



*****DUE TO COVID-19, SEATING CAPACITY IS LIMITED TO NO MORE THAN 10 ATTENDEES*****

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

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

THURSDAY, JUNE 11, 2020
6:00 P.M.

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

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Town of Guadalupe Council and to the general public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, June 11, 2020, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. INVOCATION/PLEDGE OF ALLEGIANCE

D. APPROVAL OF MINUTES

1. Approval of the May 28, 2019, Town Council Regular Meeting Minutes.

E. CALL TO THE PUBLIC: An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item, unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.

F. MAYOR and COUNCIL PRESENTATIONS: None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

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

2. MARICOPA COUNTY COMMUNITY DEVELOPMENT ADVISORY COMMITTEE APPOINTEE RECOMMENDATIONS: Councilmembers will consider making a recommendation to the Maricopa County Board of Supervisors to appoint a primary representative and an alternate representative, both of which are elected officials, to serve on the Maricopa County Community Development Advisory Committee. The term of office is July 1, 2020 to June 30, 2022. Council may provide direction to the Town Manager / Clerk.



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3. **COMMUNITY PARTNERS (RESOLUTION NO. R2020.22):** Council will consider and may adopt a resolution designating the Conrado F. Bilducia American Legion Post 124 and the Pascua Yaqui Tribe as Community Partners, and how that relates to the rental of the Mercado patio and Multi-purpose Room. Council may provide direction to the Town Manager / Clerk.

4. **TELECOMMUNICATIONS LICENSE AGREEMENT WITH ZAYO GROUP LLC:** Council will consider and may take action to approve a License Agreement (C2020-20) with Zayo Group LLC to permit wired facilities in the right-of-way for telecommunications purposes pursuant to Town Code Chapter 16C. This master license agreement request complies with Town Council adopted wired facilities and right-of-way regulations ordinances, 2017 State legislation, and related Federal Communications Commission rules. Council may provide direction to the Town Manager / Clerk.

5. **DISPOSITION OF OUTSTANDING CIVIL COURT CASES:** Council will receive a report concerning the Tempe-Guadalupe Court intergovernmental agreement and the required and necessary disposition of old, post adjudicated, civil court cases with outstanding fines; and, possible options for such disposition. Council may provide direction to the Town Manager / Clerk. *(there is no material for this agenda item)*

6. **12% REVENUE SHARING / GAMING GRANT SUPPORT LETTER PROCESS:** Council will receive a report of recent requests by various organizations seeking a letter from the Town in support of the organization's 12% revenue sharing grant request for inclusion in their application packets. Council may provide direction to the Town Manager / Clerk.

7. **CENSUS 2020 UPDATE:** Council will receive an update from Town staff regarding the current Town of Guadalupe census response rates and the importance of the census to the community. Council may provide direction to the Town Manager / Clerk.

H. TOWN MANAGERS' COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



June 8, 2020

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: June 11, 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:

D1. MAY 28, 2020 REGULAR COUNCIL MEETING MINUTES. (Pages 6-9)

G1. 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 (COVID-19). In response to the pandemic, modified Town services became effective April 6, 2020, and notifications of such have been posted electronically as well as at various municipal facilities. These modified services are the most current efforts by the Town and will remain in effect until further notice. Attached is a summary of the AZCares Fund Allocations, where the Town of Guadalupe received \$767,282 to assist with COVID-19 related needs and expenditures. (Pages 10-13)

G2. COMMUNITY DEVELOPMENT ADVISORY COMMITTEE APPOINTEE RECOMMENDATIONS (CDAC): The CDAC recommends Community Development Block Grant (CDBG) project funding and oversight of the Maricopa County Urban County CDBG Program. The governing body of each participating municipality in Maricopa Urban County may choose two elected officials, a primary representative and an alternate. The appointee recommendations are forwarded to the Maricopa County Board of Supervisors for consideration. The Maricopa County Board of Supervisors make appointments to the CDAC. The CDAC meets the second Wednesday of each month at 6:30 PM; and, the term of office is July 1, 2020 to June 30, 2022. Currently, Vice Mayor Vital and Councilmember Sánchez serve on the CDAC. (Page 14)

G3. COMMUNITY PARTNERS (RESOLUTION NO. R2020.22): Resolution No. R2020.22 memorializes the June 14, 2018 and May 9, 2019, Regular Council Meeting actions where Councilmembers approved designating Conrado F. Biducia American Legion Post 124 and the Pascua Yaqui Tribe as Community Partners, and how that relates to the rental of the Mercado patio and multipurpose room. Rental fees for the patio and multipurpose room are waived; however, public safety and insurance fees apply. If adopted, this resolution will remain in effect July 1, 2020 – June 30, 2021. (Page 15)

G4. TELECOMMUNICATIONS LICENSE AGREEMENT WITH ZAYO GROUP LLC: Zayo Group LLC (Zayo) submitted an application to the Town to install and operate wired facilities in the right-of-way (ROW) pursuant to A.R.S. Section 9-581 *et seq.* and Town Code Chapter 16C. Since 1996, Arizona municipalities have been largely preempted by the State Legislature with respect to access to public rights-of-way by telecommunications corporations and fees that may be imposed on telecommunications corporations for use of the rights-of-way. The principal provisions of the proposed license are:

- The license is for wired facilities in the ROW. It does not authorize small wireless facilities on streetlight poles, which is governed by a different statute and are governed by Chapter 16A of the Town Code. Any above-ground facilities (such as pedestals) would have to be approved by the Town Manager.
- Exhibit A is a route map showing the locations of facilities.
- Zayo will install fifty-seven (57) linear feet of trench and fiber filled conduit in the ROW.

- To the extent Zayo is providing interstate telecommunications services or dark fiber, it will pay an annual fee of \$2.10 per linear foot of trench in the ROW. If Zayo is only providing intrastate services, the Town may only collect transaction privilege taxes. Zayo paid an application fee of \$2,500.
- Licensee has to maintain mapping information when it installs facilities and provide that to the Town in electronic format.
- Licensee is responsible for any environmental contamination it or its contractors may cause.
- The license does not authorize cable television facilities or small cell antennas in the ROW.
- If any facilities are abandoned by Licensee, the Town may require that they be removed or the Town may permit them to stay in place, at its option.
- The term of the license is 5 years.
- The license may be revoked for violation of its terms, except that there is a 60 day cure period.
- If the Town requires it for a public purpose, Licensee must relocate its facilities in the ROW at its cost.

(Pages 16-42)

G5. DISPOSITION OF PENDING CASES: As part of the transfer of court services to the City of Tempe through the Council approved IGA of May 14, 2020 (C2020-17), the City of Tempe requested that all pending, outstanding, and/or aged cases be resolved prior to July 1, 2020. The City of Tempe will begin providing court administrative services on behalf of the Town of Guadalupe on July 1, 2020. Presently, approximately 568 pending cases remain open. Council will receive a summary of these 568 prepared by the Town of Guadalupe Court in a separate transmittal. It is likely that most are uncollectable or the cost of collections would exceed the actual collected amounts. As such, this becomes a cost/benefit decision for the Council of: Is it worth the investment to collect? Further, any Council recommendation would be forwarded to the Administrative Office of the Courts (AOC) for their action. Town Attorney and Town Manager seek direction. *(there is no material for this agenda item)*

G6. 12% SHARED REVENUE / GAMING GRANT SUPPORT LETTER REQUEST PROCESS: Over the past month, the Town has received three requests from three organizations desirous of receiving a support letter from the Town for their organization's grant application to the Pascua Yaqui Tribe for 12% shared revenues. The three are:

1. Conrado F. Bilducia American Legion Post 124
2. Guadalupe Historical Society
3. Pascua Yaqui Neighborhood Association, Inc.
4. Guadalupe Outreach / Lions Club

As a community partner, a letter of support from the Town Manager was given to the Post. The remaining two organizations have requested letters from the Mayor. Some thoughts to consider, should criteria be developed:

Does the organization benefit the Town and its community? If so, how? If so, any focused group? Youth? Elders? Is the organization well established, with an identified mission, Board of Directors, active 501(c)3?

