



NOTICE OF REGULAR MEETING OF THE GUADALUPE TOWN COUNCIL

THURSDAY, NOVEMBER 14, 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, November 14, 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 October 10, 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. **PUBLIC HEARING – SMALL CELL ANTENNAS ORDINANCE (ORDINANCE NO. O2019.01)** Introduce and hold a public hearing for an ordinance declaring the documents entitled “The 2019 Town of Guadalupe Wireless Facilities in the Right-of-Way Standard Terms and Conditions” and “the 2019 Town of Guadalupe Design Standards, Concepts and Requirements – Wireless Facilities in the Right-of-Way” as public records; amending the Code of the Town of Guadalupe, Arizona by adopting new Chapter 16A Wireless Facilities in the Right-of-Way; Microcell Equipment related to the use of the public right-of-way in the Town by wireless providers and entities with microcell equipment on strands in the Town; and establishing an effective date. Council may provide direction to the Town Manager / Clerk. *(related to G2)*

2. **SMALL CELL ANTENNAS ORDINANCE (ORDINANCE NO. O2019.01)** Council will consider and may take action to adopt an ordinance declaring the documents entitled “2019 Town of Guadalupe Wireless Facilities in the Right-of-Way Standard Terms and Conditions” and “2018 Town of Guadalupe Design Standards, Concepts and Requirements – Wireless Facilities in the Right-of-Way” as public records; adopting regulations and requirements for the use of the Town’s right-of-way by wireless providers and by owners of microcells on strands; and establishing an effective date. Council may provide direction to the Town Manager / Clerk. *(related to G1)*



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3. **PUBLIC HEARING – RIGHT-OF-WAY REGULATORY ORDINANCE (ORDINANCE NO. O2019.02)** Introduce and hold a public hearing to adopt an ordinance declaring that document entitled “Town of Guadalupe Right-of-Way Regulation Ordinance dated November 14, 2019” as a public record; amending the Guadalupe Town Code, Chapter 8 Business Regulations by adding new Article 8-5 Construction within Public Rights-Of-Way; Location and Relocation of Facilities in Public Rights-of-Way; and establishing an effective date. Council may provide direction to the Town Manager / Clerk. *(related to G4)*

4. **RIGHT-OF-WAY REGULATORY ORDINANCE (ORDINANCE NO. O2019.02)** Council will consider and may take action to adopt an ordinance declaring that document entitled “Town of Guadalupe Right-of-Way Regulation Ordinance dated November 14, 2019” as a public record; amending the Guadalupe Town Code, Chapter 8 Business Regulations by adding new Article 8-5 Construction within Public Rights-Of-Way; Location and Relocation of Facilities in Public Rights-of-Way; and establishing an effective date. Council may provide direction to the Town Manager / Clerk. *(related to G3)*

5. **PUBLIC HEARING – VIDEO SERVICES REGULATORY ORDINANCE (ORDINANCE NO. O2019.03)** Introduce and hold a public hearing to adopt an ordinance declaring that document entitled “Town of Guadalupe Video Services Regulatory Ordinance” dated November 14, 2019 as a public record; amending the Town Code of Guadalupe, Arizona, by adopting a new Chapter 16B Video Services relating to the regulation of video service by the Town and the licensing of video service providers in the Town; establishing a purpose; setting forth definitions; providing for license requirements; imposing fees; setting forth violations; and establishing an effective date. Council may provide direction to the Town Manager / Clerk. *(related to G6)*

6. **VIDEO SERVICES REGULATORY ORDINANCE (ORDINANCE NO. O2019.03)** Council will consider and may take action to adopt an ordinance declaring that document entitled “Town of Guadalupe Video Services Regulatory Ordinance” dated November 14, 2019 as a public record; amending the Town Code of Guadalupe, Arizona, by adopting a new Chapter 16B Video Services relating to the regulation of video service by the Town and the licensing of video service providers in the Town; establishing a purpose; setting forth definitions; providing for license requirements; imposing fees; setting forth violations; and establishing an effective date. Council may provide direction to the Town Manager / Clerk. *(related to G5)*

7. **CLAIMS:** Council will consider and may take action to approve the check register for October 2019, totaling \$429,460.94.

8. **WASTEWATER COLLECTION SYSTEM ASSESSMENT REPORT AND RECOMMENDATIONS** Town Engineer, Dibble Engineering will present the findings of the wastewater collection system assessment where the conditions of all 11.5 miles of Town owned sewer lines were inspected and analyzed. Town Engineer, Dibble Engineering will present observed defects and recommend a 5-year rehabilitation schedule to repair and replace system deficiencies. Recommendations include urgent, priority, and moderate repair needs. Total rehabilitation cost are estimated to be \$2.59 million for the 5-year period. Council may provide direction to the Town Manager / Clerk and the Town Engineer. *(related to G8 & G9)*

9. **PUBLIC HEARING** Hold a public hearing to obtain maximum feasible citizen involvement in the planning of specific Housing and Urban Development Community Block Grant projects for fiscal year 2020-2021. Council may provide direction to the Town Manager / Clerk. *(related to G7 & G9)*



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10. **COMMUNITY BLOCK GRANT PROGRAM (RESOLUTION NO. R2019.20)** Council will consider and may take action to direct the Town Manager to submit a wastewater system rehabilitation Project #1 consisting of 2,195 linear feet pipe segments, 14 manhole structures, engineering design/construction document preparation, construction bid process oversight and construction management, quality control and inspection to Maricopa County for possible funding through the Community Block Grant Program for fiscal year 2020-2021. The requested grant funding amount totals \$517,828. The application submittal deadline is December 6, 2019. Council may provide direction to the Town Manager / Clerk. *(related to G8 & G9)*

11. **APPROVAL OF CONTRACT** Council will consider the staff recommendation to award a wastewater system pipe replacement contract including design/construction document preparation, construction bid process oversight, construction management, quality control and inspection to the Town Engineer, Dibble Engineering in the amount of \$34,264.00. Council may provide direction to the Town Manager / Clerk.

12. **APPROVAL OF PRIVATE PROPERTY OWNER NOTIFICATION** Council will consider the staff recommendation to notify private property owners via letter of a damaged and/or obstructed lateral sewer line on their private property observed while inspecting the Town lines. Per Town Code, Section 14-3-1, "The Town shall not be responsible for the installation, maintenance or inspection of the consumer's service line, piping or apparatus of for any defects therein". Council may provide direction to the Town Manager / Clerk.

13. **FISCAL YEAR 2019/20 QUARTERLY FINANCIAL REPORT** Staff will present a first quarter, fiscal year (FY) 2019/20 (July 2019 – September 2019) financial report that includes Town fund revenues, expenditures and balances. Council may provide direction to the Town Manager / Clerk.

14. **FISCAL YEAR 2018/19 GENERAL FUND BUDGET ADJUSTMENT (RESOLUTION NO. R2019.21)** Council will consider and may take action to adopt Resolution No. R2019.21 authorizing a budget adjustment within the FY 2018/19 General Fund by transferring \$25,500 from the Administration cost center to address cost overruns that were unforeseen at the time the FY 2018/19 budget was adopted. Transfers include \$10,000 to Town Manager; \$1,000 to Community Development; \$3,500 to Town Attorney; and, \$11,000 to the Fire Department. Council may provide direction to the Town Manager / Clerk.

15. **2020 COUNCIL MEETING SCHEDULE** Councilmembers will review the Town Council Regular Meeting Schedule for 2020, and may reschedule, cancel, or schedule additional meetings through December, 2020. Staff recommends rescheduling or cancelling the November 26, 2020, Regular Council Meeting, which conflicts with the Thanksgiving holiday. Council may provide direction to the Town Manager / Clerk.

16. **SOLID WASTE, RECYCLING AND DISPOSAL SERVICES REPORT** Staff will provide a status report on the request for services process for solid waste, recycling, and disposal services and planned efforts to solicit refuse service preferences from Guadalupe residents. Council may provide direction to the Town Manager / Clerk.

17. **MARICOPA COUNTY COMMUNITY COLLEGES DISTRICT EDUCATIONAL SERVICES AGREEMENT** Council will consider and may take action to approve an agreement, in substantially the form of, with the Maricopa County Community Colleges District for the administration of tuition-free programs related to various career fields for qualified Town of Guadalupe residents. The programs will be held from January through March, 2020. Council may provide direction to the Town Manager / Clerk.

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



November 8, 2019

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: November 14, 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. To note, items G1 through G6 were prepared by Susan Goodwin, of Gust Rosenfeld, PLC.

Agenda Items:

G1 & G2. Summary of Wireless Facilities in the Right-of-Way documents

Prepared by Susan Goodwin, Gust Rosenfeld, PLC

Legislation adopted in 2017 allows wireless providers to install and operate small cells and related equipment in town, town and county rights-of-way ("ROW") and public easements. The intent of the legislation is to help wireless carriers add capacity to their networks to provide better access to cell phone coverage and high-speed wireless data services. In addition, in 2018, the Federal Communications Commission adopted its FCC Rule 18-133, which is now effective. The State law and FCC rule are not perfectly consistent, but where there is a conflict, the most restrictive applies.

Ordinance Regulating Wireless Facilities in the Right-of-Way and Antennas Mounted on Strands. The proposed ordinance requires that the wireless provider obtain a Master License approved by the Council for use of the right-of-way. Thereafter, the Town Manager may approve individual permits for the antennas. The ordinance adopts Standard Terms and Conditions and Design Standards that regulate small wireless facilities. The Town is required to adopt Standard Terms and Conditions under the legislation. This documents sets forth the procedural and regulatory requirements for locating a small wireless facility in the right-of-way. It is modeled on what other cities are doing for consistency. This ditto document includes a form of Master License and Permit. The legislation permits cities and towns to adopt Design Standards applicable to small cells in the right-of-way. These documents establish design standards for small wireless facilities and is modeled on what other cities are doing, for consistency.

For fees related to the telecommunication ordinances, a Notice of Intent was posted on the Town's website and social media sites on Monday, October 28, 2019, for a minimum of 60 days, as required by law. Staff will present associated resolutions establishing fees for these activities at a January 9, 2020, Regular Council Meeting. The amount of fees that can be charged is limited by both the State legislation and the FCC rule, as follows: For colocation on existing poles: Application fee up to \$100 per antenna for up to 5 and \$50 per antenna over 5 and up to 25. Up to \$50 per year for use of right-of-way and \$50 per year for use of Town-owned pole. For new or replacement poles not subject to zoning (most small wireless facilities): Application fee up to \$500. Up to \$50 per year for use of right-of-way and \$50 per year for use of Town-owned pole. For new or replacement poles subject to zoning: Application fee up to \$1,000. Up to \$200 per year for use of right-of-way.

