



NOTICE OF REGULAR MEETING OF THE GUADALUPE TOWN COUNCIL

THURSDAY, JULY 25, 2019
6:00 P.M.

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

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

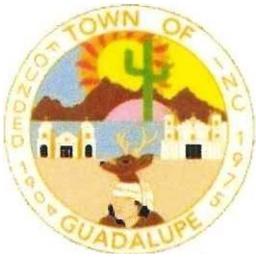
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Town Council Chambers
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283
Phone: (480) 730-3080
Fax: (480)-505-5368

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Town of Guadalupe Council and to the general public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, July 25, 2019, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona.

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES
 - 1. Approval of the May 30, 2019, Town Council Regular Meeting Minutes.
 - 2. Approval of the June 13, 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. **ITEM REMOVED/RESCHEDULED TO AUGUST 8, 2019, REGULAR COUNCIL MEETING AT THE REQUEST OF THE TOWN MANAGER / CLERK: BOARD OF ADJUSTMENT – CONDITIONAL USE PERMIT REQUEST, 8250 SOUTH CALLE SAHUARO:** Hold a public hearing to consider the issuance of a Conditional Use Permit (#CU2019-02) to locate a manufactured home at 8250 South Calle Sahuaro, Guadalupe, AZ 85283. The property is zoned R-1-6 Residential. Per Resolution 95-19, Conditional Use Permits will be issued only upon substantial justification and where the manufactured home is owner occupied. The Applicant, Jose Matas, is also applying for a variance of property setback requirements (agenda items G3 and G4). *Agenda items G1 – G4 are related.*



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
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2. **ITEM REMOVED/RESCHEDULED TO AUGUST 8, 2019, REGULAR COUNCIL MEETING AT THE REQUEST OF THE TOWN MANAGER / CLERK: BOARD OF ADJUSTMENT – CONDITIONAL USE PERMIT REQUEST, 8250 SOUTH CALLE SAHUARO:** The Guadalupe Town Council, acting as the Town of Guadalupe Board of Adjustment, will consider the issuance of a Conditional Use Permit (#CU2019-02) to locate a manufactured home at 8250 South Calle Sahuaro, Guadalupe, AZ 85283. The Applicant is Jose Matas. The property is zoned R-1-6 Residential. Per Resolution 95-19, Conditional Use Permits will be issued only upon substantial justification and where the manufactured home is owner occupied. *Agenda items G1 – G4 are related.*

3. **ITEM REMOVED/RESCHEDULED TO AUGUST 8, 2019, REGULAR COUNCIL MEETING AT THE REQUEST OF THE TOWN MANAGER / CLERK: PUBLIC HEARING – VARIANCE REQUEST, 8250 SOUTH CALLE SAHUARO:** Hold a public hearing to consider the request for a variance to reduce the required front yard, rear yard and side yard setback property requirements to locate a manufactured home at 8250 South Calle Sahuaro, Guadalupe, AZ 85283. The property is zoned R1-6 Residential. The Applicant, Jose Matas, is requesting the following:

Property location	Required set back	Requested variance	Final set back (if granted)
Front yard	25'	10'	15'
Side yard (street)	15'	5'	10'
Rear yard	10'	1'	9'

Agenda items G1 – G4 are related.

4. **ITEM REMOVED/RESCHEDULED TO AUGUST 8, 2019, REGULAR COUNCIL MEETING AT THE REQUEST OF THE TOWN MANAGER / CLERK: VARIANCE REQUEST – 8250 SOUTH CALLE SAHUARO:** Council will consider and may take action to approve, deny, or approve with modifications a request from Jose Matas, the Applicant, for a variance to reduce the required front yard, rear yard and side yard setback property requirements to locate a manufactured home at 8250 South Calle Sahuaro, Guadalupe, AZ 85283:

Property location	Required set back	Requested variance	Final set back (if granted)
Front yard	25'	10'	15'
Side yard (street)	15'	5'	10'
Rear yard	10'	1'	9'

Agenda items G1 – G4 are related.

5. **APPROVAL of AMENDMENT to EASEMENT AGREEMENT WITH SBA 2012 TC ASSETS, LLC:** Council will consider and may approve an amendment to an existing easement agreement with SBA 2012 TC Assets, LLC, to lease an additional 258 square feet of Town-owned land for the purpose of installing additional telecommunication structures; and, authorize the Mayor, or designee, to sign all necessary documents in furtherance of this easement agreement amendment. The Town Council approved the original agreement on September 19, 2005. The current lease amount is \$1,815 monthly for existing telecommunication facilities. Approval of this amendment would increase the monthly lease by \$250 to \$2,065. Council may provide direction to the Town Manager.

6. **CLAIMS:** Council will consider and may take action to approve the check register for June 2019, totaling \$627,212.05.

- H. TOWN MANAGERS' COMMENTS
- I. COUNCILMEMBERS' COMMENTS
- J. ADJOURNMENT



Minutes Town Council Regular Meeting May 30, 2019

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

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Anita Cota
Councilmember

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Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, May 30, 2019, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Guadalupe, Arizona, in the Council Chambers.

A. CALL TO ORDER

Mayor Molina called the meeting to order at 6:02 P.M.

B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina, Vice Mayor Ricardo Vital, Councilmember Mary Bravo, Councilmember Anita Cota, Councilmember Gloria Cota, Councilmember Elvira Osuna

Councilmember Absent: Councilmember Joe Sánchez

Staff Present: Jeff Kulaga – Town Manager / Clerk, Wayne Clement – Fire Chief, Jennifer Drury – Assistant to the Town Manager, Gerardo Moreno – Public Works Director, Nancy Holguin, Community Development, Catalina Alvarez – CAP Director, Veronica Matuz, Senior Center Director, Kay Savard, Deputy Town Clerk, and David Ledyard – Town Attorney

C. INVOCATION/PLEDGE OF ALLEGIANCE

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

D. APPROVAL OF MINUTES:

1. Motion by Vice Mayor Vital to approve the May 9, 2019, Town Council Regular Meeting minutes; second by Councilmember Anita Cota. Motion passed unanimously 6-0.

Approved of the May 9, 2019, Guadalupe Town Council Regular Meeting minutes.

E. CALL TO THE PUBLIC – A community member discussed a letter he received from the Town of Guadalupe concerning work he is doing in his garage. He requested a copy of the Town ordinance that concerns this matter. Mayor Molina asked the Town Manager to follow up with the community member.

F. MAYOR and COUNCIL PRESENTATIONS: Mayor Molina read a Proclamation declaring Sunday, June 2, 2019, as Graduation Sunday in the Town of Guadalupe.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. **PUBLIC HEARING – APPEAL OF BUSINESS LICENSE ADMINISTRATOR’S DECISION:** Held a public hearing for the appeal of the Business License Administrator’s decision to deny a business license to operate the Garden of Eden Holistics, 8410 South Avenida del Yaqui, Guadalupe, Arizona. The Applicant is Star Lopez-Ruiz.

Star Lopez-Ruiz, Applicant, requested that the Council reconsider the Business License Administrator’s decision, and allow her to operate a health and wellness store that sells CBD products. Ms. Lopez-Ruiz stated that the proposed business is not a dispensary or a smoke shop. CBD does not contain the THC chemical; and is safe to use for all ages.



Valerie Molina
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Ricardo Vital
Vice Mayor

Mary Bravo
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Joe Sánchez
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Daniel Tye discussed the growing CBD industry; and, that he has family members that use CBD products.

Motion by Vice Mayor Vital to close the public hearing; second by Councilmember Osuna. Motion passed unanimously 6-0.

2. **APPEAL OF BUSINESS LICENSE ADMINISTRATOR’S DECISION:** Councilmembers approved the appeal to reconsider the Business License Administrator’s decision to deny a business license to operate the Garden of Eden Holistics, 8410 South Avenida del Yaqui, Guadalupe, Arizona. The Applicant is Star Lopez-Ruiz.

In response to a question regarding if there is anything in the Town Code that prohibits this type of business from operating in the Town, David Ledyard, Town Attorney, stated that jurisdictions around the country are struggling with how to regulate CBD. The Food and Drug Administration (FDA) is scheduling public hearings on CBD edible products; CBD remains untested by the FDA, and CBD is not yet considered legal by the FDA. The League of Arizona Cities and Towns is developing a model ordinance for local jurisdictions. There is nothing in the Town Code to prohibit CBD from being sold. Surrounding communities have allowed the sale of CBD products.

In response to a question regarding a recent Supreme Court ruling, Mr. Ledyard stated that CBD is found in marijuana, but is not considered marijuana. He discussed various businesses that sell CBD products, including two in the Town of Guadalupe; and, stated that approving the proposed business license would not pose a liability to the Town.

Councilmember Anita Cota stated that it is not the role of Councilmembers to discuss the benefits of CBD products. She voiced concern about the proposed business location and its proximity to Frank Elementary School; and, asked the applicant if there was another business location that may be better suited for this business.

Motion by Vice Mayor Vital to approve the issuance of business license.

Motion died for lack of a second.

Councilmember Bravo noted that the CBD product has not yet been tested and could detrimentally impact to the Town. There are two businesses currently selling CBD products, in Town; and, it remains unclear how this product will be regulated.

Ms. Lopez-Ruiz stated that the CBD manufacturer provides her with test data that demonstrates there is no THC in the CBD products that they provide to her; and, that she independently tests the CBD products to verify that is the case. She discussed her commitment to the products she sells and the importance of maintaining her reputation. Ms. Lopez-Ruiz stated that the Principal at Frank Elementary School as well as surrounding business owners have all indicated that they are not in opposition to the proposed business location.

Mr. Ledyard stated that the business location is zoned commercial; public perceptions if there are existing businesses selling CBD in Town, as well as in the City of Tempe; and, enforcement if the product is deemed illegal. During the June hearings, the FDA will address the testing of CBG products.

A Councilmember discussed the possibility of issuing a provisional business license.

Jeff Kulaga, Town Manager / Clerk, stated that business licenses are renewed annually, from the date of issuance. The Town of Guadalupe Code does not provide for the issuance of provisional business licenses. A compromise could be to issue the business license for one year and schedule a follow up



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in one year's time. During that timeframe, staff will follow up with the FDA on its findings, and with the League of Arizona Cities and Towns regarding the status of the development of a model ordinance.

Mr. Ledyard stated that the Council has the option to approve or deny the business license; the FDA findings may change things; and, if the business license is approved, the Council could review the matter in one year.

In response to a question, Ms. Lopez-Ruiz stated that she currently resides in Town and would like to bring CBD to the community, to help the community. This will also attract business into the community.

In response to a question, Mr. Ledyard stated that there is nothing in the Town code to prohibit or disallow the sale of CBD products.

Mr. Tye stated that CBD is a dietary supplement.

Motion by Vice Mayor Vital Osuna to approve the issuance of a business license; second by Mayor Molina. Motion passed 4-2 with Councilmembers Mary Bravo and Anita Cota voting no.

3. TENTATIVE FISCAL YEAR 2019/2020 BUDGET ADOPTION: Councilmembers adopted the Fiscal Year (FY) 2019-20 Tentative Budget and set the time and date of 6:00 P.M., June 27, 2019, for the public hearing for final adoption of the Town of Guadalupe FY 2019-20 budget. The FY 2019-20 tentative budget totals \$12,008,297 which includes funding for a general fund budget of \$5,435,936; \$1,759,757 for enterprise and special funds; \$292,900 for debt service; and a \$4,528,704 grant fund.

Jeff Kulaga, Town Manager / Clerk, stated that budget preparation began last February; a five-year forecast was provided to Council; and, now it is time for Council to consider adopting a tentative budget. Final adoption of the budget is scheduled for June 27, 2019. Between the tentative and final budget adoption, changes to the budget should be minimal.

Mr. Kulaga stated that the total budget amount is \$12,008,297. A majority of the budget is comprised of the General Fund. Mr. Kulaga reviewed potential gaming grant revenue; anticipated revenues and expenditures; contingency fund; special funds; and, projected fund balances. He noted that no contingency funding was utilized during the existing budget year.

Mr. Kulaga stated that the Town recently received \$117,000 from the Arizona Department of Revenue, which is the result of a local sales tax reconciliation over a five-year span.

For the Mercado, revenues are exceeding expenditures. Rental activity for the multi-purpose room and patio are increasing. At this time, only moderate to minor building repairs are being done on the Mercado.

In response to a question regarding whether the Mercado tenants are current in paying their rent, Bob Thaxton, Finance Director, stated that the tenants are current in paying their rent.

Mr. Kulaga stated that the Town also received one-time funding of approximately \$197,000, as approved by the Arizona State Legislature HB2748, for transportation related purposes. This could be utilized for the Avenida del Yaqui Street Renovation Project, street resurfacing, pedestrian signals, etc. Mr. Kulaga emphasized that one-time funding does not solve the long-term budgetary gap between revenues and expenditures.

Mr. Kulaga discussed a Request for Proposals (RFP) for development of Town-owned land. Responses to the RFP are due on May 30, 2019. Staff will provide an update on this process to the Town Council on June 13, 2019.



After researching the impacts of implementing a property tax, Mr. Kulaga stated that staff is not recommending this course of action.

In reducing expenditures, staff is exploring the possibility of seeking alternative service providers for police, fire, courts, and solid waste services. The Cities of Tempe and Tolleson have indicated that they are unable to provide police services to the Town of Guadalupe; and, that Tempe is currently exploring the feasibility of providing court services for the Town. Staff will be issuing a Request for Proposals for solid waste services.

Valerie Molina
Mayor

Staff will be evaluating current lease agreement terms the Town has with various organizations. This is in an effort to seek long term fiscal sustainability.

Ricardo Vital
Vice Mayor

Councilmembers discussed how the information at the budget forums has evolved, based on changing conditions; and, it was suggested that the most current information be included on the Town website and its Facebook page. Mr. Kulaga stated that the influx of one-time monies has added an additional year to the Town's financial stability; however, recurring expenses continue to exceed revenues. The June 1, 2019, budget forum has been advertised.

Mary Bravo
Councilmember

Anita Cota
Councilmember

Motion by Councilmember Anita Cota to approve the FY 2019-20 tentative budget which totals \$12,008,297, and includes funding for a general fund budget of \$5,435,936; \$1,759,757 for enterprise and special funds; \$292,900 for debt service; and, a \$4,528,704 grant fund; second by Councilmember Osuna. Motion passed unanimously 6-0.

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

4. 2019 PROPOSED GAMING GRANT REQUESTS AND APPLICATIONS: Councilmembers approved the revised 2019 gaming grant applications which include 17 individual grants for Town services, programs, equipment, and infrastructure needs, totaling \$1.496 million.

Joe Sánchez
Councilmember

Jeff Kulaga, Town Manager / Clerk, presented the status of tribal gaming grant requests. Under the next two agenda items, Council will consider the Pascua Yaqui Tribe (PYT) and Tohono O'odham Nation gaming grant resolutions. Mr. Kulaga reviewed the proposed PYT gaming grant requests and noted that staff has not requested grant funding for public safety costs associated with the annual car show, unlike previous years.

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Presentation only. There was no action taken on this agenda item.

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5. RESOLUTION NO. R2019.04 – PASCUA YAQUI TRIBE GAMING GRANT: Councilmembers adopted RESOLUTION NO. R2019.04 authorizing the submittal of an application for a grant from the Pascua Yaqui Tribe for Elderly Activity Programming, event public safety needs and the Avenida del Yaqui Street Renovation Project, totaling \$515,000; and, authorized the Mayor, or designee, to sign all necessary documents in furtherance of this grant application.

Motion by Councilmember Anita Cota to approve agenda item G5; second by Councilmember Bravo. Motion passed unanimously 6-0.

6. RESOLUTION NO. R2019.05 – TOHONO O'ODHAM NATION GAMING GRANT: Councilmembers adopted RESOLUTION NO. R2019.05 authorizing the submittal of an application for a grant from the Tohono O'odham Nation for fire and life safety equipment and training and Senior Center renovation purposes, totaling \$333,000; and, authorized the Mayor, or designee, to sign all necessary documents in furtherance of this grant application.

Jeff Kulaga, Town Manager / Clerk, stated that the reference to Stottlemire Park be removed from Resolution No. R2019.05 and replaced with Senior Center renovations (roof and patio).

Motion by Vice Mayor Vital to approve agenda item G6, as amended; second by Councilmember Anita Cota. Motion passed unanimously 6-0.



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7. RESOLUTION NO. R2019.07 – ARIZONA DEPARTMENT OF TRANSPORTATION INTERGOVERNMENTAL AGREEMENT: Councilmembers adopted RESOLUTION NO. R2019.07 authorizing the Town of Guadalupe to enter into intergovernmental agreement 19-0007278-I (Contract #C2019-12) with the State of Arizona, acting through its Department of Transportation (ADOT) for the design and construction of sidewalks and bike lanes on Avenida del Yaqui, northbound and southbound, between Highland Canal and Calle Carmen; and, authorized the Mayor to execute all documents in furtherance of this agreement. The Project includes mill and overlay of the full roadway cross section of existing pavement and complete reconstruction of the concrete curb, gutter and sidewalk along both sides of the corridor, new pavement markings, traffic calming, enhanced pedestrian crossings, and Safe Routes to School improvements.

Jeff Kulaga, Town Manager / Clerk, stated that this project began with the Safe Routes to School project. The Maricopa Association of Governments (MAG) approved this program. The Town will receive a minimum of \$3.3 million in federal funding from MAG for this project. The Town's financial portion of the project is \$380,000. The Arizona Department of Transportation will oversee the design, engineering, and construction of the project. Construction is scheduled to begin in January, 2021.

In response to questions, Mr. Kulaga stated that community meetings will be held throughout the process. During the conceptual design process, it was determined that three right-of-way acquisitions may be needed; and, that additional right-of-way acquisitions may be necessary to relocate utilities.

Motion by Councilmember Bravo to approve agenda item G7; second by Councilmember Osuna. Motion passed unanimously 6-0.

8. COUNCIL MEETING SCHEDULE: Councilmembers reviewed the Town Council Regular Meeting schedule for June 2019 through December 2019.

No action was taken on this agenda item.

H. TOWN MANAGERS' COMMENTS

Jeff Kulaga, Town Manager / Clerk, reported the following:

- Thanked Councilmembers for approving the intergovernmental agreement with the Arizona Department of Transportation.
- A stove, dishwasher, and air curtain have been installed in the Senior Center, all of which were grant funded provided by the Area Agency on Aging.
- Presented a plaque from the Guadalupe Little League to Councilmembers thanking the Council for their support.

I. COUNCILMEMBERS' COMMENTS

Councilmember Osuna

- Thanked staff for attending the meeting and for their work.

Councilmember Gloria Cota

- Thanked staff for attending the meeting.

Vice Mayor Vital

- Saturday, June 1, 2019 – Community Budget Forum.
- Thanked staff for attending the meeting.

Councilmember Anita Cota

- Thanked staff for attending the meeting.
- Friday, June 14, 2019 – Bingo night.
- Post 124 is overseeing co-ed Cub Scouts.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Councilmember Bravo

- o Thanked staff for attending the meeting.
- o Reported a street light outage at Carmen/Avenida del Yaqui.

Mayor Molina

- o The Town is partnering with the Phoenix Indian Center on youth programming.
- o Summer Youth Program for children in grades 3-6, June 3 – June 26, 2019, Mercado.
- o Thanked staff for attending the meeting.

J. ADJOURNMENT

Motion by Vice Mayor Vital to adjourn; second by Councilmember Osuna. Motion passed unanimously 6-0.

The meeting was adjourned at 7:28 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 30, 2019, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

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Minutes Town Council Regular Meeting June 13, 2019

Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, June 13, 2019, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Guadalupe, Arizona, in the Council Chambers.

Valerie Molina
Mayor

Ricardo Vital
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Mary Bravo
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A. CALL TO ORDER

Mayor Molina called the meeting to order at 6:03 P.M.