Should Council want to approve, a two week lead time is needed to schedule for a Council meeting. As a result, seeking a letter with a few day turnaround will not be accommodated. (Pages 43-47)

G7. CENSUS 2020 UPDATE: Town staff will provide an update regarding Guadalupe's response rate. As the attached map indicates, Guadalupe's response rate is lagging behind county, state, and national rates.

Key dates:

- July 1 - September 3: Census takers will work with administrators at colleges, senior centers, prisons, and other facilities that house large groups of people to make sure everyone is counted.
- August 11 – October 31: Census takers will interview homes that haven't responded to the 2020 Census to help make sure everyone is counted.

- December: The Census Bureau will deliver apportionment counts to the President and Congress, as required by law.
- March 31, 2021: By this date, the Census Bureau will send redistricting counts to the states. This information is used to redraw legislative districts based on population changes.

Important: Census populations determine the allocation of federal funding and electoral districts based on where populations increase or decrease. The results of the 2020 Census will help determine how hundreds of billions of dollars in federal funding flow into communities every year, for the next decade. That funding shapes many different aspects of every community, no matter the size, no matter the location. This includes highway planning and street construction, how money is allocated for the Head Start program, and for grants that support teachers and education programs. (Page 48)



Minutes Town Council Regular Meeting May 28, 2020

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
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Gloria Cota
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Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, May 28, 2020, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

A. CALL TO ORDER

Mayor Molina called the meeting to order at 6:00 p.m.

B. ROLL CALL

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

Councilmembers Absent: Councilmember Elvira Osuna and Councilmember Joe Sánchez

Staff Present: Jeff Kulaga – Town Manager / Clerk, Wayne Clement – Fire Chief, Jennifer Drury – Assistant to the Town Manager, David Ledyard – Town Attorney (*participated via video conference*)

C. INVOCATION/PLEDGE OF ALLEGIANCE

Mayor Molina called for a moment of silence in honor of community members impacted by COVID-19. Mayor Molina then led the Pledge of Allegiance.

D. APPROVAL OF MINUTES – None.

E. CALL TO THE PUBLIC: No one spoke.

F. MAYOR and COUNCIL PRESENTATIONS – None.

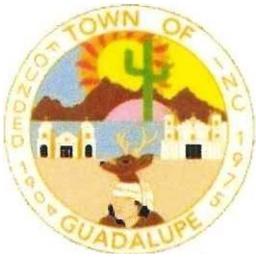
G. DISCUSSION AND POSSIBLE ACTION ITEMS:

3. DECLARING TOWN CODE OF ORDINANCES AS A PUBLIC RECORD (RESOLUTION NO. R2020.18) (*item taken out of order*)

Jeff Kulaga, Town Manager / Clerk, stated that staff has updated the Town Code to include nearly 30 years of revisions. The recommended action is to adopt the resolution, declaring the Town Code a public record. If adopted, the resolution would become effective July 1, 2020.

Motion by Councilmember Bravo to approve agenda item G3; second by Vice Mayor Vital. Motion passed unanimously on a voice vote 5-0.

Councilmembers adopted RESOLUTION NO. R2020.18 declaring the Town of Guadalupe Code of Ordinances as a public record. (*related to agenda items G 1 & 2*)



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1. PUBLIC HEARING – TOWN CODE OF ORDINANCES CODIFICATION (ORDINANCE NO. O2020.22) *(item taken out of order)*

Jeff Kulaga, Town Manager / Clerk, stated that on April 23, 2020, Council adopted 19 ordinances. Staff recommends adoption of the ordinance to codify the Town Code.

Motion by Vice Mayor Vital to open the public hearing; second by Councilmember Bravo. Motion passed unanimously on a voice vote 5-0.

Mayor Molina opened the public hearing. No community members spoke.

Motion by Vice Mayor Vital to close the public hearing; second by Councilmember Bravo. Motion passed unanimously on a voice vote 5-0.

Held a public hearing to receive public comment regarding adoption of the Town Code of Ordinances in its entirety. Per the American Legal Publishing Corporation, codifying includes removing repealed or obsolete ordinances and editing for proper grammar, consistency and clarity. Codifying also encompasses formatting the material into user-friendly titles, chapters and sections, and supplementing with new ordinances. The result is one body of current, enforceable law. *(related to agenda item G2)*

2. TOWN CODE OF ORDINANCES CODIFICATION (ORDINANCE NO. O2020.22) *(item taken out of order)*

Jeff Kulaga, Town Manager / Clerk, stated that the codification preparation process incorporated ordinances dating back to 1989, to the current date.

Motion by Vice Mayor Vital to approve agenda item G2; second by Councilmember Gloria Cota. Motion passed unanimously on a voice vote 5-0.

Councilmembers adopted ORDINANCE NO. O2020.22 to codify the Town Code of Ordinances in its entirety. The process to compile all of the Town ordinances, including subsequent amendments, for the past 30 years, began in 2016. American Legal Publishing Corporation will provide on-going administration of the codification of ordinances and resolutions that impact the Town Code. The Town Code will become effective and available on-line in a searchable and accessible format beginning July 1, 2020. *(related to agenda item G1)*

4. COUNCIL MEETING SCHEDULE, JUNE – DECEMBER, 2020

Jeff Kulaga, Town Manager / Clerk, stated that staff recommends cancelling the July 9, 2020, Regular Council Meeting, and scheduling a Regular Council Meeting for Thursday, June 4, 2020. Tentative budget approval is scheduled for June 4, with final budget adoption scheduled for June 25, 2020. COVID-19 has impacted the Town Council meeting schedule.

Councilmembers directed staff to cancel the July 9, 2020, Regular Council Meeting, and to schedule a Regular Council Meeting for Thursday, June 4, 2020.

5. COVID-19 ACTION UPDATE

Jeff Kulaga, Town Manager / Clerk, provided an update regarding current steps taken to safe guard public health and safety in response to the Coronavirus and its impact to Town services as follows:

- While Town Hall is closed, staff remains available via telephone, e-mail, and by appointment.
- Town Hall will be open on for three hours on Tuesday mornings and 3 hours on Wednesday afternoons. Masks will be provided to customers; plexiglas has been installed at the reception desk; and, the restrooms in the lobby will remain closed.
- No party permits will be approved until August 1.



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- No events will be scheduled at the Mercado prior to August 1.
- Staff is in the process of upgrading technology for Council meetings.
- June 9, 2020 – Community Action Program food distribution will resume.
- The Senior Center closure has been extended to June 6. Two staff members are self-quarantining due to COVID-19 concerns. Test results are pending.
- Senior congregate meal service has been suspended for two weeks.
- Home meal deliveries to senior residents continues.
- Yesterday, 53 individuals were tested for COVID-19 at Town Hall; and, 176 community members were tested in the Mercado multi-purpose room. Additional testing will occur tomorrow. The process requires pre-registration.
- The Maricopa County Health Department is working on providing data on the number of COVID-19 cases that exist in Guadalupe. No addresses will be provided.
- Fire Department continues to respond to calls where individuals have tested positive for COVID-19.
- Staff is working with the County to identify hotels that might offer temporary quarantine accommodations, if needed.
- Staff is working with the Pascua Yaqui Tribe and various other agencies to provide food boxes and hygiene products.
- Community education and outreach efforts are improving. A trusted voice could serve as a liaison to the community during this process.
- The Town will be given \$75,000 in Community Development Block Grant funding to be used for COVID-19 related needs. \$6,000 will be allocated for supplies, \$20,000 will be allocated for lodging accommodations, and the remaining funds will be used for rental and utility assistance for families.
- Arizona received a \$1.8 billion stimulus package. The state has determined that funding will be allocated based on population. As a result, Guadalupe will receive approximately \$761,000 in stimulus funding. Funding will be used for public safety and staffing needs. This will decrease the amount of General Fund cash reserves needed to balance the budget.
- Hero's Act funding has been eliminated.
- Smart Act - \$500 billion is being considered by the federal government for COVID-19 relief.
- He participates in weekly conference calls with local, state, and federal officials regarding COVID-19.