Approval of both (a) The 2019 Town of Guadalupe Wireless Facilities In The Right-Of-Way Standard Terms And Conditions, and (b) The 2019 Town of Guadalupe Design Standards, Concepts and Requirements Wireless Facilities in the Right-Of-Way, would align the Town of Guadalupe Town Code with current State statute and Federal legislation governing small cell installations permitting the rollout of 5G technology. *(Pages 12-70)*

G3 & G4 Summary of Right-of-Way Regulatory Ordinance

Prepared by Susan Goodwin, Gust Rosenfeld, PLC

Cities and towns adopt right-of-way regulatory ordinances in order to properly protect and operate their public rights-of-way (usually streets and sidewalks) and at the same time permit other entities to work in the public rights-of-way. For example, a person constructing a building may be required to make a curb cut, or a public utility or video services provider may need to install facilities in the right-of-way. It is important for both public safety and the maintenance of public streets to have standards for the work being performed. The purpose of the right-of-way regulatory ordinance is to set forth application procedures for a permit to work in the public right-of-way, requirements for permits, insurance requirements and standards for restoration of the right-of-way.

Importantly, the ordinance includes requirements for traffic control and a traffic control plan. When entities work in the right-of-way, traffic is disrupted, and it is vital that the traveling public be kept safe while the work is being done. The ordinance also requires that any above-ground facilities receive approval from the Town prior to their installation. This is important because traffic visibility must be maintained. The ordinance requires that all facilities be installed pursuant to plans prepared by a registered professional engineer and approved by the Town.

The ordinance requires that when the Town plans to install improvements in the right-of-way, the owner of non-Town facilities must locate and if necessary expose facilities that might be in conflict with Town facilities. Blue stake procedures are required to be followed.

If the entity working in the right-of-way damages or disturbs the surface or subsurface of the right-of-way or adjoining public property or improvement, the entity must restore the property in as good condition as before the damage or disturbance within a reasonable time.

An application to work in the public right-of-way which includes excavation in a newly paved street would not be granted for the first two years of the pavement's life unless there are extenuating circumstances.

The ordinance includes requirements for pavement restoration. When pavement is cut, the life of the pavement is reduced. The ordinance sets forth standards for pavement restoration. The Town may establish a pavement restoration fee.

If Town facilities must be relocated due to the work of another entity, that entity must pay the entire cost of the relocation. If the Town requires an entity to relocate facilities which have prior rights (i.e. they were there first), the Town must pay for the relocation. Otherwise, that entity must pay that cost.

Entities working in the right-of-way would be required to maintain insurance, bonds and security fund requirements as specified by the Town.

Approval of "Town of Guadalupe Right-of-Way Regulation Ordinance dated November 14, 2019" as a public record; amending the Guadalupe Town Code, Chapter 8 Business Regulations by adding new Article 8-5 Construction within Public Rights-Of-Way; Location and Relocation of Facilities in Public Rights-of-Way; and establishing an effective date would establish regulations to allow work in public rights-of-way in a non-discriminatory manner. Presently, such regulations do not exist in Town of Guadalupe Town Code. As more utilities and telecommunication providers rely on use of rights-of way, it is imperative to establish regulations to ensure public safety and proper use. *(Pages 71-81)*

G5 & G6 Summary of Video Services Regulatory Ordinance

Prepared by Susan Goodwin, Gust Rosenfeld, PLC

In 2018, legislation was passed that preempted most local regulation of cable services even though cable companies use the public right-of-way to provide services to their customers. Historically, cities and towns negotiated license agreements with cable companies. Under the new legislation, cable companies are referred to as "video services providers" and cable service is called "video service". In June 2019 the Town adopted a Uniform Video Services License Agreement and a Uniform application/affidavit, as required by the legislation. During the period from January 1, 2020 through June 30, 2020, cable companies with existing licenses may elect to obtain a Uniform License and

terminate an existing cable license. If the cable company does not terminate its existing license, it will continue operating under its existing license until it expires. After that, the new statute will apply to that cable company.

Under the new statute, applications for a cable license are submitted to the Town Clerk and the license must be approved within 30 days of submittal (unless the application is incomplete). No council approvals are permitted or required. There are no grounds for denial.

No in kind services may be required. Fees for applications, construction permits, and inspections may be charged but must be offset by license fees. The Town may require that a video service provider bear reasonable costs associated with repair and restoration of streets.

The Town may still charge a license fee of up to 5% of gross revenues. However, under a new rule issued by the Federal Commissions Commission on August 1, 2019, the total of the license fee, the transaction privilege taxes imposed and in-kind contributions may not exceed 5% of gross revenues (unless agreed to in a separate agreement). There is an exception for the contribution of PEG capacity.

The term of licenses is ten years, which must be extended if the video services provider files a notice with the Town Clerk. Video services providers must comply with engineering and safety codes applicable to its construction practices, technical standards required by federal law, and other federal laws. Video services providers must comply with these standards, but there is no enforcement mechanism. The Town may not require a local office. There is no buildout requirement. The only requirement is that video services providers must provide service to at least one subscriber within twenty-four months of issuance of Uniform License. Complaints must be filed (by or against) a video services provider through the State Office of Administrative Hearings.

Other than a requirement that the Town adopt an ordinance that the license fee be imposed equally and uniformly on video service providers and holdover cable operators, there is no requirement that the Town adopt a regulatory ordinance. However, the State statute and the FCC rule are complicated and somewhat difficult to understand. This ordinance complies with both the State statute and the new FCC rule. This ordinance, if adopted, will serve as guidance to Town staff in carrying out their responsibilities under the statute.

Highlights of the proposed ordinance are:

- Applications are filed with the Town Clerk, who forwards it to the Town Manager. It must be approved within 30 days unless the application is incomplete. No Council approval.
- The term of a license is 10 years, which may be extended by the video services provider.
- Undergrounding of facilities is required.
- The video services provider must obtain a permit to work in the right-of-way and comply with mapping, insurance, performance bonds, security fund, indemnification or similar requirements that apply to the use and occupation of any highway.
- The license fee is established by resolution of the Council. Per Notice of Intent, Town Council is scheduled to consider this license fee resolution on January 9, 2020. The total of the license fee, transaction privilege taxes and in-kind contributions (unless a separate agreement is entered into) may not exceed 5% of gross revenues.
- Public, educational and government access programming (PEG) is required. The channel capacity shall include not more than two channels of public, educational or governmental access programming in the basic service tier of the video service network and not more than two channels of noncommercial governmental programming, at least one of which may be programmed by the federal government, in the digital programming tier of the video service network
- The Town must notify the video services provider of annexations.

Approval of "Town of Guadalupe Video Services Regulatory Ordinance" dated November 14, 2019, as a public record; amending the Town Code of Guadalupe, Arizona, by adopting a new Chapter 16B Video Services relating to the regulation of video service by the Town and the licensing of video service providers in the Town; establishing a purpose; setting forth definitions; providing for license requirements; imposing fees; setting forth violations; and establishing an effective date would set forth in our Town Code the procedures Town would follow to process video service applications.

On July 12, 2018, Town Council approved the extension of the current license agreement with Cox Communications until March 15, 2020. The Town earns \$24,000 annually as a result of the current agreement with Cox Communications. As a result of the new state statutes and federal regulations, it is anticipated that the Town will experience a reduction in annual revenues from any video services. *(Pages 82-90)*

G7. Claims: The Town check register for October 2019, totals \$429,460.94. *(Pages 91-107)*

G8. Wastewater Collection System Assessment Report and Recommendations: On August 8, 2019, Council approved a contract with Dibble Engineering to conduct a wastewater collection system assessment study. The contract amount was \$136,150. The study assessed the condition of the Town of Guadalupe owned 11.5 miles of sewer lines, 199 access manholes and 20 cleanouts. This assessment was accomplished by first cleaning out existing pipes of debris, followed by vide taping the condition of all pipes using a closed circuit TV (CCTV), then documenting and grading the conditions of all wastewater system components.

The October 2019 Wastewater Collection System Assessment report, prepared by Dibble Engineering, provides a comprehensive analysis of the condition of the Town's wastewater collection system. The analysis identifies certain sewer line segments that are in urgent need of repair, at a cost of approximately \$123,000 to the Town. Urgent repairs would be followed by a five-year program to repair and rehabilitate deteriorating segments of the system based on the severity of condition. Overall, total cost of repair and rehabilitation is estimated at \$2.59 million for the entire five-year program. Staff recommends pursuing County CDBG grants to fund this program.

Please note, these costs do not include any annual maintenance and/or cleaning costs, extermination costs, future inspections and/or emergency repair needs. When considering these ongoing preventative maintenance efforts, the utility fee assessed to Town property owners, who utilize the system, should be studied. This will be examined during the FY20/21 budget proposal process. The current utility fee is \$6.00 per utility customer, per month. This fee is included in the monthly utility bill that customers receive from the City of Tempe.

Staff will present assessment findings and recommendations for a sewer line repair and replacement timeline, and associated costs. *(related to agenda items G8 and G9) (Pages 108-130)*

G9 & G10. Public Hearing & Community Block Grant Program (Resolution No. R2019.20): A public hearing is required for specific Housing and Urban Development Community Block Grant Projects. Adoption of this resolution would authorize the submittal of a CDGB Grant Program application to Maricopa County for a wastewater system rehabilitation project consisting of 2,185 linear feet pipe segments, 14 manhole structures, engineering design/construction document preparation, construction bid process oversight and construction management, quality control and inspections. Locations of priority one pipe segment rehabilitation needs, as illustrated on Exhibit A, are as follows:

- Calle Maravilla, north of Guadalupe Road
- Guadalupe Road, east of Avenida del Yaqui
- Calle Encinas, west of Avenida del Yaqui
- Avenida del Yaqui, 8200 south block
- Alley between Calle Maravilla and Calle Azteca, 8200 south block

The Town sewer lines are approximately 40 years old, with a number of segments in need of repair. This proposal would be the first of a five year program requesting CDBG Grant funds for wastewater system repair and rehabilitation, as presented in the October 2019 Wastewater Collection System Assessment. Should the CDBG grant be awarded construction would occur in 2021. *(related to agenda item G8) (Pages 131-132)*

G 11. Approval of Contract: Approval of this \$34,264.00 contract with Dibble Engineering is the first step in addressing the urgent sewer repair needs identified in Table 9, page 15, of the Wastewater Collection System Assessment. Specifically, preparing plans for 800 linear feet of pipe replacement and 1,812 linear feet of root ball removal. Locations of urgent repair needs, as illustrated on Exhibit B are as follows:

- Calle Maravilla, north of Calle Carmen
- Calle Iglesia, 5500 east block

- Alley between Calle San Angelo and Calle Sonora, 5500 east block
- Avenida del Yaqui, 8200 south block
- Alley between Avenida del Yaqui and Calle Moctezuma, 8200 south block (2 segments)
- Alley between Calle Moctezuma and Calle Azteca, 8200 south block

Should this be approved, Dibble Engineering will undertake design/construction document preparation, construction bid process oversight and construction management, quality control and inspections. The contract amount is \$34,264.00. *(related to agenda item G8) (Pages 133-143)*

G 12. Private Property Owner Notification Letter (related to sewer lines repairs): As a result of the Wastewater Collection System Assessment, approximately 30 obstructed lateral sewer pipes were identified, where tree roots are growing from the private property lateral pipe into the Town owned public sewer pipe. These obstructed sewer pipes are reducing capacity and flow within the private pipe and the Town pipe. As roots continue to grow, the obstruction will likely become more severe. Per Town Code, Section 14-3-1, "The Town shall not be responsible for the installation, maintenance or inspection of the consumer's service line, piping or apparatus of for any defects therein".