B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina, Vice Mayor Ricardo Vital, Councilmember Mary Bravo, Councilmember Gloria Cota, and Councilmember Joe Sánchez

Councilmember Absent: Councilmember Anita Cota and Councilmember Elvira Osuna

Staff Present: Jeff Kulaga – Town Manager / Clerk, Wayne Clement – Fire Chief, Jennifer Drury – Assistant to the Town Manager, Gerardo Moreno – Public Works Director, Nancy Holguin, Community Development, Catalina Alvarez – CAP Director, Veronica Matuz, Senior Center Director, Kay Savard, Deputy Town Clerk, and David Ledyard – Town Attorney

C. INVOCATION/PLEDGE OF ALLEGIANCE

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

D. APPROVAL OF MINUTES – None

E. CALL TO THE PUBLIC: Fidelis Garcia, resident, stated that the City of Tempe is spending \$146 million to upgrade their water and sewer systems. Mr. Garcia then discussed the Mutual Aide Agreement for Fire Department activities; and, how Town residents pay for the City of Tempe Fire Department. He recommended that the Council hold a study session to discuss this issue further; and, inviting Senator Rebecca Rios who may be able to provide legislative assistance. He concluded by questioning if the Tempe Elementary School District has paid their taxes.

F. MAYOR and COUNCIL PRESENTATIONS: None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. **MARICOPA COUNTY SHERIFF'S CONTRACT RENEWAL – AMENDMENT NO. 1:** Councilmembers approved authorizing the Mayor, or designee, to sign Amendment No. 1 (Contract #C2018-20A) to the Agreement for Law Enforcement services between the Town of Guadalupe and Maricopa County on behalf of the Maricopa County Sheriff's Office, authorized through Council approval of Resolution No. R2018.13 on June 12, 2018 and executed on June 28, 2019. The Contract Renewal Amendment No. 1 amount is \$1,931,367.36 for Fiscal Year 2020, July 1, 2019 through June 30, 2020.

Jeff Kulaga, Town Manager / Clerk, stated that this is the first contract renewal with the Maricopa County Sheriff's Office (MCSO) to provide police services to the Town. The contract amount is approximately \$1.9 million, and is included in the tentative budget. Services will remain the same. New MCSO leadership has been assigned to the Town and communication has improved. He noted that an MCSO representative is present to answer questions.



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In response to a question regarding the contract renewal increase, Mr. Kulaga stated that the County Board of Supervisors approved a Cost of Services Study for all County contracts. The consultant recommended an overall 16% increase in contract amounts in order to recover their costs. The proposed contract renewal has increased 8.8%. The amount of future contract increases are unknown at this time.

Mr. Kulaga stated that generating revenue is important, and challenging. The Town received one-time funding of \$117,000 from the Arizona Department of Revenue and \$197,000 from the Arizona State Legislature for transportation related purposes.

Motion by Vice Mayor Vital to approve agenda item G1; second by Councilmember Gloria Cota. Motion passed unanimously 5-0.

2. MARICOPA COUNTY HUMAN SERVICES DEPARTMENT INTERGOVERNMENTAL AGREEMENT – AMENDMENT NO. 3: Councilmembers approved Amendment No. 3 to an Intergovernmental Agreement (Contract #C2018-17A) with Maricopa County (County) by and through its Human Services Department and the Town of Guadalupe, which initially began on July 1, 2016, for the provision of crisis case management and financial assistance services through the Town Community Action Program; and, authorized the Mayor to sign all necessary documents in furtherance of this amendment. The County shall provide the Town with \$40,000 for the period of July 1, 2019 to June 30, 2020.

Jeff Kulaga, Town Manager / Clerk, stated that the proposed agreement with the Maricopa County Human Services Department County is to provide financial assistance to the Guadalupe Community Action Program (CAP). The CAP provides utility and rental assistance to eligible Town residents that are experiencing a financial crisis. The contract amount has increased \$5,000; and, the County has indicated that additional CAP funding may be available to the Town for this fiscal year.

Motion by Councilmember Sánchez to approve agenda item G2; second by Councilmember Bravo. Motion passed unanimously 5-0.

3. RESOLUTION NO. R2019.08 – CITY OF TEMPE FIRE, MEDICAL, RESCUE DEPARTMENT INTERGOVERNMENTAL AGREEMENT: Councilmembers adopted RESOLUTION NO. R2019.08, authorizing the Mayor, or designee, to sign an intergovernmental agreement (agreement) (Contract #C2019-13) with the City of Tempe Fire, Medical, Rescue Department (Tempe), to provide replacements for non-durable supplies used by the Guadalupe Fire Department in conjunction with the treatment of medical patients subsequently transported by a Tempe ambulance. The term of the agreement is for three years from the effective date; and, may be extended administratively by both parties for up to three additional extensions. The annual anticipated cost recovery for supplies is approximately \$10,000.

Jeff Kulaga, Town Manager / Clerk, stated that the City of Tempe (Tempe) provides ambulance services to the community. For incidents where the Guadalupe Fire Department provides assistance to individuals, for individuals that are later transported by a Tempe ambulance, Tempe would reimburse the Guadalupe Fire Department for medical supplies utilized during the incident.

Wayne Clement, Guadalupe Fire Chief, stated that currently all ambulance service companies reimburse the Guadalupe Fire Department for medical supplies, with the exception of the Tempe. This agreement will allow for the Tempe Fire Department to reimburse the Town of Guadalupe for the use of medical supplies.

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



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

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Fax: (480)-505-5368

4. RESOLUTION NO. R2019.09 – MARICOPA COUNTY ANIMAL CARE AND CONTROL DEPARTMENT INTERGOVERNMENTAL AGREEMENT: Councilmembers adopted RESOLUTION NO. R2019.09, authorizing the Mayor, or designee, to sign an intergovernmental agreement (agreement) (Contract #C2019-14) with Maricopa County (County) by and through its Animal Care and Control Department (ACC) and the Town of Guadalupe for the provision of animal control services. The initial term of this agreement is from July 1, 2019 through June 30, 2020; and, may be renewed for up to two successive two-year terms by mutual agreement of both parties. The cost of service for the initial contract term is \$30,360. The contractual level of service is based on demand or calls for service, where (ACC) operates a regional coverage program and responds to calls based on priority. All calls to the County for animal control services are initiated from community members.

Jeff Kulaga, Town Manager / Clerk, stated that the proposed Animal Care and Control Department (ACC) contract has increased \$2,760, a 10% increase from last year's contract amount. The proposed contract amount is included in the budget.

A representative from the ACC, Al Aguinaga, discussed how the proposed contract is complaint driven. Call response times vary, depending upon their assigned priority levels.

In response to a question concerning calls for service, Mr. Aguinaga introduced Lieutenant Romero, ACC representative, who has been serving the Town for 13 years.

Councilmembers discussed a residential property that houses 16-20 dogs, tethering dogs, the length of tethers, and instances where dogs do not have access to water.

In response to a question regarding the number of Guadalupe calls for ACC service, Lieutenant Romero stated that ACC responds to approximately 100 calls for service, annually.

Dave Ledyard, Town Attorney, stated that in a case where there are 20 dogs, if the animals are noisy and there is an odor there could be enforcement; however, if the animals are not being disruptive, then a court process could be an option.

Councilmembers discussed the possibility of community education classes; a November, 2019, event where ACC officials could be present to provide information to the community; and, consideration of the Town declaring a St. Francis Pet Day.

Mr. Aguinaga noted that ACC offers the services of a Community Action Officer; and, discussed the three month lead time it would take to implement a pilot licensing program.

In response to a question, Mr. Aguinaga stated that when calls to ACC are placed, callers must be able to provide location information. Once received, the calls are prioritized.

Motion by Vice Mayor Vital to approve agenda item G4; second by Councilmember Bravo. Motion passed unanimously 5-0.

5. RESOLUTION NO. R2019.10 – ARIZONA DEPARTMENT OF REVENUE INTERGOVERNMENTAL AGREEMENT: Councilmembers adopted RESOLUTION NO. R2019.10 authorizing the Mayor, or designee, to sign an intergovernmental agreement (agreement) (Contract #C2019-15) with the Arizona Department of Revenue (AZDOR) related to uniform administration of the Town of Guadalupe Transaction Privilege Tax. This agreement will initially be in force through December 31, 2019, and will renew automatically each year thereafter on January 1 for a term of one-year, without any action required by the Town Council or by AZDOR. The agreement is required under A.R.S. § 42-6001.



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Joe Sánchez
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Jeff Kulaga, Town Manager / Clerk, stated that legislation was enacted that mandates the Arizona Department of Revenue to administer transaction privilege taxes on behalf of cities and towns. The proposed resolution and agreement formalizes this process.

Motion by Councilmember Bravo to approve agenda item G5; second by Councilmember Gloria Cota. Motion passed unanimously 5-0.

6. **RESOLUTION NO. R2019.11 – PUBLIC SAFETY PERSONNEL RETIREMENT LIABILITY FUNDING PLAN:** Councilmembers adopted RESOLUTION NO. R2019.11, establishing a Public Safety Personnel Retirement System Pension Funding Policy. The policy outlines the Council's pension funding objectives; its commitment to Town of Guadalupe employees, and sound financial management; and, complies with 2018 statutory requirements for every governing body to pass a Pension Funding Policy no later than July 1, 2019.

Jeff Kulaga, Town Manager / Clerk, stated that there is a federal mandate to adopt a public safety personnel retirement liability funding plan. The plan provides transparency on how the public safety pension fund is financed. The goal is to have the fund fully funded by 2036. The funding needed for this process has been included in the budget.

Motion by Vice Mayor Vital to approve agenda item G6; second by Councilmember Sánchez. Motion passed unanimously 5-0.

7. **CONTRACT EXTENSION – PUBLIC DEFENDER:** Councilmembers approved a contract extension in the form of a third amendment to the public defender contract (Contract #C2018-30A) for Matthew Marner to provide services to the Guadalupe Municipal Court as a Public Defender; and, authorized the Mayor, or designee, to sign all necessary documents in furtherance of this agreement. The third amendment extends the contract term for a period of twelve (12) months, ending on June 30, 2020. All other terms of the original August 30, 2016, contract remain in full force, and are not changed. *(continued from the May 9, 2019 Regular Council Meeting)*

Jeff Kulaga, Town Manager / Clerk, stated that the Guadalupe Municipal Court is fully funded for the current and upcoming budget cycle. A public defender is needed to provide services to the Court. The proposed contract extension is the third amendment to the original contract.

Motion by Councilmember Bravo to approve agenda item G7; second by Vice Mayor Vital. Motion passed unanimously 5-0.

8. **RESOLUTION NO. R2019.12 – AREA AGENCY ON AGING CONTRACT:** Councilmembers adopted RESOLUTION NO. R2019.12, authorizing the Mayor, or designee, to sign all necessary documents in furtherance of this contract (Contract #C2019-16), authorizing the Area Agency on Aging to provide funding for congregate meals, home delivered meals, multipurpose center operations, and transportation services for Town of Guadalupe Senior Center services. The contract term is July 1, 2019 to June 30, 2020; and, the contract amount is \$138,872.

Jeff Kulaga, Town Manager / Clerk, stated that the proposed contract is \$1,500 less than last year's contract; however, the Area Agency on Aging provided \$6,100 in grant funding for the purchase of a stove for the Senior Center.

Motion by Vice Mayor Vital to approve agenda item G8; second by Councilmember Sánchez. Motion passed unanimously 5-0.

9. **RESOLUTION NO. R2019.13 – BOYS AND GIRLS CLUB TRIBAL GAMING GRANT:** Councilmembers adopted RESOLUTION NO. R2019.13 authorizing the submittal of an application from the Boys & Girls Clubs of the East Valley Boys – Guadalupe Thunderbird Branch to the Tohono



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Joe Sánchez
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O'odham Nation for computer connectivity and technology upgrades at the Guadalupe Branch, totaling \$32,000; and, authorized the Mayor, or designee, to sign all necessary documents in furtherance of this grant application. The Town of Guadalupe will serve as a pass through for this grant request.

Jeff Kulaga, Town Manager / Clerk, stated that per state statute regarding tribal gaming grant contributions, non-profit organizations are required to identify a pass through partner in order to apply for grant funding.

Connie Perez, East Valley Boys and Girls Club (Club) CEO introduced David Debruin, Guadalupe Thunderbird Branch Manager. Mr. Debruin stated that currently there are approximately 70 youth enrolled at the Guadalupe Thunderbird Boys and Girls Club.

In response to questions, Mr. Debruin stated that the Guadalupe Thunderbird Boys and Girls Club (Club) has been in existence for approximately 20 years. There is an ongoing effort to increase community participation and Club enrollment. Out of 200 families, 70 youth signed up to join the Club. The Club offers sports, events, career guidance, job searching assistance, WIFI technology, and is currently in the process of updating its technology. 37.5% of the participating youth are Town of Guadalupe youth. There has been a change in Club leadership.

Councilmembers discussed community feedback that indicates that there are Guadalupe youth that do not feel welcomed at the Club; there are disruptive behaviors and a lack of community trust; and, that the program is unaffordable. Over the past few years, the club has grown apart from the community. Ms. Perez emphasized that the Club is interested in partnering with the Town to encourage and increase Club participation among youth.

In response to questions, Mr. Debruin stated that the Club partners with various community groups to allow them the use of the soccer field. The Club will host an open house towards the beginning of the school year and is interested in partnering the Maricopa County Sheriff's Office and with non-profit organizations to seek donations of sports equipment, offering free memberships, and advertising opportunities. Currently, the Club serves Awatukee, Tempe, and Guadalupe youth.

Ms. Perez stated that she would like to provide a program update at a future meeting regarding recruitment and programming. The Guadalupe Thunderbird branch recently received a \$200,000 grant to replace flooring and air conditioners, and to pay off the soccer field debt. Currently, there is a need to purchase computers.

Motion by Vice Mayor Vital to approve agenda item G9; second by Councilmember Bravo. Motion passed unanimously 5-0.

10. REQUEST FOR PROPOSALS FOR CERTAIN TOWN-OWNED PROPERTY: Jeff Kulaga, Town Manager / Clerk, stated that there were no responses to the Request for Proposals (RFP's) for the development of Town-owned property. Feedback from the development community includes concerns about low traffic volumes and that the size of the properties are not sufficient for the desired development. Mr. Kulaga stated the RFP was initiated in order to seek land development and revenue generating opportunities.

Councilmembers discussed the property directly north of the Mercado as a potential area for development; and, the appearance of the Town. Mr. Kulaga noted that he received feedback from the development community about the graffiti in Town. Developers are interested in securing a location that serves as a destination point.

There was no action taken on this agenda item.



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11. **COUNCIL MEETING SCHEDULE:** Councilmembers reviewed and modified the Town Council Regular Meeting schedule through December 2019 by cancelling the Thursday, July 11, 2019, Regular Council Meeting.

Motion by Vice Mayor Vital to cancel the July 11, 2019, Regular Council Meeting; second by Councilmember Sánchez. Motion passed unanimously 5-0.

12. **CLAIMS:** Councilmembers approved the check register for May 2019, totaling \$743,720.70.

In response to a question regarding why the car show is listed on the Claims report, Mr. Kulaga stated that the promoter of the car show pays the Town and the Town then pays the Maricopa County Sheriff's Office (MCSO) for overtime incurred during the car show. In previous years, grant funding was allocated to pay for a portion of MCSO costs; however, the current tribal gaming requests do not include grant funding for MCSO overtime for this event.

Motion by Vice Mayor Vital to approve agenda item G12; second by Councilmember Bravo. Motion passed unanimously 5-0.

H. TOWN MANAGERS' COMMENTS

Jeff Kulaga, Town Manager / Clerk, reported the following:

- Congratulated the Deputy Town Clerk for completing election training.
- Congratulated CAP staff on their work with Maricopa County on coordinating CAP programs with additional County funding.
- Congratulated Public Works staff on how well they maintain the Town.
- Arizona State University Masters of Public Administration students are assisting the Town in reviewing the Town Zoning Code for outdated language. Staff anticipates that the students will make a presentation to Council in August.
- Last month, 28 tons of trash was collected on Waste Day.

I. COUNCILMEMBERS' COMMENTS

Councilmember Gloria Cota

- Thanked staff for attending the meeting.

Vice Mayor Vital

- Thanked staff for attending the meeting, for their work, and for conducting the community budget forums.

Councilmember Sánchez

- Appreciated the assistance he received in cleaning the cemetery. The Pascua Yaqui Tribe provided food and water; and, thanked the Fire Chief for his assistance.

Councilmember Bravo

- A street light that was previously out is now working.
- Homelessness activity on the Lomita.
- Thanked staff for their work.

Mayor Molina

- Thanked staff for attending the meeting.



J. ADJOURNMENT

Motion by Councilmember Bravo to adjourn; second by Vice Mayor Vital. Motion passed unanimously 6-0.

The meeting was adjourned at 7:22 p.m.

Valerie Molina, Mayor

Valerie Molina
Mayor

ATTEST:

Ricardo Vital
Vice Mayor

Jeff Kulaga, Town Manager / Town Clerk

Mary Bravo
Councilmember

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the June 13, 2019, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

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July 19, 2019

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: July 25, 2019 Town Council Regular Meeting Information Report

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

Agenda Items:

G1. Board of Adjustment Public Hearing – Conditional Use Permit request, 8250 South Calle Sahuaro: *Staff is requesting that agenda items G1-G4 be rescheduled from the July 25, 2019 Regular Council Meeting to ensure that the property has been properly posted for the public hearings concerning these agenda items.*

This is a public hearing to consider the issuance of a Conditional Use Permit (#CU2019-02) to locate a manufactured home at 8250 South Calle Sahuaro, Guadalupe, AZ 85283. The property is zoned R-1-6 Residential. Per Resolution 95-19, Conditional Use Permits will be issued only upon substantial justification and where the manufactured home is owner occupied. If approved, Clayton Homes intends to purchase the property with the intent to sell the property and manufactured home to Mr. Matas, who would reside at this address.

Resolution 95-19

A resolution of the mayor and town council of the town of Guadalupe, Maricopa county, Arizona, establishing town policy against manufactured housing units (mobile homes) having frontage on Avenida del Yaqui and Guadalupe road; and establishing a town policy requiring mobile homes in the remaining areas of the town to be owner-occupied for issuance of a conditional use permit.

The Applicant, Jose Matas, is also applying for a variance of property setback requirements (agenda items G3 and G4). Prior to the issuance of a certificate of occupancy, Town staff will inspect the premises to ensure it complies with applicable Town building codes. The property has been posted, notifying the public of the conditional use permit and variance requests; a legal advertisement for this public hearing has been published in the newspaper; and, property owners within 150' of the subject address have also been notified of the conditional use permit and variance requests. The applicant has paid all applicable fees associated with this request. As of July 19, 2019, no public comments have been received.

The property located at the northwest corner of Calle Sonora and Calle Sahuaro has been vacant since at least 2011, per the Maricopa County Assessor maps. *Agenda items G1 – G4 are related. (Pages 18-24)*

G2. Board of Adjustment – Conditional Use Permit request, 8250 South Calle Sahuaro: The Conditional Use Permit (#CU2019-02) request is to locate a manufactured home at 8250 South Calle Sahuaro, Guadalupe, AZ 85283. The Applicant is Jose Matas. The property is zoned R-1-6 Residential. Per Resolution 95-19, Conditional Use Permits will be issued only upon substantial justification and where the manufactured home is owner occupied. The Board of Adjustment also has the authority to add various stipulations to a Conditional Use Permit. *Agenda items G1 – G4 are related. (Pages 18-24)*

G3. Public Hearing – Variance request, 8250 South Calle Sahuaro: The Applicant, Jose Matas, is requesting a variance of front yard, (street) side yard, and rear yard set back requirements to locate a manufactured home at 8250 South Calle Sahuaro, Guadalupe, AZ 85283. Similar to the Conditional Use Permit request, staff posted the property, published a legal advertisement for the public hearing, and notified property owners within 150' of the property of the variance and conditional use permit requests. The Applicant has paid all applicable fees associated with this request. The property set back requests are as follows:

Property location	Required set back	Requested variance	Final set back (if granted)
Front yard	25'	10'	15'
Side yard (street)	15'	5'	10'
Rear yard	10'	1'	9'

Agenda items G1 – G4 are related. (Pages 18-24)

G4. Variance request – 8250 South Calle Sahuaro: Per the Town Zoning Code, Part II, Administration, B. 1 and B. 2 a,b,c: a variance, as requested in agenda items G3 & G4, shall not be authorized unless the Town Council shall find upon sufficient evidence:

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

Because of the 76'x 26'8" dimensions of the manufactured home, the home will not fit on this lot within allowable setbacks unless the variances are granted, as requested.