Councilmembers thanked the Pascua Yaqui Tribe and County officials for partnering with the Town to provide COVID-19 testing. Pre-registration is required. Free testing is also available at various locations throughout Arizona. The Town also received a donation of 2,000 masks.

A Councilmember requested that sanitizer be used in Town Hall when it is reopened on June 1. Mr. Kulaga clarified that the Senior Center is closed until July 6. Mr. Kulaga stated that he will follow up with Veronica Mutz, Senior Center Director, regarding the process to sign up for senior meal delivery service.

A Councilmember stated that the Town's FaceBook page provides COVID-19 testing information. Residents can request care packages. The City of Tempe Care 7 team has donated various supplies for the care packages.

A Councilmember voiced concern about an upcoming funeral where there could be a gathering of up to 100 individuals. The Mayor and Vice Mayor were commended for the work they are doing to educate the community about COVID-19 and to provide care packages to community members.

In response to a question, Mr. Kulaga stated that staff is working on securing a list of resources available to the community members concerning COVID-19 and its impacts.

There is no material for this agenda item.



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H. TOWN MANAGERS' COMMENTS

Jeff Kulaga, Town Manager / Clerk

- o May 27, 2020 – Tempe City Council approved the intergovernmental agreement with the Town of Guadalupe for Tempe to provide court administration services for the Town of Guadalupe. The transition of court administration will become effective July 1, 2020.

I. COUNCILMEMBERS' COMMENTS

Councilmember Gloria Cota

- o Thanked staff for the technology provided during the meeting.

Councilmember Bravo

- o Thanked staff for their work.
- o Thankful for the funding coming from the State.
- o Praying for all that are impacted by COVID-19. Practice social distancing.
- o Thanked staff for their work.

Councilmember Anita Cota

- o Thanked staff for their work.
- o Tall weeds in an alley pose a fire hazard.

Vice Mayor Vital

- o Participate in the Census. Guadalupe's response rate is at 45%.
- o Thoughts and prayers are with those impacted by COVID-19.

Mayor Molina

- o Continue social distancing, 6' from one another; wear a mask when possible; wash your hands and refrain from large gatherings.

J. ADJOURNMENT

Motion by Vice Mayor Vital to adjourn the Regular Council Meeting; second by Councilmember Bravo. Motion passed unanimously on a voice vote 5-0.

The meeting was adjourned at 6:51 p.m.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the May 28, 2020, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Jeff Kulaga, Town Manager / Town Clerk



AZCARES FUND ALLOCATIONS

CITY/TOWN/COUNTY	POPULATION*	AZCARES FUND ALLOCATION
Apache County	61,456	\$7,055,552
Eagar	4,941	\$567,259
St. Johns	3,512	\$403,201
Springerville	1,978	\$227,087
TOTAL APACHE COUNTY POPULATION	71,887	
Cochise County	50,007	\$5,741,132
Benson	4,880	\$560,257
Bisbee	5,225	\$599,865
Douglas	16,193	\$1,859,063
Huachuca City	1,736	\$199,305
Sierra Vista	43,045	\$4,941,849
Tombstone	1,303	\$149,593
Willcox	3,533	\$405,612
TOTAL COCHISE COUNTY POPULATION	125,922	
Coconino County	52,978	\$6,082,222
Flagstaff	75,038	\$8,614,855
Fredonia	1,281	\$147,068
Page	7,529	\$864,379
Sedona**	2,822	\$323,985
Tusayan	580	\$66,588
Williams	3,248	\$372,892
TOTAL COCONINO COUNTY POPULATION	143,476	
Gila County	25,791	\$2,960,977
Globe	7,347	\$843,484
Hayden**	631	\$72,443
Miami	1,780	\$204,356
Payson	15,813	\$1,815,437
Star Valley	2,308	\$264,974
Winkelman**	348	\$39,953
TOTAL GILA COUNTY POPULATION	54,018	
Graham County	21,096	\$2,421,960
Pima	2,558	\$293,676
Safford	9,983	\$1,146,114
Thatcher	5,200	\$596,995

TOTAL GRAHAM COUNTY POPULATION		38,837
*US Census Bureau, 2019 Estimated		
**City/town boundaries are in two (2) counties, total combined allocation is listed on last page		
CITY/TOWN/COUNTY	POPULATION*	AZCARES FUND ALLOCATION
Greenlee County	5,002	\$574,263
Clifton	3,708	\$425,703
Duncan	788	\$90,468
TOTAL GREENLEE COUNTY POPULATION		9,498
La Paz County	14,138	\$1,623,136
Parker	3,207	\$368,185
Quartzsite	3,763	\$432,018
TOTAL LA PAZ COUNTY POPULATION		21,108
Maricopa County	325,615	*Allocation recieved from U.S. Department
Apache Junction**	335	\$38,461
Avondale	87,931	\$10,095,056
Buckeye	79,620	\$9,140,899
Carefree	3,927	\$450,846
Cave Creek	5,838	\$670,241
Chandler	261,165	\$29,983,456
El Mirage	35,753	\$4,104,679
Fountain Hills	25,200	\$2,893,126
Gila Bend	2,100	\$241,094.00
Gilbert	254,114	\$29,173,954
Glendale	252,381	\$28,974,995
Goodyear	86,840	\$9,969,802
Guadalupe	6,631	\$761,282
Litchfield Park	6,436	\$738,895
Mesa	518,012	*Allocation recieved from U.S. Department
Paradise Valley	14,637	\$1,680,424
Peoria**	175,961	\$20,201,477
Phoenix	1,680,992	*Allocation recieved from U.S. Department
Queen Creek**	44,968	\$5,162,621
Scottsdale	258,069	\$29,628,014
Surprise	141,664	\$16,263,957
Tempe	195,805	\$22,479,699
Tolleson	7,372	\$846,354
Wickenburg**	7,189	\$825,344
Youngtown	6,859	\$787,458

TOTAL MARICOPA COUNTY POPULATION		4,485,414
*US Census Bureau, 2019 Estimated		
**City/town boundaries are in two (2) counties, total combined allocation is listed on last page		
CITY/TOWN/COUNTY	POPULATION*	AZCARES FUND ALLOCATION
Mohave County	79,583	\$9,136,651
Bullhead City	40,884	\$4,693,751
Colorado City	4,836	\$555,205
Kingman	31,013	\$3,560,496
Lake Havasu City	55,865	\$6,413,669
TOTAL MOHAVE COUNTY POPULATION		212,181
Navajo County	70,275	\$8,068,031
Holbrook	5,084	\$583,677
Pinetop-Lakeside	4,469	\$513,071
Show Low	11,442	\$1,313,617
Snowflake	5,995	\$688,265
Taylor	4,321	\$496,079
Winslow	9,338	\$1,072,064
TOTAL NAVAJO COUNTY POPULATION		110,924
Pima County	366,996	*Allocation recieved from U.S. Department of the Treasury
Marana**	49,030	\$5,628,966
Oro Valley	46,044	\$5,286,153
Sahuarita	31,421	\$3,607,337
South Tucson	5,715	\$656,119
Tucson	548,073	*Allocation recieved from U.S. Department of the Treasury
TOTAL PIMA COUNTY POPULATION		1,047,279
Pinal County	236,659	\$27,170,006
Apache Junction**	42,236	\$4,848,970
Casa Grande	58,632	\$6,731,338
Coolidge	13,130	\$1,507,410
Eloy	19,625	\$2,253,079
Florence	27,422	\$3,148,226
Hayden**	0	\$0
Kearny	2,168	\$248,901
Mammoth	1,687	\$193,679
Marana**	0	\$0
Maricopa	52,127	\$5,984,522
Queen Creek**	5,922	\$679,884
Superior	3,178	\$364,855