Because the private pipe remains the responsibility of the property owner, it is recommended that the Town notify private property owners via letter of a damaged and/or obstructed lateral sewer line on their private property observed while inspecting the Town lines. *(related to agenda item G8) (Page 144-146)*

G13. Fiscal Year 2019/20 Quarterly Financial Report: The FY 2019/20 First Quarter financial report indicates Town revenues are tracking FY 2019/20 estimates and Town General Fund expenditures are exceeding revenues by \$15,769. The First Quarter report summarizing all Town funds is attached. *(Pages 147-171)*

G14. Fiscal Year 2018/19 General Fund Budget Adjustment (Resolution No. R2019.21): Adoption of Resolution No. R2019.21 reconciles cost centers with in the General Fund transferring \$25,500 from the Administration cost center to four General Fund operating departments with cost overruns that were unforeseen at the time the FY 2018/19 budget was adopted. *(Page 172)*

G15. 2020 Council Meeting Schedule: Per the Guadalupe Town Code of Ordinances, Regular Council Meetings are held on the second and fourth Thursday's of each month. Council will review and may reschedule, cancel, or schedule additional meetings through December, 2020. *Potential conflicts with meeting dates include the following:*

- March 12, 2020 Week of spring break
- November 26, 2020 Thanksgiving Day – **MEETING CANCELLED** *Town Hall closed*
- December 24, 2020 Christmas Eve

Once approved, staff will post the 2020 Council Meeting schedule. *(Pages 173-185)*

G16. Solid Waste, Recycling and Disposal Services Report: Staff will provide a status report on the request for services process for solid waste, recycling and disposal services. Staff is preparing to solicit service preferences and input from Guadalupe residents. Specifically, input is sought on the following:

1. Do residents prefer one recycling collection and one solid waste collection weekly or two solid waste collections weekly?
2. If you prefer recycling collection, are you willing to pay about \$1.00 more per month for the recycling service?
3. Do you prefer monthly or quarterly billing?
4. If you prefer monthly, are you willing to pay about \$7.00 per month for monthly billing?
5. If weekly recycling service was discontinued, would you voluntarily bring recyclables to a recycling dumpster at the Town maintenance yard?
6. How often do you use the dump at the Maintenance yard?
7. Do you participate in Town wide clean up, where dumpsters are located throughout the community every three months?
8. Please share suggestions and comments – thank you.

Council may provide direction to the Town Manager / Clerk. *There is no material associated with this agenda item.*

G17. Maricopa County Community Colleges District Educational Services Agreement: Staff is recommending approval of an educational services agreement with the Maricopa County Community Colleges District to partner with GateWay Community College to offer three career programs: Certified Logistics Associate, Electrical Installer and Career Foundations. All three programs will be offered tuition free to Guadalupe residents and run from January 2020 through March 2020. Programs will be held at the Mercado, South Mountain Community College, and GateWay Community College locations. The intent of this program is to offer no cost career educational programs to Guadalupe residents. The program is being funded from the \$70,000 Gila River 12% gaming grant for career development that was awarded to the Town earlier this year. *(Pages 186-190)*



Minutes Town Council Regular Meeting October 10, 2019

Valerie Molina
Mayor

Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, October 10, 2019, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Guadalupe, Arizona, in the Council Chambers.

Ricardo Vital
Vice Mayor

A. CALL TO ORDER
Vice Mayor Vital called the meeting to order at 6:00 p.m.

Mary Bravo
Councilmember

B. ROLL CALL
Councilmembers Present: Mayor Valerie Molina (*via teleconference*), Vice Mayor Ricardo Vital, Councilmember Mary Bravo, Councilmember Anita Cota, Councilmember Gloria Cota, Councilmember Elvira Osuna, and Councilmember Joe Sánchez

Anita Cota
Councilmember

Staff Present: Jeff Kulaga – Town Manager / Clerk, Wayne Clement – Fire Chief, Jennifer Drury – Assistant to the Town Manager, Robert Thaxton – Finance Director, Catalina Alvarez – Community Action Program Director, Kay Savard, Deputy Town Clerk, and David Ledyard – Town Attorney

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

C. INVOCATION/PLEDGE OF ALLEGIANCE
Councilmember Bravo provided the invocation. Mayor Molina then led the Pledge of Allegiance.

Joe Sánchez
Councilmember

D. APPROVAL OF MINUTES
Motion by Councilmember Anita Cota to approve the September 26, 2019, Town Council Regular Meeting Minutes and the September 26, 2019, Town Council Special Meeting Minutes; second by Councilmember Bravo. Motion passed unanimously 7-0.

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1. Approved the September 26, 2019, Town Council Regular Meeting Minutes.
2. Approved the September 26, 2019, Town Council Special Meeting Minutes.

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- E. CALL TO THE PUBLIC: No one spoke.
- F. MAYOR and COUNCIL PRESENTATIONS: None.
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. TOWN MANAGER / CLERK, EMPLOYMENT CONTRACT RENEWAL: Councilmembers approved the employment contract renewal (C2018-28A) with Jeff Kulaga, Town Manager / Clerk. The contract renewal term expires on October 9, 2021.

Jeff Kulaga, Town Manager / Clerk, noted a few updates to his proposed employment contract which include extending the severance timeframe from 3 months to 6 months; no change to the salary amount; and, that he, Mr. Kulaga, is financially responsible for paying for on-going training for the duration of his contract.

Motion by Mayor Molina to approve agenda item G1; second by Councilmember Osuna. Motion passed unanimously 7-0.



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Fax: (480)-505-5368

2. **CLAIMS:** Councilmembers approved the check register for September 2019, totaling \$511,715.46.

Motion by Mayor Molina to approve agenda item G2; second by Councilmember Gloria Cota. Motion passed unanimously 7-0.

H. TOWN MANAGERS' COMMENTS

Jeff Kulaga, Town Manager / Clerk

- o Nine segments of town sidewalks have been repaired. Future sidewalk repairs are anticipated. Thanked the Assistant to the Town Manager for her work on this project.
- o Arizona Department of Transportation (ADOT) has selected a design contractor, Azteca, for the Avenida del Yaqui Project. ADOT will serve as the project manager. It is anticipated that beginning in February, 2020, there will be public meetings regarding the project.
- o The November water bills will include a flyer that outlines the upcoming community clean-up event as well as upcoming holiday events.
- o Staff will be pursuing sponsorships for the upcoming holiday events.
- o Thanked Councilmembers for renewing his employment contract; and, thanked staff for their support.

I. COUNCILMEMBERS' COMMENTS

Councilmember Bravo

- o Thanked audience members for attending the meeting.

Councilmember Anita Cota

- o Thanked audience members for attending the meeting.
- o The Avenida del Arte event was successful.

Councilmember Sánchez

- o Thanked audience members for attending the meeting.

Councilmember Osuna

- o Thanked audience members for attending the meeting.
- o Monday, October 21, 2019 – DB101 training will be conducted by Southwest Unlimited. The public is welcome to attend.
- o Tuesday, October 22, 2019 – DB101 awareness presentation.
- o Thursday, October 24, 2019 – Spooktakular.

Councilmember Gloria Cota

- o Thanked audience members for attending the meeting.

Vice Mayor Vital

- o Saturday, October 19, 2019 – Ribbon cutting ceremony at the Annex. The public is welcome to attend.
- o Thursday, October 24, 2019 – Spooktakular event, includes a Community Peace Walk at 4:30.
- o Thanked staff for their work.

Mayor Molina

- o Thanked staff for their work.



J. ADJOURNMENT

Motion by Councilmember Anita Cota to adjourn the Regular Council Meeting; second by Councilmember Sánchez. Motion passed unanimously 7-0.

The meeting was adjourned at 6:12 p.m.

Valerie Molina
Mayor

Valerie Molina, Mayor

Ricardo Vital
Vice Mayor

ATTEST:

Mary Bravo
Councilmember

Jeff Kulaga, Town Manager / Town Clerk

Anita Cota
Councilmember

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the October 10, 2019, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Jeff Kulaga, Town Manager / Town Clerk

Joe Sánchez
Councilmember

Online agendas and results
available at
www.guadalupeaz.org

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

ORDINANCE NO. O2019.01

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA DECLARING THE DOCUMENTS ENTITLED "THE 2019 TOWN OF GUADALUPE WIRELESS FACILITIES IN THE RIGHT-OF-WAY STANDARD TERMS AND CONDITIONS" AND "THE 2019 TOWN OF GUADALUPE DESIGN STANDARDS, CONCEPTS AND REQUIREMENTS - WIRELESS FACILITIES IN THE RIGHT-OF-WAY" AS PUBLIC RECORDS; AMENDING THE CODE OF THE TOWN OF GUADALUPE, ARIZONA BY ADOPTING NEW CHAPTER 16A WIRELESS FACILITIES IN THE RIGHT-OF-WAY; MICROCELL EQUIPMENT RELATED TO RELATED TO THE USE OF THE PUBLIC RIGHT-OF-WAY IN THE TOWN BY WIRELESS PROVIDERS AND ENTITIES WITH MICROCELL EQUIPMENT ON STRANDS IN THE TOWN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING PENALTIES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, as authorized by ARS § 9-591, *et seq.* and Federal Communications Commission Rule FCC 18-133, Wireless Providers will attach Wireless Facilities to Utility Poles other facilities located in the right-of-way.

WHEREAS, all Town Utility Poles approved for such private uses shall retain their primary governmental purpose, and those entities occupying public property must not interfere with those purposes in any way, nor shall their activities create an unreasonably dangerous condition for the public.

WHEREAS, the primary purpose of this ordinance is to protect the health, safety, and welfare for the public, and to protect the value of and physical integrity of publicly-owned property and assets.

WHEREAS, those documents entitled "The 2019 Town of Guadalupe Wireless Facilities in the Right-of-Way Standard Terms and Conditions" and "The 2019 Town of Guadalupe Design Standards, Concepts and Requirements - Wireless Facilities in the Right-of-Way", three copies of which are on file in the office of the Town Clerk, are hereby declared a public record.

BE IT ORDAINED by the Mayor and Common Council of the Town of Guadalupe, Arizona as follows:

Section 1. In General.

