.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Clerk

APPROVED AS TO FORM:

David Ledyard, Town Attorney

I, JEFF KULAGA, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. O2020.02 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF GUADALUPE ON THE 26TH DAY OF MARCH, 2020, WAS POSTED IN THREE PLACES ON THE 27TH DAY OF MARCH, 2020.

Jeff Kulaga, Town Clerk

TOWN OF GUADALUPE TELECOMMUNICATIONS SERVICE – WIRED FACILITIES IN PUBLIC HIGHWAYS
Date: MARCH 26, 2020

Chapter 16C TELECOMMUNICATIONS SERVICE - WIRED FACILITIES IN PUBLIC HIGHWAYS

ARTICLE 16C-1 DEFINITIONS

In this chapter, unless the context otherwise requires:

“Commercial mobile radio service” means two-way voice commercial mobile radio service as defined by the Federal Communications Commission in 47 United States Code § 157.

“Environmental laws” means the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et. seq. or the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et. seq. or any other applicable federal, state, county or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements.

“Facilities” means the plant, equipment, and property used in the provision of telecommunications services and not owned by the town, including but not limited to wires, pipe, conduits, pedestals, antennas, and other appurtenances placed under the public highways and not owned by the town and used in the provision of telecommunication services. The term does not include wireless facilities as that term is defined in A.R.S. §9-591 or video services as defined in A.R.S. §9-1401.

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

“In-kind payments” means facilities and/or services provided or to be provided by licensee in lieu of all or a portion of the fees imposed by town for the use of the public highway.

“Interstate telecommunications services” means telecommunications services provided between users in Arizona and users outside of Arizona.

“License” means this non-exclusive authorization granted by the town to construct, operate, maintain, reconstruct, repair and remove the facilities of licensee.

“Public emergency” means any condition which, in the opinion of town officials, poses an immediate threat to the lives or property of the citizens of the town or others caused by any natural or man-made disaster, including but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc.

“Public highway” or *“highway”* means all roads, streets and alleys and all other dedicated public rights-of-way and public utility easements of the town.

“System route map” means the map showing the locations of the facilities in the use areas pursuant to a license, as may be amended by town manager approval of permits for new use areas.

“Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received, as defined in A.R.S.

§ 9-581. The term does not include commercial mobile radio services, pay phone services, interstate services, wireless services or video services.

"Telecommunications corporation" means any public service corporation to the extent that it provides telecommunications services in this state.

"Telecommunications services" means the offering of telecommunications for a fee directly to the public, or to such users as to be effectively available directly to the public, regardless of the facilities used. The telecommunications services of a licensee shall be described in the license approved by the council.

"Use areas" means the initial locations of the facilities of a licensee as set forth in a license and approved new use areas pursuant to Section 16C-4-2, Paragraph A.

"User contracts" means contracts a licensee enters into with third parties to use the facilities pursuant to a license.

"Video Services" has the same meaning as in A.R.S. §9-1401.

"Wireless Services" has the same meaning as in A.R.S. §9-591.

ARTICLE 16C-2 LICENSE REQUIRED

Section 16C-2-1 License Required

No telecommunications corporation shall install, maintain, construct or operate telecommunications facilities in any public highway in the town unless a license to use the highways to provide telecommunications services has first been granted by the town council under this chapter to such telecommunications corporation; provided, however, that this chapter does not apply to the installation, maintenance, construction and operation of wireless facilities as that term is defined in A.R.S. §9-591 or a video service network as that term is defined in A.R.S. §9-1401.

Section 16C-2-2 Exception

Notwithstanding Section 16C-2-1, any telecommunications corporation that was providing telecommunications service within the State of Arizona as of November 1, 1997, pursuant to a grant made to it or its lawful predecessors prior to the effective date of the Arizona constitution, may continue to provide telecommunications services pursuant to that state grant, until and unless the state grant is lawfully repealed, revoked or amended, and need not obtain any further grant from the town to provide telecommunications services; provided, however, that such entity must in all other respects comply with the requirements applicable to the telecommunications corporations as provided in Title 9, Chapter 5, Article 7 of the Arizona Revised Statutes.

Section 16C-2-3 Existing Licenses

Nothing in this ordinance shall be deemed to affect the terms or conditions of any license or permit issued by the town prior to the effective date of the amendments of this ordinance or to release any party from its obligations thereunder. Those licenses or permits shall remain fully enforceable in accordance with their terms. The town manager, with the consent of the council, may enter into agreements with licensees or permittees to modify or terminate an existing license or agreement.

Section 16C-2-4 Limitations

A license to any telecommunications corporation to use the highways to install, maintain, construct or operate telecommunications facilities shall not authorize the use of the highways to provide any other service, including video

services and wireless services.; nor shall the issuance of the same invalidate any license or permit that authorizes the use of the highways for such other services; nor shall the fact that a telecommunications corporation holds a license or permit to make any other use of the highway or to provide any other service, authorize installation, maintenance, construction or operation of telecommunications facilities in any highway in the town, without obtaining a license hereunder.

Section 16C-2-5 License Not Exclusive

Any license granted shall not be exclusive.

ARTICLE 16C-3 LICENSE APPLICATION

Section 16C-3-1 Application

Any telecommunications corporation desiring a license under this chapter to construct, install, operate and maintain telecommunications facilities in public highways of the town shall file an application with the town clerk requesting a license in the form prescribed by the town and shall pay an application fee in an amount established by resolution of the town council. Such amount shall be payable in cash, certified or cashier's check, wire transfer, or in any other manner acceptable to the town manager, made payable to the town. No application shall be considered without receipt of said fee. The applicant shall be responsible for reimbursing the town's full reasonable costs in excess of the application fee in processing the application. The application fee is in addition to any permit fees established for persons doing work or locating facilities in the public highway.

Section 16C-3-2 Application Content

Each application shall be in a form provided by the town, and, at a minimum, (1) show where the initial facilities the applicant will use will be located, or contain such other information as the town may deem necessary in order to ensure that the applicant will comply with requirements for use of the highways; (2) identify the applicant, its name, address and telephone number; (3) contain a description of the services to be provided; and (4) set out a description of any agreement with any other entity that would permit such entity to use the facilities.

Section 16C-3-3 Letter of Credit

Each applicant shall provide a letter of credit in favor of the town in the amount of \$100,000 to be in effect during construction of the initial system build out. The letter of credit shall then be reduced to \$50,000 for the remaining term of the license.

Section 16C-3-4 Telecommunications License

Upon receiving an application for a license that satisfies the conditions of Section 16C-3-2, the town shall promptly proffer a telecommunications license to the applicant for its review, and may inquire into matters relevant to the issuance of the license. If the applicant agrees to the terms and conditions of the license, the request shall be submitted to the council with a recommendation for approval.

ARTICLE 16C-4 CONDITIONS OF LICENSE

Section 16C-4-1 General Conditions

As a condition of issuing or renewing a license to use the public highways to provide telecommunications services, the town may require:

- A. Proof that the applicant has received a certificate of public convenience and necessity from the Arizona Corporation Commission;
- B. The applicant to agree to comply with highway use requirements that the town may establish from time to time;
- C. The applicant to agree to provide and maintain accurate maps showing the location of all its facilities and the facilities it will use in the highways within the town, and to comply with such other mapping requirements as the town may establish from time to time; applicant shall provide the town with electronic mapping information in a format compatible with the current town electronic mapping;
- D. The applicant to obtain the insurance, and provide proof of insurance as required by the town; to post the performance bonds and security fund required by the town; and to agree to fully indemnify the town, its officers, agents, boards and commissions, in a form satisfactory to the town; and agree that it shall have no recourse whatsoever against the town or its officials, boards, commissions, agents or employees for any loss, costs, expense or damages arising out of any provision or requirement of the town because of the enforcement of the license or because of defects in this chapter or the license issued;
- E. The applicant to agree to comply with and be bound by the administrative and enforcement provisions as may be prescribed from time to time by the town.

Section 16C-4-2 Administration and Enforcement

Every license shall be subject to the following administrative and enforcement provisions:

- A. The permission granted by a license is limited to the use areas, which shall be identified in the system route map attached to an approved license. New use areas may be approved upon application for a permit pursuant to Article 8-5 of this code for such new use areas. The applications shall include specific information on the location of the new use areas and the proposed facilities. Upon approval by the town manager, the new use areas shall be depicted on the system route map and shall be subject to all terms and conditions of the license and lawful conditions, if any, imposed by the town.
- B. A licensee's facilities shall meet the applicable standard specifications and requirements of the town. Licensee's use of the public highway shall be according to plans approved by the town manager, provided that such approval shall not be unreasonably withheld or delayed. Facilities shall not be located above-ground unless there is no practical alternative and any such facilities shall be earth-toned colors or screened to the extent reasonably practical. Licensee's installation of facilities shall be coordinated with the town to accommodate opportunities for common installation. Prior to the start of any construction work, licensee shall notify all affected residents or businesses at least forty-eight (48) hours in advance of any street, alley, sidewalk, and driveway closures in order to allow them to make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area. If an emergency requires activity without such written notice, the licensee shall use reasonable efforts to provide timely actual notice to the owners or other persons having lawful control of the adjoining property. Licensee shall identify a representative, such as a project manager, who shall be the contact person for the town during any construction periods.
- C. A licensee shall maintain "as-built" drawings of its facilities located within the public highway and furnish a copy electronically in a mapping format compatible with the current town electronic mapping format and in hard copy form. Upon completion of new or relocation construction of underground facilities in the public highway, licensee shall create and maintain precise, up-to-date maps of any of its facilities and any above ground equipment located in the public highway and precise and verifiable horizontal and vertical location information and will make this information available to the town upon the installation of any new facilities. A licensee will also provide surface-location marking of licensee's facilities that are located underground within any public highway within thirty (30) business days

of installation. If complete updates are not provided in a compatible format, licensee shall pay the actual, reasonable costs the town incurs to update the town's electronic mapping format due to the location or relocation of the licensee's facilities. In the event licensee fails to supply records in the town specified format and there is a cost to the town in converting licensee-provided files, licensee will be responsible for the conversion costs and will pay such costs within thirty (30) days of the date of the bill from the town invoicing the amount due.

D. The authority granted by a license does not authorize licensee's use of the facilities for the construction, installation or operation of wireless facilities, a cable television System, a cable system, or a video services system or authorize the licensee to operate as a cable operator or video services provider as those terms are defined in the Communications Act of 1934, state law, or the town code. The authority granted by a license does not authorize the use of the public highway for an open video system as defined in the Communications Act of 1996 or as defined or authorized by the federal communications commission. The authority granted by a license is not in lieu of any other license or franchise the town may require to occupy the public highways to provide service other than as authorized under a license.

E. A licensee shall comply with rules and regulations of the federal communications commission and Arizona corporation commission that apply to the services that licensee provides over the facilities in the public highway.

F. In order for the town to determine a licensee's compliance with the terms of a license, within 30 days of a request for disclosure by the town, the licensee shall provide the documentation requested by town. For purposes of confirming that the licensee is providing solely services authorized under a license, upon reasonable request and notice by the town, the licensee shall make available for joint inspection and testing as requested by the town, the current services being provided by licensee through the facilities authorized by a license. If the licensee determines that in order to respond to the town's request for documentation and inspection that it must reasonably provide proprietary information, the licensee shall so designate such claim to proprietary treatment on documents provided to the town.

G. If the facilities of a licensee or any other licensee equipment, improvements or activities within the use areas present any immediate hazard or impediment to the public, to the town, to other improvements or activities within or without the use areas, or to the town's ability to safely and conveniently operate the public highway or perform the town's utility, public safety and other public health, safety and welfare functions, then licensee shall immediately remedy the hazard, comply with the town's requests to secure the use areas, and otherwise cooperate with the town at no expense to Town to remove any such hazard or impediment. Licensee's work crews shall report to the use areas within four (4) hours of any request by the town under this paragraph.

H. If a licensee abandons use of its facilities, or upon cancellation, revocation or termination of a license, licensee shall notify the town and may, subject to the town's approval, permanently abandon the facilities in place. In lieu of permanent abandonment, the town may require a licensee to the reasonable satisfaction of the town and, without cost or expense to the town, promptly to remove its facilities and to restore the public highway. If a licensee fails or refused to remove the facilities required by town to be removed, the town may do so and licensee shall pay the cost of such removal and the restoration of the highway. Upon permanent abandonment, if the town does not require removal, a licensee shall submit to the town a proposal and instruments for transferring ownership to the City. Any facilities which are not removed within one hundred twenty (120) days of the town's written request, automatically shall become the property of the town. The Arizona Blue Stake Center must be notified to record abandoned facilities.

I. Any and all rights granted to a licensee shall be subject to the prior and continuing right of the town to use the public highway, including the use areas. Any and all rights granted to a licensee shall also be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims to title which may affect the public highway. A license shall be construed to grant, convey, create or vest a perpetual real property interest in land to a licensee.

J. A licensee accepts the risk that there may now or in the future exist in the use areas other work and improvements that the town may approve from time to time. The town shall have full authority to regulate use of the use areas and to resolve competing demands and preferences regarding use of the use areas and to require a licensee to cooperate and participate in implementing such resolutions.

K. Neither the town nor any agent, contractor or employee of the town shall be liable to a licensee, its customers or third parties with user contracts for any service disruption or for any other harm caused them or the facilities due to competing uses of the public highway.

L. A licensee may enter into user contracts with unrelated third parties in the ordinary course of the licensee's business for use of portions of the facilities of the licensee. All such third parties shall obtain a license from the town pursuant to A.R. S. § 9-583, Paragraph D. No person shall transmit data over the facilities of the licensee or otherwise use the facilities except under a user contract with a licensee. The licensee shall provide to town (i) the name of the third party, (ii) the name, title, address, telephone number, and email address of a person with authority to speak for the third party, (iii) the route of the proposed service, and (iv) any other information relevant to the use of the public highway by the third party reasonably requested by the town.

M. All signage is prohibited except that a licensee shall install and thereafter maintain all signs and markings that the facilities and the licensee's activities may make necessary for safe use of the use areas by the public, the town, licensee and other persons who may be at the use areas at any time for any reason.

N. Licenses shall be personal to the licensee. Except as provided in the license, no transfer of a license or licensee, or change of control over the same (including, but not limited to, transfer by forced or voluntary sale, merger, consolidation, receivership, or any other means) shall occur unless prior application is made to the town and the town's prior written consent is obtained, which consent will not be unreasonably withheld or delayed. In making a determination as to whether to approve a transfer, the town may consider the same information and qualifications required of an original application for a license; whether the licensee is in compliance with its license and this chapter and, if not, the proposed transferee's commitment to cure such noncompliance; whether the transfer would result in an evasion of other applicable provisions of law, or impair lawful contracts; and the effect of the transfer on the town's interest. No application for a transfer of a license shall be granted unless the proposed transferee agrees in writing that it will abide by and accept all terms of the chapter and the license, and that it will assume all obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of the previous licensee under this chapter and the license for all purposes, including renewal. Approval by the town of a transfer of a license does not constitute a waiver or release of any of the rights of the town under this chapter or the license, whether arising before or after the date of the transfer.

O. Every licensee shall be subject to the town's exercise of such police, regulatory and other powers as it now has or may later obtain, and a license may not waive the application of the same.

P. Every license shall be subject to revocation if the licensee fails to comply with the material terms and conditions of the license, or applicable law; provided, however, that a license shall not be revoked unless the licensee is given written notice of the defect in performance, and fails to cure the performance within sixty (60) days of the notice, except where the town finds that the defect in performance is due to intentional misconduct, is a violation of criminal law, or is part of a pattern of violations where the licensee has already had notice and opportunity to cure. A hearing shall be held before a license is revoked if the licensee requests a hearing.

Q. Activities of a licensee and contractors of a licensee in the public highway shall be subject to environmental laws, now or hereafter imposed. A licensee and/or its contractors shall not produce, dispose, transport, treat, use or store any hazardous substances upon or about the public highway. These prohibitions shall not apply to: (i) ordinary gasoline, diesel fuel or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery permitted upon the highway, and any such materials shall be properly and lawfully

contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery, and (ii) electric backup batteries and other materials that may contain hazardous substances that are commonly used in the provision of telecommunications services. Disposal of hazardous substances shall be in accordance with environmental law. A licensee shall promptly notify the town of any hazardous substance at any time discovered or existing upon the highway. Within twenty-four hours after any violation by a licensee or its contractors of this license pertaining to hazardous substances, the licensee shall give the town notice reporting such violation.

R. The town shall have the right, because of a public emergency, to sever, disrupt, remove, tear out, dig up or otherwise damage and/or destroy facilities of a licensee without any prior notice to licensee, if the action is deemed necessary by the town manager. In such event, the town shall not be liable to the licensee, its contractors or its customers or their parties for any harm so caused to them or the facilities except due to gross negligence or willful misconduct of town. The town shall inform the licensee of any actions taken. Licensee shall be responsible for repair at its sole expense of any of its facilities damaged pursuant to any such action taken by the town.

S. Penalties for violation of license.

1. Damages for violation of the license terms. Any remedies available to the town are cumulative, and are not limited by the recovery of any amounts pursuant to the insurance provisions of the license or pursuant to any indemnity clause.

2. A requirement that if the licensee fails to pay amounts owed to the town by the time prescribed for payment, the licensee shall pay interest on the amounts owed, at the rate of one percent (1%) per month.

3. A requirement that licensee shall produce books and records for the town's inspection and copying, prepare reports, respond to questions and permit the town to have access to its facilities as the town may request in order to determine whether licensee has complied with its obligations under the license, or other applicable law.

Section 16C-4-4 Renewal

A licensee that receives a telecommunications service license pursuant to this chapter may apply for a renewal of its license, which renewal shall be reviewed in accordance with the requirements of state law.

Section 16C-4-5 Term

Any license granted by the town pursuant to this chapter shall commence upon adoption of the license and acceptance of the license by the licensee within thirty (30) days of the grant. The license shall be effective for a period of five (5) years, and subject to the conditions and restrictions provided in the instrument and this chapter.

ARTICLE 16C-5 COMPENSATION

Section 16C-5-1. Amount of compensation

The town shall not levy a tax, rent, fee or charge to a telecommunications corporation for the use of a public highway to provide telecommunications services, or levy a tax, fee or charge upon the privilege of engaging in the business of providing telecommunications services, except that, in connection with its provisions of telecommunications services and its use of the highways to provide the same, each telecommunications corporation shall:

A. Pay a transaction privilege tax on the business of providing telecommunications services or applicable use tax.

B. Pay public highway construction permit fees and utility poles and wires construction permit fees established from time to time by the town pursuant to Article 8-5 of this code.

C. Pay all reasonable costs associated with the construction, maintenance and operation of its facilities in the public highways used to provide telecommunications services, including reasonable costs associated with damage caused to the public highways.

D. A telecommunications corporation that has placed facilities in public highways that carry interstate traffic between and among the telecommunication corporation's points of presence exclusive of facilities used by the local network and the portion of the interstate network that carries intrastate calls, shall pay an annual fee based on the number of linear feet of trench in the public highways. The rate per linear foot shall be set by council resolution and shall not exceed the highest rate per linear foot a political subdivision charged a licensee on or before December 31, 1999. The rate per linear foot shall not be increased in any year by more than the increase in the average Consumer Price Index as published by the United States Department of Labor, Bureau of Labor Statistics.

E. The licensee may provide in-kind benefits such as facilities or services to the town if agreed to by the town and licensee. The calculation of the in-kind benefits shall be set forth in the license. Any in-kind facilities provided to the town under the license shall remain in possession and ownership of the town after the term of the license expires. The value of in-kind benefits shall be less than or equal to, and may be offset against, payments of interstate linear foot charges or transaction privilege tax on the business of providing telecommunications service owed to the town, but shall not be offset for any combination of intrastate and interstate charges.

Section 16C-5-2 Disputes.