Winkelman**	3	\$344
TOTAL PINAL COUNTY POPULATION	462,789	
*US Census Bureau, 2019 Estimated		
**City/town boundaries are in two (2) counties, total combined allocation is listed on last page		
CITY/TOWN/COUNTY	POPULATION*	AZCARES FUND ALLOCATION
Santa Cruz County	25,521	\$2,929,978
Nogales	20,103	\$2,307,956
Patagonia	874	\$100,341
TOTAL SANTA CRUZ COUNTY POPULATION	46,498	
Yavapai County	91,067	\$10,455,089
Camp Verde	11,187	\$1,284,341
Chino Valley	12,375	\$1,420,731
Clarkdale	4,391	\$504,116
Cottonwood	12,253	\$1,406,725
Dewey-Humboldt	4,137	\$474,955
Jerome	455	\$52,237
Peoria**	0	\$0
Prescott	44,299	\$5,085,816
Prescott Valley	46,515	\$5,340,227
Sedona**	7,517	\$863,001
Wickenburg**	903	\$103,670
TOTAL YAVAPAI COUNTY POPULATION	235,099	
Yuma County	61,126	\$7,017,666
San Luis	34,778	\$3,992,743
Somerton	16,554	\$1,900,508
Wellton	3,044	\$349,471
Yuma	98,285	\$11,283,763
TOTAL YUMA COUNTY POPULATION	213,787	
AZCARES FUND TOTAL ALLOCATIONS	7,278,717	\$440,745,718
*US Census Bureau, 2019 Estimated		
**City/town boundaries are in two (2) counties, total combined allocation is listed on last page		
CITY/TOWN	TOTAL ALLOCATION	
*Boundaries overlap two counties		
Apache Junction	\$4,887,430	
Hayden	\$72,443	
Marana	\$5,628,966	
Peoria	\$20,201,477	
Queen Creek	\$5,842,506	
Sedona	\$1,186,985	
Winkelman	\$40,297	
Wickenburg	\$929,015	



Maricopa County
Human Services Department
Housing and Community Development Division

May 14, 2020

Mayor Valerie Molina
Town of Guadalupe
9241 Avenida del Yaqui
Guadalupe, AZ 85283
(via email)

Subject: Official Representation on the Community Development Advisory Committee (CDAC)

Dear Mayor Molina,

It is time once again to make annual recommendations for participation on the Community Development Advisory Committee ("CDAC"). The term of office is July 1, 2020 to June 30, 2022.

Members of CDAC are appointed by the Maricopa County Board of Supervisors to provide recommendations for Community Development Block Grant (CDBG) project funding and perform oversight of the Maricopa Urban County CDBG Program. CDAC also serves an important role in providing citizen participation mandated by the U.S. Department of Housing and Urban Development (HUD).

The governing body of each participating municipality in Maricopa Urban County may choose two elected officials, a primary representative and an alternate for consideration. The role of the Alternate Representative is to attend meetings in the event the Primary Representative cannot. Attendance by the Primary or Alternate Representative helps to maintain a quorum for the Committee meetings and ensures representation for each Urban County municipality.

CDAC meets monthly, on the second Wednesday at 6:30 p.m., unless there are no action items and the Chairperson chooses not to have a meeting that particular month. Additional meetings occur in January and February for the CDAC to complete the CDBG funding allocation process.

Please notify the Human Services Department, Housing and Community Development Division by Friday, June 19, 2020 of the elected officials (a primary representative and an alternate) that will represent your city and the date of the Council meeting when action was taken to appoint the CDAC representatives.

Notice can be provided to our office via email from your office, the City Manager, or the City Clerk. Our office will then forward the recommendations to the Board of Supervisors for formal action.

Please contact me at (602) 372-1528 or rachel.milne@maricopa.gov if you have questions regarding this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Rachel Milne".

Rachel Milne
Assistant Director

cc: Jeff Kulaga, Town Manager, Town of Guadalupe (via email)
Nancy Holguin, Community Development Coordinator (via email)

RESOLUTION NO. R2020.22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, ADOPTING A DEFINITION FOR COMMUNITY PARTNER; ADOPTING A PROCESS TO IDENTIFY COMMUNITY PARTNERS; ADOPTING A POLICY FOR COMMUNITY PARTNERS THAT WISH TO RESERVE THE MERCADO PATIO AND MULTI-PURPOSE ROOM; AND, DESIGNATING THE CONRADO F. BILDUCIA AMERICAN LEGION POST 124 AND PASCUA YAQUI TRIBE AS COMMUNITY PARTNERS.

WHEREAS, the definition of a Community Partner is an organization that is an active partner with the Town of Guadalupe providing and / or sharing significant resources including but not limited to the planning, coordination, programming, and execution of Town sponsored events; and,

WHEREAS, Community Partners shall be identified and designated by the Guadalupe Town Council annually during a Town Council Regular Meeting; and,

WHEREAS, Community Partners shall annually (July 1, 2020 – June 30, 2021), be entitled to four events on the Mercado Patio and four events in the Mercado Multi-purpose Room, free of Town related rental fees (excludes public safety, insurance, and alcohol fees, if applicable); and, in addition to partnering with the Town of Guadalupe on community events.

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

At the June 11, 2020, Town Council Regular Meeting, the Guadalupe Town Council designated the following organizations as Community Partners:

Conrado F. Bilducia American Legion Post 124

Pascua Yaqui Tribe

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, this 11th day of June, 2020.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard, Town Attorney

C2020-20

TOWN OF GUADALUPE, ARIZONA TELECOMMUNICATIONS SERVICES LICENSE ISSUED TO ZAYO GROUP, LLC

THIS LICENSE ("License") is issued this 11th day of June, 2020 by the Town of Guadalupe, Arizona ("Town"), an Arizona municipal corporation, to Zayo Group, LLC, a Delaware limited liability company ("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 Zayo Group, LLC.

"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 fifty-seven (57) linear feet of trench and fiber filled conduit.
- 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 by the increase in the average consumer price index as published by the United States department of labor, bureau of labor statistics. 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 16C-4-2, Paragraph B 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 16C-4-2, Paragraph C 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 16C-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 16C-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 16C-4-2, Paragraph R 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:

Zayo Group, LLC
Attn: Director, Underlying Rights – West Region
1805 29th Street, Suite 2050
Boulder, CO 80301

With a Copy to:

Zayo Group, LLC
Attn: General Counsel – West Region
1805 29th Street, Suite 2050
Boulder, CO 80301

Emergencies:

Network Operations Center & Repair
Phone: (888) 404 9296
E-mail: zayoncc@zayo.com

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: _____
Valerie Molina, Mayor

By _____

ATTEST:

Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard, 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

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

None

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.

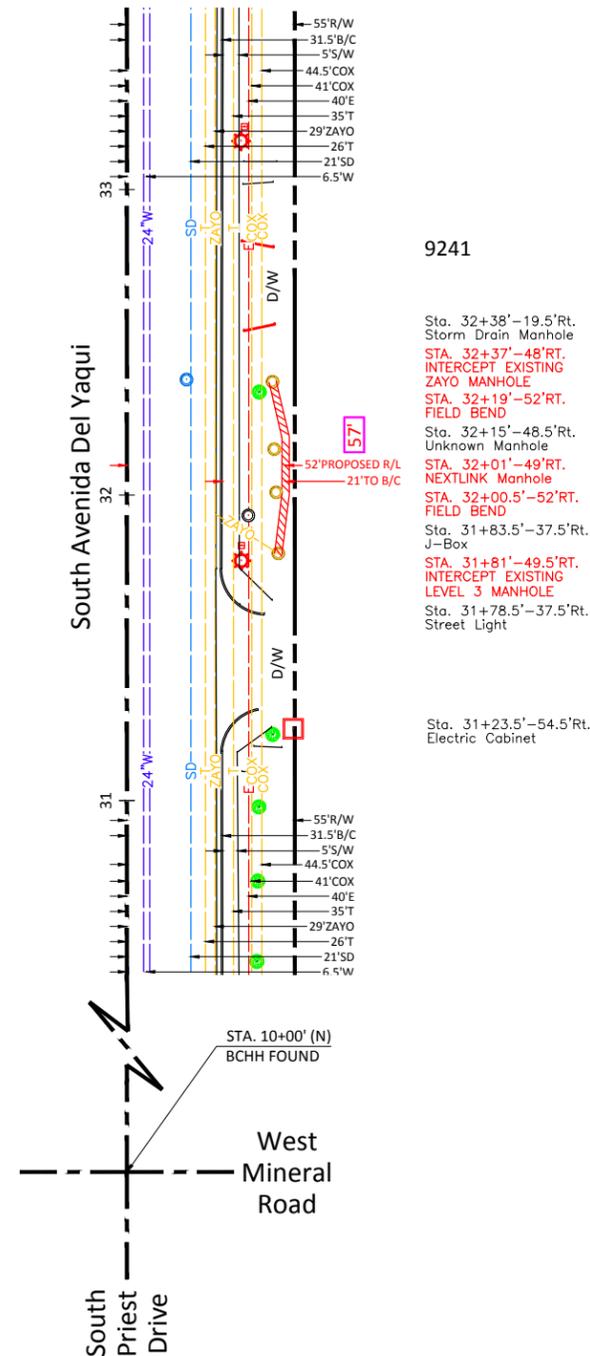
Letter of Credit Format.