The Code of the Town of Guadalupe, Arizona is hereby amended by adding new Chapter 16A Wireless Facilities In The Right-Of-Way; Microcell Equipment to read as follows:

CHAPTER 16A: WIRELESS PROVIDERS IN THE RIGHT-OF-WAY; MICROCELL EQUIPMENT ON STRANDS IN THE TOWN

ARTICLE 16A-1 WIRELESS PROVIDERS IN THE RIGHT-OF-WAY

16A-1-1 Purpose and Applicability. The purpose of this chapter is to manage the public right-of-way use by wireless providers to enable the Town to:

- (a) Issue licenses on a competitively neutral and nondiscriminatory basis;

(b) Manage the public rights-of-way in compliance with A.R.S. Title 9, Chapter 5, Articles 1.1 and 8 and Federal Communications Commission Rule FCC 18-133;

(c) Minimize congestion, inconvenience, visual impact and other adverse effects from the use of the public rights-of-way by wireless providers; and

(d) Protect the Town's investment in its public rights-of-way and facilities in its public-rights-of-way, including protecting the safety of the traveling public, promoting aesthetic values of the Town in its rights-of-way and protecting Town facilities in the rights-of-way.

16A-1-2 Applicability.

This article applies to the use of the public rights-of-way by wireless providers. It applies to telecommunications corporations as that term is defined in A.R.S. § 9-581 only if and to the extent a telecommunications corporation has or intends to locate wireless facilities in the public rights-of-way and is a wireless provider.

16A-1-3 Requirements For Wireless Facilities In The Right-Of-Way.

(a) Those documents entitled "2019 Town of Guadalupe Wireless Facilities in the Right-of-Way Standard Terms and Conditions" and "2019 Town of Guadalupe Design Standards, Concepts and Requirements—Wireless Facilities in the Right-of-Way," three copies of which are on file in the office of the Town clerk, are adopted herein by this reference to regulate work on, below or above a right-of-way that involves wireless communications facilities.

(b) In addition to other requirements in this chapter, an applicant requesting to locate a wireless communications facility in the right-of-way shall comply with the requirements set forth in the 2019 Town of Guadalupe Right-of-Way Standard Terms and Conditions and the 2019 Town of Guadalupe Design Standards, Concepts and Requirements - Wireless Facilities in the Right-of-Way.

(c) A wireless provider may request different or additional terms that the wireless provider and Town may negotiate in good faith. Council approval is required for such different or additional terms and nothing in this paragraph shall require the council to approve such different or additional terms.

16A-1-4 Fees and Rates.

Fees and rates for applications, construction, installation, maintenance, modification, operation and replacement of a wireless facilities shall be adopted by resolution of the council.

16A-1-5 Delegation Of Authority.

(a) The town manager is authorized to approve applications for small wireless facilities that comply with the provisions of this chapter.

(b) All other applications for wireless facilities require the approval of the council.

16A-1-5 Additional Requirements for Certain Small Wireless Facilities.

(a) This section applies to small wireless facilities that exceed the following height limitations:

1. Ten feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on August 9, 2017, that is located within five hundred feet of the new, replacement or modified utility pole and that is in the same right-of-way within the jurisdictional boundary of the Town, but not more than fifty feet above ground level.

2. Forty feet above ground level.

(b) Wireless facilities that exceed height limitations set forth in (a) above are subject to the Town's zoning codes and other regulatory processes governing use of the rights-of-way.

(c) Monopoles are not permitted in the right-of-way pursuant to Zoning Code.

ARTICLE 16A-2 MICROCELL EQUIPMENT IN THE RIGHT-OF-WAY

16A-2-1 Definitions.

As used in this article:

(a) "Microcell equipment" means devices that are connected to the aerial facilities of a person specified in § 114.031 and that are used solely for transmitting, processing and receiving voice and data wireless telecommunications services. Microcell equipment does not include any ground-based equipment.

(b) "Microcell poles" means a pole or similar structure and attached appurtenances, including strand, that is designed for telecommunications, cable, data or electric functions.

16A-2-2 Applicability

Notwithstanding any provisions of this chapter to the contrary, the provisions of this article shall apply to the installation, operation and maintenance of microcell equipment in the right-of-way by telecommunications corporations and cable operators. A person that has all applicable authorizations required to provide commercial mobile radio service using microcell equipment may use microcell equipment to provide commercial mobile radio service.

16A-2-3 Applications.

Applications for the installation, operation and maintenance of microcell equipment in the public highways within the Town shall comply with the requirements of this article.

16A-2-4 Fees.

The council shall establish fees for microcell equipment in the right-of-way by resolution.

16A-2-5 Limitations.

At each site where microcell equipment is installed, such installation is limited to:

(a) Not more than two strand-mounted antennas and radio pairs that are owned by a person described in Section 16A-2-2.

(b) Related devices owned by the applicant that are mounted on strand between the microcell poles on which the strands are mounted, including power supplies, housings, cables and similar supporting furnishings and improvements.

Section II. Providing for Repeal of Conflicting Ordinances.

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

Section III. Providing for Severability.

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

Section IV. Providing for Penalties.

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

Section V. Establishing an Effective Date.

This ordinance and all documents adopted by reference shall be effective from and after December 14, 2019.

PASSED AND ADOPTED by the Common Council of the Town of Guadalupe, Arizona, this _____ day of _____ 2019, by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this _____ day of _____, 2019.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard, Town Attorney

2019
TOWN OF GUADALUPE

WIRELESS FACILITIES IN THE RIGHT-OF-WAY
STANDARD TERMS AND CONDITIONS

The Common Council of the Town of Guadalupe has adopted the following terms and conditions (the "Terms") to govern the use of Town-Owned right-of-way for the placement of wireless facilities by a Wireless Services Provider as defined by the Arizona Revised Statutes, Section 9-591, *et seq.* These terms are effective as of November 14, 2019, and may be amended only upon approval of the Town Council, provided however, that the Town Manager is authorized to amend these Terms to the extent required by changes to State or Federal law or regulations or to the extent modified or reversed by a court of competent jurisdiction.

RECITALS

A. Town, in its governmental capacity, owns or holds a legal interest in public roads, streets and alleys and all other dedicated public rights-of-way, public utility easements and public utilities and facilities easements of the Town (collectively the "ROW"). Town is responsible for the management of the ROW within Town's boundaries. Pursuant to ARS §§ 9-240, 9-276 and 9-582, the Town has exclusive control of the ROW.

B. As authorized by ARS § 9-591, *et seq.* and Federal Communications Commission Rule FCC 18-133, Wireless Service Providers will attach Wireless Facilities to Town Utility Poles (as defined in ARS § 9-591) located in the ROW. Monopoles are not permitted in the ROW.

C. All Town Utility Poles approved for such private uses shall retain their primary governmental purpose, and those entities occupying public property must not interfere with those purposes in any way, nor shall their activities create an unreasonably dangerous condition for the public.

D. The primary purpose of these Terms is to protect the health, safety, and welfare for the public, and to protect the value of and physical integrity of publicly-owned property and assets.

1. DEFINITIONS

1.1. "Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing wireless services.

1.2. "Applicable Laws" means the federal, state, county, and Town of Guadalupe laws, ordinances, rules, regulations, and permit requirements, including ANSI/TIA-G-2 standards, that apply to Licensee's use of the Use Areas. If there are conflicts among the requirements in these laws, ordinances, rules, regulations and permit requirements, the most restrictive will apply.

1.3. "Collocation" means (i) mounting or installing a small cell wireless facility on a Town Utility Pole and/or modifying a structure for the purpose of mounting or installing a small cell wireless facility on a Town Utility Pole.

1.4. "Equipment Cabinets" means equipment that is ground mounted or placed on a concrete slab that contains Licensee's improvements, personal property and facilities to operate its Antenna(s) for Permitted Uses including: radio receivers, transmitters, related facilities, and/or cabinets, related cables and utility lines, location based power source (including a battery), the electrical meter and any other equipment necessary for the operation of wireless antenna.

1.5. "Licensee" means an entity providing Wireless Services and that holds a valid Master License to use the ROW for such business.

1.6. "Licensee's Facilities" means the Antennas, Equipment Cabinets, and all other cable, wire, equipment, conduit, screen walls, or other such element used by Licensee for Permitted Uses including antennas, radios and cable owned by third parties, in connection with its installation of Wireless Facilities and related equipment on Town Utility Poles pursuant to a Master License.

1.7. "Master License" means a revocable, nonexclusive permission to attach Wireless Facilities to Town Utility Poles and encroach in the ROW, which does not create or confer any interest in real or personal property.

1.8. "Monopole" means a Wireless Support Structure that is not more than forty inches in diameter at the ground level and that has all of the Wireless Facilities mounted on the pole contained inside the pole.

1.9 "Permit" means written permission required by the town to install, mount, maintain, modify, operate or replace a utility pole, to collocate a small wireless facility on a utility pole or wireless support structure or to collocate wireless facilities.

1.10. "Permitted Uses" means, and is limited to, Licensee's right to construct, install, operate, maintain and repair the related support facilities (such as wireless antennas and equipment cabinets) for the delivery of Wireless Services.

1.11 "Shot Clock" means the period of time within which the Town must approve or deny an application. For collocation of a Small Wireless Facility on an existing structure, the Shot Clock is sixty days of the date of the application. If the application is to locate a Small Wireless Facility using a new structure, the Shot Clock is ninety days of the date of the application.

1.12. "Small Cell Wireless Facility" means a Wireless Facility that meets both of the following qualifications:

1.12.1. Having all Antennas located inside an enclosure of not more than six cubic feet in volume, or in the case of an Antenna that has exposed elements, the Antenna and all of the Antenna's exposed elements could fit within an imaginary enclosure of not more than six cubic feet in volume; and

1.12.2. All other wireless equipment associated with the facility are cumulatively not more than twenty-eight cubic feet in volume, or fifty cubic feet in volume if the equipment was ground mounted before August 9, 2017, excluding the following

equipment: an electric meter, concealment features, a telecommunications demarcation box, grounding equipment, a power transfer switch, a cutoff switch, and vertical cable runs for the connection of power and other services.

1.13. "Small Wireless Facility" means a Small Cell Wireless Facility.

1.14. "Third Party Areas" means the portions of the right-of-way, such as canal and railroad crossings or other areas that for any reason have limited right-of-way dedications or that have regulatory use restrictions imposed by a third party.

1.15 "Town Utility Pole" means a Utility Pole that is owned or operated by the Town and that is in the ROW. Town Utility Pole does not include a Utility Pole for electric distribution.

1.16. "Use Area" means the area that Licensee is permitted to use pursuant to an approved Permit. The term Use Area includes the area depicted on the Permit that shows where the Antenna will be attached to the Town Utility Pole, and where the Equipment Cabinet will be located.

1.17. "Utility Pole" means a pole or similar structure that is used in whole or in part for communications services, electric distribution, light or traffic signals. Utility Pole does not include a Monopole.

1.18. "Wireless Facility"

1.18.1 Means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including both of the following:

- (1) Equipment associated with wireless communications.
- (2) Radio transceivers, antennas, coaxial or fiber-optic cables, regular and backup power supplies and comparable equipment, regardless of technological configuration.

1.18.2 Includes Small Wireless Facilities.

1.18.3 Does not include the structure or improvements on, under or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic cable that is between wireless support structures or utility poles or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna.

1.18.4 Does not include wi-fi radio equipment described in ARS § 9-506, Subsection I or microcell equipment described in ARS § 9-584, Subsection E.

1.19. "Wireless Services" means any services that are provided to the public and that use licensed or unlicensed spectrum, whether at a fixed location or mobile, using Wireless Facilities.