Council also has the authority to add and or modify various stipulations to a Variance.

Agenda items G1 – G4 are related. (Pages 18-24)

G5. Approval of amendment to easement agreement with SBA 2012 TC Assets, LLC: This is a second amendment to an existing easement agreement with SBA 2012 TC Assets, LLC, to lease an additional 258 square feet of Town-owned land south of the Family Dollar store, where SBA leases an existing telecommunication facility. The existing facility has been in place since 2005, per the original September 19, 2005 agreement. This amendment would expand the leased space by 258 square feet, as shown in the attachments. The current rent for the existing facility is \$1,815/month, per the terms of the 2005 agreement. In consideration for the expanded space, the monthly rent would increase by \$250/month. In addition, a one-time \$1,000 donation to the Town is included as part of this second amendment. This second amendment to the original 2005 agreement and the 2016 first amendment complies with the terms identified in both, where the original agreement expires in September 2030; and, the first amendment extends the agreement term to September 2060 and does include an inflator rent from 2030 to 2060. Staff recommends approval of this amendment to the SBA easement agreement. (Pages 25-50)

G6. CLAIMS: The check register for June 2019, totals \$627,212.05. (Pages 51-67)

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

RR# 3267607

COPY OF NOTICE

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

Reference #

Notice Type: MCHRG NOTICE OF HEARING

Ad Description

Jose Matas, Applicant CONDITIONAL USE PERMIT

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

06/28/2019

NOTICE OF PUBLIC HEARING
CONDITIONAL USE PERMIT AND
VARIANCE APPLICATION The Town
Council of Guadalupe shall hold a
meeting open to the public on the 25th
day of July, 2019, 6:00 p.m., at
Guadalupe Town Hall, 9241 S.
Avenida del Yaqui, Council
Chambers, Guadalupe, Arizona, to
hold a public hearing for the following
purposes: 1. Conditional Use Permit
Application. Jose Matas, Applicant
(Applicant). Applicant is requesting a
Conditional Use Permit to locate a
manufactured home at 8250 South
Calle Sahuaro, Guadalupe, AZ 85283.
The parcel (#301-09-177; LN26) is
zoned R-1-6, Residential. 2. Variance
Application. Jose Matas, Applicant
(Applicant). Applicant is requesting a
variance of existing front yard, side
yard, and rear yard setbacks to locate
a manufactured home at 8250 South
Calle Sahuaro, Guadalupe, AZ 85283.
The parcel is zoned R-1-6,
Residential. The existing and
requested setbacks are as follows:
Property location Required set back
Requested variance Final set back (if
granted) Front yard 25' 10' 15' Side
yard 15' 5' 10' Rear yard 10' 1' 9'
Written comments or objections may
be filed at Town Hall prior to, or at the
hearing. Copies of the Application and
subdivision plat are available for
review at the Guadalupe Town Hall.
6/28/19

RR-3267607#

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

Publication	\$3.00
Arizona Sales Tax	\$0.02
Total	\$3.02

Your Legal Publishing



* A 0 0 0 0 0 5 1 3 6 5 6 7 *

CASE NO. _____

TOWN OF GUADALUPE

APPLICATION FOR:

9241 S. AVENIDDEL YAQUI
GUADALUPE, ARIZONA 85283
480-730-3080

- Variance
- Conditional Use
- Zoning Change

Zoning District: _____

Fee: _____

Receipt#: _____

THE REASON FOR THE REQUEST IS: To allow a manufactured Home
To be placed on the property

THE SUBJECT PROPERTY IS LEGALLY DESCRIBED AS: 8250 S calle Sahuard LN 26
Tempe, AZ 85283

Parcel 301-09-177

AND ITS GENERAL LOCATION IS: N S E W SIDE OF CALLE _____
_____ FEET N S E W OF CALLE _____ AND _____ FEET

BY _____ FEET TOTALING _____ SQ. FEET.

IF REQUESTING REZONING, INDICATE CHANGE: FROM _____ TO _____

APPLICANT: Jose Matas PHONE NO: 480-244-7998

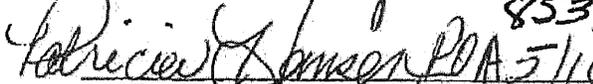
ADDRESS: 6610 S Marilyn Ann Dr. Tempe, AZ 85283

PROPERTY OWNER: Victoria silvas PHONE (602) 337-4204

NO: _____ ADDRESS: 3537 W. Monte May Laveen AZ
85339



APPLICANT'S SIGNATURE Date



OWNER'S SIGNATURE Date

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

Office Use Only:

PROCESSED BY: _____

DATE PROCESSED: _____

DATE OF COUNCIL MEETING: _____

DAPPROVED

DISSAPPROVED

MA-16-2019 08:46P FROM: HELEN HANSEN, JR

6022374504

TO: 6232016879

P.1/1

CASE NO. _____

TOWN OF GUADALUPE

APPLICATION FOR:

9241 S. AVENIDA DEL YAQUI
GUADALUPE, ARIZONA 85783
680-730-3080

- Variance
- Conditional Use
- Zoning Change

Zoning District: _____

Fee: _____

Receipt#: _____

THE REASON FOR THE REQUEST IS: Live to the size of the family
the house owner wants a larger home than the subdivision

THE SUBJECT PROPERTY IS LEGALLY DESCRIBED AS: 8250 S Calle Salvacion LN-26
Tempe, AZ 85283

Parcel 301-09-177

AND ITS GENERAL LOCATION: N S E W SIDE OF CALLE _____

FEET N S E W OF CALLE _____ AND _____ FEET

BY _____ FEET TOTALING _____ SQ. FEET.

IF REQUESTING REZONING, INDICATE CHANGE: FROM _____ TO _____

APPLICANT: Jose Mejias PHONE NO. 480-244-7998

ADDRESS: 6610 S Marilyn Ann Dr Tempe AZ

PROPERTY OWNER: Victoria Silvas PHONE (602) 237-4204

NO: _____ ADDRESS: 3537 W. Montebello, Laveen, AZ


APPLICANT'S SIGNATURE

Date


OWNER'S SIGNATURE

85339
Date

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

Office Use Only:

PROCESSED BY: _____ DATE PROCESSED: _____

DATE OF COUNCIL MEETING: _____ APPROVED DISSAPPROVED



June 11, 2019

TO WHOM IT MAY CONCERN:

Jose Matas is interested in purchasing a new manufactured home from Clayton Homes. Clayton Homes intends to purchase the land from Victoria Silvas. Jose Matas will then purchase the home and land from Clayton Homes.

**Ricardo Orozco
Sales Manager**

7835 E. Main St., Mesa, AZ 85207
(480) 354-0371 Fax (480) 354-0371
www.claytonphoenix.com

Matus

8250 S. Calle Sahvaro

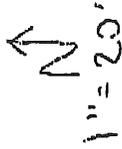
Guadalupe 85283

Ground Set

200 AMP

AIC

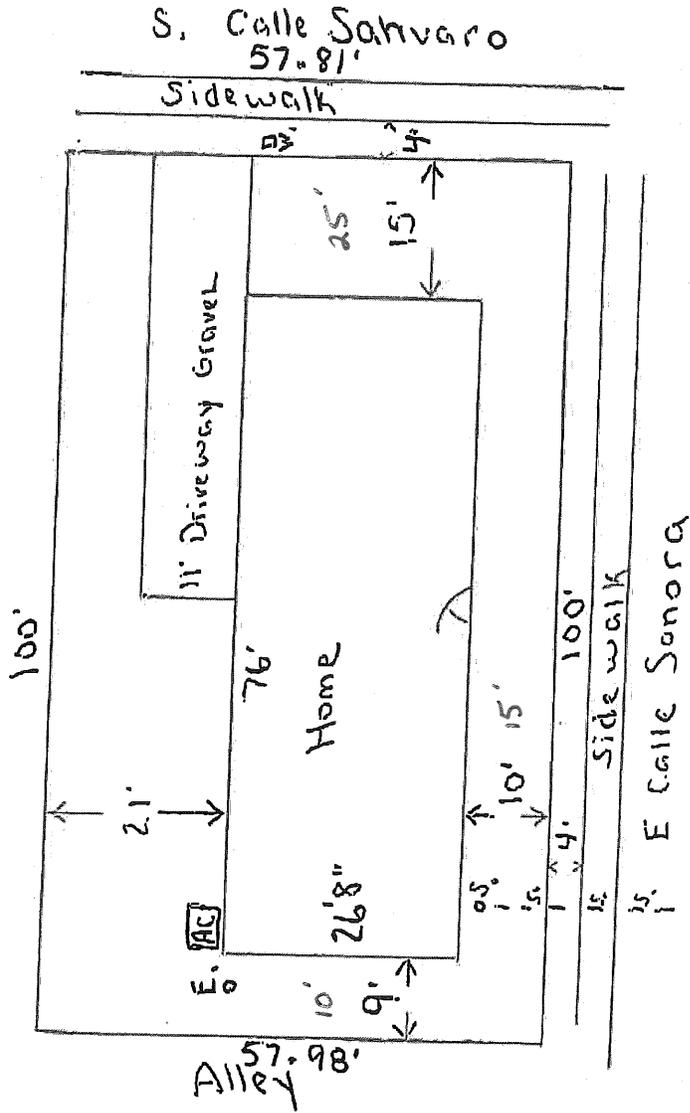
Block Stem Wall Skirting



1" = 20'

Parcel 301-09-177

LOT 26



Priest

Avenida del Yaqui

vs 60

Calle Cerrito

Calle Sahvaro

X Calle Sonora

Required in Blue

Prepared by: Catherine Hutchison
After recording return to: Rita Drinkwater
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
Ph: 1-800-487-7483 ext. 7872

Parcel ID: 301-44-022N

AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT TO EASEMENT AGREEMENT (“Amendment”) is executed this _____ day of _____, 2019, by and between **TOWN OF GUADALUPE, a municipal corporation, a political subdivision of the State of Arizona**, having an address at 9241 South Avenida del Yaqui, Guadalupe, Arizona 85283 (“Town”) and **SBA 2012 TC ASSETS, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 (“SBA”).

WHEREAS, Town and Sprint Spectrum L.P., a Delaware limited partnership entered into that certain Easement Agreement, dated September 19, 2005, as evidenced by that certain Memorandum of Easement, recorded October 25, 2005, as Document No. 2005-1605305, as amended by that certain Amendment to Easement Agreement, recorded October 19, 2016, as Document No. 20160767772, and ultimately assigned to SBA f/k/a TowerCo Assets LLC, a Delaware limited liability company, successor by merger to Tower Entity 2 LLC, a Delaware limited liability company, pursuant to that certain Assignment and Assumption of Lease, recorded March 18, 2009, as Document No. 20090239265, all recordings of the Office of the County Recorder of Maricopa County, Arizona, as amended and assigned from time to time (collectively, “Agreement”) for SBA’s use of a portion of the real property (“Site Easement”) located at 9241 South Avenida del Yaqui, Guadalupe, Arizona 85283 (hereinafter referred to as “Parent Parcel”), being more particularly described in the attached **Exhibit “A”**; and

WHEREAS, Town and SBA desire and intend to amend and supplement the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

1. **Paragraph B.**, of the Agreement is hereby amended to include the following:

Town hereby leases to SBA an additional two hundred fifty-eight (258) square feet of ground space (“Expanded Site Easement”) for a total leased space of approximately seven hundred eight feet (708) square feet of ground space as described in **Exhibit “B”**. This legal description shall replace the existing legal description of the Site Easement for all purposes under the Agreement. Town and SBA agree that the revised Site Easement legal description with access and utility easements can be substituted with a survey as soon as it becomes available.

2. The Site Easement as referenced in Exhibits “B”, “C”, and “D” of the Agreement are hereby deleted in their entirety and replaced with **Exhibit “B”** attached hereto and made a part hereof.
3. **Section 5. Consideration, Subsection 5.1 Easement**, of the Agreement is hereby amended to include the following:

As consideration for the Expanded Site Easement, Town’s rent shall incur an increase of Two Hundred Fifty and No/100 Dollars (\$250.00) per month (“Additional Rent”). The Additional Rent shall be due upon the commencement of construction activities at the Expanded Site Easement by SBA or any of SBA’s sublessees. All escalations currently provided in the Agreement arising prior to the Expanded Site Easement shall be unaffected by this section.

In the event that SBA is unable to secure or maintain a sublease for the Expanded Site Easement or if SBA is unable to obtain or maintain, through no fault of SBA, any license, permit or other Governmental Approval necessary to the construction and operation of the structures related to the use of the Expanded Site Easement, the aforementioned Additional Rent and escalation shall not be due and payable and SBA shall have no rights or obligations related to the Additional Rent or escalation.

4. Upon full execution of this Amendment, SBA shall pay to the Town a one-time donation of One Thousand and No/100 Dollars (\$1,000.00).
5. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.
6. This Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Parent Parcel is located without regard to principles of conflicts of law.

7. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.
8. Town acknowledges that the attached **Exhibit “B”** may be preliminary and, accordingly, SBA may replace and substitute such Exhibit with an accurate survey and legal descriptions of the Site Easement, Expanded Site Easement and Easements and re-record this Amendment with the approval of the Town, but such approval shall not be unreasonably withheld. Following such re-recording, the descriptions of the Site Easement, Expanded Site Easement and Easements described therein shall serve as the descriptions for same for all purposes under the Amendment.
9. Town represents and warrants to SBA that the Town is the sole owner in fee simple title to the Site Easement, the Expanded Site Easement and Easements and the Town’s interest under the Agreement and that consent or approval of no other person is necessary for the Town to enter into this Amendment.
10. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Amendment.
11. SBA shall have the right to record this Amendment.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

WITNESSES:

TOWN:

TOWN OF GUADALUPE, a municipal corporation, a political subdivision of the State of Arizona

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF ARIZONA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the _____ of Town of Guadalupe, a municipal corporation, a political subdivision of the State of Arizona, on behalf of said corporation, personally known to me or has produced _____ as identification.

Notary Public

(NOTARY SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

LESSEE:

SBA 2012 TC ASSETS, LLC, a Delaware limited liability company

By: _____

Alyssa Houlihan

Vice President - Site Leasing

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me on the _____ day of _____, 2019, by Alyssa Houlihan, Vice President - Site Leasing of SBA 2012 TC Assets, LLC, a Delaware limited liability company, on behalf of the company and who is personally known to me.

Notary Public

Print Name: _____

My Commission Expires: _____

(NOTARY SEAL)

EXHIBIT "A"**PARENT PARCEL DESCRIPTION (AS PROVIDED):**

SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA:

EXCEPT ANY PORTION LYING WITHIN GUADALUPE BARRIO NUEVO, ACCORDING TO BOOK 237 OF MAPS, PAGE 04, RECORDS OF MARICOPA COUNTY, ARIZONA;

AND EXCEPT ANY PORTION LYING WITHIN GUADALUPE BARRIO NUEVO SOUTH AMENDED, ACCORDING TO BOOK 289 OF MAPS, PAGE 09, RECORDS OF MARICOPA COUNTY, ARIZONA;

AND EXCEPT BEGINNING AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 4 EAST;

THENCE SOUTH 89 DEGREES 43 MINUTES 10 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 1318.19 FEET TO A POINT;

THENCE SOUTH 55 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF GUADALUPE ROAD, AND ON THE WEST LINE OF RANCHITOS PLACE, A SUBDIVISION RECORDED IN BOOK 31 OF MAPS, PAGE 37, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 00 DEGREES 04 MINUTES 43 SECONDS EAST ALONG THE WEST LINE OF SAID RANCHITOS PLACE, A DISTANCE OF 556.34 FEET TO A POINT;

THENCE NORTH 89 DEGREES 42 MINUTES 52 SECONDS WEST, 92.67 FEET;
 THENCE SOUTH 77 DEGREES 46 MINUTES 54 SECONDS WEST, 60.96 FEET;
 THENCE SOUTH 87 DEGREES 55 MINUTES 35 SECONDS WEST, 101.66 FEET;
 THENCE SOUTH 70 DEGREES 29 MINUTES 55 SECONDS WEST, 97.53 FEET;
 THENCE SOUTH 80 DEGREES 32 MINUTES 49 SECONDS WEST, 50.12 FEET;
 THENCE SOUTH 76 DEGREES 30 MINUTES 17 SECONDS WEST, 81.00 FEET;
 THENCE SOUTH 85 DEGREES 12 MINUTES 16 SECONDS WEST, 59.00 FEET;
 THENCE NORTH 65 DEGREES 23 MINUTES 17 SECONDS WEST, 159.00 FEET;
 THENCE NORTH A DISTANCE OF 129 FEET;
 THENCE NORTH 52 DEGREES 45 MINUTES 50 SECONDS EAST, 146.00 FEET;
 THENCE NORTH 20 DEGREES 10 MINUTES 29 SECONDS EAST, 152.87 FEET;

THENCE NORTH 05 DEGREES 31 MINUTES 26 SECONDS EAST, 214.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GUADALUPE ROAD, SAID POINT BEING 55 FEET SOUTH OF THE NORTH LINE OF SECTION 9;

THENCE SOUTH 89 DEGREES 43 MINUTES 10 SECONDS EAST, ALONG A LINE 55 FEET SOUTH OF THE NORTH LINE OF SECTION 9 AND PARALLEL TO SAID SECTION LINE, A DISTANCE OF 487.02 FEET TO THE POINT OF BEGINNING.

AND EXCEPT THE SOUTH 15.0 FEET OF THE NORTH 55.0 FEET OF THE WEST 333.0 FEET AND THE EAST 22.0 FEET OF THE WEST 55.0 FEET OF THE NORTH 340.0 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

AND EXCEPT BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 9, WHICH IS ALSO THE INTERSECTION OF 56TH STREET AND GUADALUPE ROAD BEING REFERENCED BY A G.L.O. BRASSCAP IN A HANDHOLE;

THENCE SOUTH (ASSUMED) ALONG THE WEST LINE OF SAID SECTION 9, AND CENTERLINE OF SAID 56TH STREET, 750.00 FEET;

THENCE EAST, 55.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 56TH STREET AND ALSO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE NORTH 89 DEGREES 58 MINUTES 08 SECONDS EAST, A DISTANCE OF 248.91 FEET;

THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SECTION 9, A DISTANCE OF 175.00 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 08 SECONDS NORTH, A DISTANCE OF 248.91 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 56TH STREET;

THENCE NORTH PARALLEL WITH AND 55.00 FEET EASTERLY FROM THE WEST LINE OF SAID SECTION 9, A DISTANCE OF 175.00 FEET TO THE TRUE POINT OF BEGINNING.

AND EXCEPT BEGINNING AT THE NORTHWEST CORNER OF SAID INTERSECTION OF 56TH ST. GUADALUPE ROAD BEING REFERENCED BY G.L.O. BRASS CAP IN A HANDHOLD;

THENCE SOUTH (ASSUMED) ALONG THE WEST LINE OF SAID SECTION 9, AND CENTER LINE OF SAID 56TH ST., 925.00 FEET;

THENCE EAST (ASSUMED) 55.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 56TH ST. AND ALSO BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE NORTH 89 DEGREES 58 MINUTES 08 SECONDS EAST, A DISTANCE OF 248.91 FEET;

THENCE SOUTH 39 DEGREES 31 MINUTES 18 SECONDS EAST, A DISTANCE OF 96.68 FEET;

THENCE SOUTH 45 DEGREES 01 MINUTES 01 SECONDS WEST, A DISTANCE OF 142.00 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 08 SECONDS WEST, A DISTANCE OF 210.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 56TH ST.;

THENCE NORTH PARALLEL TO AND 55.00 FEET EASTERLY FROM THE WEST LINE OF SAID SECTION 9, A DISTANCE OF 175.00 FEET TO THE TRUE POINT OF BEGINNING.