If the licensee disputes the amount of town construction permit fees or other fees payable under this chapter, the matter shall be referred to a dispute resolution board. The board shall consist of three (3) members agreed upon by both parties. Expenses for the board shall be shared equally by the town and the licensee. The board will hear the dispute promptly, and render a decision within twenty (20) days after the hearing. All decisions of the board are non-binding on the town and the licensee; however, the findings of the board shall be admissible in any legal action. The town and the licensee shall accept or reject findings of the board within thirty (30) days after receipt of the findings. If damages are assessed by the board, the licensee shall pay town within thirty (30) days of receipt of an invoice. Late charges of five percent (5%) and interest charges of one and one-half percent (1.5%) per month shall be added for late payment.

Section 16C-5-3 Denial of Application

If an application for a license is denied, the town manager will provide the applicant with a written justification for the denial with references to the applicable statutes, ordinances, codes or substantive policy statements on which the denial is based. The notice of denial will explain the applicant's right to protest the denial to the town council, that the applicant must specify the basis for its protest, including a description for why it believes town council incorrectly denied the license, and that the protest must be filed within 20 working days of the date of the denial.

TOWN OF GUADALUPE, ARIZONA TELECOMMUNICATIONS SERVICES LICENSE ISSUED TO _____

THIS LICENSE ("License") is issued this ___ day of _____, 20__ by the Town of Guadalupe, Arizona ("Town"), an Arizona municipal corporation, to _____, a _____ ("Licensee"), (Town and Licensee are collectively the "Parties").

RECITALS

- A. Licensee has applied to the Town for permission to construct, install, operate, maintain and use the Public Highways in the Town in order to provide Telecommunications Services; and
- B. Licensee has obtained a Certificate of Convenience and Necessity from the Arizona Corporation Commission to provide services within Arizona and is a Telecommunications Corporation; and
- C. By the authority conferred by A.R.S. §§ 9-581 through 9-583, the Town is authorized to grant this License; and
- D. Licensee has agreed to comply with the terms and conditions of the Guadalupe Town Code Chapter 16C related to telecommunications licenses and Article 8-5 of this code related to construction in the rights-of-way in the Town; and
- E. The Town Council is authorized to execute a license with Licensee to construct, install, operate, maintain and use Facilities under certain Public Highways within the Town to provide Telecommunications Services.

AGREEMENT

The Town grants Licensee a License on the following terms and conditions:

SECTION 1. Definitions.

For the purpose of this License, unless the context otherwise requires, the following terms, phrases, words, and their derivatives have these meanings. When not inconsistent with the context, words in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory. If there is a conflict between these definitions and those listed in the Guadalupe Town Code Chapter 16C the definitions in the Guadalupe Town Code Chapter 16C prevail and control.

"ACC" means the Arizona Corporation Commission.

"Affiliate" means an entity which now or in the future, owns or controls, is owned or controlled by, or is under common control or ownership with _____.

"Annual Fee Payment" means the fee set forth in Section 4.3.

"A.R.S." means Arizona Revised Statutes, as amended from time to time.

"Cable Services" and "Cable System" shall have the same meaning as defined in Chapter 16 of the Guadalupe Town Code.

"Effective Date" means the date in the introductory paragraph.

"Town Council" means the Council of the Town of Guadalupe, Arizona.

"Commercial Mobile Radio Services" means two-way voice commercial mobile radio services as defined by the Federal Communications Commission in 47 United States Code Section 157.

"Dark Fiber" means fiber optic strands that Licensee has laid or installed, but is not currently being used in fiber-optic communications.

"Environmental Laws" means the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq. or the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq. or any other applicable federal, state, county or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements.

"Facilities" means the plant, equipment, and property used in the provision of telecommunications services and not owned by the Town, including but not limited to wires, pipe, conduits, pedestals, antennas, and other appurtenances placed under the public highways and not owned by the Town and used in the provision of telecommunication services. The term does not include wireless facilities as that term is defined in A.R.S. §9-591 or video services as defined in A.R.S. §9-1401.

"FCC" means the Federal Communications Commission.

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

"In-Kind Payments" means facilities and/or services provided or to be provided by Licensee in lieu of all or a portion of the fees imposed by Town for the use of the Public Highway, as described in Exhibit C.

"Interstate Telecommunications Services" means Telecommunications Services provided between users in Arizona and users outside of Arizona.

"License" means this non-exclusive authorization granted by the Town to construct, operate, maintain, reconstruct, repair and remove the Facilities.

"New Use Areas" means areas in which the Facilities are expanded beyond the Use Areas after issuance of a permit by the Town Engineer pursuant to Section 5.6. After approval, New Use Areas may be referred to as Use Areas.

"Proprietary Information" shall have the meaning prescribed in Section 8.6.

"Provider" means a Telecommunications Corporation that constructs, installs, operates or maintains telecommunications facilities or interstate telecommunications services in the Highway.

"Public Highway" mean all roads, streets and alleys and all other dedicated public rights-of-way and public utility easements of the Town.

"System Route Map" means the map showing the locations of the Facilities in the Use Areas pursuant to Section 2.2, as may be amended by Town Engineer approval of permits for New Use Areas.

"Telecommunications" means the transmission or the exchange of information by electronic and electrical means over a significant distance, between or among points specified by the provider or user. The term does not include commercial mobile radio services, pay phone services, wireless services, cable services or video services.

"Telecommunications Corporation" means any public service corporation to the extent that it provides Telecommunications Services in the State of Arizona.

"Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such users as to be effectively available directly to the public, regardless of the facilities used.

"Term" mean the term of this Agreement as set forth in Section 10.

"Use Areas" means the initial locations of the Facilities as set forth on the System Route Map.

"User Contracts" means the contracts Licensee enters into with third parties to use the Facilities pursuant to Section 2.7.

"Video Services" and *"Video System"* shall have the same meaning as defined in A.R.S. §9-1401.

SECTION 2. Permission Granted.

- 2.1 Subject to the terms of this License and to Chapter 16C of the Guadalupe Town Code, Arizona Revised Statutes and the Constitution of the State of Arizona, the Town grants to Licensee the nonexclusive revocable license, right and privilege to construct, install, operate, maintain and use Facilities under Public Highway to provide Telecommunications Services, within the current and future corporate Town limits of the Town. The permitted use is limited to (i) _____ [DESCRIBE – EG NUMBER OF LINEAR FEET OF WIRE, IN-KIND PAYMENTS, ANY ABOVE-GROUND FACILITIES].
- 2.2 The permission granted by this License is limited to the locations identified in the System Route Map attached to this License as Exhibit A as Use Areas. New Use Areas may be approved upon application for a permit pursuant to Article 8-5 of this code for such new use areas. The applications shall include specific information on the location of the new use areas and the proposed facilities. Upon approval by the Town Manager, the new use areas shall be depicted on the system route map and shall be subject to all terms and conditions of the license and lawful conditions, if any, imposed by the Town.
- 2.3 Any and all rights granted to Licensee shall be subject to the prior and continuing right of Town to use the Public Highway, including the Use Areas. Any and all rights granted to Licensee shall also be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims to title which may affect the Public Highway. Nothing in this License shall be construed to grant, convey, create or vest a perpetual real property interest in land to Licensee.
- 2.3.1 Licensee accepts the risk that there may now or in the future exist in the Use Areas other work and improvements that Town may approve from time to time. Town shall have full authority to regulate use of the Use Areas and to resolve competing demands and preferences regarding use of the Use Areas and to require Licensee to cooperate and participate in implementing such resolutions.
- 2.3.2 Neither Town nor any agent, contractor or employee of Town shall be liable to Licensee, its customers or third parties with User Contracts for any service disruption or for any other harm caused them or the Facilities due to competing uses of the Public Highway.
- 2.4 Licensee shall cause to comply with this License all persons using the Public Highway through or under

Licensee or this License pursuant to Section 2.7. Licensee is responsible for any violations of this License by persons using the Public Highway through or under Licensee.

- 256 If it is necessary for the Licensee to comply with any law or regulation of the FCC or the ACC to engage in business activities associated with use of the Public Highway to provide Telecommunications Services, the Licensee shall comply with such laws or regulations as a condition precedent to exercising any rights granted by this License.
- 2.6 To the extent that Licensee occupies the Public Highway solely with empty conduit and/or Dark Fiber and/or uses the Town's Public Highway to provide services other than (a) the telecommunication services as defined by A.R.S. § 9-581, or (b) internet access, such use and/or occupation of the Public Highway is subject to the terms and conditions of this License and any applicable fees, permits and laws.
- 2.7 Licensee may enter into User Contracts with unrelated third parties in the ordinary course of Licensee's business for use of portions of the Facilities. User Contracts shall be subject to all requirements and provisions of this Agreement and the following:
- 2.7.1 No person shall transmit data over the Facilities or otherwise use the Facilities except under a User Contract with Licensee.
- 2.7.2 Such third parties shall not perform any construction maintenance, repair or other work of any description in the Use Areas related to the Facilities. All User Contracts shall prohibit such persons from performing any construction, maintenance, repair or other work of any description in the Use Areas related to the Facilities.
- 2.7.3 Within thirty (30) days after a notice of request by Town, Licensee shall deliver to Town a notice describing the User Contracts. The notice shall state the following: (i) the name of the third party, (ii) the name, title, address, telephone number, and email address of a person with authority to speak for the third party, (iii) the route of the proposed service, (iv) the street address within the Town, if any, where data under the User Contract will be introduced to or received from the Facilities, and (v) the duration of the User Contract and any extension rights.
- 2.8 All signage is prohibited except that Licensee shall install and thereafter maintain all signs and markings that the Facilities and Licensee's activities may make necessary for safe use of the Use Areas by the public, Town, Licensee and other persons who may be at the Use Areas at any time for any reason.

SECTION 3. Reservation of Powers, Indemnification, Insurance.

- 3.1 The Parties agree if a regulatory body or a court of competent jurisdiction determines by a final, non-appealable order that the Town did not have the authority to issue this License under A.R.S. §§ 9-581 to 9-583, then this License will be considered a revocable permit with a mutual right in either Party to terminate without cause upon giving ninety (90) days written notice to the other Party. The requirements and conditions of such revocable permit will 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 should be considered a revocable permit, the Licensee acknowledges the authority of the Town to issue and terminate revocable permits.
- 3.2 The Town reserves every right and power which is required to be reserved or is provided by any ordinance or the laws of the State of Arizona, 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 exercise of such rights or power, whenever enacted or established, except those actions or requirements which have been found to be unlawful under state or federal law. Neither the granting of this License, nor any of its provisions, constitute a waiver

or bar to the exercise of any governmental right, privilege, immunity or power of the Town.

- 3.3 Any right or privilege claimed pursuant to this License by Licensee for any use of any Public Highway shall be subordinate to: any prior or subsequent lawful occupancy or use thereof by the Town or any other governmental entity; any prior lawful occupancy or use thereof by any other person; and to any prior easements therein, provided however, that nothing herein shall extinguish or otherwise interfere with property rights established independently of this Agreement.
- 3.4 Nothing in this License shall be construed to prevent the Town from abandoning, altering, improving, repairing, or maintaining its facilities and/or the Public Highway, and for that purpose to require Licensee, at no expense to the Town, to remove, relocate or abandon in place Licensee's Facilities in order to accommodate the activities of the Town. The Town shall not be liable for lost revenues sustained by Licensee, however caused, because of damage, modification, alteration, or destruction of Licensee's Facilities in the Public Highway, when such costs or lost revenues result from the construction, operation, and/or maintenance of Town facilities and/or the Public Highway, provided that the activities resulting in such costs or lost revenues are conducted in accordance with applicable laws and regulations.
- 3.5 Licensee acknowledges that it has liability for any and all of its Facilities installed in the Public Highway and for its use of the Public Highway and for its exercise of its rights under this License directly or through its contractor(s), except to the extent of intentional acts or gross negligence on the part of the Town. To the fullest extent permitted by law, Licensee, shall defend, indemnify and hold harmless the Town, or its officials, boards, commissions, agents or employees, individually and collectively, from and against any and all claims arising out of or alleged to have resulted from or materially related to the acts, errors, mistakes, omissions of Licensee, its employees, agents, or any tier of contractors or any other person for whose acts, errors, mistakes, or omissions Licensee may be legally liable and from any claims or amounts arising or recovered under workers compensation laws or any other law, bylaw, or ordinance, order or decree related to any failure on the part of Licensee, its agent, employees or representatives to fulfill Licensee's obligations under this License, whether resolution of the above claim(s) proceeds to judgment or not. The provisions of this Section 3.5 shall survive cancellation, revocation, or termination of this License. This indemnification applies even if the Party seeking damages makes a claim against the Town or brings a claim against the Town based on vicarious liability or non-delegable duty.
- 3.6 Licensee shall comply with the insurance requirements attached to this License as Exhibit B attached hereto and incorporated herein by this reference.

SECTION 4. Fees.

- 4.1 The Town shall not levy any tax, rent, fee or charge on Licensee's activities conducted under this License except for such taxes, rents, fees, or other charges as are applied by the Town on a nondiscriminatory basis to the use of the Public Highway for provision of Telecommunications Services under any lawful Town Code or Ordinance.
- 4.2 Licensee shall pay the following to the extent such charges are applied by the Town on a nondiscriminatory basis to use of the Public Highway for provision of Telecommunications Services by telecommunication corporations under any lawful Town Code or Ordinance:
- 4.2.1 Pay a transaction privilege tax authorized by law on the business of providing intrastate telecommunications services on the dates required by Arizona law.
- 4.2.2 Pay a telecommunications license application fee for the issuance of a telecommunications license in compliance with A.R.S. § 9-582 as specified in Chapter 16C of the Guadalupe Town Code. The

application fee is Two Thousand Five Hundred and No/Dollars (\$2,500.00) and is payable to the Town within thirty (30) days of the Town's execution of this License.

- 4.2.3 Pay an Annual Fee Payment in the amount set forth in Section 4.3 on each anniversary date of this Agreement for the prior year.
 - 4.2.4 Pay Public Highway construction permit fees established by the Town as they become due.
 - 4.2.5 Pay all reasonable costs associated with the construction, maintenance and operation of Licensee Facilities in the Public Highway, including reasonable costs associated with damage caused to the Public Highway in compliance with Article 8-5, Paragraph L of the Guadalupe Town Code.
- 4.3 Annual Fee Payment. Licensee shall pay an Annual Fee Payment for that portion of the Facilities that provide interstate Telecommunications Services as defined in A.R.S. § 9-583(C)(2). Such payment shall be for that portion of the Facilities that carry interstate traffic between and among Licensee's interstate points of presence exclusive of that portion of the Facilities used by the local network and the portion of the interstate network that carries intrastate calls. The Annual Fee Payment shall be based on the number of linear feet of trench in the Public Highway. The annual fee is \$2.10 per linear foot, which shall be adjusted annually as provided in Town of Guadalupe Resolution No. _____. The Annual Fee Payment shall be offset in accordance with the In-Kind Payment as set forth in Section 5.
- 4.4 Late Fees. Fee Payment is deemed paid only when Town actually receives good cash payment. Should any Fee Payment not be paid on or before the date due, a late fee shall be added to the amount due in the amount of the greater of ten percent (10%) of the amount due, or One Hundred Dollars (\$100), whichever is less. Furthermore, any Fee Payment that is not timely paid shall accrue simple interest at the rate of one and one-half percent (1.5%) per month from the date the amount first came due until paid. Licensee expressly agrees that the foregoing represent fair and reasonable estimates by Town and Licensee of Town's costs (such as accounting, administrative, legal and processing costs, etc.) in the event of a delay in payment of Fee Payment. Town shall have the right to allocate payments received from Licensee among Licensee's obligations.

SECTION 5. In-Kind Fiber And Conduit; Offset To Annual Fee.

The Annual Fee Payment for the initial Use Areas shall be offset in its entirety for the duration of the Term by the value of In-Kind Payments as described on Exhibit C. Pursuant to A.R.S. § 9-582, Paragraph D, upon the expiration or termination of this Agreement, the In-Kind Payment shall become the property of Town, but Licensee shall have no responsibility whatsoever for any maintenance or operation of the In-Kind Payment.

SECTION 6. Letter of Credit.

Within ten (10) calendar days after the date of this Agreement, Licensee shall provide to Town a letter of credit as follows:

- 6.1 The amount of the letter of credit shall be Ten Thousand Dollars (\$10,000).
- 6.2 The letter of credit is an additional security deposit for Licensee's performance of all of its obligations under this Agreement.
- 6.3 The letter of credit shall meet the requirements listed on Exhibit D attached hereto.
- 6.4 Licensee shall provide and maintain the letter of credit during the entire term of this Agreement as follows:

- 6.4.1 Licensee shall cause the original letter of credit to be delivered to Town's finance director.
- 6.4.2 Licensee shall pay all costs associated with the letter of credit, regardless of the reason or manner such fees are required.
- 6.4.3 Within fourteen (14) calendar days after Town gives Licensee notice that Town has drawn on the letter of credit, Licensee shall cause the letter of credit to be replenished to its prior amount.
- 6.5 Town may draw on the letter of credit upon any Event of Default, and in the following circumstances whether or not they are an Event of Default:
 - 6.5.1 Licensee fails to cause the letter of credit to be renewed, extended, increased in amount or otherwise maintained as required by this agreement.
 - 6.5.2 Licensee fails to make monetary payments required under this Agreement.
 - 6.5.3 The issuer of the letter of credit fails to immediately honor a draft on the letter of credit or otherwise repudiates or fails to honor the letter of credit.
- 6.6 Town shall also have such additional rights regarding the letter of credit as may be provided elsewhere in this Agreement.

SECTION 7. Records and Locator Service of Facilities.

The Licensee shall comply with A.R.S. §§ 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" as promptly as possible, but in no event later than two working days. A copy of the Licensee's agreement to locate or proof of membership in Arizona Blue Stake Center shall be filed with the Town.

SECTION 8. Installation and Operation of the Facilities.

- 8.1 All installations shall meet the applicable standard specifications and requirements of the Town and shall comply with Section §113.063 of the Town Code.
- 8.2 Licensee shall maintain "as-built" drawings of its Facilities located within the Public Highway and shall comply with Section §113.066 of the Town Code.
- 8.3 The authority granted by this License to use the Public Highway does not authorize Licensee's use of the Facilities for the construction, installation or operation of Wireless Facilities, a Cable Television System, a Cable System, or a Video System or authorize the Licensee to operate as a cable operator or video provider as those terms are defined in the Communications Act of 1934, state law, or the Town Code. The authority granted by this License does not authorize the use of the Public Highway for an open video system as defined in the Communications Act of 1996 or as defined or authorized by the FCC. The authority granted by this License is not in lieu of any other license or franchise the Town may require to occupy the Public Highways to provide service other than as authorized under Section 2.

- 8.4 In order for the Town to determine the Licensee's compliance with the terms of this License, within 30 days of a request for disclosure by Town, the Licensee shall provide the documentation requested by Town and shall comply with the requirements of Section xxx-4-2, Paragraph F of the Town Code.
- 8.5 If the Facilities or any other Licensee equipment, improvements or activities within the Use Areas present any immediate hazard or impediment to the public, to Town, to other improvements or activities within or without the Use Areas, or to Town's ability to safely and conveniently operate the Public Highway or perform Town's utility, public safety and other public health, safety and welfare functions, then Licensee shall immediately remedy the hazard, comply with Town's requests to secure the Use Areas, and otherwise cooperate with Town at no expense to Town to remove any such hazard or impediment. Licensee's work crews shall report to the Use Areas within four (4) hours of any request by Town under this section.
- 8.6 Proprietary information disclosed by Licensee for the purposes of this License shall mean any document or material clearly identified as proprietary ("Proprietary Information"). Such Proprietary Information shall include, but not be limited to, any customer lists, financial information, technical information, or other information clearly identified as confidential pertaining to services provided to its customers. Proprietary Information does not include this License with the exception of the System Route Map.
- 8.7 Proprietary Information disclosed by Licensee to the Town or its constituent departments shall be regarded as proprietary as to third parties. If the Town receives a request to disclose such Proprietary Information, the Town shall notify Licensee of such request and allow the Licensee a reasonable opportunity to defend its Proprietary Information from disclosure. The foregoing does not apply to any information which is already in the public domain. However, if public domain information is included with Proprietary Information on the same document, the Town shall only disclose those portions within the public domain.
- 8.8 Notwithstanding any provision in this License, the Licensee acknowledges and understands that Town is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Law (A.R.S. §§ 39-121, et seq.).