2. Licensing Scope, Standards, and Procedures

2.1. Licensee shall not attach any Small Wireless Facility to a Town Utility Pole or otherwise place Licensee Facilities in the ROW without a Master License approved by the Guadalupe Town Council. The form of Master License is attached hereto as Exhibit A. Thereafter, individual Permits consistent with the Master License and Applicable Laws may be approved by the Town Manager. Placement of any unauthorized facilities on Town Utility Poles or in the ROW without a Master License and Permit shall constitute trespass.

2.2. Licensee shall submit an application for a Permit on an application form provided by Town. Prior to submitting the application, it is recommended that a Licensee meet with Town staff to discuss the application and proposed location.

2.3 Town shall review the application and notify the Licensee on or before the tenth day after submission that the application is materially incomplete and identify the missing documents or information and the specific rule or regulation creating the obligation to submit such documents or information. The shot clock is tolled after this period.

2.4 The application shall be approved or denied within the Shot Clock period.

2.5 Once the Permit application is reviewed and approved by Town Manager, a Permit in substantially the form of Exhibit B may then be executed by the Parties. The Town Manager will have the authority to issue Permits.

2.6. Except for insubstantial modifications as defined in 47 CFR Section 1.6100(b)(7), any change to the site plan of an approved Permit is void unless Town agrees to the change in writing through the Permit approval process.

2.7. Licensee, at its sole expense, shall supply all material associated with the installation, operation, and maintenance of the Licensee's Facilities. Licensee shall maintain Licensee's Facilities.

2.8. Where installation of Licensee's Facilities requires replacement of an existing Town Utility Pole, Licensee shall replace at its cost the Town Utility Pole with a structure meeting all applicable Town standards and specifications and shall return replaced structures to Town at a designated location.

2.9. The construction, installation, mounting, maintenance, modification, operation or replacement for which a Permit is granted shall be completed within one hundred eighty days after the Permit issuance date, unless the Town and Wireless Provider agree to extend this period or a delay is caused by a lack of commercial power at the site.

2.10. Master Licenses and Permits do not provide Licensee with any ownership or leasehold interests in the Town Utility Poles, replacement poles or ROW, nor do they provide Licensee with any of the Town's rights to use the public property upon which the Town Utility Poles and Licensee's Facilities are located, other than those expressly provided herein or in a Permit.

2.11. Town specifically reserves to itself and excludes from an approved Permit a non-exclusive and delegable right over the entire Use Area for all manner of real and personal improvements related to governmental activity or other improvement designed to benefit the public. Licensees accept the risk that the Town and others may now or in the future install or modify facilities in the Use Areas in locations that make the area unavailable for Licensee's use. Such activities may include, but are not limited to any and all construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning, or otherwise accommodating all manner of streets, sidewalks, alleys, trails, traffic control devices, transit facilities, pipes, wires, cables, conduit, sewer, canals, drains, overpasses, culverts, bridges, and other encroachments, and any other use of the ROW that the Town may determine from time to time to be a benefit to the public.

2.12. Licensees are responsible for the study and inspection of the Town-owned facilities, Town Utility Poles and ROW to be utilized by Licensee and for determining the fitness for the use by Licensee. Town expressly disclaims all warranties of merchantability and fitness for a purpose or absence of hazardous conditions associated with the Town-owned facilities, Town Utility Poles and ROW. Town makes available Town-owned facilities, Town Utility Poles and ROW "AS IS."

2.13. There may be portions of the ROW, such as canal crossings, structures not owned or operated by the Town, or other areas that are encumbered for the benefit of others, have limited dedications to the public, or that have regulatory use restrictions imposed by a third party. Areas subject to such encumbrances, restrictions, or regulation are Third Party Areas and Licensee Facilities shall not be constructed or placed in such areas without the express written permission from the third party or third parties that have property rights or regulatory authority over the specific Third Party Area.

2.14. Town shall have full authority to regulate use of the Use Areas and to resolve competing demands and preferences regarding use of the Use Areas and to require Licensee to cooperate and participate in implementing such solutions. In exercising its authority, the Town may consider any legal, timing, operational, financial and other factors affecting existing and future proposals and public needs in the Use Area.

2.15. Licensees assume all risk, costs and expenses related to the Licensee Facilities and loss of service that may occur due to damage, destruction or collapse of any Town Utility Pole or due to any incompatibility of Licensee's use with Town's use, or another user's use, of the Town Utility Poles. Licensee shall be solely responsible for the relocation of any Licensee Facilities placed on a structure or property not owned by Town or wrongly designated as an Town Utility Pole and/or ROW at any time.

2.16. To the extent that Licensee owns any fiber or conduits that will be placed underground, and to the extent that State law requires it, Licensee shall comply with Arizona Revised Statutes Title 40, Chapter 2, Article 6.3 by participating as a member of the Arizona Blue Stake Center (or other appropriate organization selected by the Town). A copy of Licensee's proof of membership shall be filed with the Town.

2.17. Licensees shall apply for and obtain one annual permit for emergency operations (no excavation) occurring within the ROW and/or on the Town Utility Poles.

2.18. Town may require Licensees to remove any unauthorized attachment to a Town Utility Pole or placement of facilities in the ROW. If Licensees fail to remove the unauthorized facilities within thirty (30) days after notice, Town may remove the unauthorized facilities without incurring any liability, including but not limited to liability for interruption of service. Licensees shall reimburse Town for their actual costs of removal of the unauthorized facilities. The failure of the Town to act to remove any unauthorized facilities shall not constitute permission or a de facto Permit in any manner nor shall subsequent issuance of a Site License operate retroactively.

2.19. Licensees shall, at all times during the term of a Master License, maintain the Licensee Facilities in good repair and shall keep the Use Areas free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.

2.20. Licensees shall purchase and store extra street light and traffic signal poles in anticipation of emergency or routine replacement of such poles utilized by Licensee or Town. All replacement poles shall be approved by the Town Manager prior to installation.

2.21. Licensees shall comply with any necessary building permit, traffic control, ROW management requirements, non-Town utility permits, other permits as required, or other regulatory requirements that apply to Licensee Facilities.

2.22. Licensee Facilities may be used solely for Permitted Uses, and Licensees are not authorized to and shall not use the Licensee Facilities to offer or provide any other services not specified herein. The Licensee Facilities shall be owned by Licensees.

2.23. If a Licensee abandons use of any of Licensee's Facilities, or any portion thereof, installed under or pursuant to an approved Permit, the Licensee shall remove all of the Licensee Facilities, including subgrade facilities and foundations, installed pursuant to the approved Permit immediately, but in no event later than three (3) days, at the Licensee's expense and restore the Town Utility Pole and ROW, including Licensee Facilities installed sub-grade, to better than or equal to the condition that existed prior to construction and installation of the Licensee Facilities. A Licensee's Facility shall be deemed abandoned if it is not used to deliver Wireless Services for a period of one-hundred eighty consecutive days.

3. Duration

3.1. Term of Master Licenses

Subject to a Licensee's right to terminate, Master Licenses shall have a duration of ten years and Permits shall have a term of ten years.

3.2. Early Termination

Licensees may terminate a Master License or a Permit at any time upon service of 60-days written notice to Town. In the event a Licensee exercises this option, Licensee shall be subject to all obligations in these Standard Terms and Conditions to restore and rehabilitate all Town Utility Poles and ROW used for Licensee's Facilities to their former condition and utility.

3.3. Renewal

Master Licenses and Permits shall be renewable for one additional term of ten years, at a Licensee's sole discretion, so long as the Licensee and Licensee's Facilities are in compliance with these Standard Terms and Conditions, the related Permits, and all applicable federal, state, local, and Town codes, standards, specifications, rules, and regulations.

4. Relocation of Town Utility Poles

Town shall have the right at any time to require relocation of a Licensee's Facilities or any portion of them to accommodate a public project, at Licensee's expense, to another location suitable for Licensee's use. Licensee shall have at least one hundred eighty (180) days' notice of such relocation and shall fully cooperate in such relocation. If a Licensee fails to relocate as required herein, the Licensee shall reimburse Town for actual, direct and indirect damages incurred by the Town as a result of such delays.

5. Installation of a Licensee's Facilities

5.1. All work in the ROW will be performed only by a Licensee and its contractors and will be performed substantially in compliance with Applicable Laws, Guadalupe Town Code, applicable Town policies, the Uniform Standard Specifications and Details for Public Works Construction sponsored and distributed by the Maricopa Association of Governments ("MAG") as amended, Guadalupe's Design Standards, OSHA regulations, compliance with the FCC Radio Frequency Exposure Guidelines (FCC OET Bulletin 65) and all other applicable radio frequency emissions laws and regulations in effect from time to time.

5.2. All Licensee Facilities shall be designed and constructed by Licensees at the Licensees' sole cost and expense, including without limitation any alteration or other change to the Town's equipment or other improvements or personalty that may occur. In no event shall Town be obligated to compensate a Licensee in any manner for any of Licensee's improvements or other work provided by Licensee during or related to the term of any Master License or Permit. Licensee shall timely pay for all labor, materials, work and all professional and other services related thereto and shall pay, protect, indemnify, defend and hold harmless Town and Town's employees, officers, contractors, and agents against all claims related to such items. Licensee shall bear the cost of all work required from time to time to cause the Use Areas and Town's adjoining property (if directly impacted by Licensee's work) to comply with local zoning rules, the Americans with Disabilities Act, building codes and all similar rules, regulations and other laws if such work is required because of work performed by Licensee, by Licensees' use of the Use Areas, or by any exercise of the rights granted to Licensee under a Master License or Permit.

5.3. Licensees shall purchase and store one extra street light and traffic signal poles in anticipation of emergency or routine replacement of such poles utilized by Licensee or Town. All replacement poles shall be approved by Town prior to installation.

5.4. Upon performing work in the ROW, Licensee shall simultaneously restore the ROW to its prior condition, as directed by Town, and repair any holes, mounting surface or other damage whatsoever to the ROW. Such work shall include revegetation and appropriate irrigation systems for revegetated areas. Licensee shall, at all times during the term of a Permit, maintain the Licensee Facilities in good repair and shall keep the Use Area free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference

5.5. Licensees shall not install signage at the Use Area except as may be required for the safe use of the Use Areas by the Town, Licensee, and others. Any such signs shall be maintained at all times, and shall include Licensee's name, business address, telephone number, and emergency contact information. In no instance shall such signs contains a commercial message.

5.6. Except for security lighting operated with the Town's approval from time to time, Licensees shall not operate outdoor lights at the Use Areas.

5.7. Except during permitted construction and safety devices, equipment located on the Use Area shall not emit noise greater than ambient noise level of the surrounding ROW. This limitation does not apply to infrequent use of equipment that is as quiet or quieter than the use of air conditioning equipment than is no louder than a typical well-maintained residential air conditioning unit.