LESS AND EXCEPT:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 4, EAST BEING A BRASS CAP IN HAND HOLE;
 THENCE SOUTH 89°43'10" EAST A DISTANCE OF 831.39 FEET;
 THENCE SOUTH 00°16'50" WEST A DISTANCE OF 55.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF GUADALUPE ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING;
 THENCE SOUTH 05°31'26" WEST A DISTANCE OF 199.48 FEET;
 THENCE NORTH 89°53'54" WEST A DISTANCE OF 179.02 FEET;
 THENCE NORTH 00°00'27" WEST A DISTANCE OF 133.66 FEET;
 THENCE NORTH 90°00'00" EAST A DISTANCE OF 18.02 FEET;
 THENCE NORTH 00°00'00" WEST A DISTANCE OF 65.46 FEET TO SAID SOUTH RIGHT OF WAY LINE OF GUADALUPE ROAD;
 THENCE SOUTH 89°43'10" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 180.22 FEET TO THE POINT OF BEGINNING.

BEING THAT CERTAIN PROPERTY CONVEYED TO FAMILY DOLLAR, INC. A NORTH CAROLINA CORPORATION, GRANTEE, FROM THE TOWN OF GUADALUPE, A MUNICIPAL CORPORATION, GRANTOR, RECORDED ON 06/04/2004, AS INSTRUMENT #20040637256 OF COUNTY RECORD.

TAX ID NO: 301-44-022N

DERIVATION CLAUSE

BEING THE SAME PROPERTY CONVEYED TO TOWN OF GUADALUPE, A MUNICIPAL CORPORATION, GRANTEE, FROM THE GUADALUPE ORGANIZATION, AN ARIZONA NON-PROFIT CORPORATION RECORDED 10/27/1998, AS INSTRUMENT NO: 98-0959762 OF COUNTY RECORDS.

Exhibit "B"**ORIGINAL EASEMENT AREA (AS SURVEYED):**

Situated in the County of Maricopa, State of Arizona. Known as being a part of Northwest Quarter of the Northwest Quarter of Section 9, Township 1 South, Range 4 East of the Gila and Salt River Base and Meridian, and being a 450 square foot Original Easement Area over and upon a parcel of land now or formerly conveyed to the Town of Guadalupe as recorded in Instrument No: 98-0959762 of Maricopa County records and being more particularly described as follows:

Commencing at the Northwest Corner of said Section 9;
 Thence along the northerly line of said Section 9, South 89°43'28" East a distance of 674.19 feet;
 Thence South 00°16'32" West a distance of 55.00 feet to the southerly right-of-way of Calle Guadalupe;
 Thence continuing South 00°16'32" West a distance of 210.78 feet;
 Thence South 89°43'28" East a distance of 88.34 feet;
 Thence South 28°43'28" East a distance of 28.53 feet;
 Thence South 61°16'32" West a distance of 12.00 feet to the Point of Beginning;

Thence South 29°00'00" East a distance of 22.08 feet;
 Thence South 61°00'00" West a distance of 15.00 feet;
 Thence North 29°00'00" West a distance of 30.00 feet;
 Thence North 61°00'00" East a distance of 15.00 feet;
 Thence South 29°00'00" East a distance of 7.92 feet to the Point of Beginning.

The Original Easement Area contains 0.010 acres, or 450 square feet, of land.

EASEMENT EXPANSION AREA (AS SURVEYED):

Situated in the County of Maricopa, State of Arizona. Known as being a part of Northwest Quarter of the Northwest Quarter of Section 9, Township 1 South, Range 4 East of the Gila and Salt River Base and Meridian, and being a 258 square foot Easement Expansion Area over and upon a parcel of land now or formerly conveyed to the Town of Guadalupe as recorded in Instrument No: 98-0959762 of Maricopa County records and being more particularly described as follows:

Commencing at the Northwest Corner of said Section 9;
 Thence along the northerly line of said Section 9, South 89°43'28" East a distance of 651.16 feet;
 Thence South 00°16'32" West a distance of 55.00 feet to the southerly right-of-way of Calle Guadalupe;
 Thence South 00°00'00" West a distance of 65.46 feet;
 Thence North 90°00'00" West a distance of 18.02 feet;
 Thence South 00°00'27" East a distance of 133.66 feet;
 Thence South 89°53'54" East a distance of 179.02 feet;
 Thence South 05°26'50" West a distance of 13.85 feet;
 Thence South 20°10'11" West a distance of 68.27 feet;

Thence North 69°49'49" West a distance of 10.22 feet to the Point of Beginning;

Thence South 61°00'00" West a distance of 18.00 feet;

Thence North 29°00'00" West a distance of 18.00 feet;

Thence North 61°00'00" East a distance of 7.00 feet;

Thence South 29°00'00" East a distance of 6.00 feet;

Thence North 61°00'00" East a distance of 11.00 feet;

Thence South 29°00'00" East a distance of 12.00 feet to the Point of Beginning.

The Easement Expansion Area contains 0.006 acres, or 258 square feet, of land.

OVERALL EASEMENT AREA (AS SURVEYED):

Situated in the County of Maricopa, State of Arizona. Known as being a part of Northwest Quarter of the Northwest Quarter of Section 9, Township 1 South, Range 4 East of the Gila and Salt River Base and Meridian, and being a 708 square foot Overall Easement Area over and upon a parcel of land now or formerly conveyed to Town of Guadalupe as recorded in Instrument No: 98-0959762 of Maricopa County records and being more particularly described as follows:

Commencing at the Northwest Corner of said Section 9;

Thence along the northerly line of said Section 9, South 89°43'28" East a distance of 651.16 feet;

Thence South 00°16'32" West a distance of 55.00 feet to the southerly right-of-way of Calle Guadalupe;

Thence South 00°00'00" West a distance of 65.46 feet;

Thence North 90°00'00" West a distance of 18.02 feet;

Thence South 00°00'27" East a distance of 133.66 feet;

Thence South 89°53'54" East a distance of 179.02 feet;

Thence South 05°26'50" West a distance of 13.85 feet;

Thence South 20°10'11" West a distance of 68.27 feet;

Thence North 69°49'49" West a distance of 10.22 feet to the Point of Beginning;

Thence South 61°00'00" West a distance of 18.00 feet;

Thence North 29°00'00" West a distance of 18.00 feet;

Thence North 61°00'00" East a distance of 7.00 feet;

Thence North 29°00'00" West a distance of 24.00 feet;

Thence North 61°00'00" East a distance of 15.00 feet;

Thence South 29°00'00" East a distance of 30.00 feet;

Thence South 61°00'00" West a distance of 4.00 feet;

Thence South 29°00'00" East a distance of 12.00 feet to the Point of Beginning.

The Overall Easement Area contains 0.016 acres, or 708 square feet, of land.

NON-EXCLUSIVE ACCESS & UTILITY EASEMENT (AS SURVEYED):

Situated in the County of Maricopa, State of Arizona. Known as being a part of Northwest Quarter of the Northwest Quarter of Section 9, Township 1 South, Range 4 East of the Gila and Salt River Base and Meridian, and being a 17,806 square foot Non-Exclusive Access & Utility Easement over and upon a parcel of land now or formerly conveyed to Town of Guadalupe as recorded in Instrument No: 98-0959762 of Maricopa County records and being more particularly described as follows:

Commencing at the Northwest Corner of said Section 9;
 Thence along the westerly line of said Section 9, South 00°00'00" East a distance of 717.95 feet;
 Thence South 90°00'00" East a distance of 54.97 feet to a point on the easterly right-of-way of S. Avenida Del Yaqui and the Point of Beginning;

Thence North 89°49'12" East a distance of 240.04 feet;
 Thence North 53°26'59" East a distance of 120.77 feet;
 Thence North 62°51'00" East a distance of 122.16 feet;
 Thence North 47°49'05" East a distance of 155.11 feet;
 Thence North 50°44'32" East a distance of 128.02 feet;
 Thence North 14°32'54" East a distance of 85.50 feet;
 Thence North 29°00'00" West a distance of 12.96 feet;
 Thence North 61°00'00" East a distance of 20.00 feet;
 Thence South 29°00'00" East a distance of 24.00 feet;
 Thence South 61°00'00" West a distance of 7.00 feet;
 Thence South 29°00'00" East a distance of 18.00 feet;
 Thence South 61°00'00" West a distance of 13.01 feet;
 Thence South 14°32'54" West a distance of 70.98 feet;
 Thence South 50°44'32" West a distance of 134.30 feet;
 Thence South 47°48'48" West a distance of 156.98 feet;
 Thence South 62°51'00" West a distance of 123.16 feet;
 Thence South 53°26'59" West a distance of 125.70 feet;
 Thence South 89°49'12" West a distance of 246.61 feet to a point on said easterly right-of-way of S. Avenida Del Yaqui;
 Thence along said easterly right-of-way, North 00°10'48" West a distance of 20.00 feet to the Point of Beginning.

The Non-Exclusive Access & Utility Easement contains 0.409 acres, or 17,806 square feet, of land.

NON-EXCLUSIVE ACCESS EASEMENT (AS SURVEYED):

Situated in the County of Maricopa, State of Arizona. Known as being a part of Northwest Quarter of the Northwest Quarter of Section 9, Township 1 South, Range 4 East of the Gila and Salt River Base and Meridian, and being a 3,991 square foot Non-Exclusive Access Easement over and upon a parcel of land now or formerly conveyed to the Town of Guadalupe as recorded in Instrument No: 98-0959762 of Maricopa County records and being more particularly described as follows:

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 -v3 **AZ45131-A/Mercado**

Commencing at the Northwest Corner of said Section 9;
 Thence along the northerly line of said Section 9, South 89°43'28" East a distance of 674.19 feet;
 Thence South 00°16'32" West a distance of 55.00 feet to the southerly right-of-way of Calle
 Guadalupe and the Point of Beginning;

Thence continuing South 00°16'32" West a distance of 210.78 feet;
 Thence South 89°43'28" East a distance of 88.34 feet;
 Thence South 28°43'28" East a distance of 28.53 feet;
 Thence South 61°16'32" West a distance of 12.00 feet;
 Thence North 28°43'28" West a distance of 21.47 feet;
 Thence North 89°43'28" West a distance of 93.28 feet;
 Thence North 00°16'32" East a distance of 222.78 feet to said southerly right-of-way of Calle
 Guadalupe;
 Thence along said right-of-way, South 89°43'28" East a distance of 12.00 feet to the Point of
 Beginning.

The Non-Exclusive Access Easement contains 0.092 acres, or 3,991 square feet, of land.

NON-EXCLUSIVE UTILITY EASEMENT (AS SURVEYED):

Situated in the County of Maricopa, State of Arizona. Known as being a part of Northwest Quarter
 of the Northwest Quarter of Section 9, Township 1 South, Range 4 East of the Gila and Salt River
 Base and Meridian, and being a 5,913 square foot Non-Exclusive Utility Easement over and upon a
 parcel of land now or formerly conveyed to the Town of Guadalupe as recorded in Instrument No:
 98-0959762 of Maricopa County records and being more particularly described as follows:

Commencing at the Northwest Corner of said Section 9;
 Thence along the northerly line of said Section 9, South 89°43'28" East a distance of 457.19 feet;
 Thence South 00°16'32" West a distance of 55.00 feet to the southerly right-of-way of Calle
 Guadalupe and the Point of Beginning;

Thence continuing South 00°16'32" West a distance of 236.13 feet;
 Thence South 89°43'28" East a distance of 232.32 feet;
 Thence North 00°16'32" East a distance of 50.00 feet;
 Thence South 89°43'28" East a distance of 10.00 feet;
 Thence South 00°16'32" West a distance of 50.00 feet;
 Thence South 89°43'28" East a distance of 59.83 feet;
 Thence South 61°00'00" West a distance of 11.96 feet;
 Thence South 29°00'00" East a distance of 4.76 feet;
 Thence North 89°43'28" West a distance of 304.05 feet;
 Thence North 00°16'32" East a distance of 246.13 feet to said southerly right-of-way of Calle
 Guadalupe; Thence along said right-of-way, South 89°43'28" East a distance of 10.00 feet to the
 Point of Beginning.

The Non-Exclusive Utility Easement contains 0.136 acres, or 5,913 square feet, of land.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") dated September 19, 2005, by and between the **TOWN OF GUADALUPE**, a political subdivision of the State of Arizona, (GRANTOR), hereinafter ("Town") and **SPRINT SPECTRUM L.P.**, a Delaware limited partnership, having a principal place of business at 6391 Sprint Parkway, Overland Park, Kansas 66251-2650 hereinafter ("Sprint").

A. The Town is the record owner of a certain parcel of real property located in Maricopa County, Arizona; and

B. Sprint desires to use said property and place thereon a base station and a communications tower. Said property is further described as being approximately 450 square feet and further described as see Exhibit "A."

C. Sprint desires a non-exclusive easement over and across a portion of Town's property, including rights-of-way and access easements for the construction, installation, operation, maintenance and repair of a telecommunications facility and related services; and

D. The Town is willing to grant an easement to Sprint upon the terms and conditions set forth in this Agreement.

1. Grant of Easements.

1.1 **Easement; Location.** Town hereby grants to Sprint, and Sprint hereby accepts, an exclusive easement ("Site Easement") for use of the property described in Exhibit "A" as a communications site as permitted in Section 2, and a non-exclusive easement for ingress and egress ("Access Easement") over the property described in Exhibit "B", which is a portion of the site of the Guadalupe Town Hall Complex located at 9241 S. Avenida del Yaqui, Guadalupe, Arizona, 85283. The Site Easement, the Access Easement and the Utility Easement (defined in Section 1.2) are collectively referred to as the "Easements". The Town and Sprint hereby agree that the Easements including any access areas, defined herein, shall be surveyed by a licensed surveyor at the sole cost of Sprint, and after approval by Town, which approval shall not unreasonably be withheld, the legal descriptions set forth in the survey shall become Exhibit A and Exhibit B and a part hereof.

1.2 **Utility Easement.** The Town agrees, to the extent permitted by law, to execute any additional easement documents as may be reasonably required by any and all utility companies in connection with Sprint's use of the Site Easement, as such utility easements are generally depicted on the site plan ("Utility Easement"). The rights granted to Sprint herein are for the purpose of installing, constructing, maintaining, restoring, replacing, and operating Sprint's equipment located within or on the Easements. Such rights shall include the right of ingress and egress, twenty-four (24) hours per day, seven (7) days per week, for access to or from any of Sprint's equipment.

1.3 **Non-exclusive Rights.** The Town covenants that Sprint, upon paying the consideration and performing the covenants by it herein made, shall and may peacefully and quietly have, hold and enjoy the Easements; provided, however, that Sprint's rights to the Access Easement and the Utility Easement hereunder are non-exclusive, and the Town may enter into leases or grant easements on the site for other telecommunications facility use or otherwise, so long as such other usage does not interfere with Sprint's signal or other permitted use of the Easements as described herein, with no reduction or return of the consideration or obligations of Sprint hereunder. Sprint hereby consents to the use of certain portions of the Town's contiguous property by another communication provider for the erection, operation and maintenance of a transmission facility (including an antenna structure) so long as (a) the Town provides not less than sixty (60) days' prior notice to Sprint of the erection of such facility together with facility specifications for Sprint's approval, (b) the erection, maintenance and operation of such transmission facility shall not result in any interference with or impairment or diminution in the quality of the communications service rendered by Sprint to or from the Property, and (c) no changes shall be made to the antenna structure of such other provider without Sprint's prior written consent, which consent shall not be unreasonably withheld. If Sprint deems, in its sole discretion, that the provisions of this article have been violated by the Town or such other provider, Sprint shall provide the Town with notice of such violation. If such violation is not cured or mitigated (at no expense to Sprint) within twenty-four (24) hours of receipt of such notice, the Town shall cause such other provider to immediately cease use of its radio system, or portion thereof causing such interference, until such time as the interference is cured. The Town shall require that any agreement with such other provider shall include a provision requiring compliance by such other provider with the provisions of this article.

1.4 **The Town's Access.** It is understood and agreed that Sprint shall have the exclusive right to use the Site Easement, and the non-exclusive right to utilize the Access Easement and the Utility Easement. All locks and keys for any building used by Sprint shall be provided by Sprint to the Town. Sprint shall provide the Town with a set of keys to all such locks prior to installation or any change of locks. Notwithstanding the foregoing, Town retains the right to enter upon the Site Easement in case of an emergency.

1.5 **Parking Space.** The Easements shall include the non-exclusive right to use one (1) motor vehicle parking space in such parking area as the Town may designate.

1.6 **Recording of Memorandum.** This Agreement shall not be recorded, but the parties agree to execute and record a Memorandum of Easement in the form attached hereto as Exhibit "E".

2. **Uses of Easements.**

2.1 **Permitted Uses.** Sprint shall use the Easements solely as a radio communications site for providing radio and wireless communications services to the public. Sprint shall not use the Easements for any other purposes without the written consent of the Town, which consent will not be unreasonably withheld, conditioned or delayed.

2.2 **Limitation on Permitted Uses.** Sprint's use shall be strictly limited to installation of the improvements shown on Exhibits "C" and "D" attached hereto. Any

new improvements which require additional ground space necessary for equipment or additional utility construction may be contingent upon modification of the consideration to be paid under Section 5 in an amount agreed upon by both parties.

2.3 Hazardous Substances. Sprint shall not use, generate, store or dispose of any hazardous material on, under, or within the Easements or materials which are in any way explosive or hazardous, in violation of any law or regulation. No person shall erect any engine, motor or other machinery on the Easements, or use any gas, electricity, inflammable liquid or charcoal therein, without the prior written approval of the Town, which shall not be unreasonably delayed or withheld, but shall take into account that the Easements are located at a public site. The Town acknowledges that certain hazardous materials (sulfuric acid, lead and diesel fuel) are contained in batteries and other electrical and standby electrical power equipment and components routinely used by Sprint in the operation of its telecommunications facility. The Town hereby consents to such use by Sprint of electrical transformers and equipment as are customary and usual for a telecommunications facility. The Town hereby further consents to Sprint's use of a temporary portable gasoline or diesel fuel powered backup generator on the Easement for a period not to exceed ten (10) consecutive days, strictly conditioned upon the Town's sole opinion that any such use will not be disruptive in any manner to the Town's operation of its Town Hall Complex, or to any of the other tenants at the Town Hall Complex.

3. **Term.** This Agreement shall be for an initial term of five (5) years. Sprint shall have the right to extend this Agreement beyond the initial term for four (4) additional successive optional extension terms of five (5) years each, by providing the Town with no less than six (6) months and no more than nine (9) months advance written notice for each term.

4. **Commencement Date.** The initial term of this Agreement shall commence on the date Sprint commences construction ("Commencement Date"). Sprint shall be permitted to occupy the Easements and commence construction of the telecommunications facility upon receipt of all such permits and approvals required by applicable governmental agencies and notice to the Town.

5. **Consideration.**

5.1 **Easement.** Sprint shall pay to Town as consideration the sum of One Thousand Two Hundred Dollars 00/100 (\$1,500.00) per month, due and payable on the Commencement Date and on each annual anniversary of the Commencement Date thereafter, in advance, in the amount of Eighteen Thousand Dollars 00/100 (\$18,000.00). Rent for each successive five-year Renewal Term will increase by 10% over the rent in effect for the prior five-year term. Notwithstanding anything contained in this Section, Sprint's obligation to pay rent is contingent upon Sprint's receipt of an IRS approved W-9 form setting forth the tax identification number of Owner or of the person or entity to whom rent checks are to be made payable as directed in writing by Owner.