SECTION 9. Licensee Abandonment of the Facilities.

If the Licensee abandons use of its Facilities, or upon cancellation, revocation or termination of the privilege herein granted, Licensee shall notify the Town and shall comply with the requirements of Section xxx-4-2, Paragraph H of the Town Code.

SECTION 10. Term of License.

- 10.1 The term of this License is five (5) years from the Effective Date unless sooner revoked or canceled.
- 10.2 At any time prior to the cancellation, revocation or termination of this License, the Licensee may apply to the Town for a renewal of the License in accordance with then-existing state and Town laws.
- 10.3 In any circumstance whereby Licensee would remain in possession or occupancy of the Use Areas or New Use Areas after the expiration of this Agreement, such holding over shall operate as a limited renewal or extension of this Agreement from month to month that may be terminated at any time by Town upon sixty (60) calendar days' notice to Licensee, or by Licensee upon sixty (60) calendar days' notice to Town.

SECTION 11. Transfer of License.

- 11.1 This License and the related rights and privileges may not be assigned or otherwise transferred without the express written consent of the Town, which consent shall not be unreasonably withheld or delayed. The new licensee shall be equally subject to all the obligations and privileges of this License including any amendments, which will remain in effect, as if the new licensee was the original Licensee.
- 11.2 The approval of any change of ownership interest shall include an assignment agreement signed by the new owner, Licensee, and the Town. Subject to confidentiality obligations, the Licensee shall provide Town a copy of the agreement or other written instrument evidencing such sale, transfer or lease, certified and sworn to as correct by the Licensee. The Licensee shall notify the Town within sixty (60) days of any change in mailing address.
- 11.3 After assignment, the License, including any amendments, shall be binding on the assignee to the full extent that it was binding upon the Licensee.
- 11.4 Nothing in this Section 11 prohibits a pledge, hypothecation or mortgage or similar instrument transferring conditional ownership of all or part of the Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of the Licensee through a default of the Licensee in loan obligations, the lender may assume the rights and obligations of Licensee. The Lender may not transfer or change control of the License without submitting the change to the Town for approval. If the lender continues operation on a basis at any time, the lender shall be subject to all provisions of the License. No later than three years after assumption of control by the lender, the lender shall apply to the Town for the right to continue assumption of control or transfer the License. Application for approval of the assumption of control or transfer shall be subject to consent by the Town and shall not be unreasonably denied or upheld. A "Lender" for the purposes of this License does not include a company, person, or corporation or other entities that operate cable television systems or telecommunications systems as a principal or important business. This paragraph is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the License without Town review and approval.
- 11.5 Notwithstanding the foregoing, prior consent shall not be required for transfer to any company which is owned or controlled or under common control and with the same direct parent as Licensee, and which is intended after such transfer to remain under the ownership or control of that parent or an entity under common control or with the same direct parent, provided that, no such transfer shall be valid unless Licensee and the proposed transferee submit a binding agreement and warranty to the Town stating that:
- 11.5.1 The proposed transferee has read, accepts, and agrees to be bound by the License;
- 11.5.2 The proposed transferee assumes all obligations, liabilities and responsibility under the License for the acts and omissions of Licensee, known and unknown, for all purposes, and agrees that the transfer shall not permit it to take any position or exercise any right which Licensee could not have exercised; and
- 11.5.3 The transfer will not substantially diminish the financial resources available to the Licensee.
- 11.6 Prior to completing a transfer described in this section, Licensee and the proposed transferee shall submit to the Town a description of the nature of the transfer, and submit complete information regarding the effect of the transfer on the direct and indirect ownership and control of the License.

SECTION 12. Nonexclusive License.

This License is not exclusive, and nothing in this License may be construed to prevent the Town from granting other similar Licenses to any others, or to reduce the powers and privileges granted the Town under the Constitution and laws of the State of Arizona.

SECTION 13. Revocation of License; Penalties.

- 13.1 This License may be revoked prior to expiration if the Licensee fails to comply with any material term or condition of the License or applicable law.
 - 13.1.1 Before revoking the License, the Town Manager shall give written notice to Licensee of the basis for revocation and give Licensee 60 days within which to cure.
 - 13.1.2 The Town need not provide a 60-day cure period prior to revocation if the Town finds that the defect in performance is due to intentional misconduct, a violation of criminal law or is a part of a series of violations where the Licensee has already had notice and opportunity to cure.
 - 13.1.3 If the Licensee requests a hearing before revocation, the Town shall provide a hearing prior to final action on the notice of intent to revoke.
- 13.2 Town may pursue any remedy at law, including but not limited to injunctive relief, civil trespass, and withholding other Town permits and authorizations until Licensee complies with the terms of the License or the applicable law.
- 13.3 Such remedies are cumulative and may be pursued in the alternative.

SECTION 14. Acceptance of License Terms and Conditions.

- 14.1 This License shall not become effective until it has been approved by the Town Council and filed with the Town Clerk. By accepting this License, the Licensee covenants and agrees to perform and be bound by all of the terms and conditions imposed by the Town Charter, the Town Code and this License.
- 14.2 The Licensee acknowledges and accepts the right of the Town to issue a License.
- 14.3 The Licensee has reviewed the Town's ability to grant a License and accepts a License as the Town may now be legally able to grant.
- 14.4 In the event of conflict between the terms and conditions of the License and the terms and conditions on which the Town may grant a license or permission to use the Public Highway as set forth in applicable federal law or Arizona law, then the applicable federal law, Arizona law and Charter shall control.
- 14.5 Nothing in this License waives any of the requirements of the various codes, ordinances and regulations of the Town regarding permits, fees to be paid or manner of construction.

SECTION 15. General Conditions.

- 15.1 Any trimming of trees by the Licensee in the Public Highway shall be subject to regulation by the Town to protect the public health, safety and convenience. Prior approval of the Town is required prior to trimming of trees.

- 15.2 In all matters of License administration, the Town has authority to determine Licensee's compliance with the terms and provisions of the License, and in the event of noncompliance to exercise any or all of the remedies included in this License and as provided by Arizona law.
- 15.3 The Town has the right to inspect all construction or installation work subject to the provisions of this License and to make any tests it finds necessary to ensure compliance with the terms of this License and other pertinent provisions of law.
- 15.4 The Town shall have the right of intervention in any suit or proceeding involving the License to which Licensee is party, and Licensee shall not oppose that intervention.
- 15.5 Upon request from Town, but no more than annually, Licensee shall provide License information relating to its compliance with this License and/or to Town's or Licensee's rights or obligations under this License. Licensee shall make available to Town the requested reports or records in the formats in which they are customarily prepared by Licensee so long as such reports contain the information necessary to verify compliance. Licensee reserves the right to object to any request made under this Section 15.5 as unnecessary, unreasonable or inappropriate under the circumstances and to seek appropriate confidentiality protections for any information to be produced to Town. The Town shall have the right to inspect all books, records, maps, plans, and other like material which relate to the License at any time during normal business hours. Such records shall be available to Town at Licensee's offices in Maricopa County, Arizona or delivered electronically as may be appropriate. Licensee shall also require its employees, agents, and accountants to give their cooperation and assistance in connection with Town's access to such records.
- 15.6 Licensee shall relocate at no expense to the Town any Facilities or other encroachment installed or maintained in, on or under any public place or Public Highway, as may be necessary to facilitate any public purpose whenever directed to do so by Town. Such relocations shall be accomplished in accordance with the directions from Town and shall be pursuant to the same terms and conditions as the initial installation allowed pursuant to this License and any applicable issued permits. Within ninety (90) days after service of notice by the Town, Licensee shall remove the designated portions of the Facilities, or in the event that, by the nature of the removal such removal cannot be performed within the ninety-day period, Licensee shall take reasonable steps to remove the Facilities and diligently prosecute the removal to completion, and, if requested, restore the sidewalks and other Public Highway to a condition comparable to the condition before the construction of the public improvement at no cost and expense to the Town. Town agrees to cooperate with Licensee to identify alternate locations where available within the Public Highway.
- 15.7 This License does not convey the right to install any of Licensee's Facilities on private property.
- 15.8 Licensee shall comply with all applicable Federal and State of Arizona laws, as well as all Town ordinances, resolutions, rules, and regulations whenever adopted or established as they pertain to the exercise of the rights and duties under this License.
- 15.9 Licensee shall have no recourse against the Town or its officials, boards, commissions, agents or employees for any loss, costs, expense or damage arising out of any provision, requirement or enforcement of the License, or because of defects in issuing the License.
- 15.10 Licensee shall not be relieved of its obligation to comply with any of the provisions of this License by reason of any failure of the Town upon one or more occasions to insist upon or to seek compliance with any License terms and conditions.
- 15.11 The Town reserves every right and power which is required to be reserved or provided by any ordinance, and 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 exercise of those rights or powers, whenever enacted or established. Neither the granting of this License nor any provision of it constitutes a waiver or bar to the exercise of any governmental right or power of the Town. No privilege or exemption is granted under this License except those specifically described.

- 15.12 The Parties understand and agree that the Town's administration of its Public Highway and the use of them by providers of telecommunications services must be administered on a competitively neutral and nondiscriminatory basis. Accordingly, the terms of any agreement with other similarly situated providers shall, taken as a whole, be competitively neutral and nondiscriminatory when compared to this Agreement.
- 15.13 Licensee's representations and warranties made under this License or any permit issued hereunder shall survive termination or revocation.
- 15.14 Licensee and its Contractors shall comply with Environmental Laws. All activities upon or about the Public Highway of Licensee and its contractors shall be subject to the following regarding any Hazardous Substances, waste or materials, or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq. or the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq. or any other applicable federal, state, county or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances");
- 15.14.1 Licensee and/or its Contractor(s) shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about the Public Highway. The prohibitions of the preceding sentence only shall not apply to: (i) ordinary gasoline, diesel fuel or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery permitted upon the Public Highway, and any such materials shall be properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery, and (ii) electric backup batteries and other materials that may contain Toxic Substances that are commonly used in the provision of Telecommunications Services.
- 15.14.2 Licensee and/or its Contractor(s) shall dispose of any Toxic Substances away from the Public Highway as required by law and as reasonably required by Town.
- 15.14.3 Licensee and/or its Contractor(s) shall not use the Public Highway in a manner inconsistent with regulations issued by the Arizona Department of Environmental Quality, or in a manner that would require a permit or approval from the Arizona Department of Environment Quality or any other governmental agency. The preceding sentence does not prohibit ordinary permits for control of dust during construction permitted by this License.
- 15.14.4 In addition to and without limitation of any other indemnities or obligations, Licensee shall pay, indemnify, defend and hold Town harmless against any loss or liability to the extent incurred by reason of any Toxic Substance on or affecting the portion of the Public Highway used that is attributable to or caused by Licensee, its Contractor(s) or anyone using the Public Highway under this License.
- 15.14.5 Licensee and/or its Contractor(s) shall promptly notify Town of any Toxic Substance at any time discovered or existing upon the Public Highway. Licensee is not responsible for Toxic Substances that may exist at the Public Highway if Licensee's Contractors and/or any other persons using the Public Highway under this License did not do any of the following: (i) participate in the Toxic Substance coming to the Public Highway, (ii) fail to promptly report any Toxic Substance to Town, or (iii) participate in spreading or otherwise disturbing the Toxic Material. Notwithstanding the above, Licensee shall not be responsible for any Toxic Substance

previously existing in the Public Highway unless Licensee, Licensee's Contractors or any other persons using the Public Highway under this License were aware of the presence of the Toxic Material or should have been aware of it through the exercise of reasonable diligence, and then only to the extent Licensee's Contractors and/or any other persons using the Public Highway under this License exacerbate the effects of the Toxic Material or the difficulty or cost of dealing with the Toxic Material.

- 15.14.6 Licensee understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. Licensee acknowledges the possibility that the Public Highway may contain actual or presumed asbestos and other Toxic substances containing materials. Licensee shall not be responsible for Pre-existing Environmental Conditions provided that upon discovery Licensee immediately ceases activity in the Public Highway and notifies the Town.
- 15.14.7 Within twenty-four (24) hours after any violation by Licensee and/or by its Contractor(s) of this License pertaining to Toxic Substances, Licensee shall give Town notice reporting such violation.
- 15.15 Town shall have the right, because of a public emergency, to sever, disrupt, remove, tear out, dig up or otherwise damage and/or destroy Facilities of Licensee without any prior notice to Licensee, if the action is deemed necessary by either the Town Manager or Public Works Director as provided by Section xxx-4-2, Paragraph L of the Town Code. In such event, neither the Town nor any agent, Contractor or employee of Town shall be liable to Licensee, its Contractors or its customers or their parties for any harm so caused to them or the Facilities except due to gross negligence or willful misconduct of Town, its agent, Contractor or employee.
- 15.16 Licensee shall pay any legally imposed and applicable Town, county and state transaction privilege and use tax. Such taxes are in addition to any non-tax amounts owed by Licensee pursuant to Section 4.2.1. Licensee consents to the disclosure of any and all information reported on Licensee's transaction privilege tax returns by authorizing and allowing the Town's tax collector to release such information to the Town Manager. Nothing in this section is intended to alter, modify, expand, or diminish in any way nor grant permission or acquiescence to otherwise increase or allow any special taxes or assessments to be imposed upon Licensee, unless the same are statutorily imposed on all similarly situated parties pursuant to applicable law.
- 15.17 It is mutually understood and agreed that this License shall be governed by the laws of the State of Arizona, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this License or any provision thereof shall be instituted only in the courts located within Maricopa County, Arizona.
- 15.18 The issuance of a license, permit or other authorization by the Town is not a representation or warranty that such license, permit, or authorization is a legally sufficient substitute for a franchise, and is not a representation of warranty that a franchise is not required.
- 15.19 Licensee certifies that it is not currently engaged in, and agrees for the duration of this License that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.
- 15.20 LICENSEE ACKNOWLEDGES AND AGREES THAT TOWN DOES NOT WARRANT THE CONDITION OR SAFETY OF ITS PUBLIC HIGHWAY OR THE PREMISES SURROUNDING THE SAME, AND LICENSEE HEREBY ASSUMES ALL RISKS OF ANY DAMAGE, INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR IN CONNECTION WITH THE USE OF ANY TOWN PUBLIC HIGHWAY.
- 15.21 The indemnities of Licensee hereunder shall survive termination of this License.

- 15.22 Licensee acknowledges that this License is subject to cancellation by the Town pursuant to the provisions of A.R.S. §38-511, provided that prior to taking any such action to cancel this License, the Town shall first provide Verizon with notice of the facts and circumstances giving rise to such a right of cancellation, and provide Verizon with an opportunity to implement a reasonable cure to address those facts and circumstances.
- 15.23 Licensee warrants that no person has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the Town Council, or any employee of the Town has any interest, financially or otherwise, in this License. For breach or violation of this warranty, the Town shall have the right to revoke this License without liability.
- 15.24 Any provision in this License that may appear to give the Town the right to direct Licensee or Licensee the right to direct the Town as to the details of accomplishing the work or to exercise a measure of control over the work means only that the party shall follow the wishes of the other party as to the results of the work.
- 15.25 This License will be governed by the laws of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of this License shall be instituted only in the courts located within Maricopa County, Arizona.
- 15.26 All notices, consent or other communication under this License shall be in writing and either delivered in person, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service and addressed as follows:

To Licensee:

With a Copy to:

For Emergencies:

To Town:

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

Notice shall be deemed received at the time it is personally served or, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) calendar days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received unless noted otherwise. Any Party may change its mailing address or the person to receive notice by notifying the other party as provided in this section.

- 15.27 This License is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, agreement, or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth. Licensee agrees that no persons engaged by Licensee are Town employees and that no rights of Town Civil Service, Retirement or Personnel rules accrue to such persons. Licensee shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workmen's compensation, unemployment compensation, other benefits, and all related taxes and premiums concerning such persons, and shall save and hold the Town harmless with respect thereto.

- 15.2 This License, and the exhibits listed below that are either attached and/or on file at the Town and available for inspection, are incorporated by this reference, and constitute the entire agreement between the Town and the Licensee with respect to this License and supersede all prior negotiations, communications, discussions and correspondence, whether written or oral, concerning this License. No supplement, modification, waiver or amendment of any term of this License shall be binding or effective unless executed in writing by the Parties. No waiver of any provision of this License shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
- 15.29 Nothing in this License, whether express or implied, is intended to confer any right or remedies on any persons other than the Parties to this License and their respective successors and permitted assigns. Nothing in this License is intended to relieve or discharge any obligation or liability of any person who is not a Party to this License. No person who is not a party to this License has a right of subrogation or action over or against any Party to this License.
- 15.30 Unless otherwise provided, the terms and provisions of this License shall be construed in accordance with their usual and customary meanings. The Parties waive the application of any rule of law that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) drafted the License. The words "hereof", "herein", "hereunder" and similar terms in this License refer to this License as a whole and not to any particular provision of this License. All references to "Sections" refer to the sections and paragraphs of this License unless specifically stated otherwise. The section and other headings contained in this License are inserted for convenience of reference only, and they neither form a part of this License nor are they to be used in the construction or interpretation of this License.
- 15.32 Except as set forth in Section 3.1, if any covenant, condition, term or provision of this License is held to be illegal, invalid or unenforceable, the remainder of this License or the application of such covenant, condition, term or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, shall not be affected.
- 15.33 Each of the Parties agrees to provide the other Party with any additional documents reasonably requested to fulfill the intent of this License.
- 15.34 The Parties agree that the recitals are accurate and correct and are incorporated by this reference.

The Parties have executed this License as of the date first set forth above.

Town

Licensee

By: _____
or

By _____

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

Exhibits

- Exhibit A Initial System Route Map
- Exhibit B Insurance Requirements
- Exhibit C In-Kind Payments
- Exhibit D Letter of Credit

Exhibit A – Initial System Route Map

DRAFT

Exhibit B – Insurance Requirements

A. The Licensee shall procure and maintain for the duration of this License, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Licensee, or its employees in the amounts and types set forth below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Coverage shall be written on Insurance Services Office (ISO) form or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance with limits of \$1,000,000.00 each occurrence for bodily injury and property damage and, \$2,000,000.00 general aggregate including \$2,000,000.00 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form or a substitute form providing equivalent coverage and shall cover liability arising from premises-operations, independent contractors, products-completed operations, personal injury and advertising injury and contractual liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The Town shall be included as an additional insured as their interest may appear under this License under the Licensee's Commercial General Liability insurance policy with respect to the work performed under this License using ISO Additional Insured Endorsements or substitute endorsements providing equivalent coverage.

3. Professional Liability insurance with limits \$1,000,000.00 per claim and aggregate covering the negligent actions of the Licensee in the performance of professional services under this License.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Arizona and Employer's Liability with a limit of \$1,000,000.00 each accident/disease/policy limit.

B. The insurance policies shall be primary insurance as respects the Town. Any insurance, self-insurance, or insurance pool coverage maintained by the Town shall be in excess of the Licensee's insurance and shall not contribute with it.

C. Upon receipt of notice from its insurer(s), the Licensee shall use commercially reasonable efforts to provide the Town with thirty (30) days' prior written notice of Cancellation.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:-VII.

E. Verification of Coverage. Licensee shall furnish the Town with certificate of insurance and blanket additional insured endorsements evidencing the insurance requirements of Licensee before commencement of the work.