- 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.

TOWN OF GUADALUPE

- ALL WORK SHALL CONFORM TO THE REVISED EDITION OF THE UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION PUBLISHED BY THE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) AS AUTHORIZED AND MODIFIED BY THE MOST CURRENT GUADALUPE SUPPLEMENT TO THE MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS AND NON-CONFLICTING PROJECT SPECIAL PROVISIONS. ALL WORK MUST ALSO COMPLY WITH RESOLUTION 2001-01 MARICOPA COUNTY (MAG) RESOLUTION FOR PERMITS TO WORK IN DEDICATED RIGHT-OF-WAY AND RESOLUTION 2001-02 MARICOPA COUNTY (MAG) RESOLUTION FOR STREET IMPROVEMENTS, INSTALLATION OF UTILITIES AND TRAFFIC CONTROL. ANY EXCEPTIONS MUST RECEIVE EXPLICIT APPROVAL FROM GUADALUPE AND SHALL BE IDENTIFIED ON THE PLANS AS HAVING EXPLICIT APPROVAL FROM GUADALUPE. ALL CLEAR ZONE HAZARDS SHALL BE MITIGATED IN A MANNER APPROVED BY GUADALUPE AT NO COST TO THE COUNTY.
- THE ENGINEERING DESIGNS ON THESE PLANS ARE ONLY APPROVED BY GUADALUPE IN CONCEPT AND NOT IN DETAIL. CONSTRUCTION QUANTITIES ON THESE PLANS ARE NOT VERIFIED BY GUADALUPE. APPROVAL OF THESE PLANS ARE FOR PERMIT PURPOSES ONLY AND SHALL NOT PREVENT GUADALUPE FROM REQUIRING CORRECTION OF ERRORS IN THE PLANS WHERE SUCH ERRORS ARE SUBSEQUENTLY FOUND TO BE IN VIOLATION OF ANY LAW, ORDINANCE, HEALTH, SAFETY, THE MCDOT ROADWAY DESIGN MANUAL, OR OTHER DESIGN ISSUES.
- AN APPROVED SET OF PLANS SHALL BE ON THE SITE DURING CONSTRUCTION AND AVAILABLE TO GUADALUPE AND OTHER INSPECTORS.
- ALL BOX CULVERTS CONSTRUCTED IN THE PUBLIC RIGHT-OF-WAY SHALL COMPLY WITH ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) LATEST DESIGN SPECIFICATIONS AND STANDARDS. MINIMUM CLEAR HEIGHT OF BOX CULVERT SHALL BE 4 FEET.
- CONTRACTOR TO OBTAIN GUADALUPE PERMITS PRIOR TO CONSTRUCTION WITHIN COUNTY RIGHT-OF-WAY, AND ALL NECESSARY PERMITS FROM OTHER AGENCIES AND FROM LOCAL GOVERNMENTS FOR WORK WITHIN THEIR JURISDICTION. CONTRACTOR SHALL NOTIFY THE GUADALUPE INSPECTION DEPT. AT LEAST 24 HOURS IN ADVANCE OF ANY CONSTRUCTION AT (602) 506-8606.
- CONTRACTOR PERFORMING CONSTRUCTION OR EXCAVATING OPERATIONS IS RESPONSIBLE FOR LOCATING AND RELOCATING ALL UTILITIES IN CONFLICT AT NO EXPENSE TO GUADALUPE. THE CONTRACTOR SHALL CONTACT "BLUESTAKE" AT (602) 263-1100 PRIOR TO BEGINNING CONSTRUCTION.
- PRIOR TO CONDUCTING EXCAVATION OPERATIONS, THE CONTRACTOR SHALL OBTAIN FROM THE ARIZONA STATE HISTORICAL PRESERVATION OFFICER (602) 542-4009, RECOMMENDATIONS REGARDING THE NEED FOR CULTURAL RESOURCES (ARCHAEOLOGICAL) CLEARANCE. ALL DISCOVERIES OF HUMAN REMAINS, CULTURAL ARTIFACTS, OR PALEONTOLOGICAL REMAINS SHALL BE REPORTED TO THE ARIZONA STATE MUSEUM AND GUADALUPE. UPON DISCOVERY, CONTRACTOR SHALL CEASE OPERATIONS IN THE VICINITY OF THE FIND AND PROTECT THE DISCOVERY AREA FROM FURTHER DISTURBANCE UNTIL THE FIND CAN BE PROFESSIONALLY INVESTIGATED BY THE ARIZONA STATE MUSEUM AND GUADALUPE.
- EXCEPT UNDER EMERGENCY CONDITIONS, ROADS SHALL NOT BE CLOSED FOR CONSTRUCTION ACTIVITY UNLESS PRIOR APPROVAL IS OBTAINED FROM THE GUADALUPE TRANSPORTATION DIRECTOR OR HIS REPRESENTATIVE.
- PRIOR TO MOVING OR DESTROYING PROTECTED NATIVE PLANT SPECIES, THE CONTRACTOR SHALL FILE A FORMAL NOTICE OF INTENT WITH THE ARIZONA DEPARTMENT OF AGRICULTURE NATIVE PLANTS (602) 542-6408.
- PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK, BASE COURSE AND WEARING SURFACE, SUBMIT SOIL TEST(S) OF SUBGRADE AND REVISED PAVEMENT DESIGN/CALCULATIONS TO GUADALUPE FOR REVIEW AND APPROVAL. IF SUBGRADE STABILIZATION IS REQUIRED, THE AREA STABILIZED SHALL BE FROM BACK OF SIDEWALK TO BACK OF SIDEWALK AND MATCH THE STABILIZATION DEPTH OF THE PAVEMENT STRUCTURE.
- ASPHALT MIX DESIGN SHALL BE SUBMITTED TO GUADALUPE A MINIMUM OF 48 HOURS PRIOR TO PLACING ANY ASPHALT COURSES. (TRENCH WORK EXCLUDED.) ALL PAVED TURNOUTS SHALL HAVE THE SAME ASPHALT AND BASE REQUIREMENTS AS THE ADJACENT ROADWAY UNLESS NOTED OTHERWISE.
- ALL COMPACTION AND BACKFILL WITHIN TOWN RIGHT-OF-WAY SHALL CONFORM TO THE GUADALUPE SUPPLEMENT TO MAG SPECIFICATION SECTION 601. BACKFILL UNDER EXISTING PAVEMENT, CURB AND GUTTER, ROADWAY SHOULDERS, AND UNPAVED ROADWAYS SHALL CONSIST OF ONE-HALF (1/2) OR ONE SACK CLSM. UNPAVED ROADWAY AREAS INCLUDE THE TRAVELLED WAY PLUS FIVE FEET BEYOND THE TRAVELLED WAY.
- ALL STRUCTURES, SUCH AS MANHOLES, VALVE BOX & COVERS, AND MONITORING WELLS MUST BE MARKED WITH AT LEAST TWO REFLECTIVE YELLOW FLEX POSTS WHEN STRUCTURES ARE LOCATED OUTSIDE THE TRAVELED WAY AND WITHIN THE RIGHT-OF-WAY. (APPLIES ONLY WHEN THERE IS NO CURB.)
- PAVEMENT WIDENING AND PAVEMENT REPLACEMENT SHALL CONFORM TO REQUIREMENTS OF SPECIFICATION SECTION 336. PAVEMENT CUTS SHALL NOT BE LOCATED WITHIN A LANE WHEEL PATH. THE LANE WHEEL PATH IS THE ENTIRE LANE WIDTH EXCEPT THE AREA WITHIN ONE FOOT OF A LANE LINE STRIPE AND EXCEPT THE CENTER TWO FEET OF THE TRAVEL LANE.
- ALL EXISTING PAVEMENT MARKINGS, TRAFFIC SIGNS AND SIGNAL EQUIPMENT THAT NEED TO BE REMOVED, REPLACED, RELOCATED OR REPAIRED BECAUSE OF CONTRACTOR'S WORK WILL BE DONE BY THE CONTRACTOR AT HIS EXPENSE. ALL SALVAGED SIGNS SHALL BE DELIVERED TO THE TRAFFIC OPS BUILDING AT 2905 W. DURANGO ST. ARRANGEMENTS CAN BE MADE FOR DELIVERY BY CALLING (602) 506-8662. ALL NEW STREET NAME SIGNS SHALL BE PROVIDED AND INSTALLED BY PERMITTEE AT NO EXPENSE TO MARICOPA COUNTY.
- PAVEMENT MARKING, SIGNING AND SIGNAL WORK WILL BE INSPECTED AND SHALL MEET TOWN STANDARDS BEFORE RELEASE OF BOND.
- THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS WITHIN THE RIGHT-OF-WAY TO A CONDITION EQUAL TO OR BETTER THAN PRIOR EXISTING CONDITIONS PER MAG 107.9. DISPOSAL OF ALL WASTE MATERIAL WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.