5.2 **The Town's Expenses.** In consideration of the legal and administration costs incurred by the Town in entering into this Agreement and other substantially similar Agreements to be entered into at or about the same time by the parties, Sprint shall pay the Town upon signing this Agreement for its legal and administration expenses incurred in

connection herewith, a one time fee of Two Thousand and 00/100 Dollars (\$2,000.00) in the aggregate.

5.3 **Net Payments.** The Town shall receive all payments provided for hereunder free and clear of any and all deductions, setoffs, impositions, taxes, liens, charges or expenses of any nature whatsoever.

5.4 **Delinquent Interest.** All late payments due to the Town from Sprint shall bear interest at the rate of one and one half percent (1 ½ %) per month from the date due until payment is received by the Town.

6. **Utilities and Taxes.** Sprint shall install separate utility meters at the premises and, Sprint shall be responsible directly to the servicing utilities for all utilities required for Sprint's use of the premises, and shall pay when due, all charges for utilities utilized by Sprint. If there is a loss of electrical service at the Site, Sprint may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site or the property adjacent to the Site at the location depicted in Exhibit A. Sprint will pay Owner any increase in Owner's real property taxes that is directly and solely attributable to improvements to the Site made by Sprint. Owner must pay prior to delinquency, all property taxes and assessments attributable to the property of Owner of which the Site is a part. Within 60 days after receipt of evidence of Owner's payment, Sprint will pay to Owner any increase in Owner's real property taxes which Owner demonstrates, to Sprint's satisfaction, is solely attributable to any improvements to the Site made by Sprint.

7. **Licenses and Permits.** Sprint shall be responsible for obtaining all certificates, licenses, permits and other consents and approvals that may be required by any federal, state or local authorities for the use of the Easements and the conduct of its business. Town shall reasonably cooperate with Sprint, but at no expense to Town, in Sprint's efforts to obtain such approvals.

8. **Construction and Maintenance.**

8.1 **Installation of Improvements.** Sprint may construct and install improvements to establish a telecommunications facility on the Easements as shown on the Site Plan, attached hereto as Exhibit "C", and as specifically recited in the description of Improvements, attached hereto as Exhibit "D". All Improvements shall be at Sprint's expense. Upon the expiration or termination of this Agreement, for breach or otherwise, all real property improvements shall (at the Town's option pursuant to section 12.7 hereof) either be removed as part of the restoration of the Town's property, or they shall be owned by the Town free and clear, and surrendered with the Easements, and all personal property shall be removed by Sprint.

The Town makes no warranties or representations of any type whatsoever of the suitability or design of the site. The Town has no expertise in the area of the permitted use or the design or construction of the improvements. Sprint represents that Sprint has examined the site and any improvements thereon, determined that they are sound and reasonably constructed to meet Sprint's needs, and that Sprint has substantial expertise to make these findings, and that their use is being accepted "as is".

8.2 Maintenance and Repairs. Sprint shall maintain the improvements and all equipment installed by Sprint pursuant to this Agreement so as to be safe, clean, in good repair, and have a neat appearance. Sprint shall be responsible for all maintenance and repairs of the improvements and the equipment installed by Sprint, at Sprint's sole expense. The Town explicitly disclaims any obligations of any type whatsoever to improve or repair any improvements of any type whatsoever, including existing improvements to the site and the communications tower. Sprint, with or without the cooperation of other permittees, shall be responsible for any repairs or maintenance deemed reasonably necessary by Sprint to the site and communications tower. Further, The Town shall use reasonable efforts to cause any current or future user of the existing site and communications tower to reasonably cooperate with each other in connection with the maintenance and repair of said site and communications tower; to share in the cost thereof on a fair basis; and to enter into a written agreement to this effect.

8.3 The Town's Approval. All Improvements, modifications, repairs and maintenance shall be constructed, placed and made in a first-class workmanlike manner, in accordance with plans, specifications and schedules reviewed and approved in advance and in writing by the Town, and shall be coordinated with the Town and conducted so as not to create an unsafe or dangerous condition, or unduly interfere with the conduct of any other activities at the Town Hall Complex. The Town's approval of plans, specifications and schedules shall not be unreasonably delayed or withheld.

8.4 Construction Liens. Any worker, material or mechanic's lien filed against The Town's property, for work claimed to have been done for, or materials claimed to have been furnished to Sprint, shall be discharged by Sprint, by bond or otherwise, within twenty (20) days after the filing thereof, at Sprint's sole cost and expense.

8.5 Personal Property. Sprint shall make proper arrangements for receiving, handling, storage and installation of its equipment and other personal property. The Town shall not be liable for any loss, damage or injury to properties of any kind that are shipped or otherwise delivered to the site or installed or stored in or on the Easements, except for losses caused by the negligence or willful misconduct of the Town or its agents. The Town shall assume no responsibility for losses suffered by Sprint, or its agents, employees or invitees, which are occasioned by theft or the disappearance of equipment or other personal property, unless caused by the negligence or willful misconduct of the Town.

8.6 Signs. Sprint may post a sign no larger than 12 inches by 12 inches at the entrance identifying the Easements holder as Sprint, and any other sign that is required by law. No other signs or advertising of any type shall be permitted.

8.7 Exculpation. The Town shall not be liable to Sprint, and Sprint hereby waives any claim in connection with, or against any other persons whatsoever: (i) for any damage occasioned by plumbing, gas, water, steam, sprinkler or other pipe or sewer system, or by the bursting, running, leaking of any tank, water stand, closet, waste or other pipes on the Town's property or at the Town Hall, or for any damage occasioned by water being upon or coming through the roof and (ii) in connection with any failure to furnish, or any interruption of water, gas, electricity, hot or cold air, or sewer system, or caused by fire, theft, vandalism, riots, strikes, wars, labor disputes, equipment breakdown, or acts of God, to all or any part of the Easements or the Town Hall, or the making of any

repairs or improvements unless caused by the negligence or willful misconduct of the Town. Sprint recognizes that certain additions, replacements and repairs to the Town Hall may be made from time to time or at the direction of the Town, and agrees that such shall not entitle Sprint to any modification of the terms of this Agreement, or alter the obligations of Sprint hereunder; provided, however, that such additions, replacements or repairs to the Town Hall, during construction and when completed, shall not interfere with Sprint's signal or other permitted use of the Easements as described herein.

9. **Indemnification.** The following provisions of this section 9 shall survive the expiration or termination of this Agreement.

9.1 **Environmental Matters.** Sprint shall be solely responsible for and shall defend, indemnify and hold the Town, and its Council, officers, employees and agents, harmless from and against any and all direct claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with removal, cleanup or restoration of the Easements associated with Sprint's introduction or use of Hazardous Materials (as defined below) on the Easements, except when such claims are caused by the Town's negligence or willful misconduct. The Town shall be solely responsible for and shall defend, indemnify and hold Sprint, and its officers, employees and agents, harmless from and against any and all direct claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with removal, cleanup or restoration of the Easements with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced or used on the Easements by Sprint, except when such claims are caused by Sprint's negligence or willful misconduct. "Hazardous Materials" for purposes of this Section 9.1 shall mean asbestos or any hazardous substance, waste or material as defined in any federal, state or local environmental or safety law or regulation including, without limitation, the Resource Conservation and Recovery Act of 1976, as amended, and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

9.2 **General.** Except as provided in section 9.1, as to the Town, and its Council, agents, officers and employees, Sprint hereby agrees to indemnify, defend and save each of them harmless from and against, any and all liability, loss, damage, cost or expense, including, without limitation, reasonable defense costs and attorneys' fees, and claims for damage of any nature whatsoever, including, without limitation, causes of action, suits, demands or judgments in connection with bodily injury, death, personal injury, property damage or contractual liability arising from or due to (i) any breach or default on the part of the Sprint in the performance of any covenant or agreement hereunder; (ii) any accident, injury to or death of any person, or damage to or loss of property or any other thing occurring in, on or about the Town Hall Complex or upon adjoining sidewalks, streets or ways, growing out of, resulting from or arising out of the installation of equipment and improvements by the Sprint on, or the use and occupancy of the Easements by Sprint; (iii) any negligent or intentional act or omission of Sprint or its officers, directors, partners, employees, agents, contractors, invitees or any person for whose conduct Sprint is legally responsible directly or indirectly; (iv) any violation by Sprint of any laws affecting the Easements or any part thereof or the occupancy or use thereof; and (v) any claims of any type whatsoever made by other users of the telecommunications site or communications monopole wherein it is alleged that Sprint has unreasonably interfered with any other user's proper use of the site or caused damages of any kind to any other user.

Notwithstanding the foregoing, Sprint shall not be liable to the Town for such claims or damages as may be due to or caused by the negligence or willful misconduct of the Town, or its Council, officers, employees or agents.

9.3. Town's Indemnity Obligations. Except as provided in section 9.1, as to Sprint, and its agents, officers and employees, Town hereby agrees to indemnify, defend and save each of them harmless from and against, any and all liability, loss, damage, cost or expense, including, without limitation, reasonable defense costs and attorneys' fees, and claims for damage of any nature whatsoever, including, without limitation, causes of action, suits, demands or judgments in connection with bodily injury, death, personal injury, property damage or contractual liability arising from or due to (i) any breach or default on the part of the Town in the performance of any covenant or agreement hereunder; (ii) any accident, injury to or death of any person, or damage to or loss of property or any other thing occurring in, on or about the Town Hall Complex or upon adjoining sidewalks, streets or ways, growing out of, resulting from or arising out of Town's or its agents' ownership, maintenance, occupancy or use of the Property; (iii) any negligent or intentional act or omission of Town or its Council, officers, directors, employees, agents, contractors, invitees or any person for whose conduct Town is legally responsible directly or indirectly; (iv) any violation by Town of any laws affecting the Easements or any part thereof or the ownership, occupancy or use thereof; and (v) any claims of any type whatsoever made by other users of the telecommunications site or communications monopole wherein it is alleged that Town has unreasonably interfered with any other user's proper use of the site or caused damages of any kind to any other user. Notwithstanding the foregoing, Town shall not be liable to Sprint for such claims or damages as may be due to or caused by the negligence or willful misconduct of Sprint or its officers, employees or agents.

10. Insurance.

10.1 Liability Insurance. Sprint shall provide and maintain throughout the term of this Agreement comprehensive liability insurance in an amount of not less than One Million Dollars, (\$1,000,000.00) for injury to or death of any one person, Two Million Dollars, (\$2,000,000.00) for injury or death of two or more persons, and Five Million Dollars, (\$5,000,000.00) for property damage, written by an insurance company licensed to do business in Arizona. All insurance shall identify this Agreement; shall contain express conditions that the Town is to be given thirty (30) days advance written notice of any cancellation or termination of coverage; shall provide that such insurance shall not be reduced or eliminated because of any acts of Sprint or its officers, directors, partners, agents or employees; shall include but not name the Town as additional insured, protecting and indemnifying the Town and Sprint; and shall provide that such coverage shall be primary and not contributing with respect to any insurance maintained by the Town except in the case of the Town's negligence or willful misconduct. Any rights of the Town under such insurance shall not limit, in any manner whatsoever, any rights the Town may have against Sprint under this Agreement. Sprint shall furnish the Town with a certificate indicating the applicable coverage upon request. If Sprint fails to maintain any required insurance, the Town may declare a breach under this Agreement and/or purchase it on Sprint's behalf, and Sprint shall upon demand immediately reimburse the Town for the cost thereof.

10.2 **Personal Property Insurance.** Except as provided in this Agreement, the Town assumes no responsibility for property of Sprint. Sprint may elect to maintain property damage insurance for all its property located on the Easements. Except as provided in this Agreement, Sprint hereby specifically releases the Town from liability for any injury or damages to its property from any cause whatsoever.

10.3 **Release of Claims.** The Town and Sprint hereby mutually release and discharge each other from all claims, liabilities and rights of action arising from or caused by any hazard covered by insurance on the Easements, or covered by insurance in connection with personal property on, or activities conducted on, the Easements, regardless of the cause of the damage or loss; provided, however, that such release and discharge applies only to the extent that the injured party is compensated for its losses, claims and damages from the proceeds of such insurance.

10.4 **Notice.** Sprint shall immediately report to the Town any possible injury, loss or damage which may be covered by indemnification or either party's insurance.

11. **Transfer.**

11.1 **By Sprint.** Sprint may not assign, sublease, mortgage or encumber any interest herein, without obtaining the prior written consent of the Town, which shall not be unreasonably withheld or delayed; provided, however, that Sprint may assign, sublease, mortgage or encumber an interest herein to an affiliate controlling, controlled by, or under common control with Sprint, or to any entity resulting from any merger or consolidation with Sprint, or to any partner of Sprint or to any partnership in which Sprint is a general partner, or to any person or entity which acquires all of the assets of Sprint as a going concern, or to any entity which obtains a security interest in a substantial portion of Sprint's assets, provided that the Town is first given written notice of the assignment together with evidence that the assignee is in compliance with the insurance requirements of Section 10.1. The Town hereby consents to the assignment by Sprint of its rights under this Agreement as collateral security to any entity which provides financing for the purchase of the equipment to be installed upon the Easements. Sprint may sublease space on its communications tower without the Town's consent, provided that the tower sublessee enters into a separate ground space Agreement with the Town and provides Sprint with evidence the tower sublessee has obtained all necessary approvals from the Town.

11.2 **By The Town.** The Town shall have the right to transfer its fee estate in the real property subject to this Agreement and assign its interests in this Agreement, in whole or in part, without limitation and without notice to or the consent of Sprint; provided, however, that any such transfer shall be subject to this Agreement. Upon any such conveyance, the Town shall automatically be relieved of any obligations under this Agreement other than those obligations which accrued prior to the date of such conveyance. The Town shall also have the right to mortgage, hypothecate or otherwise pledge its interest in the real property subject to this Agreement to the extent permissible by law.

11.3 **Subordination.** At the Town's option, this Agreement shall be subordinated to any deed of trust or mortgage (Mortgage); provided, however, every such Mortgage

shall recognize the validity of this Agreement and Sprint's rights hereunder in the event of a foreclosure of the Town's interest as long as Sprint is not in default hereunder. Sprint shall execute whatever instruments may reasonably be required to evidence this subordination clause.

12. Termination.

12.1 Breach. The Town may terminate this Agreement upon any material breach hereof by Sprint which remains uncured for thirty (30) days after the Town has notified Sprint in writing of such default, unless cure of such breach shall be commenced and diligently pursued by Sprint within the thirty (30) day period and continued diligently until such cure is completed, but in no event to exceed a total cure period of ninety (90) days from the notice of default.

12.2 Voluntary Termination by Sprint. Sprint shall have the right to terminate this Agreement for cause upon thirty (30) days written notice to the Town, if any of the following events occur: (i) Sprint fails to obtain or loses any necessary permits, approvals or orders and is thereby unable to use the Easements as a communications site (Sprint shall have no affirmative duty to appeal or seek renewal of any governmental approvals): (ii) If Sprint determines at any time that the Easements are not appropriate for locating Sprint's communication equipment for technological, environmental or financial reasons, including, but not limited to, signal interference or (iii) the Town fails to comply with any term, condition or covenant of this Agreement and does not cure such failure within thirty (30) days after written notice thereof unless cure of such breach shall be commenced and diligently pursued by the Town within the thirty (30) day period and continued diligently until such cure is completed, but in no event to exceed a total cure period of ninety (90) days from the notice of default.

12.3 Voluntary Termination by The Town. If during the term of this Agreement, there is a determination made pursuant to an official unappealable order of the Federal Communications Commission that the use of the communications site by Sprint poses a human health hazard which cannot be remediated, (i) Sprint shall immediately cease all operations on the site and (ii) this Agreement will terminate as of the date of such order.

12.4 Damage and Destruction. In the event that Sprint's improvements are in whole or in part, damaged or destroyed then this Agreement shall at the option of Sprint then terminate and Sprint shall be liable for payment only up to the time of such destruction and any payments prepaid by Sprint shall be returned to Sprint

12.5 Condemnation. If all or part of the Easements are taken by condemnation such that the Easements are no longer usable for the operation of a communications site, this Agreement shall terminate unless Sprint's equipment and improvements can be located to another easement reasonably acceptable to the Town and Sprint. Sprint shall be entitled only to that portion of the proceeds of condemnation which is directly attributable to the value of Sprint's equipment and improvements, costs of relocation, dislocation, business interruption, and attorneys fees and costs.

12.6 **Conflict of Interest.** Sprint acknowledges that the Town has the statutory right for three (3) years under A.R.S. §38-511 to cancel this Agreement if, while this Agreement or any renewal is in effect, any person significantly involved in negotiating, drafting or securing this Agreement on behalf of the Town is (i) an employee or agent of Sprint in any capacity, or (ii) a consultant to Sprint with respect to the subject matter of this Agreement.

12.7 **Restoration.** Upon the expiration or termination of this Agreement, for default or otherwise, Sprint shall: (i) Within a reasonable period, not to exceed ninety (90) days, remove its communications equipment, electrical equipment and other personal property and fixtures, and restore the Town's real property to its original condition, reasonable wear and tear excepted, except such real property improvements as the Town notifies Sprint in writing are to remain, all of which shall be and remain the property of the Town, and peaceably and quietly surrender the Town's property to the Town; and (ii) immediately provide the Town with a recordable Quitclaim Deed releasing and terminating all of Sprint's rights and interests hereunder and under the recorded Memorandum of Easement.

12.8 **Continuing Obligation.** Upon the expiration or termination of this Agreement, (i) none of the money paid by Sprint to the Town shall be refundable under any circumstances, unless a refund is due to a default by Town; and (ii) this Agreement shall terminate, and the parties shall have no further rights or obligations hereunder except that the obligations and rights of the parties regarding payments owed, indemnification, restoration of the Town's property and other specifically intended rights shall survive.

13. **Notices.** Every notice required under the terms of this Agreement or otherwise shall be deemed sufficiently given or served if in writing by (i) personal delivery, or (ii) postage prepaid, return receipt requested, certified mail, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Sprint: Sprint Contracts & Performance
 Mailstop KSOPHTO101-Z2650
 6391 Sprint Parkway
 Overland Park, Kansas 66251-2650

With a copy to:

Sprint Law Department
Mailstop KSOPHTO101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn: Sprint Real Estate Attorney

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

14. **Attorneys' Fees.** The prevailing party in any action or proceeding brought to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees, costs and expenses made by the court and not by a jury, in connection with such action or proceeding from the other party. Upon appeal, the prevailing party shall be entitled to recovery of its court costs and reasonable attorneys' fees incurred as a result of such appeal.

15. **Covenants of The Town.** The Town hereby represents and covenants to Sprint that the Town is seized of good and sufficient title and interest in the property upon which the Easements are located, and has full authority to enter into and execute this Agreement.

16. **Covenants of Sprint.** Sprint hereby represents and covenants to the Town as follows:

16.1 **Good Standing.** Sprint is in full compliance with its organizational documents, qualified to do business in Arizona and in good standing under Arizona law.

16.2 **Authorization.** The execution, delivery and performance of this Agreement has been duly authorized by Sprint.

16.3 **Compliance with Law.** Sprint will conduct its business in full compliance with all applicable laws, regulations and ordinances, and shall permit all requested inspections by appropriate governmental authorities. Sprint and its employees and agents will at all times have all insurance, licenses and permits legally required for the conduct of its business.

16.4 **Peaceful and Quiet Enjoyment.** Sprint shall peaceably and quietly hold and enjoy the Easements upon the terms, covenants and conditions set forth in this Agreement throughout the term of this Agreement and any extensions thereof. Sprint shall have access to the property from the nearest public way at all times and all security gates and access roads (if any) shall be operational.