5.8. Licensees shall prepare and maintain record drawings of all Licensee Facilities located on Town Utility Poles and in the ROW and furnish such record drawings at Town's request. Locations of said encroachments shall be reported using State Plan Coordinate System Arizona Central Zone, North American Datum 1983 (NAD83) for horizontal position, and North American Vertical Datum 1988 (NAVD88) for vertical positions; or other public land survey system accepted by the Town Manager. Licensees shall furnish Town copies of the record drawings in both hard copy and electronic formats, as requested by the Town. The electronic copy shall be provided in Autocad 2014 DWG format or other current Town electronic format. If the horizontal and vertical locations are not known or provided as requested by Town, Licensees shall reimburse the Town for actual costs associated with locating and potholing a Licensee's Facilities.

5.9. If a Licensee Facilities is not located in the precise location depicted in the Permit or the As-Built Drawings, Licensee shall be responsible, and shall reimburse Town, for all costs and damages incurred in locating the Licensee Facilities and all delay costs incurred to locate (and if necessary relocate) the Licensee Facilities.

5.10. Consistent with the requirements of Guadalupe Town Code and Guadalupe's and Design Standards, Licensees shall screen or conceal, as applicable, all pole-mounted, pad, and ground-mounted equipment used for Permitted Uses with required aesthetic features, such as canisters, screen walls, and landscaping, as approved by Town with each Permit. Concealing and screening shall blend with or enhance the surrounding area with the use of artistic and/or

architectural detail and shall take into account scale, form, texture, materials and color and shall conceal the equipment. Concealing and screening features shall be noted on the site survey and construction drawings submitted with each application.

5.11. Licensees shall cause all construction to occur lien-free and in compliance with all Applicable Laws. If any lien is filed against Town Property as a result of acts or omissions of a Licensee or its employees, agents or contractors, the Licensee shall discharge the lien or bond the lien off in a manner reasonably satisfactory to Town within thirty (30) days after Licensee receives written notice that the lien has been filed.

5.12. Licensees shall install separate meters for any utilities used by Licensee and shall pay for all utilities supplied to, used, or consumed as a result of the operation of Licensee's Facilities, including without limitation (as applicable) all gas, electric, sanitation, and telephone installation and monthly use charge. Licensees shall comply with all Town of Guadalupe Ordinances, permit requirements, Standard Terms and Conditions, and regulations related to utility services. Any third-party equipment needed to service the Licensee Facilities shall be required to apply for and obtain separate permits. The Town shall not provide easements within the right-of-way to Licensees or third-parties.

5.13. In the event of an emergency, maintenance, accident or condition that causes the Town to replace or remove a Licensee Facilities, the Licensee at its sole expense shall be responsible for the reconnection to a utility.

5.15. No secondary power supply (generator or battery, permanent or temporary) may be located on the Town Utility Poles and/or in the ROW without the prior written consent of Town pursuant to an approved Permit.

6. Operations Interference, Emergency Disruption, Testing, and Reservation

6.1. Licensees shall not use the Town-Utility Poles or the ROW in any way which interferes with the use of any portion of the Town Property by Town. In the event Town determines that a Licensee's use of the Town-Utility Poles or the ROW interferes with the Town's use of the Town Property, Town will notify the Licensee of such interference and the Licensee shall have fifteen (15) days to remedy the interference. If a Licensee does not remedy the interference, such action shall be deemed a material breach by the Licensee and Town shall have the right to terminate the Permit.

6.2. Town shall be entitled to inspect all construction, reconstruction, or installation work and to conduct such tests as it deems necessary to ensure compliance with the terms herein and all applicable laws, regulations, and rules. This right to access is in addition to access rights for Town inspectors or other employees and officers acting within their legal authority.

6.3. Licensees shall not install, operate, or allow the use of equipment, methodology or technology that interferes or is likely to interfere with the optimum effective use or operation of Town's existing or future fire, law enforcement, Police, Public Safety, transportation, information technology, engineering, emergency or other communication equipment, methodology or technology (including, but not limited to, voice, data or other carrying, receiving or transmitting equipment.) If such

interference should occur, the Licensee shall immediately discontinue using the equipment, methodology or technology that causes the interference until the Licensee takes corrective measures to alter the Licensee Facilities to eliminate such interference. Any such corrective measures shall be made at no cost to Town.

6.4. Town may remove alter, tear out, relocate, or damage portions of Licensee's Facilities in the case of fire, disaster, or other emergency if the Town deems such action to be reasonable necessary under the circumstances. In such event, neither the Town nor any agent, contractor or employee of the Town shall be liable to Licensee or its customers or third parties for any harm so caused to them or Licensee's Facilities. When practical, Town shall consult with Licensee in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption or operation of the Licensee's Facilities. In any event, Town shall inform Licensee after such actions.

6.5. Licensees shall at all times retain on call and available to the Town by telephone an active, qualified, competent and experienced person to supervise all activities upon the Use Areas and operation of Licensee's Facilities and who shall be authorized to represent and act for Licensee in matters pertaining to all emergencies and day-to-day operation of the ROW and all other matters affecting a Permit.

6.6. Both Town and the Licensees may conduct radio frequency emission and interference studies from time to time to determine whether a Licensee's use of the Licensee Facilities will interfere with Town's use of the Town-Utility Poles or the ROW. In the event such a study indicates that a Licensee's use will potentially interfere with Town's use of the Town-Utility Poles or the ROW, the Licensee shall have thirty (30) days to remedy the interference to Town's satisfaction. If the problem is not so remedied in thirty (30) days, then Town may require the Licensee, at Licensee's full expense, to relocate the Licensee Facilities so as to remove or minimize the interference, to the extent Town deems necessary. Town may permit Licensee to place a temporary Antenna (Cell on Wheels or similar installation) on the Town-Utility Poles, the ROW or at some other location acceptable to Licensee and Town, during relocation of the Licensee's Facilities.

6.7. Town may, at its expense, perform tests as necessary to determine compliance of the Licensee Facilities on the Town-Utility Poles or in the ROW with Federal radio frequency exposure limit rules, 47 C.F.R. Section 1.1310, or subsequent Federal rules as amended from time to time.

6.8. Licensees shall conduct an initial test for compliance with Federal radio frequency exposure limit rules prior to placing Licensee Facilities (or that of any sub-lessees of Licensee) on Town-Utility Poles or in the ROW into commercial operation, and Licensees shall perform additional tests upon any significant change in the Licensee Facilities on the Town-Utility Poles or in the ROW, such as sublicenses to third parties for them to install communications equipment on the Town-Utility Poles or in the ROW. All such testing shall be performed by a qualified radio engineer, and a copy of the test results shall be provided to all Parties. If such tests show noncompliance with applicable radio frequency exposure limit rules then in effect, then noncompliant Licensee Facilities on the Town-Utility Poles or in the ROW shall be shut down (except for work necessary to bring it into compliance) until subsequent tests again show compliance with such rules.

6.9. Town does not grant, and reserves for itself, its lessees, successors and assigns, (i) all mineral rights, seismic rights and rights to oil, gas, water, other hydrocarbons or minerals on, as to, under or about any portion of the Town Property; (ii) rights to generate electricity from the wind or wind power on, as to or about any portion of the Town Property; and (iii) the right to grant to others the rights hereby reserved.

6.10. Town shall have the right to operate, replace and maintain all Town-Utility Poles in such manner as best serves Town's service requirements including, but not limited to, the right to allow the attachment of additional facilities. Licensee agrees to shut down communications and electrical equipment during any time Town is maintaining, testing or replacing the Town-Utility Poles within one (1) business day from the date of notice. If Licensee fails to shut off the equipment within one (1) business day from the date of notice, Licensee shall reimburse Town for its costs related to the delay including time and labor expenses. The reimbursement will be at a minimum \$500 per incident.

7. Fees

7.1. Licensees shall pay the application fees set forth on the Schedule of Fees on Exhibit C, attached hereto and incorporated herein, for each Permit at the time of submittal of a Permit application.

7.2. The applicable fees set forth on Exhibit C for each Permit shall be consideration for the right to use Town Utility Poles or the ROW.

7.4. The Fee shall be paid to Town in advance, on or before the anniversary date of the effective date of each Site License, without prior demand and without any deduction or offset whatsoever.

7.5. Fees paid by Licensees are non-refundable.

8. Safety Program for Town's Employees

In order to perform duties necessary as owner and manager of the public ROW, the Town and its employees, agents, and representatives must have uninterrupted and safe access to the ROW and all structures located thereon. In conjunction with the requirements of paragraph 6.10, above, and in order to ensure the safety of those working on or near Licensee's Facilities, Licensees must comply with at least one of the following safety protocols:

8.1. Provide access to a kill switch for each Small Wireless Site that the Town's employees, agents, or representatives can use to turn off all power to the Licensee's Facilities while Town work is performed at the location.

8.2. Within 24 hours of a request, agree to send a technician with an RF monitor to confirm that all RF emitting equipment has, in fact, been deactivated, and to install all appropriate lockout tags and devices.

9. Public Notification

Licensee shall notify all adjacent property owners and the owners of any property used for a residential purpose within 300' of a proposed Small Cell Wireless Facility subject to zoning. Such notice shall be by mail and shall include: the project location, address, general description, equipment dimensions, Licensee contact information, and a construction schedule. Licensee shall include a copy of the notification and attestation of mailing with any Permit application.

10. Indemnification

To the fullest extent permitted by law, Licensees shall indemnify, hold harmless, and defend the Indemnified Parties for, from and against all claims, damages, losses, and expenses including, but not limited to, reasonable attorneys' fees arising out of or resulting from the conduct or management of Licensee's Facilities or any condition created in or about the Licensee's Facilities or any accident, injury, or damage whatsoever occurring in or at Licensee's Facilities or from the failure of Licensee to keep its facilities in good condition and repair, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including loss of use therefrom, and (b) is caused by any act or omission of Licensee or anyone directly or indirectly employed by it, including any contractor or subcontractor, or anyone for whose acts it might be liable. Notwithstanding the foregoing, Licensee's obligation to indemnify or hold harmless the Indemnified Parties under this provision shall be limited to the extent that the damage or injury is attributable to the negligence or other wrongful acts or omissions of Licensee or its employees, contractors, subcontractors or agents. If the damage or injury is caused by the joint or concurrent negligence of Town and Licensee, the loss shall be borne by Town and Licensee in proportion to their degree of negligence or fault. Licensee's hold harmless agreement includes latent defects, and, subject to standard provisions of the relevant policies, the hold harmless obligation shall be specifically covered and insured by the insurance policies required by these Terms.

11. Insurance

11.1. Without limiting any liabilities or any other obligations of any Licensee or any of its contractors or subcontractors under any Master License, Permit or otherwise, a Licensee and its contractors or subcontractors shall provide and maintain, with forms and insurers acceptable to Town, and until all obligations under Master licenses are satisfied, the minimum insurance coverage, as follows:

11.1.1. Commercial General Liability Insurance, including coverage of contractual liability assumed under each Permit, affording protection of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence, combined single limit for bodily injury and property damage, against damages because of, or on account of, bodily injuries to or the death of any person or destruction of or damage to the property of any person, occurring on or about any of Licensee's Facilities or due in any way to the use, occupancy, maintenance or operation of the Small Cell or Ground Facilities or related facilities.