F. Licensee shall have the right to self-insure any or all of the above-required insurance.

G. Licensee's maintenance of insurance as required by this License shall not be construed to limit the liability of Licensee to the coverage provided by such insurance, or otherwise limit the Town's recourse to any remedy to which the Town is otherwise entitled at law or in equity.

Exhibit C – In-Kind Payments

DRAFT

Exhibit D

Letter of Credit

Letter of Credit Standards.

Issued by a commercial bank acceptable to the Town. The bank must meet the following minimum requirements:

- Chartered under the laws of the United States, any state thereof or the District of Columbia and which is insured by the Federal Deposit Insurance Corporation.
- Licensed lender in the State of Arizona.
- Long-term, unsecured and unsubordinated debt obligations are rated in the highest categories by either Moody's Investors Service, Inc. (Moody's) or Standard & Poor's Ratings Service (S&P) or their respective successors, which shall mean:
 - Moody's: Aaa, Aa1, Aa2, Aa3, A1 or A2
 - S&P: AAA, AA+, AA, AA-, A+ or A
- If at any time the Letter of Credit Issuer Requirements are not met, or if the financial condition of such issuer changes in any materially adverse way, as determined by the Town in its sole discretion, then a replacement Letter of Credit which meets the requirements must be provided to the Town within five (5) days of receiving written notice from the Town.

Letter of Credit Format.

- The Beneficiary must be the Town of Guadalupe.
- The Amount must be ten thousand dollars (\$10,000).
- The Principal must be the Licensee who is a signatory to the License Agreement.
- The Bank Name & Address upon which payment would be drawn must be clearly stated on the face of the document.
- The Text identifying the License agreement must be detailed and reflect the specific agreement number.
- The Expiration Date will be a minimum of two years. The Expiration Date must automatically extend for one year without amendment unless at least thirty (30) days prior to any such expiry date issuer notifies the Town of their election not to extend.
- The Presentation of Draft requirement will be drawn on a local branch or presentable at a correspondent bank within Maricopa County.
- The text must contain a Partial Draft Clause that clearly indicates partial draft draws are permissible.

CASE NO. V2020-01

TOWN OF GUADALUPE
9241 SOUTH AVENIDA DEL YAQUI
GUADALUPE, ARIZONA 85283
480-730-3080

APPLICATION FOR:

Variance

Conditional Use

Zoning Change

Zoning District: _____

Fee: _____

Receipt #: _____

THE REASON FOR THE REQUEST IS : Request property variance

VARIANCE TO ALLOW 5' (Five feet) SET BACK
ON BOTH SIDES OF PROPERTY & 20 FT SET BACK AT
FRONT.

THE SUBJECT PROPERTY IS LEGALLY DESCRIBED AS :

LOT 10 BLOCK 4 OF SOLARES TO GUADALUPE
RECORDED IN BOOK 28 OF MAPS PAGE 4

Parcel 301-09-161

AND ITS GENERAL LOCATION IS: N S E (W) SIDE OF CALLE SAHUARO
500 FEET N S E W OF CALLE CERRITOS AND _____ FEET
BY _____ FEET TOTALING _____ SQ. FEET.

IF REQUESTING REZONING, INDICATE CHANGE : FROM _____ TO _____

APPLICANT : BRIDGET VALENZUELA PHONE NO : (480) 209-9458

ADDRESS : _____

PROPERTY OWNER : Bridget Valenzuela and Dinora Gonzalez PHONE NO (480) 209-9458

ADDRESS : 8038 S. Calle Sahuaro Guadalupe AZ 85283

APPLICANT'S SIGNATURE _____ Date _____
B. Valenzuela March 6, 2020
*OWNER'S SIGNATURE _____ Date _____

*The property owner must sign above or submit a letter by owner authorizing the applicant to make the request.

Office Use Only:

PROCESSED BY : _____ DATE PROCESSED: _____

DATE OF COUNCIL MEETING: _____ APPROVED DISSAPPROVED

COMMENTS : _____

TOWN OF GUADALUPE
 9241 SOUTH AVENIDA DEL YAQUI
 GUADALUPE, ARIZONA 85283

THE FOLLOWING IS CHECKLIST OF INFORMATION / DOCUMENTS REQUIRED IN APPLYING FOR A VARIANCE, CONDITIONAL USE, OR CHANGE OF ZONE:

Documents for a variance needed to be submitted to the Town Clerk in its final form twenty (25) WORKING days prior to the scheduled Council meeting to comply with the Town Ordinance of a fifteen (15) day posting requirement. Contact the Town Clerk AT 480-730-3080 for the exact dates of the Council meetings which is held the second and fourth Thursday of the Month.

Per Article 1, Part III, Item G of the Town Zoning Code, ten (10) sets of the below re to be provided to the Town Clerk with a the appropriate filing fee:

- A completed *Application* needs to be submitted.
- A *Vicinity Ownership Map* needs to be provided showing all parcels within a 150' radius.
- A typed *Ownership list* is to be submitted container the related parcel number, complete names and mailing addresses of all parcel owners within a 150' radius of the property
- *Mailing Labels* for the Ownership List(s) is to be submitted.
- A *Plot Plan* needs to be submitted showing all relevant information – existing and proposed set-backs.
- A separately typed *Legal Description* is to be provided. If the description is a metes and bounds it is to be prepared by a registered engineer or licensed land surveyor.
- A *Letter of Explanation* is to submitted.
- *Costs for Publication of the Legal Notices* are to be paid for by the applicant.

| FEES | - | Zoning Code | Article 1 | Part III | Section G. 2. Fees |
|--|---|-------------|-----------|----------|---|
| Appeals of Administrative Decisions | | | | | \$ 25.00 |
| Variances | | | | | |
| Single-family residential | | | | | 25.00 |
| All Other | | | | | 50.00 |
| Conditional Use Permits | | | | | |
| Mobile Homes | | | | | 25.00 |
| All Other | | | | | 50.00 |
| Amendments to the Zoning Map For: | | | | | |
| Single-family Residential | | | | | 100.00 |
| Multi-family Residential, Commercial Districts | | | | | 200.00 + \$20acre over 1 acre to a max of \$700 |

ZONING ORDINANCE VARIANCE PROCEDURES

EXCERPT FROM TOWN ZONING CODE, PART III – PROCEDURES, ITEM “B” VARIANCES:

Application for a variance of zoning regulations shall be filed upon a form provided and shall be accompanied by plans and description sufficient to indicate the nature of the variance involved.

A variance from the provisions for this Ordinance shall not be authorized unless the Town Council shall find upon sufficient evidence:

- a. That there are special circumstances or conditions applying to the property, including its size, shape, topography, location, or surroundings, the strict application of this Ordinance will deprive such property of privileges enjoyed by other properties in the same district; and
- b. That such special circumstances were not created by the owner or applicant; and
- c. That the authorizing of the application will not be materially detrimental to persons residing or working in the vicinity not constitute the granting of special privileges inconsistent with the limitations of adjacent property, the neighborhood or the public welfare in general.

The Council shall prescribe such conditions as the Council may deem necessary in order to fully carry out the provisions and intent of this Ordinance. Such conditions may include, among other things, a limitation of the time for which such variance shall be valid. Violation of any such conditions shall be a violation of this Ordinance and such violation shall render the variance null and void.

From the time of filing the application until the time of such hearing, the application and all maps, plans and other accompanying data shall be available for public inspection during office hours at the office of the Town Manager.

Upon receipt in proper form any such application, the Council shall proceed to hold a public hearing upon said application not more than thirty (30) days nor less than fifteen (15) days after such filing, at which time all persons shall be given an opportunity to be heard.

Any persons aggrieved by a decision of the Council after hearing an application made by any taxpayer or municipal officer, may petition for a writ of certiorari to review the Council's decision pursuant to A.R.S. Section 9-465 (1956) as amended.

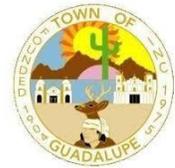
Town of Guadalupe, Az
ZONING INFORMATION
 Contact # 480-505-5380

Commercial Zoning Districts:

| Zoning District | MINIMUM Yard Setbacks | | | | Maximum Ht. |
|-----------------|-----------------------|-------|-------------|------|-------------|
| | Frnt. | 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' |

Residential Zoning Districts:

| Zoning District | Minimum Yard Setbacks | | | | Maximum Ht. |
|-----------------|-----------------------|-------|-------------|------|-------------|
| | Frnt. | Side. | Street Side | Rear | |
| R -1-9 | 30' | 10' | 20' | 10' | 30' |
| R-1-6 | 25' | 7' | 15' | 10' | 30' |
| R-2 | 25' | 7' | 20' | 20' | 30' |
| R-3 | 20' | 7' | 15' | 15' | 30' |
| R-4 | 20' | 7' | 15' | 15' | 30' |



NOTICE OF PUBLIC HEARING VARIANCE APPLICATION

The Guadalupe Town Council shall hold a public hearing on March 26, 2020, 6:00 p.m., at Guadalupe Town Hall, Council Chambers, 9241 South Avenida del Yaqui, Guadalupe, Arizona, for the following purposes:

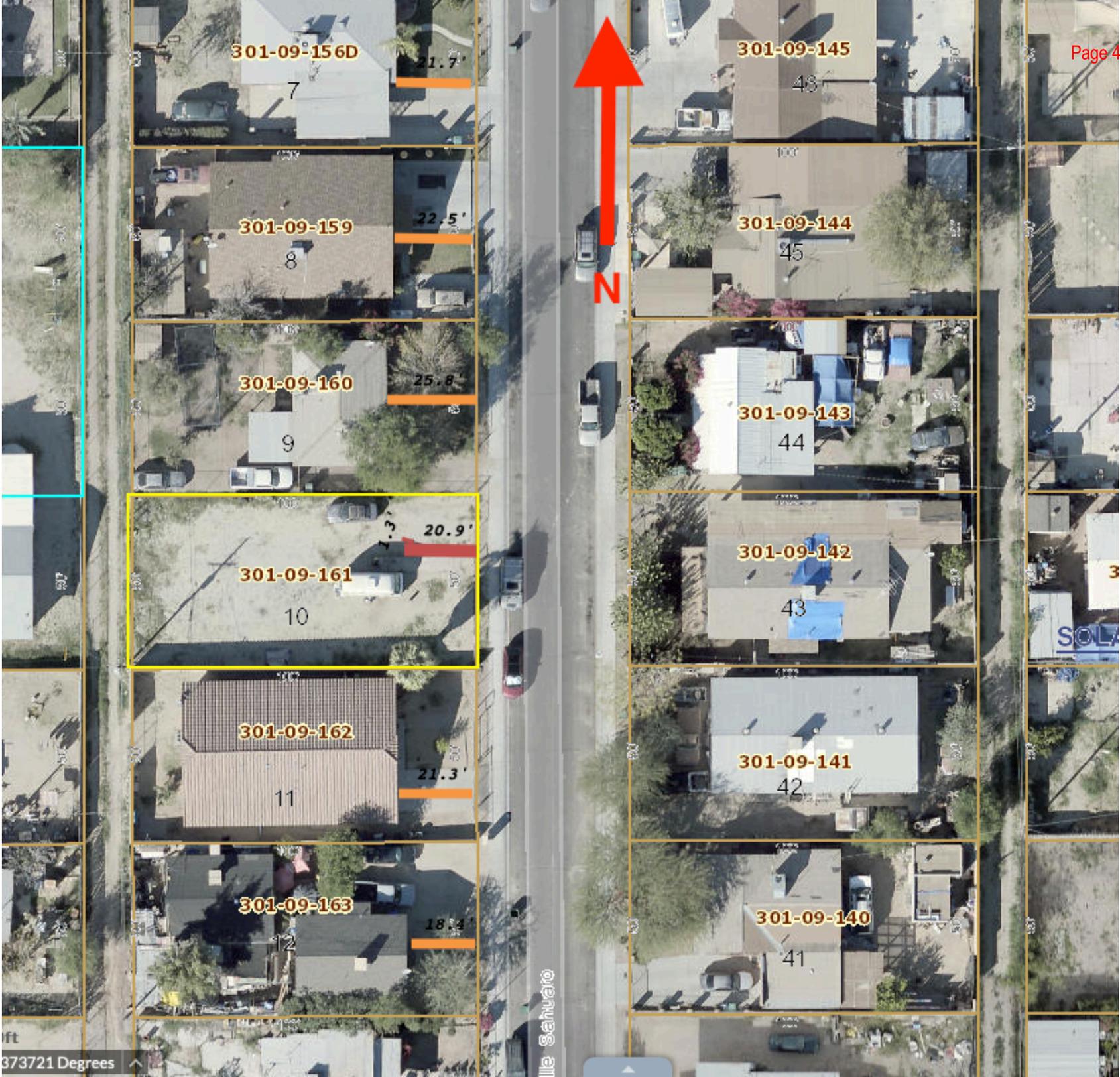
1. Variance Application (V2020-01) – Bridgette Valenzuela & Dora Gonzalez Zuniga, Applicants. The Applicants are requesting two variances to the Town of Guadalupe Zoning Code for as it relates to the required front and side yards in the R1-6 zone for the construction of a new home. This request is for the property located at 8038 Calle Sahuaro, Guadalupe, AZ 85283, and further described as parcel 301-09-161, which is Lot 10 Block 4, of Solares Addition to Guadalupe, recorded in Book 28, page 44, Maricopa County, AZ, records.

Per Town Code, the following is required in the R1-6 zone: a front yard of a minimum of 25 feet setback and a minimum of 7 feet side yard setback for a new home. This request is for the following:

- a. Request of a 5 foot variance for the front yard (east side) to a 20 feet setback; and,
- b. Request of a 2 feet variance for the side yard (south side) to a five feet setback.

Written comments or objections may be filed with the Town Manager / Clerk at Town Hall prior to, or at the hearing. Copies of the Application and subdivision plat are available for review at Guadalupe Town Hall.

Town of Guadalupe
9241 South Avenida del Yaqui
Guadalupe, AZ 85283
(480) 730-7030



301-09-156D

21.7'

7

301-09-159

22.5'

8

301-09-160

25.8'

9

301-09-161

20.9'

10

301-09-162

21.3'

11

301-09-163

18.4'

12

301-09-145

45

301-09-144

45

301-09-143

44

301-09-142

43

301-09-141

42

301-09-140

41

Calle Sanuero



Petition for a Mint Drive Thru

Summary: To allow patients with a quick and easy way to get their medical marijuana.

| First Name | Last Name | Phone # | Email | Signature |
|------------|------------|---------|-------|-----------|
| Jaine | Delgado | 6 | | |
| Peter | Malooof | 4 | | |
| Vicki | Bushett | 62 | | |
| Jennifer | Warner | 61 | | |
| Soud | Alotman | 7 | | |
| Jose | Valdez | 6 | | |
| Walter | Bell | 4 | | |
| Jessica | Adams | 61 | | |
| Raymond | Fraas | 458 | | |
| Liam | Arbuckle | 48 | | |
| Zander | Thomas | 6 | | |
| Jasmine | Jackson | 45 | | |
| Gage | Tyler | 6 | | |
| Chris | Burton | 4 | | |
| Bruce | Washington | 6 | | |
| Kayden | Yocum | 6 | | |
| Michael | Rosales | 48 | | |
| Barbara | Bradley | 45 | | |

CASE NO. CU 2020-03

TOWN OF GUADALUPE
9241 SOUTH AVENIDA DEL YAQUI
GUADALUPE, ARIZONA 85283
480-730-3080

APPLICATION FOR:

- Variance
- Conditional Use
- Zoning Change

Zoning District: _____

Fee: _____

Receipt #: _____

THE REASON FOR THE REQUEST IS See 'Exhibit A' (attached) for explanation of the reason for the request.

THE SUBJECT PROPERTY IS LEGALLY DESCRIBED AS : See 'Exhibit B' (attached) for legal description of subject property.

Parcel 310-10-011N

AND ITS GENERAL LOCATION IS: N S E (W) SIDE OF CALLE Avenida Del Yaqui
225 FEET N (S) E W OF CALLE Baseline Road AND 310 FEET
BY 211 FEET TOTALING 62,247 SQ. FEET.

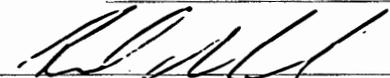
IF REQUESTING REZONING, INDICATE CHANGE : FROM _____ TO _____

APPLICANT : G.T.L. LLC PHONE NO : (602) 339-7285

ADDRESS : 5210 S Avenida Del Yaqui, Guadalupe, AZ 85283

PROPERTY OWNER : ENC Priest, LLC PHONE NO (602) 931-3663

ADDRESS : 2640 W Adams St, Phoenix, AZ 85009


APPLICANT'S SIGNATURE Date 1/16/2020


*OWNER'S SIGNATURE Date 1/16/2020

*The property owner must sign above or submit a letter by owner authorizing the applicant to make the request.

Office Use Only:

PROCEDESSED BY : _____ DATE PROCESSED: _____

DATE OF COUNCIL MEETING: _____ APPROVED DISSAPPROVED

COMMENTS : _____

EXHIBIT A

Explanation of Reason for Request

The Applicant is requesting a variance to the Town Zoning Code as it relates to the prohibition of drive-through facilities for its' marijuana dispensary as set forth by Town of Guadalupe Zoning Ordinance, Article 2, Part III, Section 1, Subsection C, Paragraph 4, in order to establish and operate a drive-through window on the premises.

Escrow No.: 39004860-055-KG2

Legal Description

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE EAST LINE OF SAID SECTION 5 SOUTH 00 DEGREES 12 MINUTES 00 SECONDS WEST 271.14 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 00 SECONDS WEST 40.00 FEET TO THE POINT OF BEGINNING;

THENCE ALONG A LINE PARALLEL WITH AND 40.00 FEET WEST OF THE SAID EAST LINE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS WEST 211.78 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 310.91 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS EAST 150.00 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 58.00 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS EAST 61.78 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 252.91 FEET TO THE POINT OF BEGINNING.