Exhibit A



9241

- Sta. 32+38'-19.5'Rt. Storm Drain Manhole
- STA. 32+37'-48'Rt. INTERCEPT EXISTING ZAYO MANHOLE
- STA. 32+19'-52'Rt. FIELD BEND
- Sta. 32+15'-48.5'Rt. Unknown Manhole
- STA. 32+01'-49'Rt. NEXTLINK Manhole
- STA. 32+00.5'-52'Rt. FIELD BEND
- Sta. 31+83.5'-37.5'Rt. J-Box
- STA. 31+81'-49.5'Rt. INTERCEPT EXISTING LEVEL 3 MANHOLE
- Sta. 31+78.5'-37.5'Rt. Street Light

Sta. 31+23.5'-54.5'Rt. Electric Cabinet

NOTES TO CONTRACTOR:

CONTRACTOR TO POT HOLE AND LOCATE ALL UTILITIES PRIOR TO STARTING CONSTRUCTION.

<p>BORE DETAIL</p>	<p>SUBMITTAL REQUIRES</p> <p><input checked="" type="checkbox"/> GUADALUPE</p>	<p>DRAWING SCALE IS IN FEET: (1"=60' AT 11"x17" print) (1"=30' AT 24"x36" print)</p>	<p>EAST CALLE GUADALUPE</p> <p>SITE</p> <p>WEST MINERAL ROAD</p>
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PROPOSED		EXISTING	
	TRENCH FTG		FIRE HYDRANT
	BORE FTG		UTILITY VALVE
	ASPHALT CUT FTG		UTILITY METER
	AERIAL		BRASS CAP
	TRENCH		VAULT
	BORE		CATV PEDESTAL
	ASPHALT CUT		VAULT
	VAULT		CATV PEDESTAL
	PULLBOX		CATV PEDESTAL
	HANDHOLE		CATV CABINET
	MANHOLE		VAULTED PED
	POTHOLE		BORE PIT
	CATV PEDESTAL		NODE PED
	POWER SUPPLY		VENTILATED PED
	CATV CABINET		JUNCTION BOX
	VAULTED PED		POLE RISER
	BORE PIT		STEEL POWER POLE
	CATV PEDESTAL		WOOD TRANS. POLE
	NODE PED		STEEL TRANS. POLE
	VENTILATED PED		WOOD POWER POLE
	JUNCTION BOX		JUNCTION BOX
	POLE RISER		UTILITY MANHOLE
	STEEL POWER POLE		BACK FLOW
	WOOD TRANS. POLE		CONTROL VALVE
	STEEL TRANS. POLE		POLE ANCHOR
	WOOD POWER POLE		FENCE
	JUNCTION BOX		BLOCK WALL
	UTILITY MANHOLE		CATCH BASIN

REVISION
A
B
C
D
E
F
G

NOTICE TO PLANHOLDER:
 THE UTILITY LOCATIONS AND OTHER FACILITIES SHOWN ON THIS DRAWING ARE REPRESENTATIVE OF INFORMATION FURNISHED BY OTHER PARTIES. IT IS INTENDED FOR REFERENCE ONLY. CONTRACTOR IS REQUIRED TO CONTACT 811 PRIOR TO STARTING CONSTRUCTION AND IS BOUND BY THEIR LAWS AND ORDINANCES.

CONSTRUCTION NOTES:
 INSTALL WARNING TAPE IN ALL TRENCHES (A MINIMUM OF 18" BUT NOT TO EXCEED 30" BELOW EXISTING GRADE) AS PER MAG SPEC. 360.3

CONFIDENTIAL:
 PER A.R.S. 39-126.01, PUBLIC DISCLOSURE OF ANY INFORMATION CONTAINED IN THIS DOCUMENT VIA PUBLIC RECORDS OR OTHER REQUEST IS STRICTLY PROHIBITED.

<p>Call at least two full working days before you begin excavation.</p>	<p>TRENCH: -</p> <p>BORE: 57'</p> <p>ASPHALT: -</p>	<p>AERIAL: -</p> <p>EXISTING: -</p> <p>SHEET TOTAL: 57'</p>	<p>zayo GROUP</p> <p>CUSTOMER PROJECT NAME Priest and Guadalupe MFN to L3 MH Tie</p> <p>CUSTOMER ADDRESS 9241 South Avenida Del Yaqui</p> <p>PROJECT MANAGER Lee Stauber</p>	<p>TOWNSHIP AND RANGE T1S-R4E 9NW</p> <p>QUARTER SECTION NO. 03-40 & 03-41</p> <p>DRAWING NO. 101904461</p>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Insurance Services West, Inc. fka Willis of Colorado, Inc.		NAMED INSURED Zayo Group, LLC 1805 29th Street, Suite 2050 Boulder, CO 80301	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Town of Guadalupe, Arizona is included as Additional Insureds as respects to General Liability.

General Liability policy and Auto Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insured(s).

Coverage for XCU(explosion, collapse, or underground), Contractual Liability, Independent Contractors is provided under the General Liability policy.

INSURER AFFORDING COVERAGE: Beazley Insurance Company Inc **NAIC#:** 37540
POLICY NUMBER: V192F3190501 **EFF DATE:** 08/01/2019 **EXP DATE:** 08/01/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	1,000,000
	Aggregate	1,000,000
	Deductible Each Claim	\$100,000

CHUBB®

Liability Insurance**Endorsement**

Policy Period AUGUST 1, 2019 TO AUGUST 1, 2020
Effective Date August 1, 2019
Policy Number 3604-53-52 DEN
Insured ZAYO GROUP LLC

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued August 1, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Owners, Lessees Or
Contractors - Ongoing
Operations**

- A. Persons or organizations shown in the Schedule below are **insureds**; but they are **insureds** only with respect to their liability for **bodily injury, property damage, advertising injury** or **personal injury** caused, in whole or in part, by:

1. your acts or omissions; or
2. the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the person or organization shown in the Schedule at the applicable location described in the Schedule.