17. **Governing Law.** This Agreement and the performance hereof shall be governed, interpreted, construed and regulated by Arizona law. Any litigation relating to this Agreement shall be conducted in Maricopa County, Arizona, and Sprint hereby waives all questions of personal jurisdiction and consents to jurisdiction and venue in Maricopa County, Arizona for this purpose.

18. **Interpretation.**

18.1 **Approval.** This Agreement shall not become effective until approved by the Town Council of the Town. Any approvals from the Town required or permitted under the terms of this Agreement must be in writing and signed on behalf of the Town by its Mayor or designee.

18.2 **Sprint Approval.** This Agreement shall not be binding upon Sprint until accepted by Sprint's authorized signature below.

18.3 Relationship of Parties. The relationship of the parties hereto is solely that of the Grantor/Grantee of an interest in an easement, and it is expressly understood and agreed that the Town does not in any way nor for any purpose become a partner of Sprint or a joint venturer with Sprint in the conduct of Sprint's business or otherwise. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the Town and Sprint.

18.4 Entire Agreement. This Agreement, and the Exhibits attached hereto, each of which is hereby expressly incorporated herein by this reference, contain all of the Agreements, promises and understandings between the parties with respect to the subjects hereof, and supersede all prior negotiations and Agreements.

18.5 Amendment. This Agreement may be amended only by an instrument in writing signed by the parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute the waiver of any other or subsequent breach.

18.6 Headings. Paragraph headings are for convenience and shall not affect interpretation.

18.7 Severability. If any provision of this Agreement shall be declared invalid or unenforceable, that provision shall be deemed modified to the extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the modified or remaining provisions shall remain in full force and effect.

18.8 Successors. This Agreement shall extend to and bind the permitted successors and assigns of the parties hereto.

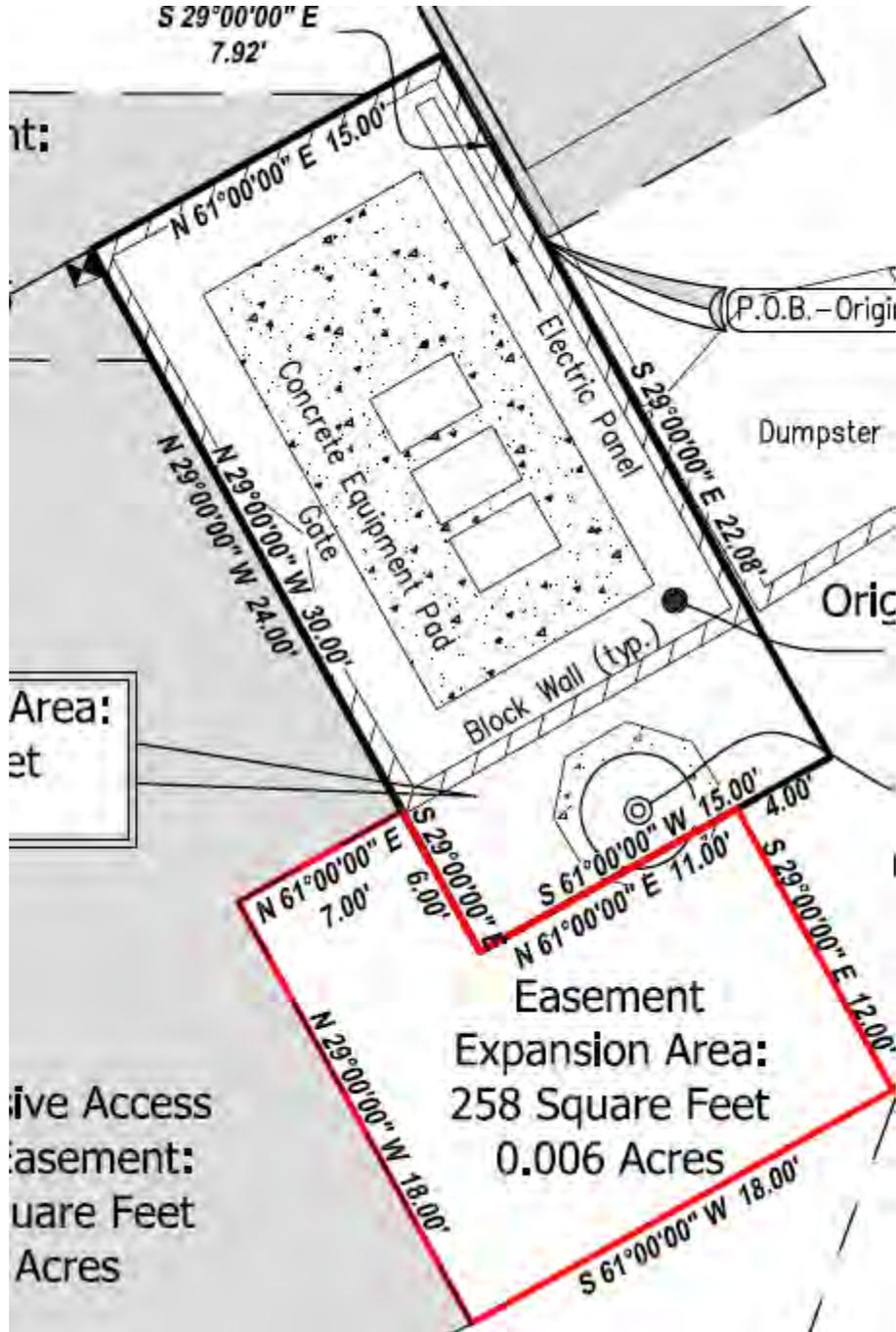
18.9 Counterparts. This Agreement may be executed in counterparts, which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date specified above.

<p>The Town</p> <p>Town of Guadalupe</p> <p>By: <u>B. Amerny</u> Its: Mayor 9241 S. Avenida del Yaqui, Guadalupe, AZ 85323</p> <p>Taxpayer ID Number: <u>56-0297728</u></p>	<p>Sprint:</p> <p>Sprint Spectrum L.P., a Delaware limited partnership</p> <p>By: <u>Suzanne L. Woods</u> Its: <u>Site Delivery Spec.</u></p>
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SBA Additional 258 Square Feet Expansion

Per Amendment to Easement Agreement July 25, 2019



Area:
et

ive Access
Easement:
quare Feet
Acres

Accounts Payable

Checks by Date - Detail by Check Number

User: jdrury
Printed: 7/1/2019 1:43 PM

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
63848	AFFGPS 037110	Affordable GPS Tracking LLC ez fleet tracking 1 vehicle	06/07/2019 ez fleet tracking	74.85
	037110	ez fleet tracking 1 vehicle	ez fleet tracking	74.85
	037110	ez fleet tracking 10 vehicle	ez fleet tracking	748.50
Total for Check Number 63848:				898.20
63849	AVESIS 2335376	Avesis Insurance vision insurance Jun 19	06/07/2019 vision insurance Jun 19	5.31
	2335376	vision insurance Jun 19	vision insurance Jun 19	0.63
	2335376	vision insurance Jun 19	vision insurance Jun 19	3.40
	2335376	vision insurance Jun 19	vision insurance Jun 19	7.18
	2335376	vision insurance Jun 19	vision insurance Jun 19	8.26
	2335376	vision insurance Jun 19	vision insurance Jun 19	8.45
	2335376	vision insurance Jun 19	vision insurance Jun 19	3.41
	2335376	vision insurance Jun 19	vision insurance Jun 19	7.12
	2335376	vision insurance Jun 19	vision insurance Jun 19	3.15
	2335376	vision insurance Jun 19	vision insurance Jun 19	0.95
	2335376	vision insurance Jun 19	vision insurance Jun 19	29.91
	2335376	vision insurance Jun 19	vision insurance Jun 19	14.19
	2335376	vision insurance Jun 19	vision insurance Jun 19	0.95
	2335376	vision insurance Jun 19	vision insurance Jun 19	1.26
	2335376	vision insurance Jun 19	vision insurance Jun 19	1.26
	2335376	vision insurance Jun 19	vision insurance Jun 19	11.67
	2335376	vision insurance Jun 19 ee dep	vision insurance Jun 19	61.14
	2335376	vision insurance Jun 19	vision insurance Jun 19	12.60
Total for Check Number 63849:				180.84
63850	AZSTTREA	AZ State Treasurer	06/07/2019	
	Jan 19 corr	JCEF TIME PAYMENTS RESTRICTED	finer due to state Jan 19	27.30
	Jan 19 corr	JCEF TIME PAYMENTS RESTRICTED	finer due to state Jan 19	-27.30
	Jan 19 corr	TRANSFER RECEIPTS TO RESTITUTION	finer due to state Jan 19	-290.88
	Jan 19 corr	FINES DUE TO COUNTY	finer due to state Jan 19	7.39
	Jan 19 corr	BONDS POSTED	finer due to state Jan 19	100.00
	Jan 19 corr	TRANSFER RECEIPTS TO RESTITUTION	finer due to state Jan 19	290.88
	Jan 19 corr	BONDS POSTED	finer due to state Jan 19	-100.00
	Jan 19 corr	BONDS FORFEITED	finer due to state Jan 19	-300.00
	Jan 19 corr	finer due to state Jan 19	finer due to state Jan 19	1,066.63
	Jan 19 corr	FINES DUE TO COUNTY	finer due to state Jan 19	-7.39
	Jan 19 corr	BONDS FORFEITED	finer due to state Jan 19	300.00
Total for Check Number 63850:				1,066.63
63851	CH	Clearinghouse	06/07/2019	
	06072019	PR Batch 00807.06.2019 Wage Assignment-CH	PR Batch 00807.06.2019 Wag	98.48
	06072019	PR Batch 00807.06.2019 Wage Assignment-CH	PR Batch 00807.06.2019 Wag	177.50
	06072019	PR Batch 00807.06.2019 Wage Assignment-CH	PR Batch 00807.06.2019 Wag	104.92

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 63851:	380.90
63852	COMMTIRE 8046541	Community Tire Pros & Auto Repair john deere: new tire	06/07/2019 john deere: new tire	702.93
			Total for Check Number 63852:	702.93
63853	DELPUEB 05232019	Del Pueblo Tire Shop tire disposal (65) and wheel disposal (11)	06/07/2019 tire disposal (65) and wheel di	98.00
			Total for Check Number 63853:	98.00
63854	GARCIAF 2019-011	Garcia, Fidelis judicial services 5/18-5/31/2019	06/07/2019 judicial services 5/18-5/31/20	1,765.15
			Total for Check Number 63854:	1,765.15
63855	GFFA 06072019 KF	Guadalupe Firefighters Associa PR Batch 00807.06.2019 Kitty Fund	06/07/2019 PR Batch 00807.06.2019 Kitt	106.00
			Total for Check Number 63855:	106.00
63856	GFFA 06072019 UD	Guadalupe Firefighters Associa PR Batch 00807.06.2019 Union Dues	06/07/2019 PR Batch 00807.06.2019 Unic	110.00
			Total for Check Number 63856:	110.00
63857	HELPHAND May 2019	Helping Hands Health Services refund security deposit	06/07/2019 refund security deposit	1,091.50
			Total for Check Number 63857:	1,091.50
63858	HERNACKI 006	Hernacki Law Office PLC judicial services 2/26, 4/9, 4/23, & 5/13	06/07/2019 judicial services 2/26, 4/9, 4/2	660.00
			Total for Check Number 63858:	660.00
63859	LNCURTIS INV283956	LN Curtis and Sons bi valve rebuild kit	06/07/2019 bi valve rebuild kit	208.24
			Total for Check Number 63859:	208.24
63860	MCESD FY 20 FY 20 FY 20	Maricopa County % annual health permit FY 20 % annual health permit FY 20 % annual health permit FY 20	06/07/2019 annual health permit FY 20 annual health permit FY 20 annual health permit FY 20	350.20 339.90 339.90
			Total for Check Number 63860:	1,030.00
63861	MC TREAS Jan 19 corr Jan 19 corr	Maricopa County Treasurer's fines due to county Jan 19 corr fines due to county Jan 19 neg correction	06/07/2019 fines due to County Jan 19 coi fines due to County Jan 19 coi	7.39 34.05
			Total for Check Number 63861:	41.44
63862	MCPRIS MAY19HSNG	MCSO Patrol and Per Diem Billing detention services May 19	06/07/2019 detention services May 19	1,654.24
			Total for Check Number 63862:	1,654.24
63863	MCSHER JUN19PATROL	MCSO Patrol and Per Diem Billing patrol services Jun 19	06/07/2019 patrol services Jun 19	147,920.70

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 63863:	147,920.70
63864	AXA	MONY Life Insurance Company of Americ	06/07/2019	
	64672	life insurance Jun 19	life insurance Jun 19	1.04
	64672	life insurance Jun 19	life insurance Jun 19	12.38
	64672	life insurance Jun 19	life insurance Jun 19	2.82
	64672	life insurance Jun 19	life insurance Jun 19	49.63
	64672	life insurance Jun 19	life insurance Jun 19	0.78
	64672	life insurance Jun 19	life insurance Jun 19	0.78
	64672	life insurance Jun 19	life insurance Jun 19	23.52
	64672	life insurance Jun 19	life insurance Jun 19	4.18
	64672	life insurance Jun 19	life insurance Jun 19	2.62
	64672	life insurance Jun 19	life insurance Jun 19	7.06
	64672	life insurance Jun 19	life insurance Jun 19	6.75
	64672	life insurance Jun 19	life insurance Jun 19	10.46
	64672	life insurance Jun 19	life insurance Jun 19	3.66
	64672	life insurance Jun 19	life insurance Jun 19	0.52
	64672	life insurance Jun 19	life insurance Jun 19	2.82
	64672	life insurance Jun 19	life insurance Jun 19	4.38
	64672	life insurance Jun 19	life insurance Jun 19	5.91
			Total for Check Number 63864:	139.31
63865	MYTEK	Mytek Network Solutions	06/07/2019	
	65565	axient backup foundation, additional block, and :	axient backup foundation, add	632.50
	65570	workstation & server management	workstation & server managet	498.75
			Total for Check Number 63865:	1,131.25
63866	NATWIDE	Nationwide Retirement Solution	06/07/2019	
	06072019	PR Batch 00807.06.2019 Nationwide (PEBSCO)	PR Batch 00807.06.2019 Nati	465.00
			Total for Check Number 63866:	465.00
63867	NW-ASRS	Nationwide Retirement Solutions	06/07/2019	
	06072019	PR Batch 00807.06.2019 Nationwide ASRS	PR Batch 00807.06.2019 Nati	121.01
			Total for Check Number 63867:	121.01
63868	PETTYC	Petty Cash Fund, Town Hall	06/07/2019	
	May 19	certified letters: code enforcement	petty cash disbursements	47.95
	May 19	town car: car wash	petty cash disbursements	12.00
	May 19	mother's day raffle: roses	petty cash disbursements	27.14
	May 19	08 Ford: emissions test	petty cash disbursements	17.00
			Total for Check Number 63868:	104.09
63869	SRP999	Salt River Project	06/07/2019	
	059-875-005	utility assistance CA	utility assistance CA	300.00
	795-545-004	utility assistance MM	utility assistance MM	250.00
			Total for Check Number 63869:	550.00
63870	SHAMROCK	Shamrock Foods Company	06/07/2019	
	19631729	dishwasher and freight delivery	dishwasher and freight deliver	3,408.85
			Total for Check Number 63870:	3,408.85
63871	SHETLERB	Shetler, Beatrice	06/07/2019	
	05302019	reimbursement for travel to training 5/23	reimbursement for travel to tr	18.56

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 63871:	18.56
63872	STAPLEBA 3403094748	Staples Contract & Commercial, Inc ribbon for time clock	06/07/2019 ribbon for time clock	27.19
	3403094750	storage boxes	storage boxes, pens, and time	9.35
	3403094750	pens	storage boxes, pens, and time	2.98
	3403094750	% sr center: ribbon for time clock	storage boxes, pens, and time	5.86
	3403094750	% sr center: ribbon for time clock	storage boxes, pens, and time	1.52
	3403094750	% sr center: ribbon for time clock	storage boxes, pens, and time	14.32
	3403094751	time cards	time cards	45.69
			Total for Check Number 63872:	106.91
63873	STORM 1144	STORM membership dues FY 20	06/07/2019 membership dues FY 20	1,500.00
			Total for Check Number 63873:	1,500.00
63874	TCI 33544	TCI Security alarm monitoring May 19	06/07/2019 alarm monitoring May 19	14.28
	33544	alarm monitoring May 19	alarm monitoring May 19	67.12
	33544	alarm monitoring May 19	alarm monitoring May 19	24.28
	33544	alarm monitoring May 19	alarm monitoring May 19	8.95
	33544	alarm monitoring May 19	alarm monitoring May 19	8.95
	33544	alarm monitoring May 19	alarm monitoring May 19	8.95
			Total for Check Number 63874:	132.53
63875	TE9999 9446002878	Tempe, City of utility assistance CMA	06/07/2019 utility assistance CMA	200.00
			Total for Check Number 63875:	200.00
63876	TEWBILLS 05302019	Tempe, City of (Resident) water bills collected 5/30	06/07/2019 water bills collected 5/30	103.00
	06032019	water bills collected 6/3	water bills collected 6/3	216.59
	06042019	water bills collected 6/4	water bills collected 6/4	84.76
			Total for Check Number 63876:	404.35
63877	TREVINO 06012019	Trevino, Gilbert refund security deposit 6/1	06/07/2019 refund security deposit 6/1	150.00
			Total for Check Number 63877:	150.00
63878	UNSITE 114-8560939	United Site Services port a john Jun 19	06/07/2019 port a john Jun 19	121.74
			Total for Check Number 63878:	121.74
63879	USINTERN 107-100084-0074	US Internet monthly e-mail monitoring Jun 19	06/07/2019 monthly e-mail monitoring Ju	7.05
	107-100084-0074	monthly e-mail monitoring Jun 19	monthly e-mail monitoring Ju	51.85
	107-100084-0074	monthly e-mail monitoring Jun 19	monthly e-mail monitoring Ju	4.70
	107-100084-0074	monthly e-mail monitoring Jun 19	monthly e-mail monitoring Ju	14.15
			Total for Check Number 63879:	77.75
63880	VORTEX 374796	Vortex Industries, Inc installation of air curtain	06/07/2019 installation of air curtain	2,553.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 63880:	2,553.00
63881	WASTEM 8611840-4886-1	Waste Management of Arizona residential trash May 19	06/07/2019 residential trash May 19	22,936.50
			Total for Check Number 63881:	22,936.50
63882	WRECORP 3537	WRE Corp senior center/headstart roof: phase II providing b	06/07/2019 senior center/headstart roof: p	2,220.00
			Total for Check Number 63882:	2,220.00
63883	AZSTTREA May 19 May 19	AZ State Treasurer JCEF TIME PAYMENTS CORRECTED JCEF TIME PAYMENTS CORRECTED COURT ENHANCEMENT FUND COURT ENHANCEMENT FUND FINES DUE TO COUNTY TRANSFER RECEIPTS TO RESTITUTION TRANSFER RECEIPTS TO RESTITUTION JCEF TIME PAYMENTS - RESTRICTED BONDS POSTED BONDS POSTED FINES DUE TO COUNTY Fines due to State May 19 JCEF TIME PAYMENTS - RESTRICTED	06/14/2019 Fines due to State May 19 Fines due to State May 19	52.00 -52.00 5.55 -5.55 63.50 20.00 -20.00 53.61 -500.00 500.00 -63.50 1,870.32 -53.61
			Total for Check Number 63883:	1,870.32
63884	SUPREME ESD-2019-635	AZ Supreme Court-Admin Offices workforce management training 7/10-7/12/19	06/14/2019 workforce management traini	100.00
			Total for Check Number 63884:	100.00
63885	BOUNDTRE 83231614	Bound Tree Medical, LLC flush syringes, combat app tourniquet, supraglott	06/14/2019 flush syringes, combat app tou	355.25
			Total for Check Number 63885:	355.25
63886	DAILYJOU A3261413	Daily Journal Corporation bid advertisement for sr center/headstart roof	06/14/2019 bid advertisement for sr center	4.92
			Total for Check Number 63886:	4.92
63887	ERSPAMER 06042019	Erspamer, Anita create budget meeting powerpoint (15 hrs)	06/14/2019 create budget meeting powerp	375.00
			Total for Check Number 63887:	375.00
63888	HARVEST CM 2018-000059	Harvest Dispensary restitution	06/14/2019 restitution	163.69
			Total for Check Number 63888:	163.69
63889	HUNTELE CM 2019-0000113	Hunt, Eleanor restitution	06/14/2019 restitution	50.00
			Total for Check Number 63889:	50.00
63890	LANGLINE 4576025	Language Line Services, Inc translation services May 19	06/14/2019 translation services May 19	21.83