Unofficial Document



5210 S PRIEST DR X
Show search results for 5210 S PRIEST ...

W BASELINE RD

W BASELINE RD

W BASELINE RD

W BASELINE RD

S PRIEST DR

S PRIEST DR

S PRIEST DR

150'



111.947239337556 Degrees



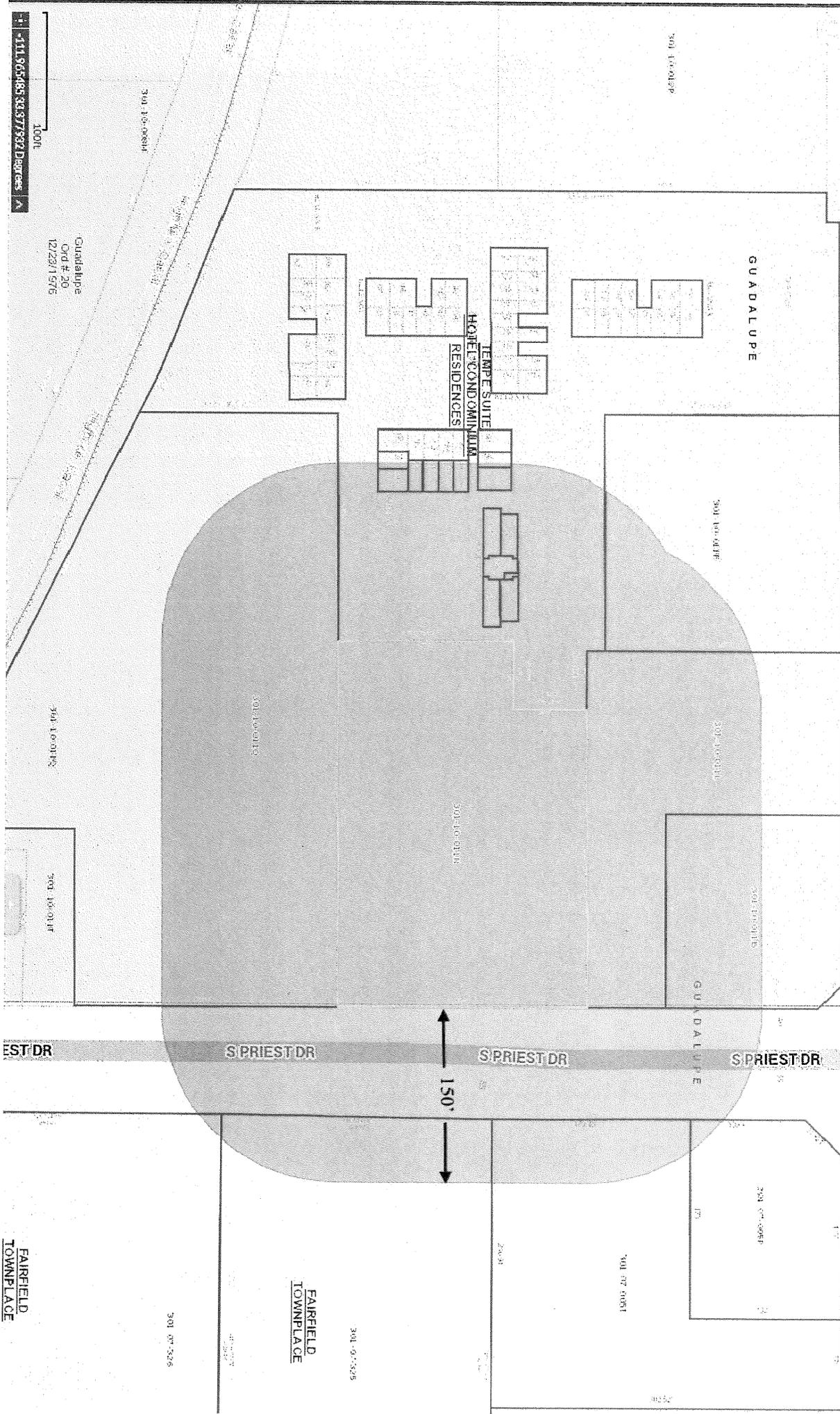
5210 S Priest Drive
Show search results for 5210 S Priest Dr.

W BASELINE RD

W BASELINE RD

W BASELINE RD

W



-111.96548532377392 Degrees

Guadalupe
Ord # 20
12/28/1576

FAIRFIELD
TOWNPLACE

OWNERSHIP LIST

Parcel Number, Name, and Mailing Address of all parcel owners within 150' radius of applicant's property:

- 1) 301-07-005P
CIRCLE K STORES INC
PO BOX 52085
PHOENIX, AZ 85072-2085
- 2) 301-07-005T
CIRCLE K STORES INC
PO BOX 52085
PHOENIX, AZ 85072-2085
- 3) 301-07-325
MCRT TEMPE 2 LLC
152 W 57TH ST
NEW YORK, NY 10019
- 4) 301-07-326
MCRT TEMPE 1 LLC
152 W 57TH ST
NEW YORK, NY 10019
- 5) 301-10-011B
WOODMANSEE WILLIAM
R/BEVELY TR
12841 S 46TH ST
PHOENIX, AZ 85044
- 6) 301-10-011F
BASELINE COMMERCE LLC
1130 W WARNER RD BLDG B
TEMPE, AZ 85284
- 7) 301-10-011L
CHEESEBURGER LLC
3544 VIA LOS COLORADOS
LAFAYETTE, CA 94549
- 8) 301-10-011Q
GURKIRPA HOTEL GROUP LLC
2633 E INDIAN SCHOOL RD STE 120
PHOENIX, AZ 85016
- 9) 301-10-175
TEMPE PHOENIX AIRPORT
RESORT LLC
1730 E NORTHERN AVE STE 122
PHOENIX, AZ 85020

301-07-005P
Circle K Stores INC
PO BOX 52085
Phoenix, AZ 85072-2085

301-07-005T
Circle K Stores INC
PO BOX 52085
Phoenix, AZ 85072-2085

301-07-325
MCRT Tempe 2 LLC
152 W 57TH ST
New York, NY 10019

301-07-326
MCRT Tempe 1 LLC
152 W 57TH ST
New York, NY 10019

301-10-011B
Woodmansee William R/Bevely Tr
12841 S 46TH ST
Phoenix, AZ 85044

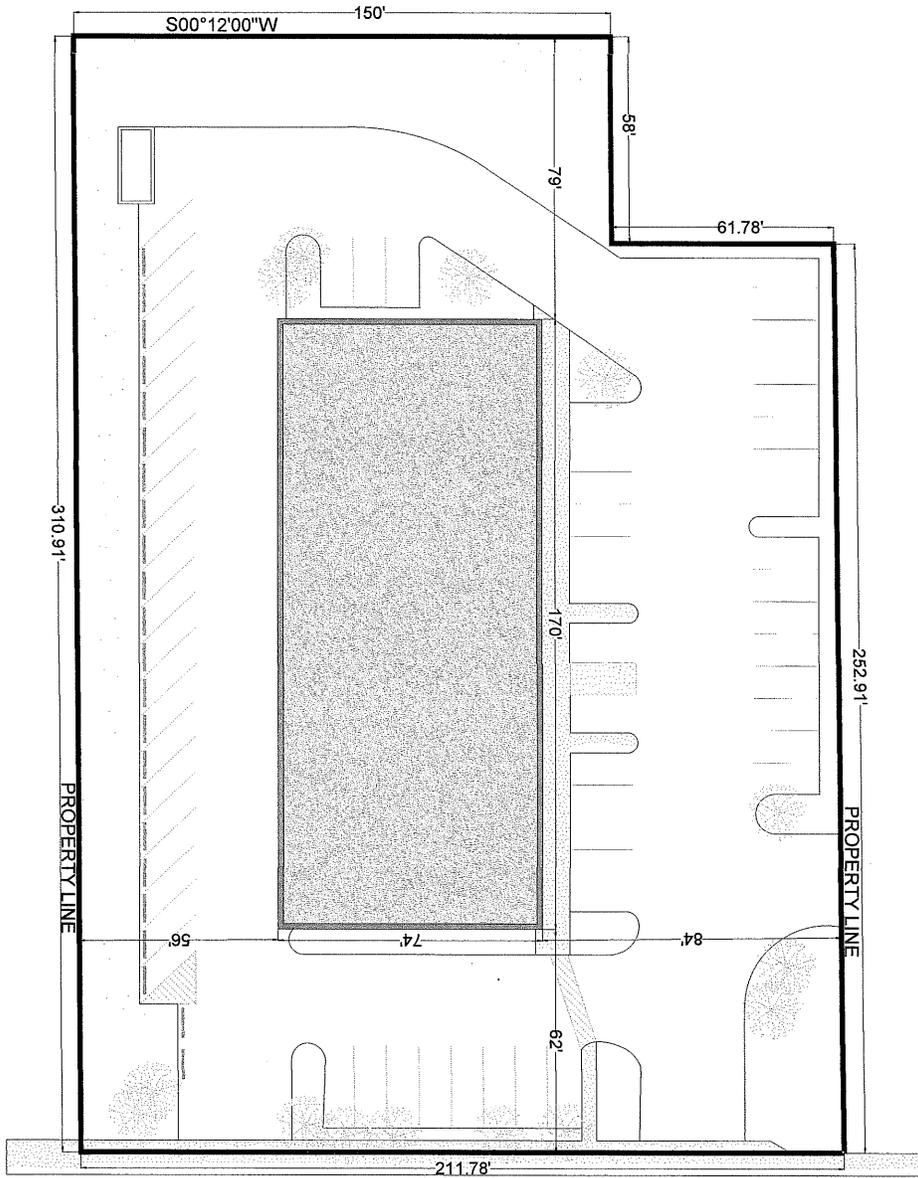
301-10-011F
Baseline Commerce LLC
1130 W Warner RD BLDG B
Tempe, AZ 85284

301-10-011L
Cheeseburger LLLC
3544 Via Los Colorados
Lafayette, CA 94549

301-10-011Q
Gurkirpa Hotel Group LLC
2633 E Indian School RD STE 120
Phoenix, AZ 85016

301-10-175
Tempe Phoenix Airport Resort LLC
1730 E Northern AVE STE 122
Phoenix, AZ 85020

NOTE: FOR THE SCALE TO BE CORRECT SHEET MUST BE PRINTED ON 8.5"x11"



S PRIEST DR

NOTES:

ADDRESS:
 5210 S PRIEST DR
 TEMPE, AZ 85283

SITE PLAN

PARCEL ID: 301-10-011N

LOT AREA: 62,247 SQ.FT.

PLOT SIZE: 8.5" X 11"

DRAWING DATE: 01/18/2020

DRAWING SCALE: 1"=50'





5210 S. Avenida Del Yaqui
Guadalupe, Arizona 85283
www.themintdispensary.com
480.749.6468

January 16, 2020

Mayor and Members of the Town Council
Town of Guadalupe
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283

RE: VARIANCE REQUEST FOR DRIVE-THROUGH FACILITIES.

G.T.L. LLC (the "Applicant"), is an Arizona Not-for-Profit Limited Liability Company currently operating a Medical Marijuana Dispensary on the real property located at 5210 S Avenida Del Yaqui (Parcel No. 301-10-011N), in Guadalupe, Arizona, pursuant to and as authorized by, A.R.S. §36-2801 et seq., and Title 9, Chapter 17, Article 1, of the Arizona Administrative Code, and Town of Guadalupe Ordinances 2011-02, 2016-01, and 2017-02.

Request

Mint is requesting a variance to the Town Zoning Code as it relates to the prohibition of drive-through facilities for marijuana dispensaries as set forth by Town of Guadalupe Zoning Ordinance, Article 2, Part III, Section 1, Subsection C, Paragraph 4, in order to establish and operate a drive-through window on the premises.

Background

All Greens Inc., a licensed non-profit medical dispensary located near Bell Road and 99th Avenue in Sun City, Arizona was the first Medical Marijuana Dispensary in the State to open and operate a drive-through. All Greens Dispensary began providing drive-through services in October 2017 and has successfully, safely, and compliantly operated the drive-through since.

Discussion

In our effort to continue to provide the best patient experience possible, Mint is hoping to provide similar services, to ensure our patients, especially those experiencing mobility issues, are able to conveniently pick up orders from the comfort of their vehicle. In doing so, we hope to generate additional tax revenues to the Town by staying true to our commitment to the Town and the community, of making the Mint Dispensary the preferred destination for medical marijuana patients throughout the East Valley.

Mint has continued to play a lead role in in strengthening the community. We have proven to be a professionally run business that: 1) promotes economic growth; 2) is involved in the community of Guadalupe; and 3) remains committed to ensuring public safety. Additionally, Mint has made several significant contributions to the Town of Guadalupe, including the following:

The Mint continues to have a significant economic impact in the Town of Guadalupe:

- In the past year, the Mint has generated over \$12 million in revenue and has contributed \$500,000 in taxes to the Town of Guadalupe;
- The Mint continues to generate new well-paying jobs for the community and currently employs a staff of 70;
- The Mint plans to be prepared for the legalization of recreational marijuana having completed its multi-million dollar remodel. The facility increased to almost 12,000 square feet making it the largest dispensary in Arizona . The remodel increased the showroom to 25 cashier stations and added 23 parking spots. Mint realized an increase of 25-35% in revenue with its new building layout and expects an increase of 7.7% this year.
- The Mint estimates that by establishing and operating the only drive-through service in the East Valley, Mint will realize a direct increase of 5-10% in revenue and sales tax contributions, and further strengthening its position as the patients preferred dispensary in the region.
- The Mint projects to add 30-50% in revenue and tax contributions as the industry continues to grow in Arizona.

The Mint has continued its commitment to community involvement and participation:

- The Mint consistently participates in charitable events across the valley and Guadalupe, including events for the Zoe Foundation, Food City, Cannatainment, St. Xavier and the Town of Guadalupe;
- The Mint contributes to holiday food drives with Food City, St. Joe 's, St. Mary's, and McDonald's;
- The Mint participated in four (4) back-to-school supply drives in the Town of Guadalupe;
- The Mint has a record of charitable contributions, including donations to private citizens in need, lockers to the local Guadalupe Boxing Club, supplies and equipment for Home of Guadalupe Church Priest remodel, one hundred turkeys to Guadalupe residents on both Thanksgiving and Christmas, donations of supplies for local cleanup crews, and practice jerseys, balls, and monetary donations for the Guadalupe Little League;
- The Mint contributed to athletic programs around the community, including the Guadalupe Athletics Club, Ricky 's Boxing Club for Kids, the “Wrestling Against Drugs” wrestling event, Tempe Guadalupe Little League, and the Tempe Little League All-Stars;
- The Mint supported the DACA Dream Act Coalition for voter registration. They have also been involved in the Guadalupe Car Show N' Shine, and sponsored the Guadalupe Pre-

School/Senior Citizen Zoo Days;

- The Mint sponsored the Anti-Marijuana message given by a ventriloquist to elementary students;
- The Mint serves free tacos to patients at the dispensary a few times a month.

The Mint has maintained a solid record of ensuring public safety is a top priority:

- Since the initial variance was passed, there have been zero reported incidents of any kind in or around the dispensary.

Additionally, the property is well suited for the operation of such facilities due to the size of the lot and the cyclical nature of the parking lot. The driveway around the building ensures that the operation of a drive-through window will not have any adverse impact on traffic flow on-to or off the property or have a negative impact on the traffic flow on S. Avenida Del Yaqui. If anything, the operation of the drive-through will improve traffic patterns onto and off-of the site by alleviating parking congestion during our highest volume days and by freeing up more parking spaces for first-time patients that require a more involved consultation with our expertly trained staff.

Conclusion

Mint Dispensary has improved the quality of life for many patients in Guadalupe and the surrounding community by allowing for greater access to products and services that Mint Dispensary offers. We have earned a positive reputation for providing high-quality products and have quickly become one of the highest-volume dispensaries in the state of Arizona. Because of our professionalism and quality of service Mint has become the dispensary of choice for many patients.

Support for cannabis still holds strong in both the U.S. and the state of Arizona. According to a Pew Research study conducted in October 2017, about six-in-ten (6-in-10) Americans say the use of marijuana should be legalized. In Arizona, a poll conducted in February 2018 by OH Predictive Insights and the Consumer Choice Center, that 62.9% of Arizonian voters support legalizing and taxing marijuana like alcohol, with 40.9% of those voters saying they "strongly support" legalization.

There is significant reason to believe the industry will continue to grow, as such, professionally run dispensaries like The Mint will become even stronger community partners with the cities in which they operate. At least two adult-use recreational marijuana legalization initiatives - including the Smart and Safe Arizona Act - are expected to be on the Arizona ballots in November 2020.

Recommendation:

We believe our request should be granted. Mint has continuously demonstrated its commitment to the community, public safety, and safe and compliant operations and as such is well positioned to replicate All Greens' success in operating a drive-through window. The operation of a drive-through facility will pose no risk to the community and will strengthen our position as the preferred Dispensary in the East Valley while generating additional tax revenue on behalf of the Town.

Respectfully,

A handwritten signature in black ink, appearing to read 'R. Molina', written in a cursive style.

Raul Molina

ENC Priest, LLC
2640 W. Adams St
Phoenix, Arizona 85009

January 10, 2020

Madam Mayor and Members of the Town Council
9241 S. Avenida del Yaqui
Guadalupe, Arizona 85283

RE: Variance for Drive-Through Service

Madam Mayor and Members of the Town Council:

As owner of the real property located at 5210 S. Avenida Del Yaqui (Parcel No. 301-10-011N), in Guadalupe, Arizona; I am compelled to write you today to express my strong support for G.T.L. LLC d/b/a The Mint Dispensary, a Medical Marijuana Dispensary operating on my property. Specifically, I encourage the Town Council to approve a variance for the operation of a drive-through window.

The Mint has proven to be a professionally run dispensary, serving patients in Guadalupe and beyond. They have made significant economic and social contributions to Guadalupe and the valley.

It should also be noted that there have been no major incidents of crime at The Mint since its inception. Operation of a drive-through window will further the Mint's mission of improving the quality of life for qualifying patients in Guadalupe and the East Valley by providing patients with limited mobility with a more convenient way of accessing Mint's products and services. Their reputation for being professional, providing high-quality products, and being a community partner is well known in the industry. I reiterate my strong support of their efforts. Should you have any questions, please feel free to reach me at the number below.



Eivan Shahara

TOWN OF GUADALUPE
 9241 SOUTH AVENIDA DEL YAQUI
 GUADALUPE, ARIZONA 85283

THE FOLLOWING IS CHECKLIST OF INFORMATION / DOCUMENTS REQUIRED IN APPLYING FOR A VARIANCE, CONDITIONAL USE, OR CHANGE OF ZONE:

Documents for a variance needed to be submitted to the Town Clerk in its final form twenty (25) WORKING days prior to the scheduled Council meeting to comply with the Town Ordinance of a fifteen (15) day posting requirement. Contact the Town Clerk AT 480-730-3080 for the exact dates of the Council meetings which is held the second and fourth Thursday of the Month.

Per Article 1, Part III, Item G of the Town Zoning Code, ten (10) sets of the below re to be provided to the Town Clerk with a the appropriate filing fee:

- A completed *Application* needs to be submitted.
- A *Vicinity Ownership Map* needs to be provided showing all parcels within a 150' radius.
- A typed *Ownership list* is to be submitted container the related parcel number, complete names and mailing addresses of all parcel owners within a 150' radius of the property
- *Mailing Labels* for the Ownership List(s) is to be submitted.
- A *Plot Plan* needs to be submitted showing all relevant information – existing and proposed set-backs.
- A separately typed *Legal Description* is to be provided. If the description is a metes and bounds it is to be prepared by a registered engineer or licensed land surveyor.
- A *Letter of Explanation* is to submitted.
- *Costs for Publication of the Legal Notices* are to be paid for by the applicant.

| FEES | - Zoning Code | Article 1 | Part III | Section G.2. Fees |
|--|---------------|-----------|----------|---|
| Appeals of Administrative Decisions | | | | \$ 25.00 |
| Variances | | | | |
| Single-family residential | | | | 25.00 |
| All Other | | | | 50.00 |
| Conditional Use Permits | | | | |
| Mobile Homes | | | | 25.00 |
| All Other | | | | 50.00 |
| Amendments to the Zoning Map For: | | | | |
| Single-family Residential | | | | 100.00 |
| Multi-family Residential, Commercial Districts | | | | 200.00 + \$20acre over 1 acre to a max of \$700 |

ZONING ORDINANCE VARIANCE PROCEDURES

EXCERPT FROM TOWN ZONING CODE, PART III – PROCEDURES, ITEM “B” VARIANCES:

Application for a variance of zoning regulations shall be filed upon a form provided and shall be accompanied by plans and description sufficient to indicate the nature of the variance involved.

A variance from the provisions for this Ordinance shall not be authorized unless the Town Council shall find upon sufficient evidence:

- a. That there are special circumstances or conditions applying to the property, including its size, shape, topography, location, or surroundings, the strict application of this Ordinance will deprive such property of privileges enjoyed by other properties in the same district; and
- b. That such special circumstances were not created by the owner or applicant; and
- c. That the authorizing of the application will not be materially detrimental to persons residing or working in the vicinity not constitute the granting of special privileges inconsistent with the limitations of adjacent property, the neighborhood or the public welfare in general.

The Council shall prescribe such conditions as the Council may deem necessary in order to fully carry out the provisions and intent of this Ordinance. Such conditions may include, among other things, a limitation of the time for which such variance shall be valid. Violation of any such conditions shall be a violation of this Ordinance and such violation shall render the variance null and void.

From the time of filing the application until the time of such hearing, the application and all maps, plans and other accompanying data shall be available for public inspection during office hours at the office of the Town Manager.

Upon receipt in proper form any such application, the Council shall proceed to hold a public hearing upon said application not more than thirty (30) days nor less than fifteen (15) days after such filing, at which time all persons shall be given an opportunity to be heard.