11.1.2. Workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Licensee's and Licensee's contractor or subcontractor employees who may be working on Licensee's Facilities, and employer's liability with a minimum limit of ONE HUNDRED THOUSAND DOLLARS (\$100,000).

11.1.3. Commercial automobile liability insurance with a combined single limit for bodily injury and property damage of not less than TWO MILLION DOLLARS (\$2,000,000) each occurrence with respect to vehicles assigned to or used in the performance of the work, whether owned, hired, or non-owned.

11.2. The policies required by Sections 11.1.1 and 11.1.3 herein shall include the Town of Guadalupe, members of its governing bodies, its officers, agents and employees as additional insureds and shall stipulate that the insurance afforded for shall be primary insurance and that any insurance carried by the Town of Guadalupe, members of its governing bodies, its officers, agents and employees shall be excess and not contributory.

11.3. Contractor, its subcontractors and its insurers providing the required coverages shall waive all rights of subrogation against the Town of Guadalupe, members of its governing bodies, its officers, agents and employees.

11.4. Prior to commencing construction, Contractor or Subcontractor shall furnish the Town with Certificates of Insurance and related endorsements as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificates shall provide that not less than thirty (30) days' notice of cancellation, termination, or material change shall be sent directly to Town.

11.5. All insurance policies shall be obtained from companies duly authorized to issue such policies in the State of Arizona, having Best's ratings of "A" and acceptable to Town.

12. Breach and Letter of Credit

12.1. Any breach of these terms and conditions or of any provision of the Master License or a Permit, if left uncured after 30-days' written notice, shall render Licensee's Facilities as unauthorized work within the right-of-way and shall be subject to the penalties in Guadalupe Town Code Title V, Chapter 75. In addition, Town may terminate the Master License or a Permit for any such breach.

12.2. Prior to the receiving any Permit, Licensee shall provide a letter of credit in an amount based upon a Licensee's good-faith estimate of the number of Permits to be issues within the Town in the current calendar year. The letter of credit shall be a security deposit for a Licensee's performance of all of its obligations under these Terms, and shall be in a form approved by the Town Attorney.

12.2.1 The amount of the letter of credit shall be, as follows: Thirty Thousand Dollars (\$30,000.00) for up to ten (10) Permits; Sixty Thousand Dollars (\$60,000.00) for eleven (11) to twenty (20) Permits; One Hundred Five Thousand Dollars (\$105,000.00) for over twenty (20) Permits.

12.2.2 The Town will determine at least once annually if Licensee must update the amount of the letter of credit based upon the then-current number of Licensee's Permits.

12.2.3 Licensee shall pay all costs associated with the letter of credit and shall maintain the letter of credit for at least one year following the term of any Permit.

12.2.4 Town may, in its sole discretion, draw on the letter of credit in the event of any default under these Terms. In such event, Licensee shall cause that the letter of credit be replenished to its prior amount within ten (10) business days after Town notifies a Licensee that it has drawn on the letter of credit.

12.3. The Town's remedies for breach are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available under the law.

13. General Provisions

12.1. Force Majeure

12.1.1. Neither Town nor any Licensee shall be liable or responsible for a delay or failure in performing or carrying out any of its obligations (other than obligations to make payments) under any Site License caused by force majeure. Force majeure shall mean any cause beyond the reasonable control of Town or Licensee, as applicable, or beyond the reasonable control of any of their respective contractors, subcontractors, suppliers or vendors, including without limitation: acts of God, including, but not necessarily limited to, lightning, earthquakes, adverse weather of greater duration or intensity than normally expected for the job area and time of year, fires, explosions, floods, other natural catastrophes, sabotage, acts of a public enemy, acts of government or regulatory agencies, wars, blockades, embargoes, insurrections, riots, or civil disturbances; Labor disputes, including, but not necessarily limited to, strikes, work slowdowns, work stoppages, or labor disruptions, labor or material shortages, or delays or disruptions of transportation; orders and judgments of any federal, state or local court, administrative agency or governmental body; the adoption of or change in any federal, state or local laws, rules, regulations, ordinances, permits or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits or licenses, by a court or public agency having appropriate jurisdiction after the date of the adoption of these Terms; or any suspension, termination, interruption, denial or failure to issue or renew by any governmental authority or other party having approval rights of any approval required or necessary hereunder for installation or operation of any Small Cell Equipment or for either Party to perform its obligations hereunder, except when such suspension, termination, interruption, denial or failure to issue or renew results from the negligence or failure to act of the Party claiming the occurrence of an event of force majeure.

12.1.2. If either Town or a Licensee is rendered unable to fulfill any of its obligations under a Master License or a Permit by reason of force majeure, such Party shall promptly notify the other and shall exercise due diligence to remove such inability with all reasonable dispatch; provided, that nothing contained in this Section 12.1 shall be

construed as requiring Town or a Licensee to settle any strike, work stoppage or other labor dispute in which it may be involved, or to accept any permit, certificate, license or other approval on terms deemed unacceptable to such Party, or to enter into any contract or other undertaking on terms which the Party deems to be unduly burdensome or costly.

12.2. Assignment

Licensees will have the right to assign, sell or transfer its interest under a Master License without the approval or consent of Town, to the Licensee's affiliate or to any entity which acquires all or substantially all of the Licensee's assets in the market defined by the Federal Communications Commission in which the Licensee's Facilities are located by reason of a merger, acquisition, or other business reorganization. Licensees may not otherwise assign a Master License without the Town's consent, Town's consent not to be unreasonably withheld, conditioned or delayed. Any purported assignment in violation of this Section shall be void.

12.3. Entire Agreement

These Standard Terms and Conditions and any related Master Licenses represent the entire agreement of the Parties. There are no other agreements or terms, written or oral. Except for those previously- executed and enforceable contracts, these Standard Terms Conditions and related Master Licenses supersedes all previous communications and representations between the Parties on the same subject matter, whether oral or written. All changes to any Master License agreed to by the Parties shall be in writing, and must be executed by both Parties.

12.4. Severability

If any a provision of these Terms is invalidated by a court of competent jurisdiction, all other provisions hereof shall continue in effect.

12.5. Governing Law and Choice of Forum

These Terms and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Arizona without reference to principles of conflict of laws in Arizona or any other jurisdiction. Any proceeding shall be filed, prosecuted and resolved in the courts of the State of Arizona, state or federal, and venue for any litigation or other dispute shall be only in Maricopa County, Arizona. The Parties waive any and all rights to a jury.

12.6. Remedies Cumulative

All remedies specified in these Terms and all remedies provided by law or otherwise (except as specifically excluded herein), shall be cumulative and not alternative.

12.7. Attorneys' Fees and Expenses

In the event of default by either Party or any action or suit arising out of these Standard Terms and Conditions, a Master License or a Permit, the prevailing Party or the non-defaulting Party shall be entitled to recover its costs, expenses, reasonable attorneys' fees, experts' fees and witness fees of any type.

12.8. Notices

All notices to Guadalupe shall be addressed to:

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

12.9. Exhibits

The forms of Exhibits attached to these Terms may change from time to time in Town's discretion, as technology and business needs change.

EXHIBIT A TO STANDARD TERMS AND CONDITIONS

MASTER LICENSE FORM

WIRELESS PROVIDER MASTER LICENSE FOR USE OF RIGHT-OF-WAY

This Master License, made this ____ day of, 20 ____ ("Master License Effective Date"), between the Town of Guadalupe, an Arizona municipal corporation ("Town") and _____ (_____) a _____ corporation ("Licensee") for the use of Town right-of-way.

1. **Master License.** This Master License is issued to Licensee to conduct the Permitted Uses in compliance with those documents entitled "Wireless Facilities in the Right-of-Way Standard Terms and Conditions" ("Terms and Conditions") and "Design Standards, Concepts and Requirements – Wireless Facilities in the Right-of-Way" ("Design Standards") adopted by the Town Council and on file with the Town Clerk of Guadalupe and as authorized by Title XI, Chapter 114 of the Town Code. The Terms and Conditions and Design Standards are incorporated into this Master License by reference. In the event of a contradiction, modification or inconsistency between the Terms and Conditions or Design Standards and this Master License, the terms of this Master License shall govern. Capitalized terms used in this Master License shall have the same meaning described for them in the Terms and Conditions unless otherwise indicated herein. **LICENSEE WARRANTS AND REPRESENTS THAT LICENSEE HAD READ AND AGREES TO THE TERMS AND CONDITONS AND DESIGN STANDARDS.**
2. **Preliminary Site Plan Approval and Permit Application.** Licensee agrees that the information it submits to Town with any Preliminary Site Plan or Permit Application shall accurately sets forth and depicts the location of the Utility Pole it desires to use for Wireless Facilities in the Right-of-Way and the specific Permitted Uses Licensee desires on each Utility Pole, including all Licensee Facilities. All Licensee's work in the Right-of-Way shall comply with this Master License.
3. **Deviations from Standard Terms and Conditions and/or Design Standards.** If Licensee requests a deviation from the Standard Terms and Conditions, the request shall be submitted to the Town Council, who may approve or deny the requested deviation.
4. **Term; Termination.** The term of this Master License shall commence on the Master License Effective Date and continue for a term of ten years. Town may terminate this Master License if Licensee violates any term of this Master License and such violation continues for ten (10) days following written notice to Licensee of such violation.
5. **Fees.** Licensee shall pay the applicable fees as adopted by resolution of the Town Council, as set forth in the Terms and Conditions.
6. **Approvals/Fiber.** It is understood and agreed that Licensee's ability to use the Utility Poles in the Right-of-Way is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory fiber and electrical connections required for the Permitted Use. Licensee shall obtain such

Governmental Approvals prior to commencing work in the Right-of-Way. In the event that Licensee is not able to obtain such Governmental Approvals or not able to obtain them in a satisfactory manner, or that the approved location is no longer technically compatible for its use, Licensee shall have the right to terminate this Master License or a Permit. Notice of Licensee's exercise of its right to terminate shall be given to Licensee in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. All rentals paid to said termination date shall be retained by Town. Upon such termination, this Master License or the Permit, as applicable, shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of rent to Town.

7. **Compliance with Law.** Licensee acknowledges that this Master License does not constitute, and Town has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Licensee with regard to any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the Town or any other governmental body upon or affecting Licensee's use of the Use Area.

8. **Notices.** All notices, requests, demands and other communications under this Master License shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to Town:

If to Licensee:

Town of Guadalupe
9241 S. Avenida del Yaqui
Guadalupe, Arizona 85283
Attn: Town Manager / Clerk

EXECUTED to be effective as of the date shown above.