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 63890:	21.83
63891	LEDANIEL 06072019	Le, Daniel returned payroll 6/7/2019	06/14/2019 returned payroll 6/7/2019	264.16
			Total for Check Number 63891:	264.16
63892	MC TREAS May 19	Maricopa County Treasurer's fines due to County May 19	06/14/2019 fines due to County May 19	63.50
			Total for Check Number 63892:	63.50
63893	OFFDEPOT 315127564-001 315127564-001 315127564-001	Office Depot sticker dots toner toner	06/14/2019 sticker dots and toner sticker dots and toner sticker dots and toner	2.98 267.17 126.37
			Total for Check Number 63893:	396.52
63894	RICOH 5056787122 5056787122 5056787122	Ricoh USA, Inc black & white copy overages May 19 copy machine maint Jun 19 color copy overages May 19	06/14/2019 copy machine maint & copy o copy machine maint & copy o copy machine maint & copy o	22.65 44.75 191.81
			Total for Check Number 63894:	259.21
63895	SCHADE R7AA18060 R7AA18060 R7AA18180 R7AA18180	Riviera Finance % milk % milk % milk % milk	06/14/2019 milk milk milk milk	19.37 52.39 17.36 55.00
			Total for Check Number 63895:	144.12
63896	SANCHMAN CM 2018-000080	Sanchez, Marco Anthony bond refund	06/14/2019 bond refund	50.00
			Total for Check Number 63896:	50.00
63897	SHAMROCK 19633047 19633047 19633047 19633047 19633047 19633047 19633047 19633047 19633047 19650148	Shamrock Foods Company % foam containers, cups, foil, forks, and vinyl gl % foam containers, cups, foil, forks, and vinyl gl % pine sol, hand soap, trash can liners, and mop % foam containers, cups, foil, forks, and vinyl gl % cheese, creamer, ranch dressing, fruit salad, sa % cheese, creamer, ranch dressing, fruit salad, sa % pine sol, hand soap, trash can liners, and mop % pine sol, hand soap, trash can liners, and mop knife and beef chuck shoulder range w/ 6 burners and grill and freight	06/14/2019 food, kitchen, and janitorial su food, kitchen, and janitorial su range w/ 6 burners and grill ar	82.45 13.12 25.79 91.82 841.28 251.29 163.34 97.43 139.81 3,985.95
			Total for Check Number 63897:	5,692.28
63898	SIMSBS 137432	Sims Business Systems copy overages May 19	06/14/2019 copy overages May 19	59.41
			Total for Check Number 63898:	59.41
63899	SOTOIREN 06082019	Soto, Irene security deposit refund 6/8	06/14/2019 security deposit refund 6/8	105.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 63899:	105.00
63900	TAVENAT 06032019	Tavena, Tony dj for father's day dance	06/14/2019 dj for father's day dance	125.00
			Total for Check Number 63900:	125.00
63901	TEPOWER 300231 301429 301429 301430	Tempe Power Equipment hand held blower: tune up % oil and weed eater string % oil and weed eater string poleyethylene funnel	06/14/2019 hand held blower: tune up oil and weed eater string oil and weed eater string poleyethylene funnel	40.39 88.20 88.20 13.04
			Total for Check Number 63901:	229.83
63902	TE9999 9969200000	Tempe, City of utility assistance MA	06/14/2019 utility assistance MA	510.00
			Total for Check Number 63902:	510.00
63903	TEWBILLS 06062019 06072019 06102019	Tempe, City of (Resident) water bills collected 6/6 water bills collected 6/7 water bills collected 6/10	06/14/2019 water bills collected 6/6 water bills collected 6/7 water bills collected 6/10	91.24 206.55 655.99
			Total for Check Number 63903:	953.78
63904	URIAROB 06072019	Uriarte, Robert security deposit refund 6/7	06/14/2019 security deposit refund 6/7	150.00
			Total for Check Number 63904:	150.00
63905	USBANK 1417279 1417279 1417279	US Bank Nat'l Assoc 94479021 less cash on hand FY 20 principal on GADA bond FY 20 interest on GADA bond FY 20	06/14/2019 interest & principal GADA bo interest & principal GADA bo interest & principal GADA bo	-46.24 245,000.00 23,625.00
			Total for Check Number 63905:	268,578.76
63906	WASTEM 8615144-4886-4 8615145-4886-1 8615416-4886-6	Waste Management of Arizona roll off's maintenance May 19 74.22 tons roll off's residential May 19 27.16 tons roll off May 19 concrete 11.07 tons	06/14/2019 roll off's maintenance May 19 roll off's residential May 19 2' roll off May 19 concrete 11.07	3,868.78 2,637.44 528.12
			Total for Check Number 63906:	7,034.34
63907	ALPHAGRA 30755	Alphagraphics blueprint scanning	06/21/2019 blueprint scanning	18.92
			Total for Check Number 63907:	18.92
63908	AUTOGLAS 1-52126	Auto Glass Direct LLC 03 ford: replace back window and passenger side	06/21/2019 03 ford: replace back window	439.99
			Total for Check Number 63908:	439.99
63909	AUTOZONE 2758640644 2758641694 2758641694 2758641707	AutoZone gen maint: shop towels, air filters, oil filters, han oil filter pliers gen maint: coolant and transmission fluid gen maint: transmission fluid	06/21/2019 gen maint: shop towels, air fil coolant, transmission fluid, an coolant, transmission fluid, an gen maint: transmission fluid	287.86 14.04 125.18 25.91

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 63909:	452.99
63910	BANNERDM May 19	Banner Desert Medical Center pharmacy charges May 19	06/21/2019 pharmacy charges May 19	60.90
			Total for Check Number 63910:	60.90
63911	BOUNDTRE 83233130	Bound Tree Medical, LLC iv flush syringes	06/21/2019 iv flush syringes	167.94
			Total for Check Number 63911:	167.94
63912	BOWMANS 06162019	Bowman, Sheraya refund security deposit 6/15	06/21/2019 refund security deposit 6/15	150.00
			Total for Check Number 63912:	150.00
63913	CINTAS 5014060713 5014060713 5014060713 5014060713 5014060713 5014060713	Cintas Corporation refill first aid cabinet Jun 19 % sr center refill first aid cabinet Jun 19 % sr center refill first aid cabinet Jun 19 % sr center refill first aid cabinet Jun 19 TH refill first aid cabinet Jun 19 CAP refill first aid cabinet Jun 19 Maintenance	06/21/2019 refill first aid cabinet Jun 19 refill first aid cabinet Jun 19	15.30 2.44 17.05 66.49 78.24 119.69
			Total for Check Number 63913:	299.21
63914	CH 06212019 06212019 06212019	Clearinghouse PR Batch 00821.06.2019 Wage Assignment-CH PR Batch 00821.06.2019 Wage Assignment-CH PR Batch 00821.06.2019 Wage Assignment-CH	06/21/2019 PR Batch 00821.06.2019 Wag PR Batch 00821.06.2019 Wag PR Batch 00821.06.2019 Wag	177.50 98.48 104.92
			Total for Check Number 63914:	380.90
63915	DAILYJOU A2359157	Daily Journal Corporation advertise tentative budget fiscal year 2020	06/21/2019 advertise tentative budget fisc	75.54
			Total for Check Number 63915:	75.54
63916	FLUORESC 1351347	Everbrite West LLC repair streetlight outages May 19	06/21/2019 repair streetlight outages May	266.41
			Total for Check Number 63916:	266.41
63917	EWING 7617887 7643073	Ewing Irrigation Products, Inc biehn park: qcv key, hose swivel, purple primer. slip fix repair, valve box lid, slip fix repair coupl	06/21/2019 biehn park: qcv key, hose swi slip fix repair, valve box lid, s	112.18 528.25
			Total for Check Number 63917:	640.43
63918	FAITH 1060349-350 1060349-350 1060349-350 1060349-350 1060349-350 1060349-350	Faith,Ledyard, Faith general attorney services May 19 public defender services May 19 general attorney services May 19 general attorney services May 19 % sr center general attorney services May 19 % sr center general attorney services May 19 % sr center	06/21/2019 general attorney services May general attorney services May	4,100.00 6,734.50 16.20 33.33 33.33 33.34
			Total for Check Number 63918:	10,950.70
63919	GARCIAF	Garcia, Fidelis	06/21/2019	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2019-012	judicial services 6/1-6/14/2019	judicial services 6/1-6/14/2019	1,765.15
			Total for Check Number 63919:	1,765.15
63920	GFFA 06212019 KF	Guadalupe Firefighters Associa PR Batch 00821.06.2019 Kitty Fund	06/21/2019 PR Batch 00821.06.2019 Kitt	96.00
			Total for Check Number 63920:	96.00
63921	GFFA 06212019 UD	Guadalupe Firefighters Associa PR Batch 00821.06.2019 Union Dues	06/21/2019 PR Batch 00821.06.2019 Unic	165.00
			Total for Check Number 63921:	165.00
63922	HEARTFIT 1013	HeartFit For Duty, LLC pre employment physical, ppd, drug screen, and	06/21/2019 pre employment physical, ppd	940.00
			Total for Check Number 63922:	940.00
63923	KLEES 2275	Klee's Climate Control san diego bay: replace water pump	06/21/2019 san diego bay: replace water p	245.00
			Total for Check Number 63923:	245.00
63924	MARNLAW Jun 19	Law Office of Matthew A Marner, PLLC public defender services Jun 19 (4 cases)	06/21/2019 public defender services Jun 1	800.00
			Total for Check Number 63924:	800.00
63925	LEDANIEL 06172019	Le, Daniel wildland: reimburse lunches	06/21/2019 wildland: reimburse lunches	23.86
			Total for Check Number 63925:	23.86
63926	MCRECORE 20190443411	Maricopa Co Recorder's Office lien release Uriarte/Valencia	06/21/2019 lien release Uriarte/Valencia	7.00
			Total for Check Number 63926:	7.00
63927	MATCHINS 06172019	Matchinsky, Frank wildland: reimburse lunches	06/21/2019 wildland: reimburse lunches	25.09
			Total for Check Number 63927:	25.09
63928	NATWIDE 06212019	Nationwide Retirement Solution PR Batch 00821.06.2019 Nationwide (PEBSCO)	06/21/2019 PR Batch 00821.06.2019 Nati	465.00
			Total for Check Number 63928:	465.00
63929	NW-ASRS 06212019	Nationwide Retirement Solutions PR Batch 00821.06.2019 Nationwide ASRS	06/21/2019 PR Batch 00821.06.2019 Nati	121.01
			Total for Check Number 63929:	121.01
63930	NUESTRA 205	Nuestra Senora Apartments rental assistance MC	06/21/2019 rental assistance MC	700.00
			Total for Check Number 63930:	700.00
63931	PALS 01333 33313	Pet & Animal Lovers Service dead animal pick up November 18 (7) dead animal pick up October 18 (3)	06/21/2019 dead animal pick up Novembe dead animal pick up October 1	465.50 199.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 63931:	665.00
63932	ROTOR PH590261	Roto-Rooter Service Town Hall FRONT restroom: rebuilt sloan valve	06/21/2019 Town Hall FRONT restroom:	995.87
			Total for Check Number 63932:	995.87
63933	SRP999 211-107-006	Salt River Project utility assistance CU	06/21/2019 utility assistance CU	150.00
			Total for Check Number 63933:	150.00
63934	SIMMONSC 06172019	Simmons, Christian wildland: reimburse lunches	06/21/2019 wildland: reimburse lunches	23.59
			Total for Check Number 63934:	23.59
63935	SWGAS99 421-0296817-023	Southwest Gas Corporation utility assistance CU	06/21/2019 utility assistance CU	150.00
			Total for Check Number 63935:	150.00
63936	TEPOWER 301491 301491 301541 301541	Tempe Power Equipment % weed eater string % weed eater string % walker riding mower: clutch idler pulley, drive % walker riding mower: clutch idler pulley, drive	06/21/2019 weed eater string weed eater string walker riding mower: clutch idler pulley, drive walker riding mower: clutch idler pulley, drive	43.22 43.22 205.06 205.06
			Total for Check Number 63936:	496.56
63937	TESTLUKE May 19	Tempe St Luke's Hospital pharmacy charges May 19	06/21/2019 pharmacy charges May 19	42.32
			Total for Check Number 63937:	42.32
63938	TEWBILLS 06112019 06122019 06132019 06172019 06182019	Tempe, City of (Resident) water bills collected 6/11 water bills collected 6/12 water bills collected 6/13 water bills collected 6/17 water bills collected 6/18	06/21/2019 water bills collected 6/11 water bills collected 6/12 water bills collected 6/13 water bills collected 6/17 water bills collected 6/18	658.91 71.28 100.00 142.05 140.00
			Total for Check Number 63938:	1,112.24
63939	TODDJEFF 06172019	Todd, Jeffrey wildland: reimburse lunches	06/21/2019 wildland: reimburse lunches	28.49
			Total for Check Number 63939:	28.49
63940	UNFIRE 708928	United Fire Equipment Co fire pants RJ	06/21/2019 fire pants RJ	222.46
			Total for Check Number 63940:	222.46
63941	VALENJUA 06142019	Valencia, Juanita refund security deposit 6/14	06/21/2019 refund security deposit 6/14	150.00
			Total for Check Number 63941:	150.00
63942	ALVAREZR 04102019 06262019	Alvarez, Ramsey cancelled event 4/10 & 4/17 cancelled event 6/26	06/28/2019 cancelled event 4/10 & 4/17 cancelled event 6/26	150.00 40.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 63942:	190.00
63943	BARRONM/ 06212019	Barron, Margarita cancelled use and refund	06/28/2019 cancelled use and refund	100.00
			Total for Check Number 63943:	100.00
63944	EWING 7664017 7664017	Ewing Irrigation Products, Inc general: pvc cement w/ brush, purple primer, and vaou nawi: jumbo tan box/lid, slip fix repair couj	06/28/2019 vaou nawi: jumbo tan box/lid, vaou nawi: jumbo tan box/lid,	25.06 247.75
			Total for Check Number 63944:	272.81
63945	H&EEQUIP 94545194 94546798	H & E Equipment Exchange LLC la france: problem search (intermittent start) and cone: oil kit mailer, fuel filter, lube spin on, and	06/28/2019 la france: problem search (inte cone: oil kit mailer, fuel filter,	1,324.37 1,132.05
			Total for Check Number 63945:	2,456.42
63946	JRI WO-2540 WO-2554	Johnson Refrigeration fire station: install swamp cooler for truck bay headstart: condenser fan motor, fan blad, and qui	06/28/2019 fire station: install swamp coo headstart: condenser fan moto	2,088.05 651.00
			Total for Check Number 63946:	2,739.05
63947	KLEES 2291	Klee's Climate Control del yaqui: new thermostat	06/28/2019 del yaqui: new thermostat	140.00
			Total for Check Number 63947:	140.00
63948	LIQUID SVC0383017 SVC0383017	Liquid Environmental Solutions of AZ, LLC % clean grease trap 6/17 % clean grease trap 6/17	06/28/2019 clean grease trap 6/17 clean grease trap 6/17	30.30 30.29
			Total for Check Number 63948:	60.59
63949	NUNEZANE 06302019	Nunez, Andres Jose independence day: dj services	06/28/2019 independence day: dj services	140.00
			Total for Check Number 63949:	140.00
63950	ZZSNOW 06302019	Paiz, Venessa independence day: snow cones (340)	06/28/2019 independence day: snow cone	340.00
			Total for Check Number 63950:	340.00
63951	PONCEJES 06222019	Ponce, Jesus refund security deposit	06/28/2019 refund security deposit	150.00
			Total for Check Number 63951:	150.00
63952	REDDY 2030319916	Reddy Ice Corporation refill ice 90 bags	06/28/2019 refill ice 90 bags	160.29
			Total for Check Number 63952:	160.29
63953	SCHADE R7AA18267 R7AA18267 R7AA18372 R7AA18372	Riviera Finance % milk % milk % milk % milk	06/28/2019 milk milk milk milk	55.00 17.36 17.36 55.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 63953:	144.72
63954	SRP999 170-603-006 182-850-006	Salt River Project utility assistance CM utility assistance JP	06/28/2019 utility assistance CM utility assistance JP	350.00 500.00
			Total for Check Number 63954:	850.00
63955	SHAMROCK 19661889 19661889 19661889 19661889 19661889 19661889 19661889 19661889 19661889 19661890 19661890 19661890	Shamrock Foods Company % tomato sauce, chicken soup base, whole peeler % tomato sauce, chicken soup base, whole peeler % clorox bleach, formula 409, and pine sol % clorox bleach, formula 409, and pine sol % clorox bleach, formula 409, and pine sol % kitchen cutlery, lids, foam trays, and food wrap % kitchen cutlery, lids, foam trays, and food wrap % kitchen cutlery, lids, foam trays, and food wrap beef shoulder roast % lids % lids % lids	06/28/2019 food, kitchen, and janitorial supplies food, kitchen, and janitorial supplies lids lids lids	799.94 252.61 29.85 7.90 50.04 69.25 62.19 9.89 83.04 5.19 0.83 5.78
			Total for Check Number 63955:	1,376.51
63956	SWGAS99 421-7474391-003	Southwest Gas Corporation utility assistance CM	06/28/2019 utility assistance CM	250.00
			Total for Check Number 63956:	250.00
63957	TEPOWER 301889 301889	Tempe Power Equipment % weed eaters and chain saws: air filter, pickup % weed eaters and chain saws: air filter, pickup	06/28/2019 weed eaters and chain saws: air filter, pickup weed eaters and chain saws: air filter, pickup	99.94 99.94
			Total for Check Number 63957:	199.88
63958	TEWBILLS 06192019 06202019 06212019	Tempe, City of (Resident) water bills collected 6/19 water bills collected 6/20 water bills collected 6/21	06/28/2019 water bills collected 6/19 water bills collected 6/20 water bills collected 6/21	89.79 262.23 273.39
			Total for Check Number 63958:	625.41
6201901	AFLAC 068907	AFLAC supplemental insurance Jun 19	06/30/2019 supplemental insurance Jun 19	391.30
			Total for Check Number 6201901:	391.30
6201902	ALLSTREA 16145015	Allstream local telephone service May 19 local telephone service May 19	06/30/2019 local telephone service May 19 local telephone service May 19	8.71 26.40 66.95 26.40 92.40 40.48 243.93 13.20 13.80 26.40 79.42 53.89 52.80