Any persons aggrieved by a decision of the Council after hearing an application made by any taxpayer or municipal officer, may petition for a writ of certiorari to review the Council's decision pursuant to A.R.S. Section 9-465 (1956) as amended.

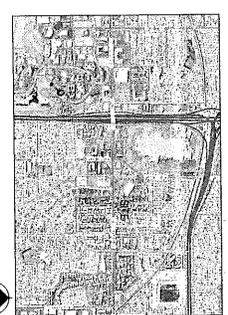
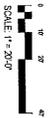
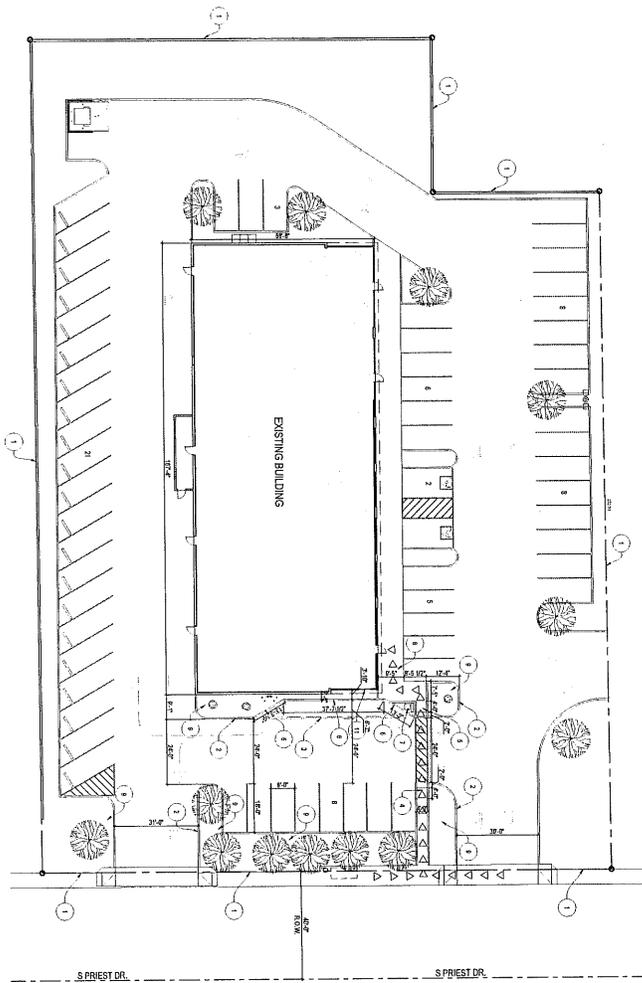
Town of Guadalupe, Az
ZONING INFORMATION
 Contact # 480-505-5380

Commercial Zoning Districts:

| Zoning District | MINIMUM Yard Setbacks | | | | Maximum Ht. |
|-----------------|-----------------------|-------|-------------|------|-------------|
| | Frnt. | 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' |

Residential Zoning Districts:

| Zoning District | Minimum Yard Setbacks | | | | Maximum Ht. |
|-----------------|-----------------------|-------|-------------|------|-------------|
| | Frnt. | Side. | Street Side | Rear | |
| R -1-9 | 30' | 10' | 20' | 10' | 30' |
| R-1-6 | 25' | 7' | 15' | 10' | 30' |
| R-2 | 25' | 7' | 20' | 20' | 30' |
| R-3 | 20' | 7' | 15' | 15' | 30' |
| R-4 | 20' | 7' | 15' | 15' | 30' |



4 VICINITY MAP

- 1 SITE PLAN
- 1. EXISTING BUILDING
 - 2. EXISTING DRIVEWAY
 - 3. EXISTING DRIVEWAY
 - 4. EXISTING DRIVEWAY
 - 5. EXISTING DRIVEWAY
 - 6. EXISTING DRIVEWAY
 - 7. EXISTING DRIVEWAY
 - 8. EXISTING DRIVEWAY
 - 9. EXISTING DRIVEWAY
 - 10. EXISTING DRIVEWAY
 - 11. EXISTING DRIVEWAY
 - 12. EXISTING DRIVEWAY
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 - 16. EXISTING DRIVEWAY
 - 17. EXISTING DRIVEWAY
 - 18. EXISTING DRIVEWAY
 - 19. EXISTING DRIVEWAY
 - 20. EXISTING DRIVEWAY
 - 21. EXISTING DRIVEWAY
 - 22. EXISTING DRIVEWAY
 - 23. EXISTING DRIVEWAY
 - 24. EXISTING DRIVEWAY

THE MINT DISPENSARY
"MONZURES RESIDENCE"
 APN: 301-10-011N
 5210 S PRIEST DR.
 GUADALUPE, AZ 85283

design: JDO
 draft: JDO
 review: JDO

SP100
 PROJECT: Access

arc one ASSOCIATES
 14271 N. 34th Street
 Phoenix, Arizona 85004
 Phone: 602.241.7874
 Fax: 602.241.7874
 info@arcassociates.com

MINT DISPENSARY



THE MINT DISPENSARY
"NEW DRIVETHRU"
APN : 301-10-011N
5210 S PRIEST DR.
GUADALUPE, AZ 85283

design: RDO
drawn: JO
check: JDO

revisions:

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EXPIRES 06/30/22
date: 02/26/2020

SHEET
SP100
of
PROJECT: A0060120



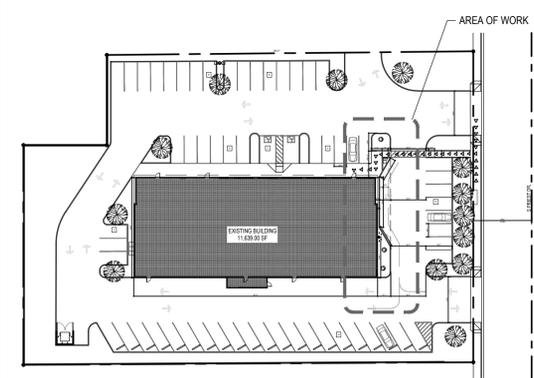
4 VICINITY MAP



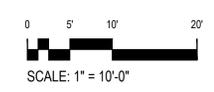
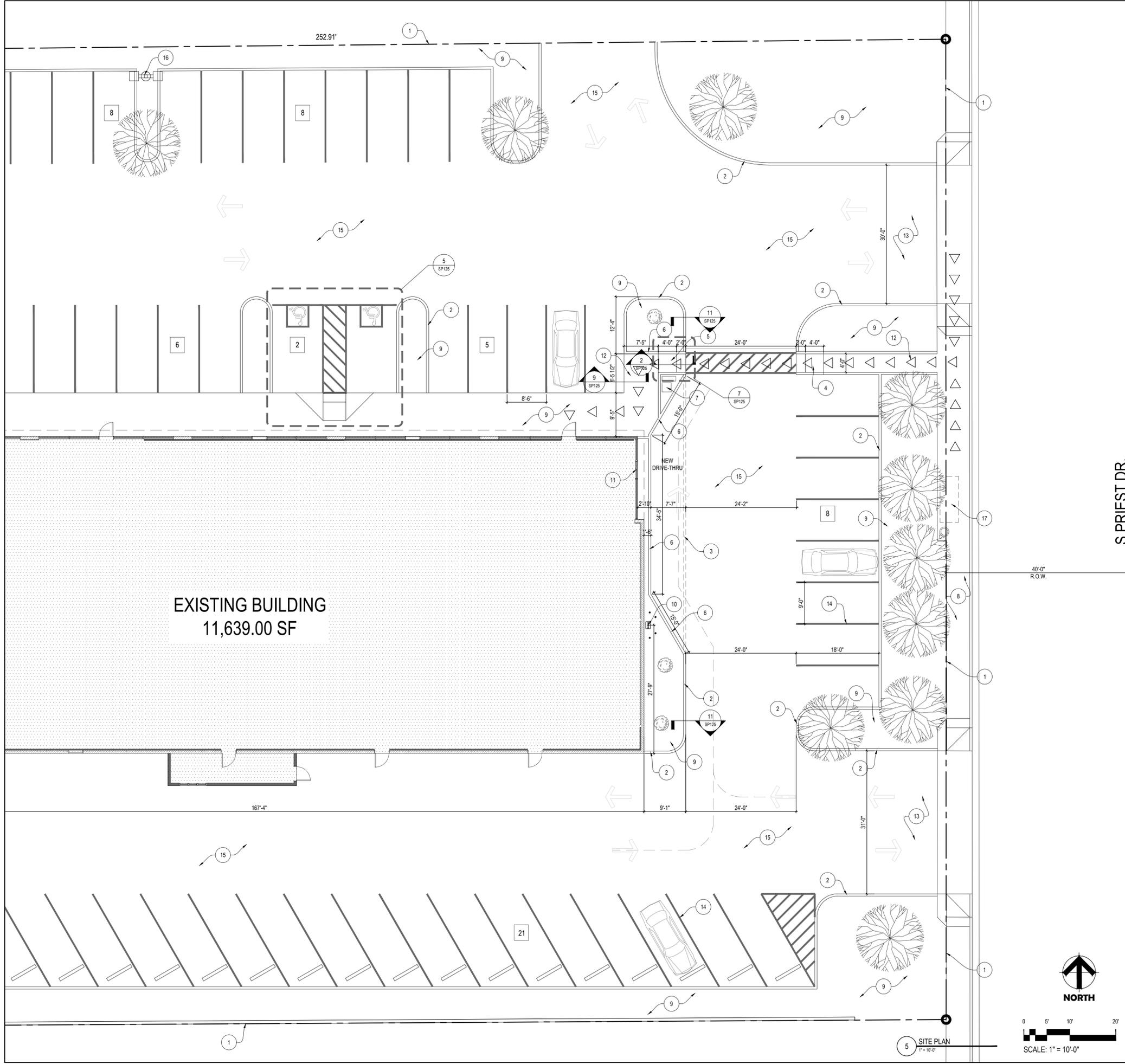
PROJECT LOCATION: SITE IS LOCATED ON A PROPERTY IN PRIEST DR. AT SOUTH SIDE OF BASELINE AVE.
ADDRESS: 5210 S PRIEST DR. GUADALUPE AZ.
PROJECT NARRATIVE: THIS PROJECT CONSIST IN A PROVIDE NEW DRIVE-THRU AREA
NOTE: THERE IS NOT A CHANGE OF OCCUPANCY SAME BUSINESS TO REMAIN
ASSESSOR PARCEL #: 301-10-01N
ZONING: C-2
UTILITIES: WATER - TOWN OF GUADALUPE
SEWER - TOWN OF GUADALUPE
ELECTRIC - SRP
GAS - SOUTHWEST GAS
HEALTH DEPARTMENT: MARICOPA COUNTY HEALTH DEPARTMENT PHOENIX, AZ. (602) 506-6616
CONSTRUCTION TYPE: VB
SPRINKLERS (YES/NO): YES
STORES: 1
ACTUAL BUILDING AREA (SQ FT): THE MINT BUILDING AREA 11,074.18 SF NET
THE MINT BUILDING AREA 11,439.97 SF GROSS
OCCUPANCY GROUP: B
SUITE OCCUPANT LOAD: 117
AREA OF OCCUPANCY TYPE: BUSINESS - B 11,074.18 S.F.
LOT COVERAGE: 1st FLOOR BLDG. NO CHANGE

3 PROJECT SITE DATA

- 1 PROPERTY LINE
 - 2 EXISTING 6" VERTICAL CONCRETE CURB
 - 3 EXISTING 6" VERTICAL CONCRETE CURB - TO BE DEMO AND REMOVED
 - 4 EXISTING ADA RAMP WITH 2% MAX. SLOPE - NO CHANGES
 - 5 PROVIDE NEW ADA CONCRETE RAMP WITH 2% MAX. SLOPE
 - 6 PROVIDE NEW 6" VERTICAL CONCRETE CURB - TO MATCH EXISTING
 - 7 EXISTING MAIL BOX - RELOCATED
 - 8 EXISTING CONCRETE SIDEWALK - NO CHANGES
 - 9 EXISTING LANDSCAPE AREA
 - 10 EXISTING RPBF VALVE LOCATION TO BE PROTECTED WITH 4" DIA. STEEL FILLED WITH CONCRETE PARKING BOLLARD
 - 11 NEW 46" WIDE x 30" HEIGHT DRIVETHRU WINDOW WITH TEMPERED SAFETY GLASS
 - 12 ADA ACCESSIBLE ROUTE
 - 13 EXISTING SITE ACCESS
 - 14 EXISTING 4" WIDE PAINTED PARKING STRIPE
 - 15 EXISTING ASPHALT PAVING AREA
 - 16 EXISTING 20' HT. PARKING LOT LIGHT
 - 17 EXISTING BUS STOP
- 2 SITE PLAN KEYNOTES



1 KEY PLAN





THE MINT DISPENSARY
"MONZURES RESIDENCE"
APN : 301-10-011N
5210 S PRIEST DR.
GUADALUPE, AZ 85283

design: RDO
drawn: JO
check: JDO

revisions:

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date: 02/10/2020

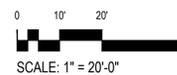
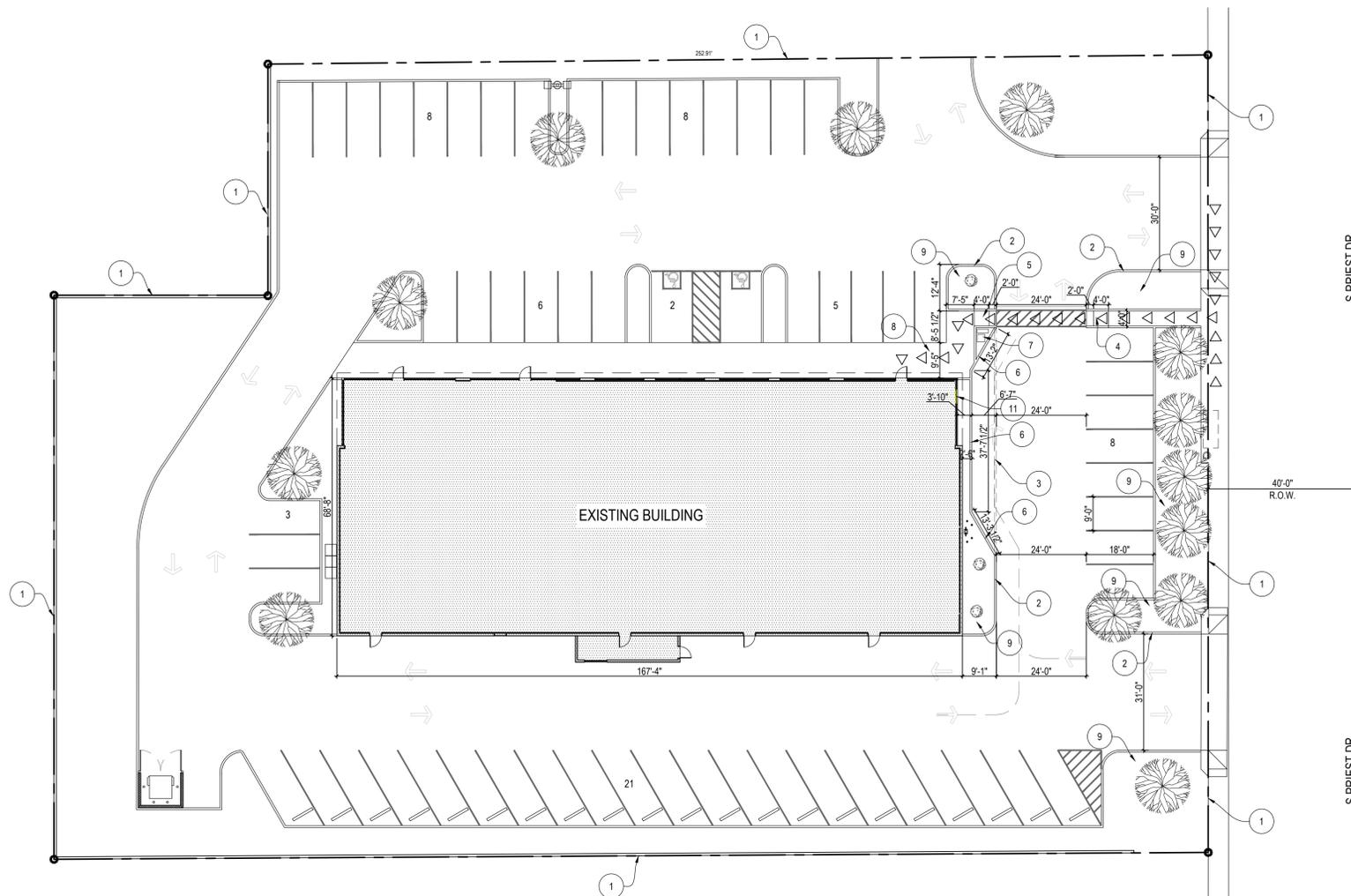
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of
PROJECT: A0040118



4 VICINITY MAP



SCALE: 1" = 20'-0"



NORTH

5 SITE PLAN
1" = 20'-0"

1 SITE PLAN KEYNOTES

- 1 PROPERTY LINE
- 2 EXISTING 6" VERTICAL CONCRETE CURB
- 3 EXISTING 6" VERTICAL CONCRETE CURB - TO BE DEMO AND REMOVED
- 4 EXISTING ADA RAMP WITH 2% MAX. SLOPE - NO CHANGES
- 5 EXISTING ADA RAMP WITH 2% MAX. SLOPE - RELOCATED
- 6 PROVIDE NEW 6" VERTICAL CONCRETE CURB - TO MATCH EXISTING
- 7 EXISTING MAIL BOX - RELOCATED
- 8 EXISTING CONCRETE SIDEWALK - NO CHANGES
- 9 EXISTING LANDSCAPE AREA
- 10 EXISTING LANDSCAPE AREA
- 11 NEW 46" WIDE DRIVETHRU WINDOW



THE MINT DISPENSARY
"NEW DRIVETHRU"
APN : 301-10-011N
5210 S PRIEST DR.
GUADALUPE, AZ 85283

design: RDO
drawn: JO
check: JDO

revisions:

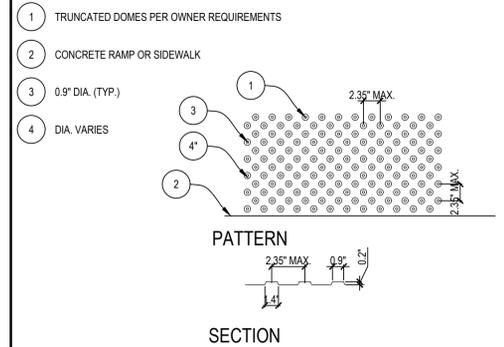
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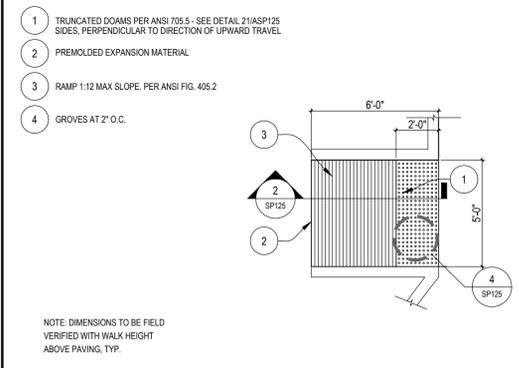


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date: 02/26/2020

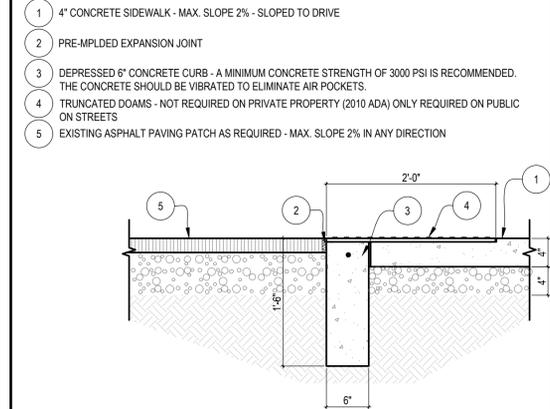
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PROJECT: A0060120



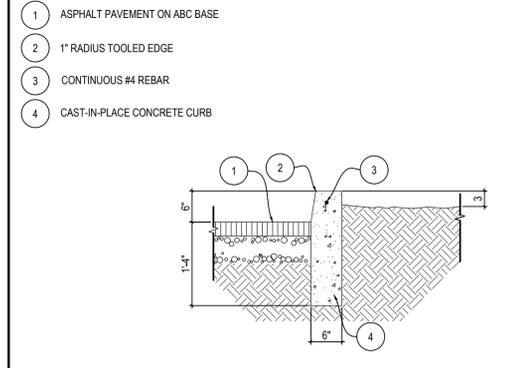
4 TRUNCATED DOME PATTERN PER OWNER REQUIREMENTS
1\"/>



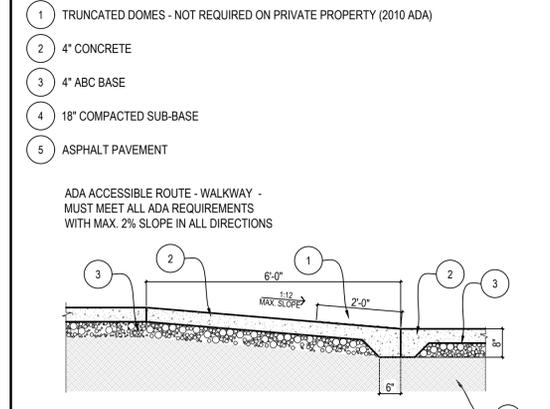
7 ADA SIDEWALK RAMP
14\"/>



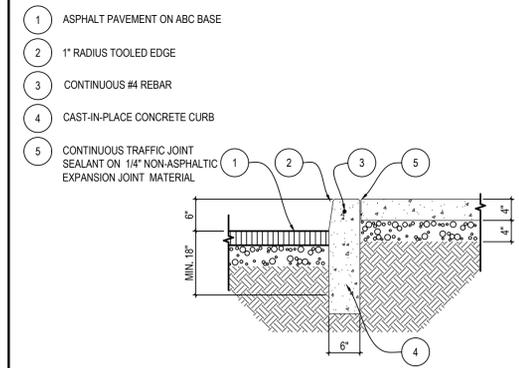
3 FLUSH CURB DETAIL
N.T.S.