However,

- the insurance afforded to such person or organization only applies to the extent permitted by law; and
- if coverage provided to the person or organization is required by a contract or agreement, the insurance afforded to the person or organization will not be broader than that which you are required by such contract or agreement to provide for the person or organization.

Liability Endorsement
(continued)

- B. However, no person or organization is an **insured for bodily injury or property damage** occurring after:
1. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the person or organization shown in the Schedule at the applicable location described in the Schedule has been completed; or
 2. that portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

Schedule

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB[®]**Liability Insurance****Endorsement**

Policy Period AUGUST 1, 2019 TO AUGUST 1, 2020

Effective Date

Policy Number 3604-53-52 DEN

Insured ZAYO GROUP LLC

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Owners, Lessees Or
Contractors - Completed
Operations**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only with respect to their liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** at the applicable location described in the Schedule performed for such person or organization and included in the **products-completed operations hazard**.

However,

- the insurance afforded to such person or organization only applies to the extent permitted by law; and
- if coverage provided to the person or organization is required by a contract or agreement, the insurance afforded to the person or organization will not be broader than that which you are required by such contract or agreement to provide for the person or organization.

Schedule

Liability Endorsement
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. M. W.", written over a horizontal line.



REVENUE SHARING APPLICATION

SECTION A – APPLICANT INFORMATION

Date of Application: May 24, 2020 Name of PY Neighborhood
Applicant: Association, Inc.
Work Number: 520-609-2044 Cell Number: 520-609-2044
Mailing Address: 1931 S. 174th Ln Goodyear, AZ 85338
Email Address: pynai95@gmail.com

SECTION B – PROGRAM FUNDING REQUEST

Program or Project Name: Connecting Tomorrow's Leaders Today
Project or Program Type: Government Non – Profit
Other: _____
Non-profit status: In good standing Not in good standing EIN No: 860742906
Amount Requesting: \$ 24,300 Total Project Cost: \$ 46,950
If approved for funding check should be addressed to: PY Neighborhood Association, Inc.
Please note the mailing address for the check: 1931 174th Ln. Goodyear, AZ 85338
Has your program received funding from PYT? Yes No If so, when? _____
Population Served by the Program/Project: Phoenix & Guadalupe, AZ youth & adults
Program Goals: Provide youth leadership training, cultural exchange opportunity & community engagement experience
Results Measured: 1) Learn a new life skill, 2) Learn about another community/culture, 3) Learn skills to engage community by planning and organizing a community event (health fair, community forum, children fair, or other community engagement event based on the youth priorities)
Indicators of Success: 1) Increased life skill for 100+ youth, 2) Increase cultural knowledge 100+ youth, and 3) Community engagement event hosted by youth for 200+ attendees
Current Source of Funding: Donor contributions, nonprofit partner support, volunteers
Approached other tribes for funding: Yes No If so, what Tribe? _____

SECTION C – INDICATE TARGETED AREA (mark all that apply)

-
- Education Public Safety Transportation Health Care
 Recreation Social Services Economic Development
 Cultural, Historical and/or Environmental Protection and Restoration
 Other: Youth leadership, cultural exchange, and community engagement

SECTION D – RESIDING CITY INFORMATION
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Name of City Mayor:	Valerie Molina	City, Town or	Guadalupe, AZ
		County:	Maricopa

SECTION E – APPLICANT CHECK LIST

Required Supporting Documents to be Attached: Cover letter from senior elected official

Supporting letter from governing body (city, town, county) Program detailed budget

Due to COVID-19 impacts on the Town of Guadalupe, the 1) Cover letter from senior elected official and 2) Supporting letter from governing body have not been secured. The required documents will be submitted to finalize the approval for this grant request.



PY Neighborhood Association, Inc.



PY Neighborhood Association, Inc. (PYNAI), a 25-year-old nonprofit was formed by elders, youth and families living on the Pascua Yaqui Reservation to use the strengths of the Yaqui people to address housing, health, financial, education, and other socio-economic challenges. One of the oldest and most successful Arizona Native American nonprofits, PYNAI led youth, family and community development projects strengthening education, housing, health and wellness, workforce, culture, volunteerism, and services for elders, youth, family, veterans, and community.

The Arizona Native Youth Network, a DBA of PYNAI is the lead organization in the Connecting Tomorrows Leaders Today project; in collaboration with Phoenix Sports Academy a 501 c 3 serving the community of Maryvale - Phoenix and surrounding communities in Glendale and Goodyear, AZ, Trouble – a youth program located in Maryvale – Phoenix, and Guadalupe community, including the Lutu’uria Guadalupe Youth group. The project goals and supporting budget are:

1. Provide 6 sessions reaching a total of 100 youth on leadership and community engagement. Youth and adult presenters will focus on leadership skills, communication, public speaking, events planning and management, community organizing, goal setting, and culture and tradition;
2. Host a cultural exchange event to create a greater understanding of the diverse and rich history of the citizens and communities in Maricopa County, Arizona. The event will host approximately 200 people from Phoenix, Glendale, Tempe, and the Town of Guadalupe;
3. Host a community engagement event, for approximately 250 attendees, led by youth participating in the project; event can focus on health, education, public safety, wellness, or a combination of topics; the Tianguis Mercado Plaza in Guadalupe is the proposed site for this gathering.

Budget and Justification:

Budget Description	PYNAI Cash and In-Kind	Other	PY Revenue Sharing Fund Request	Total Cost
Supplies	\$500	\$2,200	\$ 2,500	\$5,200
Training Material	\$5,000	\$2,100	\$ 1,500	\$8,600
Equipment	\$350	\$1,000	\$ 1,000	\$2,350
PYNAI Professional Services for the Leadership Sessions, Cultural Exchange, Life Skills, Event Planning and Organizing, Community Engagement, Marketing & Public Relations	\$3,000	\$3,300	\$ 11,000	\$17,300
Community event planning and implementation	\$1,500	\$2,200	\$ 6,000	\$9,700
Project Evaluation	\$300	\$1,200	\$ 2,300	\$3,800
Total	\$10,650	\$12,000	\$ 24,300	\$46,950

Supplies: The supplies include easel pads, markers, writing material, copy paper, printer ink, poster boards, butcher paper, 4 banners (for community event), cedar/sage, t-shirts (100) with project name, partner logos & positive message, disposable table covers, water containers;

Training Material: PYNAI developed a youth development and community engagement curriculum for Native youth and communities, this will be customized to include diverse communities engaged in this project. Materials purchased by this grant for training purposes include a strength based assessment tool for each youth to identify qualities and abilities they possess, games and tools for team building topics, ingredients for traditional foods to be prepared as part of the cultural exchange, rental of traditional items to be show cased for discussion and exchange at both trainings and the cultural exchange event, disposable cameras to capture life events the youth will share; a camera/video and audio recorder to document youth interviews with family and members of the community for training purposes, cultural exchange session and community event.

PYNAI Professional Services: While PYNAI relies heavily on volunteers to provide business continuity, projects such as the Connecting Tomorrows Leaders Today project require additional expertise to complement PYNAI's services. As the project administrator and manager PYNAI will contract for services from individuals to support the training, cultural exchange, and community engagement activities. These services will be procured from professionals and community members skilled in youth leadership development, communication, public speaking, goal setting, community organizing, events planning and management, marketing and public relations, video/media production, traditional food making and history (Yaqui, Latino, US), health, wellness, and networking.

Community Event Planning & Implementation: The community event will target a minimum of 250 attendees. The planning meetings will include facilitation and support from a Native American specialist that is skilled in organizing and successfully implementing small, mid and large-scale events. The event will focus on youth priorities identified in the youth leadership trainings and youth cultural exchange event. The community event will be youth led and organized. The funding will support the planning meetings, marketing, outreach, water, traditional food samples (for 250), rental equipment for sound equipment, tables and chairs, space (Tianguis and meeting rooms), keynote speakers, and project management, volunteer organizer (1), security (3 individuals), and 250 T-shirts marking the event focus, sponsors and partners.