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	16145015	local telephone service May 19	local telephone service May 1	79.20
	16145015	local telephone service May 19	local telephone service May 1	13.20
	16145015	local telephone service May 19	local telephone service May 1	27.17
	16145015	local telephone service May 19	local telephone service May 1	13.71
Total for Check Number 6201902:				878.06
6201903	AZDOR May 19	AZ Department of Revenue mercado sales tax May 19	06/30/2019 mercado sales tax May 19	541.10
Total for Check Number 6201903:				541.10
6201904	AZSRS	AZ State Retirement System	06/30/2019	
	06052019	PR Batch 00808.06.2019 Long Term Disability I	PR Batch 00808.06.2019 AZ :	2.45
	06052019	PR Batch 00808.06.2019 Retirement-ASRS	PR Batch 00808.06.2019 AZ :	177.91
	06052019	PR Batch 00808.06.2019 Retirement-ASRS-Emj	PR Batch 00808.06.2019 AZ :	177.91
	06052019	PR Batch 00808.06.2019 Long Term Disability	PR Batch 00808.06.2019 AZ :	2.45
	06072019	PR Batch 00807.06.2019 Alternate Contribution	PR Batch 00807.06.2019 AZ :	527.10
	06072019	PR Batch 00807.06.2019 Long Term Disability	PR Batch 00807.06.2019 AZ :	39.81
	06072019	PR Batch 00807.06.2019 Long Term Disability I	PR Batch 00807.06.2019 AZ :	39.81
	06072019	PR Batch 00807.06.2019 Retirement-ASRS	PR Batch 00807.06.2019 AZ :	2,893.81
	06072019	PR Batch 00807.06.2019 Retirement-ASRS-Emj	PR Batch 00807.06.2019 AZ :	2,893.81
	06212019	PR Batch 00821.06.2019 Long Term Disability	PR Batch 00821.06.2019 AZ :	43.21
	06212019	PR Batch 00821.06.2019 Long Term Disability I	PR Batch 00821.06.2019 AZ :	43.21
	06212019	PR Batch 00821.06.2019 Retirement-ASRS	PR Batch 00821.06.2019 AZ :	3,141.80
	06212019	PR Batch 00821.06.2019 Retirement-ASRS-Emj	PR Batch 00821.06.2019 AZ :	3,141.80
	06212019	PR Batch 00821.06.2019 Alternate Contribution	PR Batch 00821.06.2019 AZ :	584.64
Total for Check Number 6201904:				13,709.72
6201905	BLUECBS	Blue Cross/Blue Shield of AZ	06/30/2019	
	Jun 19	health insurance Jun 19	health insurance Jun 19	79.54
	Jun 19	health insurance Jun 19	health insurance Jun 19	850.32
	Jun 19	health insurance Jun 19	health insurance Jun 19	1,539.38
	Jun 19	health insurance Jun 19	health insurance Jun 19	1,591.89
	Jun 19	health insurance Jun 19	health insurance Jun 19	1,058.14
	Jun 19	health insurance Jun 19	health insurance Jun 19	397.72
	Jun 19	health insurance Jun 19	health insurance Jun 19	115.45
	Jun 19	health insurance Jun 19	health insurance Jun 19	1,731.81
	Jun 19	health insurance Jun 19	health insurance Jun 19	115.45
	Jun 19	health insurance Jun 19	health insurance Jun 19	153.94
	Jun 19	health insurance Jun 19	health insurance Jun 19	159.08
	Jun 19	health insurance Jun 19	health insurance Jun 19	1,542.08
	Jun 19	health insurance Jun 19	health insurance Jun 19	429.02
	Jun 19	health insurance Jun 19	health insurance Jun 19	429.02
	Jun 19	health insurance Jun 19 ee dep	health insurance Jun 19	1,278.60
	Jun 19	health insurance Jun 19 ee portion	health insurance Jun 19	311.12
	Jun 19	health insurance Jun 19	health insurance Jun 19	667.64
	Jun 19	health insurance Jun 19	health insurance Jun 19	869.75
	Jun 19	health insurance Jun 19	health insurance Jun 19	3,334.59
Total for Check Number 6201905:				16,654.54
6201906	CENTURY 478 May 19 904 May 19	Centurylink dedicated line May 19 alarm pad May 19	06/30/2019 dedicated line May 19 alarm pad May 19	85.29 54.01
Total for Check Number 6201906:				139.30
6201907	CHASE May 19 BC	Chase Bank bank charges May 19	06/30/2019 bank charges May 19	245.19

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount	
	May 19 CT 1	credit card machine fees	May 19 CT 1	credit card machine fees May	38.20
	May 19 CT 2	credit card machine fees	May 19 CT 2	credit card machine fees May	36.90
	May 19 TH	credit card machine fees	May 19 TH	credit card machine fees May	83.84
				Total for Check Number 6201907:	404.13
6201908	CHASEMC	Chase Card Services	06/30/2019		
	Jun 19 RET	annual fee refund		unused rewards and annual fe	-95.00
	Jun 19 RET	unused rewards 6/12/19		unused rewards and annual fe	-259.46
	Jun 19 RET	unused rewards 5/21/19		unused rewards and annual fe	-926.76
	May 19	office: silicone drying mat, gloves, kleenex, and		credit card purchases May 19	82.14
	May 19	janitorial: lysol spray		credit card purchases May 19	31.98
	May 19	homeless bags: applesauce, cup dnoodles, vienna		credit card purchases May 19	171.25
	May 19	emergency food boxes: tuna, elbow macaroni, sp		credit card purchases May 19	251.72
	May 19	hydration station: ice		credit card purchases May 19	5.37
	May 19	tip		credit card purchases May 19	21.93
	May 19	light bars for maint vehicles		credit card purchases May 19	604.80
	May 19	% notary bond renewal		credit card purchases May 19	16.50
	May 19	% notary bond renewal		credit card purchases May 19	16.50
	May 19	% notary bond renewal		credit card purchases May 19	17.00
	May 19	event insurance: PYT recogntion, evangelistic ca		credit card purchases May 19	505.00
	May 19	community budget forum: cookies		credit card purchases May 19	16.28
	May 19	t-shirt bags		credit card purchases May 19	33.41
	May 19	helmet names		credit card purchases May 19	98.01
	May 19	canvas, paint brushes, frames, paint, apple barrel		credit card purchases May 19	896.00
	May 19	B241: solenoid starter		credit card purchases May 19	23.74
	May 19	rental of o2 cylinder		credit card purchases May 19	33.81
	May 19	laundry soap and bleach		credit card purchases May 19	25.47
	May 19	uniform shirts: RJ		credit card purchases May 19	79.34
	May 19	def fluid		credit card purchases May 19	53.92
	May 19	CPR/AED basic first aid cert cards		credit card purchases May 19	70.82
	May 19	% tortillas, jalapenos, cabbage, brown onions, kc		credit card purchases May 19	280.19
	May 19	% tortillas, jalapenos, cabbage, brown onions, kc		credit card purchases May 19	103.57
	May 19	% w. restroom: garbage bags, trash bags, and wa		credit card purchases May 19	1.83
	May 19	% w. restroom: garbage bags, trash bags, and wa		credit card purchases May 19	0.50
	May 19	% w. restroom: garbage bags, trash bags, and wa		credit card purchases May 19	3.08
	May 19	panic alarm monitoring and website hosting		credit card purchases May 19	206.75
	May 19	new shoes JD		credit card purchases May 19	100.00
				Total for Check Number 6201908:	2,469.69
6201909	COX	Cox Communications, Inc	06/30/2019		
	Jun 19 FF	internet access Jun 19		internet access Jun 19	60.00
	Jun 19 SC	local tv service Jun 19		local tv service Jun 19	31.10
	Jun 19 TH	internet access Jun 19		internet access Jun 19	79.00
				Total for Check Number 6201909:	170.10
6201910	GENUINE	Genuine Parts Co	06/30/2019		
	4851-021100	windshield wipers		windshield wipers	47.94
	4851-022940	backhoe: hydraulic oil		backhoe: hydraulic oil	116.73
	4851-024331	gen maint: shop towels, adapters, and slide termi		shop towels, adapters, slide te	38.11
	4851-024331	blow gun, wire brush, and disposable gloves		shop towels, adapters, slide te	29.69
	4851-024332	gen vehicle maint: grease cart		gen vehicle maint: grease cart	46.90
				Total for Check Number 6201910:	279.37
6201911	METLIFE	Metropolitan Life Ins Co	06/30/2019		
	Jun 19	dental insurance Jun 19		dental insurance Jun 19	55.34
	Jun 19	dental insurance Jun 19		dental insurance Jun 19	36.92
	Jun 19	dental insurance Jun 19		dental insurance Jun 19	36.74

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Jun 19	dental insurance Jun 19	dental insurance Jun 19	13.84
	Jun 19	dental insurance Jun 19	dental insurance Jun 19	4.15
	Jun 19	dental insurance Jun 19	dental insurance Jun 19	132.28
	Jun 19	dental insurance Jun 19	dental insurance Jun 19	62.25
	Jun 19	dental insurance Jun 19	dental insurance Jun 19	4.15
	Jun 19	dental insurance Jun 19	dental insurance Jun 19	5.54
	Jun 19	dental insurance Jun 19	dental insurance Jun 19	5.98
	Jun 19	dental insurance Jun 19	dental insurance Jun 19	57.46
	Jun 19	dental insurance Jun 19	dental insurance Jun 19	16.61
	Jun 19	dental insurance Jun 19	dental insurance Jun 19	16.62
	Jun 19	dental insurance Jun 19	dental insurance Jun 19	25.58
	Jun 19	dental insurance Jun 19	dental insurance Jun 19	33.55
	Jun 19	dental insurance Jun 19	dental insurance Jun 19	2.77
	Jun 19	dental insurance Jun 19	dental insurance Jun 19	24.29
	Jun 19	dental insurance Jun 19 ee dep	dental insurance Jun 19	278.69
			Total for Check Number 6201911:	812.76
6201912	OREILLY 2547-246249 2547-246612 May 19	O'Reilly Automotive, INC eone: headlight wax for vehicles discount for early payment May 19	06/30/2019 eone: headlight wax for vehicles discount for early payment M:	9.15 16.99 -0.52
			Total for Check Number 6201912:	25.62
6201913	PRTAXF 06052019 06052019 06052019 06072019 06072019 06072019 06212019 06212019 06212019 06222019 06222019 06222019	PAYROLL TAXES-FEDERAL FICA Tax: GM payroll Medicare Tax: GM payroll Federal Tax: GM payroll Federal Tax: 6/7 payroll FICA Tax: 6/7 payroll Medicare Tax: 6/7 payroll FICA Tax: 6/21 payroll Medicare Tax: 6/21 payroll Federal Tax: 6/21 payroll FICA Tax: 6/21 buyback Medicare Tax: 6/21 buyback Federal Tax: 6/21 buyback	06/30/2019 fed taxes: GM payroll fed taxes: GM payroll fed taxes: GM payroll fed taxes: 6/7 payroll fed taxes: 6/7 payroll fed taxes: 6/7 payroll fed taxes: 6/21 payroll fed taxes: 6/21 payroll fed taxes: 6/21 payroll fed taxes: 6/21 buyback fed taxes: 6/21 buyback fed taxes: 6/21 buyback	189.52 44.32 92.68 4,908.78 6,970.52 1,630.18 8,084.00 1,890.58 5,095.40 1,603.34 374.96 649.48
			Total for Check Number 6201913:	31,533.76
6201914	PRTAXS 06052019 06072019 06212019 06222019	PAYROLL TAXES-STATE State Tax: GM payroll State Tax: 6/7 payroll State Tax: 6/21 payroll State Tax: 6/21 buyback	06/30/2019 State Tax: GM payroll state taxes: 6/7 payroll State Tax: 6/21 payroll State Tax: 6/21 buyback	36.46 1,609.71 1,829.72 445.20
			Total for Check Number 6201914:	3,921.09
6201915	PITBOWCC 3103175458 3103175458 3103175458 3103175458 3103175458 3103175458 3103175458 3103175458	Pitney Bowes postage lease postage lease postage lease postage lease postage lease postage lease postage lease postage lease	06/30/2019 postage lease postage lease postage lease postage lease postage lease postage lease postage lease postage lease	9.73 97.43 45.56 30.80 12.16 0.94 14.84 0.16
			Total for Check Number 6201915:	211.62

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
6201916	PSPRS	Public Safety Personnel Retire	06/30/2019	
	06072019	PR Batch 00807.06.2019 Retirement-PSPRS	PR Batch 00807.06.2019 Reti	1,718.11
	06072019	PR Batch 00807.06.2019 Retirement-PSPRS-Err	PR Batch 00807.06.2019 Reti	7,574.08
	06072019	LESS FIRE INSURANCE PREMIUM TAX CR	PR Batch 00807.06.2019 Reti	-175.84
	06212019	PR Batch 00821.06.2019 Retirement-PSPRS	PR Batch 00821.06.2019 Reti	1,570.29
	06212019	PR Batch 00821.06.2019 Retirement-PSPRS-Err	PR Batch 00821.06.2019 Reti	6,888.31
	06212019	LESS FIRE INSURANCE PREMIUM TAX CR	PR Batch 00821.06.2019 Reti	-175.84
Total for Check Number 6201916:				17,399.11
6201917	SRP1277	Salt River Project	06/30/2019	
	May 19	utility: electricity May 19 security lights @ fire c	utility: electricity May 19	16.75
	May 19	utility: electricity May 19 mercado	utility: electricity May 19	3,076.44
	May 19	utility: electricity May 19 stott park	utility: electricity May 19	758.75
	May 19	utility: electricity May 19 fire dept	utility: electricity May 19	406.70
	May 19	utility: electricity May 19 maint yd	utility: electricity May 19	153.30
	May 19	utility: electricity May 19 straw bale house: mair	utility: electricity May 19	58.76
	May 19	utility: electricity May 19 % sr center	utility: electricity May 19	267.08
	May 19	utility: electricity May 19 % sr center	utility: electricity May 19	66.77
	May 19	utility: electricity May 19 % sr center	utility: electricity May 19	333.85
	May 19	utility: electricity May 19 stott park restrooms	utility: electricity May 19	47.68
	May 19	utility: electricity May 19 headstart	utility: electricity May 19	571.07
	May 19	utility: electricity May 19 biehn park restrooms	utility: electricity May 19	30.86
	May 19	utility: electricity May 19 sprinklers @ street	utility: electricity May 19	30.65
	May 19	utility: electricity May 19 marquee	utility: electricity May 19	108.24
	May 19	utility: electricity May 19 security street lights @	utility: electricity May 19	245.26
	May 19	utility: electricity May 19 retention basin @ vaou	utility: electricity May 19	31.48
	May 19	utility: electricity May 19 Town hall	utility: electricity May 19	1,188.18
	May 19	utility: electricity May 19 library	utility: electricity May 19	407.38
	May 19	utility: electricity May 19 CAP office	utility: electricity May 19	101.84
	May 19	utility: electricity May 19 ret basin @ pitaya	utility: electricity May 19	30.65
	May 19	utility: electricity May 19 security lights @ merc	utility: electricity May 19	239.99
	May 19	utility: electricity May 19 sewer metering station	utility: electricity May 19	32.41
	May 19	utility: electricity May 19 ret basin @ guadalupe	utility: electricity May 19	31.48
	May 19	utility: electricity May 19 street lights	utility: electricity May 19	323.05
	May 19	utility: electricity May 19 biehn park ballfield lig	utility: electricity May 19	646.51
	May 19	utility: electricity May 19 cemetery	utility: electricity May 19	31.17
	May 19	utility: electricity May 19 block house	utility: electricity May 19	22.06
Total for Check Number 6201917:				9,258.36
6201918	SRP1278	Salt River Project	06/30/2019	
	May 19	street lights and/or traffic signlas May 19	street lights and/or traffic sign	2,393.75
Total for Check Number 6201918:				2,393.75
6201919	SWGAS	Southwest Gas Corp	06/30/2019	
	Apr 19	utility: natural gas Apr 19 % sr center	utility: natural gas Apr 19	5.25
	Apr 19	utility: natural gas Apr 19 % sr center	utility: natural gas Apr 19	26.25
	Apr 19	utility: natural gas Apr 19 headstart	utility: natural gas Apr 19	44.91
	Apr 19	utility: natural gas Apr 19 % sr center	utility: natural gas Apr 19	21.00
Total for Check Number 6201919:				97.41
6201920	TEBLDGS	Tempe, City of	06/30/2019	
	01642 Apr 19	utility: water Apr 19 AdY street trees	utility: water Apr 19 AdY stre	12.68
	21442 Apr 19	utility: water Apr 19 maint yd	utility: water Apr 19 maint yd	73.31
	28842 Apr 19	utility: water Apr 19 comm refuse % sr center	utility: water Apr 19 sr center	7.26
	28842 Apr 19	utility: water Apr 19 % sr center	utility: water Apr 19 sr center	66.99
	28842 Apr 19	utility: water Apr 19 Headstart	utility: water Apr 19 sr center	114.58
	28842 Apr 19	utility: water Apr 19 % sr center	utility: water Apr 19 sr center	53.58

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	28842 Apr 19	utility: water Apr 19 comm refuse % sr center	utility: water Apr 19 sr center	29.05
	28842 Apr 19	utility: water Apr 19 % sr center	utility: water Apr 19 sr center	13.41
	28842 Apr 19	utility: water Apr 19 comm refuse % sr center	utility: water Apr 19 sr center	36.32
	30103 Apr 19	utility: water Apr 19 comm refuse CAP	utility: water Apr 19 TH irriga	27.03
	30103 Apr 19	utility: water Apr 19 comm refuse Headstart	utility: water Apr 19 TH irriga	81.09
	30103 Apr 19	utility: water Apr 19 TH irrigation	utility: water Apr 19 TH irriga	107.30
	30103 Apr 19	utility: water Apr 19 comm refuse TH	utility: water Apr 19 TH irriga	27.03
	30103 Apr 19	utility: water Apr 19 comm refuse Library	utility: water Apr 19 TH irriga	27.03
	40103 Apr 19	utility: water Apr 19 CAP	utility: water Apr 19 TH	18.05
	40103 Apr 19	utility: water Apr 19 Library	utility: water Apr 19 TH	54.14
	40103 Apr 19	utility: water Apr 19 TH	utility: water Apr 19 TH	108.28
	43524 May 19	utility: water May 19 hydrant meter		212.17
	53814 Apr 19	utility: water Apr 19 basin @ Vauo nawi	utility: water Apr 19 basin @	840.73
	61814 Apr 19	utility: water Apr 19 basin @ stott park	utility: water Apr 19 basin @ :	1,831.23
	6891752458Apr19	utility: water Apr 19 botanical garden	utility: water Apr 19 botanical garden	221.38
	70212 Apr 19	utility: water Apr 19 biehn park sprinklers 1	utility: water Apr 19 biehn par	118.32
	70255 Apr 19	utility: water Apr 19 stott park restrooms	utility: water Apr 19 stott park	73.31
	73212 Apr 19	utility: water Apr 19 fire dept	utility: water Apr 19 fire dept	214.20
	79822 Apr 19	utility: water Apr 19 cemetery	utility: water Apr 19 cemetery	106.47
	80212 Apr 19	utility: water Apr 19 biehn park sprinklers 2	utility: water Apr 19 biehn par	458.43
	80814 Apr 19	utility: water Apr 19 basin @ guadalupe	utility: water Apr 19 basin @ ;	1,884.44
	83403 Apr 19	utility: water Apr 19 stott park landscape	utility: water Apr 19 stott park	50.50
	86272 Apr 19	utility: water Apr 19 park @ juve's	utility: water Apr 19 park @ j	12.68
	88103 Apr 19	utility: water Apr 19 basin @ pitaya	utility: water Apr 19 basin @]	109.31
	88992 Apr 19	utility: water Apr 19 irrigation	utility: water Apr 19 irrigation	98.76
	98252 Apr 19	utility: water Apr 19 mercado	utility: water Apr 19 mercado	587.14
	98252 Apr 19	utility: water Apr 19 comm refuse mercado	utility: water Apr 19 mercado	454.45
			Total for Check Number 6201920:	8,130.65
6201921	WEX	WEX Bank	06/30/2019	
	59474458	fuel expenses May 19 CAP	fuel expenses May 19	73.69
	59474458	fuel expenses May 19 Fire	fuel expenses May 19	1,340.24
	59474458	fuel expenses May 19 Maint	fuel expenses May 19	944.47
	59474458	fuel expenses May 19 % sr center @ 75%	fuel expenses May 19	102.87
	59474458	fuel expenses May 19 % sr center @ 25%	fuel expenses May 19	34.29
	59474458	rebate May 19	fuel expenses May 19	-6.74
			Total for Check Number 6201921:	2,488.82
			Report Total (132 checks):	627,212.05