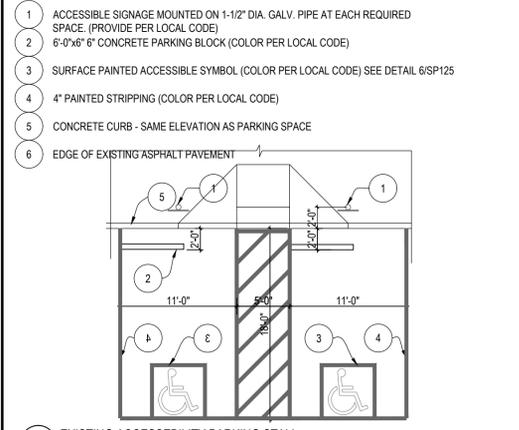
10 PLANTER CURB
3/4\"/>



2 ADA RAMP SECTION
3/4\"/>



9 SIDEWALK CURB
3/4\"/>



5 EXISTING ACCESSIBILITY PARKING STALL
1/8\"/>



THE MINT DISPENSARY
"MONZURES RESIDENCE"
APN : 301-10-011N
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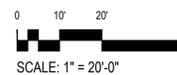
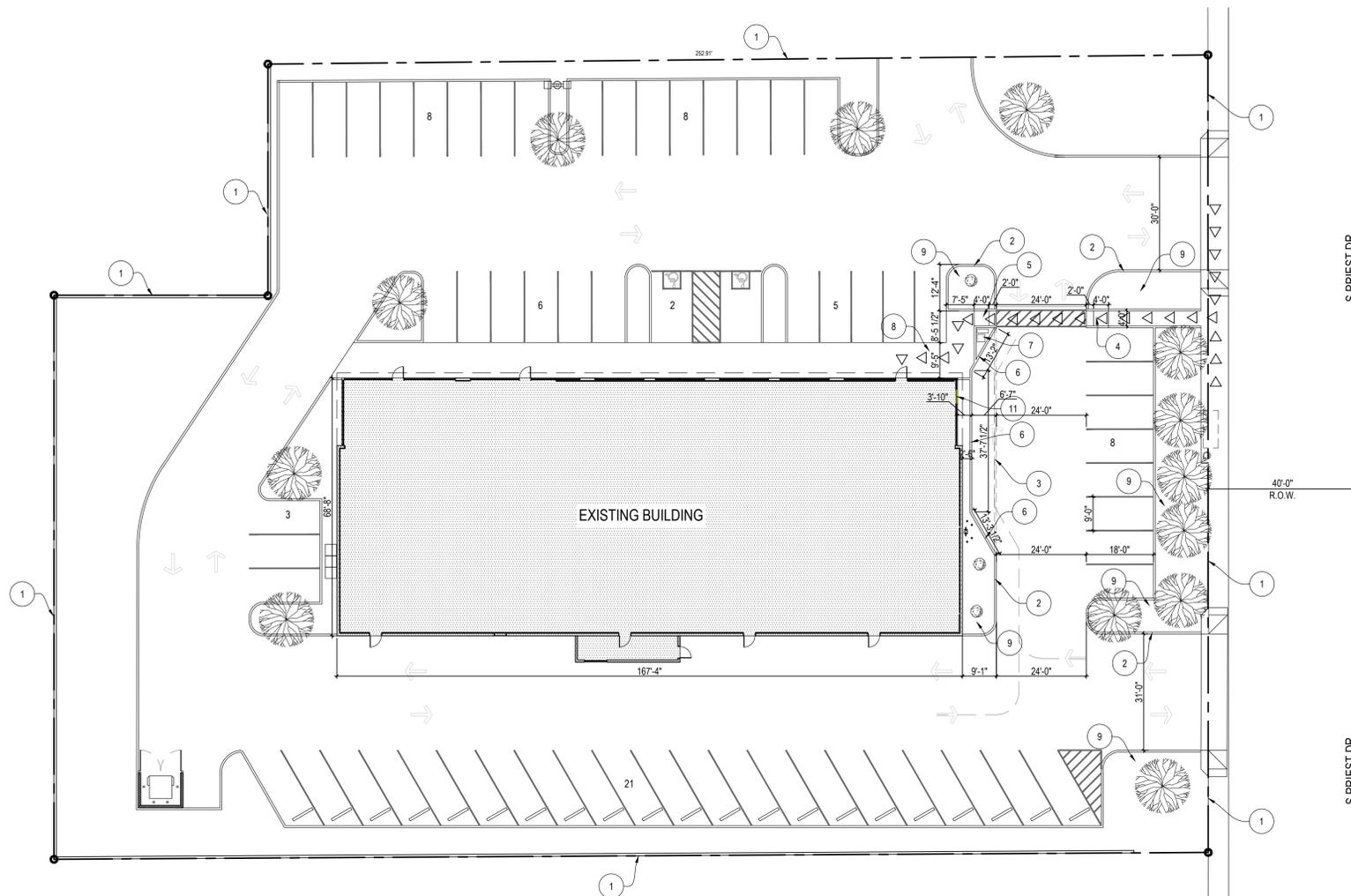
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of
PROJECT: A0040118



4 VICINITY MAP



SCALE: 1" = 20'-0"



5 SITE PLAN
1" = 20'-0"

- 1 PROPERTY LINE
- 2 EXISTING 6" VERTICAL CONCRETE CURB
- 3 EXISTING 6" VERTICAL CONCRETE CURB - TO BE DEMO AND REMOVED
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- 8 EXISTING CONCRETE SIDEWALK - NO CHANGES
- 9 EXISTING LANDSCAPE AREA
- 10 EXISTING LANDSCAPE AREA
- 11 NEW 46" WIDE DRIVETHRU WINDOW

1 SITE PLAN KEYNOTES

Dunkin'



Dairy Queen Grill & Chill



E Thomas Rd

ORDINANCE NO. 2017-02

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AMENDING THE TOWN OF GUADALUPE ZONING ORDINANCE ARTICLE 2, PART II COMMERCIAL DISTRICTS, SECTION 4 TO ADD SUBSECTION 4.6 AND ADDING ARTICLE 2, PART III TO ADD REASONABLE REGULATIONS TO IMPLEMENT THE ARIZONA MEDICAL MARIJUANA ACT APPROVED BY THE VOTERS ON NOVEMBER 2, 2010, AS PROPOSITION 203.

The Mayor and Town Council of Guadalupe make the following legislative findings:

The Arizona Medical Marijuana Act, Proposition 203, approved by voters in the statewide election on November 2, 2010, provides for defined possession, use, distribution and transportation of marijuana for medical use within the State of Arizona.

Federal law and related regulations classify marijuana as a Schedule I controlled substance and prohibit its cultivation, possession, dispensing and use, among other things, for medical reasons.

Arizona law, likewise, prohibits the possession, delivery, manufacture, cultivation and sale of marijuana, except defined medical uses.

Under the Arizona Act, the State issues Registry Identification Cards and renewals and adopts rules governing nonprofit medical marijuana dispensaries.

Under the Arizona Act, the Town of Guadalupe is expressly permitted to enact reasonable zoning regulations that limit the use of land for registered nonprofit medical marijuana dispensaries. Arizona law also allows the Town of Guadalupe to enact zoning regulations to protect and promote the public health, safety and general welfare and regulate the use of buildings, structures and land as between agriculture, residence, industry, business and other purposes.

The Town Council of Guadalupe has previously enacted reasonable regulations concerning medical marijuana in Ordinance No. 2011-02 which amended the Town of Guadalupe Zoning Ordinance. Subsequently the Town Council of Guadalupe enacted Ordinance No. 2016-01 which made significant changes to the location requirements for marijuana related activities. The current Council of Guadalupe believes such changes were unwise and should be reversed however while Ordinance 2016-01 was in force certain property owners in reliance thereon obtained or are in the process of obtaining necessary permits from the Arizona Department of Health and the Town to operate medical marijuana dispensaries and may have expended considerable sums of money in reliance on said Ordinances and permits that were issued. It is not the intention of the Town Council to deprive such owners of any vested property rights by this Amendment.

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

SECTION 1. Article 2, Part II Section 4 of the Zoning Ordinance is hereby amended to add Subsection 4.6 which adds the following conditional uses to be allowed only in the C-2 Zoning Districts as set forth hereafter:

4.6 The following uses in enclosed buildings shall be permitted as a conditional use only, in the C-2 districts in accordance with Article 2, Part II, Section 4 of this Ordinance:

- a. Medical Marijuana Dispensary owned and operated as a non-profit entity; or
- b. Medical Marijuana Cultivation or Infusion Facility owned and operated as a non-profit entity

SECTION 2. The Town of Guadalupe Zoning Ordinance is hereby amended by repealing Ordinance No. 2011-02 and Ordinance No. 2016-01 which added Article II, Part III to the Zoning Ordinance and by adding a revised Article 2, Part III as follows:

ARTICLE 2, PART III MEDICAL MARIJUANA.

SECTION I PURPOSE, USE AND REQUIREMENTS

A. PURPOSE. THE PURPOSE OF THIS SECTION IS TO IMPLEMENT ARIZONA REVISED STATUTES, TITLE 36, CHAPTER 28.1; ENTITLED "ARIZONA MEDICAL MARIJUANA ACT".

B. LOCATION REQUIREMENTS. A *MEDICAL MARIJUANA DISPENSARY* IS ALLOWED IN C-2 DISTRICTS AS A CONDITIONAL USE. A *MEDICAL MARIJUANA CULTIVATION/INFUSION FACILITY* IS ALLOWED IN THE C-2 ZONING DISTRICTS AS A CONDITIONAL USE. THE LOCATIONS ARE LIMITED TO THE FOLLOWING:

1. A *MEDICAL MARIJUANA DISPENSARY* OR *MEDICAL MARIJUANA CULTIVATION/INFUSION FACILITY* SHALL NOT BE OPERATED OR MAINTAINED ON A PARCEL WITHIN 1,320 FEET, MEASURED BY A STRAIGHT LINE IN ALL DIRECTIONS, WITHOUT REGARD TO INTERVENING STRUCTURES OR OBJECTS, FROM THE NEAREST POINT ON THE PROPERTY LINE OF A PARCEL WHERE THE *MEDICAL MARIJUANA DISPENSARY* OR *MEDICAL MARIJUANA CULTIVATION/INFUSION FACILITY* IS LOCATED TO THE PROPERTY LINE OF ANOTHER PARCEL CONTAINING THE FOLLOWING:

- a. ANOTHER *MEDICAL MARIJUANA DISPENSARY* OR *MEDICAL MARIJUANA CULTIVATION/INFUSION FACILITY*;
- b. A CHILD CARE FACILITY;

- c. A CHARTER SCHOOL, PRIVATE SCHOOL, OR PUBLIC SCHOOL, WHICH PROVIDES ELEMENTARY, SECONDARY OR COLLEGE EDUCATION;
 - d. A CHURCH, SYNAGOGUE, TEMPLE OR SIMILAR RELIGIOUS WORSHIP BUILDING;
 - e. A PUBLIC PARK, LIBRARY, COMMUNITY BUILDING, OR ANY LAND OWNED BY THE TOWN OF GUADALUPE OR IN WHICH THE TOWN OF GUADALUPE OWNS AN INTEREST, EXCLUDING PUBLIC STREETS;
 - f. SALE OR CONSUMPTION OF ALCOHOLIC BEVERAGES, BEER, WINE OR SPIRITS, ADULT ENTERTAINMENT, HOTEL, MOTEL, OR CONVENIENCE STORE; OR
 - g. DOMESTIC VIOLENCE SHELTER, DOMESTIC VIOLENCE COUNSELING, OR DRUG OR ALCOHOL COUNSELING.
2. A *MEDICAL MARIJUANA DISPENSARY* OR *MEDICAL MARIJUANA CULTIVATION/INFUSION FACILITY* SHALL NOT BE OPERATED OR MAINTAINED ON A PARCEL WITHIN FIVE HUNDRED (500) FEET FROM A RESIDENTIAL ZONING DISTRICT OR THE PROPERTY LINE OF A PARCEL SOLELY DEVOTED TO A RESIDENTIAL USE IN ANY ZONING DISTRICT, MEASURED BY A STRAIGHT LINE IN ALL DIRECTIONS, WITHOUT REGARD TO INTERVENING STRUCTURES OR OBJECTS, FROM THE NEAREST POINT OF THE PROPERTY LINE OF A PARCEL CONTAINING SUCH USE.
3. *MEDICAL MARIJUANA CULTIVATION/INFUSION* FOR A CAREGIVER OR PATIENT'S RESIDENCE IN A RESIDENTIAL DISTRICT IS NOT PERMITTED, UNLESS THE LOCATION IS GREATER THAN TWENTY-FIVE (25) MILES FROM A LICENSED *MEDICAL MARIJUANA DISPENSARY* AS ALLOWED BY THE STATE OF ARIZONA.

C. OPERATION REQUIREMENTS. ANY *MEDICAL MARIJUANA DISPENSARY* OR *CULTIVATION/INFUSION FACILITY*, EXCEPT WITHIN A RESIDENTIAL HOME, SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS, AS WELL AS THOSE CONTAINED WITHIN ARIZONA REVISED STATUTES, TITLE 36, CHAPTER 28.1:

- 1. THE BUSINESS SHALL BE LOCATED IN A PERMANENT BUILDING, WITH AN ENGINEERED FOUNDATION THAT MEETS GUADALUPE BUILDING CODE, AND NOT LOCATED IN A MOBILE HOME, TRAILER, CARGO CONTAINER, MOTOR VEHICLE OR SIMILAR PERSONAL PROPERTY.

2. ONLY ONE (1) SECURED EXTERIOR DOORWAY SHALL BE ALLOWED FOR THE PURPOSE OF INGRESS OR EGRESS. THE MAXIMUM SIZE TENANT SPACE SHALL BE LIMITED TO THE SQUARE FOOTAGE DEDICATED FOR SUCH USE WITH ONE EXIT. ANY EXISTING DOORWAYS BEYOND THIS ALLOWANCE SHALL BE PERMANENTLY CLOSED BY REMOVING THE DOOR AND FRAME AND FILLING IN THE OPENING WITH PERMANENT CONSTRUCTION TO MATCH THE EXTERIOR WALL.
3. THE BUSINESS AND TENANT SPACE MUST COMPLY WITH GUADALUPE'S APPLICABLE BUILDING CODE AND FIRE CODE REQUIREMENTS.
4. DRIVE-THROUGH FACILITIES ARE PROHIBITED.
5. THE *MEDICAL MARIJUANA DISPENSARY* IS LIMITED TO THE HOURS OF OPERATION NOT EARLIER THAN 8:00 A.M. AND NOT LATER THAN 6:00 P.M.
6. *MEDICAL MARIJUANA* REMNANTS OR BI-PRODUCTS SHALL BE DISPOSED OF ACCORDING TO AN APPROVED PLAN AND NOT PLACED WITHIN THE FACILITY'S EXTERIOR REFUSE CONTAINERS.
7. THERE SHALL BE NO EMISSION OF DUST, FUMES, VAPORS, OR ODORS INTO THE ENVIRONMENT FROM THE PREMISE.
8. A SECURITY PLAN IS REQUIRED, WHICH SHALL INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING:
 - a. THE SINGLE DOORWAY FOR THE FACILITY SHALL PROVIDE A SECURITY VISION PANEL, EMPLOYEE SERVICE ENTRANCES AND EXITS, OR A 180 DEGREE ROTATABLE VIEWER. IF DOORWAY IS TRANSPARENT, THE DOOR SHALL BE DESIGNED WITH A MATERIAL THAT IS EITHER IMPACT RESISTANT OR RESTRICTS ENTRY BY MEANS OF A WROUGHT IRON GATE.
 - b. CLOSED CIRCUIT TELEVISION CAMERAS, OPERATING 24 HOURS A DAY, SHALL BE PROVIDED AT THE BUILDING'S EXTERIOR ENTRANCE AND INSIDE THE BUILDING AT A DESIGNATED SERVICE AREA;
 - c. ALL LIGHTING FOR THE SITE SHALL BE BROUGHT INTO CONFORMANCE WITH THE CURRENT GUADALUPE LIGHTING STANDARDS. THE BUILDING ENTRANCE OF THE BUSINESS SHALL BE ILLUMINATED FROM DUSK TILL DAWN ACTIVATED BY PHOTOCCELL RELAY TO THE LIGHTING CONTROLLER;

- d. NO ONE UNDER THE AGE OF EIGHTEEN (18) SHALL ENTER THE ESTABLISHMENT; AND
- e. THE PLAN SHALL PROVIDE FOR THE PROPER REMOVAL AND DISPOSAL OF MARIJUANA RESIDUE AND BY-PRODUCTS.