Project Evaluation: PYNAI is interested in documenting and analyzing the impact of the proposed project activities. This component of the project will help PYNAI and project partners determine if this can be replicated and/or continued. A combination of surveys, interviews, and visual recording will be utilized to quantify and qualify the impact of this project. The results to be investigated include the effects of the proposed project focus and activities on the youth's personal growth or knowledge/skill, cultural awareness of self and others, and youth perspectives and interests in engaging community. Attendance sheets will track participant engagement.



PY Neighborhood Association, Inc.

PY Neighborhood Association, Inc. (PYNAI), a 25-year-old nonprofit was formed by elders, youth and families living on the Pascua Yaqui Reservation to use the strengths of the Yaqui people to address housing, health, financial, education, and other socio-economic challenges. One of the oldest and most successful Arizona Native American nonprofits, PYNAI led youth, family and community development projects strengthening education, housing, health and wellness, workforce, culture, volunteerism, and services for elders, youth, family, veterans, and community.

Formally established in 1995, the organization developed and implemented community-driven, intergenerational and inter-tribal projects to address the social and economic challenges of the Pascua Yaqui and other Native American communities in Arizona. Remarkably, the organization has operated with limited funding, relying on volunteers and leveraging community assets. Servant leadership is a critical success factor and to date, PYNAI has recorded over 16,000 volunteer hours and impacted the lives of countless youth, elders, and families.

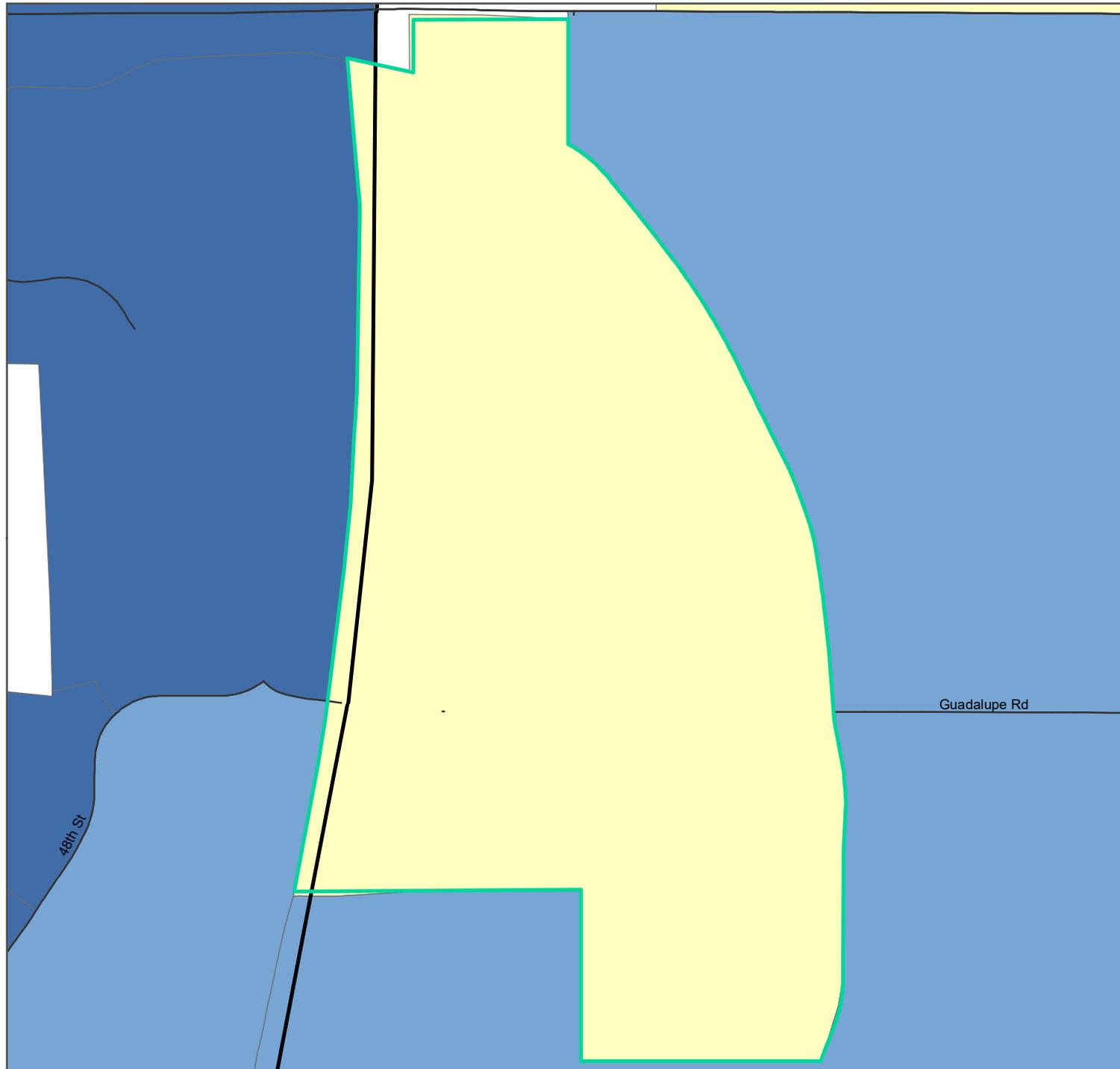
Significant Outcomes:

1. Evolved from a group of volunteers and established PYNAI as a nonprofit (1995)
2. Held community organizing forums to bring citizens together to collectively address socio-economic issues (1995)
3. Advocated for and increased substance abuse and behavioral health resources for Native citizens
4. Secured funding from the US Department of Housing under the American Heritage Fund (1996)
5. Developed the first recreational park on the Pascua Yaqui Reservation, Potam Park (1996)
6. Organized a campaign and successfully established the Pascua Yaqui Boys & Girls Club (1997)
7. Advocated for increased education services and resources to support Native children attending the Tucson Unified School District (TUSD) to reduce the high dropout rates (1997)
8. Secured transportation from TUSD to address attendance and dropout rates and, for the first time, TUSD school buses began to pick up students on the reservation (1997)
9. Held public forums and led community development projects utilizing Arizona's Tobacco Tax funding - one of 5 initial Arizona Tribal entities to access this fund, now under the Inter Tribal Council of Arizona (1997)
10. Primary organization leading the formation and sourcing of the American Legion Yoeme Post 125, nonprofit serving veterans with a home office located on the Pascua Yaqui Reservation (2012)

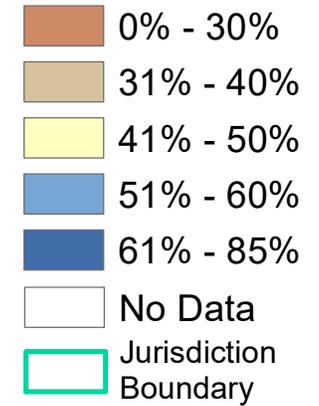
2018 Call to Action:

1. Connect and collaborate with:
 - a. Strategic partners to support a youth and inter-generational community development initiatives; DBA Arizona Native Youth Network:
 - Hosted 4 tribal youth forums across Arizona tribal communities (2019)
 - Hosted a statewide youth forum for approximately 100 youth in collaboration with the Indian Nations & Tribes Legislative Day - Native Youth Know Initiative, date January 15, 2020 <https://gotr.azgovernor.gov/gotr/indian-nations-and-tribes-legislative-day>
 - Continuation of a statewide youth capacity building/leadership program (2020)
 - b. Public and private sector organizations to implement initiatives promoting health and healing; DBA Intercultural Wellness Alliance:
 - Hosted the "Gathering for Culturally Responsive Healing" (September 2019)
 - c. Funding and Philanthropic Organizations to secure the organization's future

PYNAI leverages human, physical, and financial resources to strengthen individuals and communities.

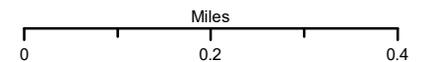


Response Rate by Census Tract



Total Response Rate

Guadalupe	46%
Maricopa County	62%
Arizona	57%
United States	61%



United States
**Census
2020**

Source: United States Census Bureau

<https://2020census.gov/en/response-rates.html>