D. USE ACCEPTANCE. A ZONING ADMINISTRATIVE APPLICATION SHALL BE PROCESSED, CERTIFYING THAT ALL TOWN OF GUADALUPE REGULATIONS FOR THE *MEDICAL MARIJUANA DISPENSARY* OR *CULTIVATION/INFUSION FACILITY* ARE IN COMPLIANCE WITH THE PROVISIONS SET FORTH IN THIS ORDINANCE. THE USE SHALL NOT COMMENCE WITHOUT THE ZONING ADMINISTRATOR, OR DESIGNEE, ACCEPTANCE LETTER. THE APPLICATION SHALL INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING ITEMS:

1. A PROJECT SUBMITTAL FORM WITH APPLICABLE FEE. IN ADDITION TO ALL OTHER APPLICABLE FEES, THE APPLICANT SHALL PAY AN APPLICATION FEE OF \$5,000;
2. THE PROPERTY OWNER'S LETTER OF AUTHORIZATION FOR THE USE;
3. THE NAME AND LOCATION OF THE DISPENSARY'S OFF-SITE *MEDICAL MARIJUANA CULTIVATION FACILITY*, IF APPLICABLE;
4. A MAP SHOWING THE LOCATION IN COMPLIANCE WITH THE SEPARATION REQUIREMENTS LISTED IN ARTICLE II, PART III, B;
5. A COPY OF OPERATING PROCEDURES ADOPTED IN COMPLIANCE WITH A.R.S. 36-2804(B)(1)(C);
6. A SITE PLAN;
7. A FLOOR PLAN OF THE BUILDING OR TENANT SPACE;
8. IF APPLICABLE, BUILDING PERMITS, WHICH REQUIRE A SEPARATE SUBMITTAL, IN COMPLIANCE WITH GUADALUPE'S BUILDING CODE AND FIRE CODE;
9. A SECURITY PLAN, IN COMPLIANCE WITH ARTICLE II, PART III
10. PROOF THAT THE APPLICANT IS A REGISTERED NON-PROFIT ENTITY AS DEFINED BY THE ARIZONA REVISED STATUTES A.R.S. §36-26801(J) AND A.R.S. §36-2806.

SECTION II. DEFINITIONS, LEGISLATIVE INTENT, AND PENALTIES

A. The following definitions shall apply to this Ordinance:

1. **MEDICAL MARIJUANA.** All parts of the genus cannabis whether growing or not, and the seed of such plants that may be administered to treat or alleviate a qualifying patient's debilitating medical condition or symptoms associated with the patient's debilitating medical condition.
 2. **MEDICAL MARIJUANA CULTIVATION OR INFUSION.** Cultivation is the process by which a person grows a marijuana plant. A facility shall mean a building, structure or premises used for the cultivation or storage of medical marijuana that is physically separate and off-site from a medical marijuana dispensary. Infusion is the process by which medical marijuana (cannabis) is incorporated into consumable edible goods by cooking or blending.
 3. **MEDICAL MARIJUANA DISPENSARY.** A non-profit entity defined in A.R.S. §362801(11), that sells, distributes, transmits, gives, dispenses, or otherwise provides medical marijuana to qualifying patients.
 4. **MEDICAL MARIJUANA QUALIFYING PATIENT.** A person who has been diagnosed by a physician as having a debilitating medical condition as defined in A.R.S. §36-2801.13.
- B.** That certain document known as the Zoning Ordinance of the Town of Guadalupe is hereby adopted and incorporated herein by reference as if set forth in full.
- C.** It is the intent of the Guadalupe Town Council that this Ordinance shall be an amendment to the existing Zoning Ordinance of the Town of Guadalupe and to the extent that any provision of this Ordinance shall conflict with the Town Code of Guadalupe, the Zoning Ordinance or prior amendments to the Zoning Ordinance set forth in Ordinance No. 36 and Ordinance 89-06, this Ordinance shall prevail. All other provisions of the Town Code, the Town Zoning Ordinance, Ordinance No. 36 as amended by Ordinance 89-06 and Ordinance 89-06 not in conflict with this Ordinance shall be fully enforced.
- D.** Nothing herein shall be construed to allow or permit a person to engage in, nor does it prevent the imposition of any civil, criminal or other penalty for engaging in the following conduct prohibited by the Arizona Revised Statutes, A.R.S. §36-2802.
1. Undertaking any task under the influence of marijuana that would constitute negligence or professional malpractice.
 2. Possessing or engaging in the medical use of marijuana:
 - a. On a school bus
 - b. On the grounds of any preschool or primary or secondary school
 - c. In any correctional facility

3. Smoking marijuana:
 - a. On any form of public transportation
 - b. In any public place
 4. Operating, navigating or being in actual physical control of any motor vehicle, aircraft or motorboat while under the influence of marijuana except the registered qualifying patient shall not be considered to be under the influence of marijuana solely because of the presence of metabolites or components of marijuana that appear in insufficient concentration to cause impairment.
 5. Using marijuana except as authorized by law.
- E.** Final passage of this Ordinance by the Town Council of Guadalupe shall not be construed to rescind or revoke the authority of a marijuana dispensary or a marijuana infusion facility to continue its lawful operation providing it has been issued all of the following:
1. Town of Guadalupe business license and privilege tax license, zoning clearance letter, final occupancy permit; and
 2. Arizona Department of Health Marijuana Dispensary Registration Certificate, and/or Arizona Department of Health Certificate for a Marijuana Infusion Facility, and Arizona Department of Health approval to operate a Marijuana Dispensary and/or approval to operate a Marijuana Infusion Facility, and/or amended Arizona Department of Health Dispensary Registration Certificate.
 3. If at the time of passage of this Ordinance the holder of an Arizona Department of Health Medical Marijuana Registration Certificate, or an Amended Arizona Medical Marijuana Registration Certificate, Arizona Department of Health Certificate for a Medical Marijuana Infusion Facility has an application pending before the Arizona Department of Health requesting a permit to operate a Medical Marijuana Dispensary and/or a Medical Marijuana Infusion Facility and the holder has obtained from the Town of Guadalupe a zoning clearance letter, a temporary or final occupancy permit, and in the opinion of the Zoning Administrator the Applicant has expended significant sums of money in reliance on the zoning clearance letter or other preliminary documents the Zoning Administrator may consider the Application as being “grandfathered” and upon receipt of final documents from the Arizona Department of Health approving the operation issue any final permits required by the Town of Guadalupe to operate the dispensary or the infusion facility.
 4. Should the holder of any such Certificate disagree with the decision of the Zoning Administrator concerning “grandfathered” status, the Holder may file a notice of appeal to the Town of Guadalupe Town Council. Said Notice of Appeal shall be filed with the Town Clerk not later than ten (10) business days after receipt of the

decision. The Council shall hear the appeal at a special or regular Council meeting not less than ten (10) nor more than thirty (30) days after receipt of the Notice of Appeal unless a different time period is mutually agreed upon.

- F.** Should any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Town Code or the Town Zoning Ordinance adopted herein, be found to be invalid or unconstitutional by any Court of competent jurisdiction, such ruling shall not affect the validity of the remaining portions thereof.
- G.** Any violation of this Ordinance shall be punishable as a class one misdemeanor punishable by a fine not to exceed \$2,500 and a jail term not to exceed six months. F. This Ordinance shall take effect 30 days after passage by the Guadalupe Town Council.

PASSED and ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, this 23rd day of March, 2017.

ATTEST:

TOWN OF GUADALUPE,
Arizona Municipal Corporation

/s/ Robert Thaxton
Robert Thaxton, Acting Town Clerk
and Interim Town Manager

/s/ Valerie Molina
Valerie Molina, Mayor

APPROVED AS TO FORM:

/s/ David E. Ledyard
David E. Ledyard, Esq.
Town Attorney

Dunkin'

Dairy Queen Grill & Chill

E Thomas Rd





PROPOSED TOWN OF GUADALUPE – 2020 GAMING GRANTS REQUESTS – MARCH 26, 2020

| • Tribe / Community / Nation | 2020 Proposed Amount | Town Dept. | Purpose | New Request? |
|-------------------------------|----------------------|-----------------------|--|--------------|
| • Ak-Chin | \$70K | Fire | Active Shooter Training | Yes |
| • Ak-Chin | \$40K | Community Development | Small Business Assistance | |
| • Ak-Chin Total | \$110K | | | |
| • Fort McDowell | \$60K | Fire | Heart Monitors (2) | Yes |
| • Fort McDowell Total | \$60K | | | |
| • | | | | |
| • Gila River | \$25K | CAP | Family Assistance Resources | No |
| • Gila River Total | \$25K | | | |
| • | | | | |
| • Pascua Yaqui | \$65K | Public Safety | Cultural Event Staffing | No |
| • Pascua Yaqui Total | \$65K | | | |
| • | | | | |
| • Tohono O’odham | \$25K | Public Works | Utility Equipment: walker, chipper, sweeper, cherry picker | No |
| • Tohono O’odham Total | \$25K | | | |
| • Overall Total | \$285K | | | |

RESOLUTION NO. R2020.08

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR A GRANT FROM THE AK-CHIN INDIAN COMMUNITY FOR FIREFIGHTER ACTIVE SHOOTER TRAINING AND SMALL BUSINESS ASSISTANCE RESOURCES. .

WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory act, Public Law 100-497, 25 U.S.C. §2701-2721 and 18 U.S.C. §1166-1168 (the "Act") which requires a tribal state compact in order to conduct Class 111 gaming activities on the Indian lands of a tribe; and

WHEREAS, the Ak-Chin Indian Community has entered into a gaming contract with the State of Arizona and said compact requires that the Ak-Chin Indian Community contributes to Arizona communities for governmental services that benefit the general public such as public safety, mitigation of the impacts of gaming, etc., or promotion of commerce and economic development; and

WHEREAS, the Town of Guadalupe, Arizona, has a substantial population of Native Americans and other minorities and is in need of financial assistance for Firefighter active shooter training and Small Business Assistance Resources. ; and

WHEREAS, the following needs have been identified:

| | |
|--|----------|
| Public Safety (Firefighter Active Shooter Training): | \$70,000 |
| Small Business Resources: | \$40,000 |

WHEREAS, these needs have been identified as most pressing; and, that any grant monies received from the Ak-Chin Indian Community would be restricted to these needs; and

WHEREAS, it would be appropriate for Town staff to submit a grant funding request to the Ak-Chin Indian Community in the sum of \$110,000 for the aforementioned needs.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA AS FOLLOWS:

Town staff is directed to submit an application for grant funds in the sum of \$110,000 to the Ak-Chin Indian Community; and, that said funds shall be restricted to the needs set forth in this resolution.

DATED, this 26th day of March, 2020.

Valerie Molina, Mayor

ATTEST:

APPROVED AS TO FORM:

Jeff Kulaga, Town Manager / Clerk

David E. Ledyard, Town Attorney

RESOLUTION NO. R2020.09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING AN APPLICATION FOR A GRANT FROM THE FORT MCDOWELL YAVAPAI NATION FOR THE PURCHASE OF TWO HEART MONITORS FOR USE BY THE TOWN OF GUADALUPE FIRE DEPARTMENT

WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory act, Public Law 100-497, 25 U.S.C. §2701-2721 and 18 U.S.C. §1166-1168 (the "Act") which requires a tribal state compact in order to conduct Class 111 gaming activities on the Indian lands of a tribe; and

WHEREAS, the Fort McDowell Yavapai Nation has entered into a gaming contract with the State of Arizona and said compact requires that the Fort McDowell Yavapai Nation contributes to Arizona communities for governmental services that benefit the general public such as public safety, mitigation of the impacts of gaming, etc., or promotion of commerce and economic development; and

WHEREAS, the Town of Guadalupe, Arizona, has a substantial population of Native Americans and other minorities and is in need of financial assistance to purchase two heart monitors; and

WHEREAS, the following needs have been identified:

Firefighter Heart Monitors (2) \$60,000

WHEREAS, these needs have been identified as most pressing; and, that any grant monies received from the Fort McDowell Yavapai Nation would be restricted to these needs; and

WHEREAS, it would be appropriate for Town staff to submit a grant funding request to the Fort McDowell Yavapai Nation in the sum of \$60,000 for the aforementioned needs.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA AS FOLLOWS:

Town staff is directed to submit an application for grant funds in the sum of \$60,000 to the Fort McDowell Yavapai Nation; and, that said funds shall be restricted to the needs set forth in this resolution.

DATED this 26th day of March, 2020.

Valerie Molina, Mayor

APPROVED AS TO FORM:

David E. Ledyard, Town Attorney

ATTEST:

Jeff Kulaga, Town Manager / Clerk

RESOLUTION NO. R2020.10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING AN APPLICATION FOR A GRANT FROM THE GILA RIVER INDIAN COMMUNITY TO FUND FAMILY ASSISTANCE RESOURCES.

WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory act, Public Law 100-497, 25 U.S.C. §2701-2721 and 18 U.S.C. §1166-1168 (the "Act") which requires a tribal state compact in order to conduct Class 111 gaming activities on the Indian lands of a tribe; and

WHEREAS, the Gila River Indian Community has entered into a gaming contract with the State of Arizona and said compact requires that the Gila River Indian Community contributes to Arizona communities for governmental services that benefit the general public such as public safety, mitigation of the impacts of gaming, etc., or promotion of commerce and economic development; and

WHEREAS, the Town of Guadalupe, Arizona, has a substantial population of Native Americans and other minorities and is in need of assistance to fund family assistance resources; and

WHEREAS, the following needs have been identified:

| | |
|-----------------------------|----------|
| Family Assistance Resources | \$25,000 |
|-----------------------------|----------|

WHEREAS, these needs have been identified as most pressing; and, that any grant monies received from the Gila River Indian Community would be restricted to these needs; and

WHEREAS, it would be appropriate for Town staff to submit a grant funding request to the Gila River Indian Community in the sum of \$25,000 for the aforementioned needs.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA AS FOLLOWS:

Town staff is directed to submit an application for grant funds in the sum of \$25,000 to the Gila River Indian Community; and, that said funds shall be restricted to the needs set forth in this resolution.

DATED, this 26th day of March, 2020.

Valerie Molina, Mayor

ATTEST:

APPROVED AS TO FORM:

Jeff Kulaga, Town Manager / Clerk

David E. Ledyard, Town Attorney

RESOLUTION NO. R2020.11

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR A GRANT FROM THE PASCUA YAQUI TRIBE TO FUND PUBLIC SAFETY SPECIAL EVENT PERSONNEL.

WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory act, Public Law 100-497, 25 U.S.C. §2701-2721 and 18 U.S.C. §1166-1168 (the "Act") which requires a tribal state compact in order to conduct Class 111 gaming activities on the Indian lands of a tribe; and

WHEREAS, the Pascua Yaqui Tribe has entered into a gaming contract with the State of Arizona and said compact requires that the Pascua Yaqui Tribe contributes to Arizona communities for governmental services that benefit the general public such as public safety, mitigation of the impacts of gaming, etc., or promotion of commerce and economic development; and

WHEREAS, the Town of Guadalupe, Arizona, has a substantial population of Native Americans and other minorities and is in need of funding assistance to fund special event public safety personnel; and

WHEREAS, the following needs have been identified:

Public Safety (special event personnel): \$65,000

WHEREAS, these needs have been identified as most pressing; and, that any grant monies received from the Pascua Yaqui Tribe would be restricted to these needs; and

WHEREAS, it would be appropriate for Town staff to submit a grant funding request to the Pascua Yaqui Tribe in the sum of \$65,000 for the aforementioned needs.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA AS FOLLOWS:

Town staff is directed to submit an application for grant funds in the sum of \$65,000 to the Pascua Yaqui Tribe; and, that said funds shall be restricted to the needs set forth in this resolution.

DATED this 26th day of March, 2020.

Valerie Molina, Mayor

ATTEST:

APPROVED AS TO FORM:

Jeff Kulaga, Town Manager / Clerk

David E. Ledyard, Town Attorney

RESOLUTION NO. R2020.12

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR A GRANT FROM THE TOHONO O'ODHAM NATION FOR FINANCIAL ASSISTANCE FOR REPLACEMENT PUBLIC WORKS EQUIPMENT.

WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory act, Public Law 100-497, 25 U.S.C. §2701-2721 and 18 U.S.C. §1166-1168 (the "Act") which requires a tribal state compact in order to conduct Class 111 gaming activities on the Indian lands of a tribe; and

WHEREAS, the Tohono O'odham Nation has entered into a gaming contract with the State of Arizona and said compact requires that the Tohono O'odham Nation contributes to Arizona communities for governmental services that benefit the general public such as public safety, mitigation of the impacts of gaming, etc., or promotion of commerce and economic development; and

WHEREAS, the Town of Guadalupe, Arizona, has a substantial population of Native Americans and other minorities and is in need of financial assistance for one fire truck payment; and

WHEREAS, the following need has been identified:

Public Works (replacement public works equipment): \$25,000

WHEREAS, these needs have been identified as most pressing; and, that any grant monies received from the Tohono O'odham Nation would be restricted to these needs; and

WHEREAS, it would be appropriate for the Town staff to submit a grant funding request to the Tohono O'odham Nation in the sum of \$25,000 for the aforementioned needs.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA AS FOLLOWS:

Town staff is directed to submit an application for grant funds in the sum of \$25,000 to the Tohono O'odham Nation; and, that said funds shall be restricted to the needs set forth in this resolution.

DATED this 26th day of March, 2020.

Valerie Molina, Mayor

ATTEST:

APPROVED AS TO FORM:

Jeff Kulaga, Town Manager / Clerk

David E. Ledyard, Town Attorney



COVID -19 Action Steps:

prepared March 24, 2020

TOWN SERVICE DELIVERY – as of March 19, 2020:

- Preparation, Planning, Precautions:
- Reasonable measures, at scale.
- Follow CDC and Governor’s March 15, 2020 direction:
 - No gatherings of more than 50 people.
 - No small groups of more than 10 people.
 - Maintain a minimum of 6 feet of distance between you and others – respect social distancing.
 - Wash your hands!
 - Please help reduce the spread
- Protect the public health of the Guadalupe community and slow the spread of COVID-19:

| Impacts to consider: | Recommendations: (subject to change based on conditions) |
|-----------------------------------|---|
| Gatherings / Events | |
| Party permits | Permit events only scheduled after May 8 th |
| Mercado public and private events | Permit events both public and private only scheduled after May 8 th Current events reschedule or cancelled with full refunds |
| Little League | POSTPONED to May 11 th |
| Dia del Nino – April 2th | CANCELLED |
| Car show | Reschedule to fall. Scheduling date |
| Biehn Park reservations | Permit play only scheduled after May 8 th |
| Cuaresma | Non-religious / non- ceremonial events cancelled: Puestos, fireworks, carnival. |
| Council meetings: Next 4/23 | Reduce audience by Councilmember telephonic access, reduce staff. Turn speakers on in lobby Continue, monitor crowd size. Broadcast meetings of Facebook. |
| Town Hall Operations | |
| Town hall – lobby | Remain open – limit to business purposes. |
| Town hall - bathrooms | Remain open |
| Town hall - phone | Removed |
| Town hall – water fountain | Shut off |
| Town Department Operations | |
| Cap. - food distribution: | <ul style="list-style-type: none"> • Restructured food distribution / planning for more demand with less supply. • Limit people in CAP offices. • due to limited food supplies and donations: CAP beginning Monday, March 23 will offer weekly food distribution only on Tuesday’s beginning at 7:30 AM and now Thursdays at 10:30 AM. |

| | |
|----------------|---|
| | <ul style="list-style-type: none"> • Daily food distributions and drop in food distribution are discontinued until further notice. • Rental and utility assistance by appointment only • General assistance by appointment only |
| Senior center | <p>Extend closure to April 10th to coincide with school closures.</p> <ul style="list-style-type: none"> • Lunches still served: carry out and home delivery • Assist with CAP needs • Minor repairs and cleaning continues |
| Fire | Monitor and acquiring supplies / Firefighters health & risk |
| Courts | <ul style="list-style-type: none"> • Limit appearances • Move to telephonic • Reroute court customers through Chamber |
| MCSO | Follow MCSO HR direction / Deputy health & risk |
| Public works | Continue operations – watchful protocols |
| Administration | <ul style="list-style-type: none"> • Essential staff – watchful protocols • Communicating with League of Cities and Towns • Communicating with area cities and towns • Communicating with ADOT, MAG • Preparing proposed budget • Maintaining on-going public service as time and conditions allow. |
| Library | CLOSED – thru 4/10 |
| Headstart | Remains open – no students |
| DES | CLOSED – thru 3/30 |