TOWN OF TOWN

By: Town of Guadalupe
Name: Valerie Molina
Title: Mayor

ATTEST:

Town Manager / Clerk

APPROVED AS TO FORM

BY: _____
David E. Ledyard, Town Attorney

LICENSEE:

By: _____
Name: _____
Title: _____

EXHIBIT B TO STANDARD TERMS AND CONDITIONS

FORM OF PERMIT

Permit No. ____

Date: _____

Master License Date: _____

Licensee: _____

1. Facility Type. This Permit is for (check one):

____ Wireless Facilities installed on a Utility Pole owned by Town, including replacement poles.

____ Wireless Facilities installed on a Utility Pole owned by a third party pursuant to a separate agreement with the third party.

____ Wireless Facilities installed on a Utility Pole owned by Licensee.

When used in this Permit, the term "Permitted Uses" means the use of the Utility Pole as designated above and on Exhibit 1 to install, maintain, operate and repair the Wireless Facilities in accordance with the Terms and Conditions and the Design Standards, as those terms are defined in Title XI, Chapter 114 of the Guadalupe Town Code.

2. Permit. This Permit is issued to Licensee to conduct the Permitted Uses in accordance with the Master License executed by the Licensee and those documents entitled "Wireless Facilities in the Right-of-Way Standard Terms and Conditions" ("Terms and Conditions") and "Design Standards, Concepts and Requirements – Wireless Facilities in the Right-of-Way" ("Design Standards") adopted by the Town Council and on file with the Town Clerk of Guadalupe and as authorized by Title XI, Chapter 114 of the Town Code. The Terms and Conditions and Design Standards are attached to this Permit and incorporated herein by reference. In the event of a contradiction, modification or inconsistency between the Terms and Conditions or Design Standards and this Permit, the terms of this Permit shall govern. Capitalized terms used in this Permit shall have the same meaning described for them in the Terms and Conditions unless otherwise indicated herein.

3. Project Description and Locations. Licensee shall have the right to use the Utility Pole for Wireless Facilities at the designated areas in the Right-of-Way as further described in Exhibit 1 attached hereto (the "Use Area") for the Permitted Use.

4. Wireless Facilities. The Wireless Facilities to be installed at the Town Utility Pole are described in Exhibit 1 attached hereto.

5. Term; Termination. The term of this Permit shall commence on the Permit Effective Date and continue for a term of ten years. Town may terminate this Permit if Licensee violates the term of this Permit and such violation continues for ten (10) days following written notice of such violation.

6. Fees. Licensee shall pay the applicable fees as adopted by resolution of the Town Council, as set forth in the Terms and Conditions.

7. Compliance Responsibility. It is Licensee’s responsibility to ensure that Exhibit 1 correctly shows the work that Licensee intends to perform, that Exhibit 1 correctly shows all improvements and equipment that Licensee intends be located on the Use Areas, that Exhibit 1 shows no work, improvements or equipment outside the Use Areas, and that all work, improvements and equipment is encompassed within the purposes enumerated in the Terms and Conditions for the Use Area. Any work, improvements or equipment not conforming to all the foregoing is prohibited, even if it is clearly shown on Exhibit 1 or discussed in the Terms and Conditions. Any refinement or other change to Exhibit 1 after Town executes this Permit is void unless Licensee obtains Town’s approval of the change pursuant to the plans approval processes set out in the Terms and condition and pursuant to all applicable regulatory requirements.

8. Compliance with Law. Licensee acknowledges that this Permit does not constitute, and Town has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Licensee with regard to any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the Town or any other governmental body upon or affecting Licensee’s use of the Use Area.

9. Notices. Any notices given shall be as set forth in the Master License.

EXECUTED to be effective as of the date shown above.

TOWN OF TOWN

By: _____
Name: _____
Title: _____

LICENSEE:

By: _____
Name: _____
Title: _____

EXHIBIT 1 TO PERMIT

UTILITY POLE, USE AREA AND WIRELESS FACILITIES

EXHIBIT C

SCHEDULE OF FEES

[To be attached after adoption by the Town Council]

2019
TOWN OF GUADALUPE

DESIGN STANDARDS, CONCEPTS AND REQUIREMENTS
WIRELESS FACILITIES IN THE RIGHT-OF-WAY

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1. DEFINITIONS

The definitions set forth in the Town of Guadalupe Standard Terms and Conditions for Wireless Facilities in the Right-of-Way shall apply to these Design Standards. In addition, the following definitions shall apply:

“Antenna Mounting Bracket” means the hardware required to secure the antenna to the pole.

“Antenna Mounting Post” means the vertical post or pipe that the antenna mounting bracket is mounted to in order for the antenna to be attached to the pole.

“Antenna Shroud” means the three-sided cover that is mounted at the base of the antenna to conceal the appearance of the cables and wires from the hand-hole port on the pole to the bottom-fed antenna.

“Canister Antenna” means the canister or cylinder style housing used to conceal the antenna(s), amplifier(s), radio(s), cables, and wires at the top of a pole.

“Communications Equipment” means any and all electronic equipment at the Small Wireless Facility location that processes and transports information from the antennas to the Wireless Provider’s network.

“Dog House” means the plastic or metal attachment to the base of a pole that covers the transition point of underground cables and wires to the vertical section of the pole.

“Ground Mounted Equipment” means any communications equipment that is mounted to a separate post or to a foundation on the ground.

“Light Emitting Diode” also referred to as “LED” is a type of lighting fixture installed on Town streetlight and traffic signal poles.

“Light Fixture” means the lighting unit or luminaire that provides lighting during the evening hours or during the hours of darkness.

“Luminaire Mast Arm” means the horizontal post that attaches the light fixture to the streetlight pole or traffic signal pole.

“Outside Diameter” also referred to as “OD” means the points of measurement, using the outer edges of a pole, pipe or cylinder.

“Panel Antenna” means the style of antenna that is rectangular in shape and with dimensions that are generally four (4) feet to eight (8) feet in height, by eight (8) inches to twelve (12) inches wide, and four (4) inches to nine (9) inches deep.

“Remote Radio Heads (RRH) / Remote Radio Units (RRU)” means the electronic devices that are used to amplify radio signals so that there is increased performance (farther distance) of the outgoing radio signal from the antenna.

“Sight Distance Easements” means the area of land adjacent to an intersection, driveway or roadway that has restrictive uses in order to preserve the view of oncoming or crossing vehicular and pedestrian traffic by drivers in vehicles attempting to merge with traffic or enter a roadway.

“Sight Visibility Triangles” means the traffic engineering and safety concept that requires clear view by the driver of a vehicle to crossing traffic at a stop sign, driveway or intersection. In order to achieve clear visibility of the cross traffic, the land areas in the sight visibility triangle has specific maximum heights on landscaping, cabinets, and other potential view obstructions.

“Signal Head” means the “Red, Yellow and Green” light signals at a signal-controlled intersection.

“Signal Head Mast Arm” means the horizontal pole that has the signal heads mounted to it and attaches to the traffic signal pole.

“Stealth and Concealment Elements” means the use of shrouds, decorative elements, design concepts and faux elements so that a small wireless facility can be designed to blend in with the surrounding streetscape with minimal to any visual impact.

2. SMALL WIRELESS FACILITY ON EXISTING STREETLIGHT

The following design standards shall apply, in addition to the *Common Standards Design Concepts, Requirements and Details* that is included in this document, to a Small Wireless Facility (SWF) proposed for a location with an existing Town-owned or third party-owned streetlight in the Town of Guadalupe Right-of-Way (ROW). These design standards are not exhaustive and the Town, as the owner, keeper and manager of the ROW retains the right to modify or adjust the requirements on a case-by-case basis.

A. Pole Criteria:

1. *Purpose of Streetlight Pole:* The primary purpose of the pole shall remain as a pole structure supporting a streetlight luminaire and related streetlight fixtures used to provide lighting to the Town ROW. The attachment of wireless equipment to an existing streetlight pole or to a replacement pole that impedes this primary purpose will not be approved.
2. *General Requirement:*
 - a) An SWF shall be designed to blend in with the surrounding streetscape with minimal to any visual impact.
 - b) A replacement pole shall match the Town of Guadalupe standard streetlight pole, as closely as possible, subject to more specific criteria below.
 - c) For each individual pole type or style used to support the wireless equipment, one spare replacement pole shall be provided by the wireless provider to Town in advance so the pole can be replaced promptly in case of a knockdown.
 - d) All plans shall be signed and sealed by a Professional Engineer.
 - e) All other details in the City of Chandler Street Light Design (Technical Design Manual #6), which is incorporated herein, shall apply.
3. *Specific Criteria:*
 - a) **New or Replacement Pole Height**
A new or replacement pole may be installed without zoning review if one of the two height requirements is met:
 - 1) Up to a ten (10) foot increase, not to exceed fifty (50) feet total (whichever is less), per A.R.S. §9-592(I);
or
 - 2) Up to forty (40) feet above ground level, per A.R.S. §9-592(J)
 - b) **Overall Height of Replacement Pole**
 - 1) The “base” height of an existing streetlight pole shall be the height of the vertical pole section from the existing grade. The height of the luminaire mast arm, if higher than the vertical pole section, shall not be used to determine the new overall height of the replacement pole.
 - 2) If the antennas are the highest vertical element of the site, then the new overall height of the replacement pole is measured from the existing grade to the top of the canister or the top of the panel antenna.
 - c) **Increase in Outside Diameter (OD) of Pole**

The non-tapered replacement pole outside diameter (OD) of the base section shall be equal to the top section, and the OD shall not exceed eight and five-eighths (8-5/8) inches (the pole manufacturing industry standard OD for an 8 inch diameter pole) or a 100% increase in diameter of the original pole, whichever is less.

d) Luminaire Mast Arms

- 1) All luminaire mast arms shall be the same length as the original luminaire arm, unless the Town requires the mast arm to be different (longer or shorter) based upon the location of the replacement pole.
- 2) Unless otherwise approved, all luminaire mast arms shall match the arc (if applicable) and style of the original luminaire arm.
- 3) The replacement luminaire mast arm shall be at the same height above the ground as the existing luminaire.

e) Luminaire Fixtures

- 1) All replacement poles shall have the Town standard light-emitting diode (LED) light fixture installed.
- 2) All replacement light fixtures shall have a new Town standard photo-cell or sensor.

f) Pole Foundation

- 1) All pole foundations shall conform to the Town's adopted standards and specifications on streetlight design and shall be modified for wireless communications equipment and cables.
- 2) The Town, in its sole discretion, may allow the pole foundation design to be "worst case" for all soil conditions.
- 3) A separate, one-inch diameter conduit shall be installed in the pole foundation for the Town's luminaire wire and any additional Town wires or cables. The Town's conduit shall be trimmed to three (3) inches above the top of the caisson.
- 4) The height of the pole foundation shall be two (2) inches above finished grade. If the pole foundation encroaches into any portion of the sidewalk, then the pole foundation shall be flush with the sidewalk.
- 5) Shrouds for the streetlight pole mounting bolts may be required for the replacement pole.

g) Painting of Replacement Pole

- 1) If the replacement pole is an unpainted galvanized pole, the pole shall not be painted or have a finish unless otherwise specified by the Town.
- 2) For powder coated bronze/silver SL-6, SL-8 or SL-16 type poles, the wireless provider shall replace with same powder coated color and/or color combination per Chandler Street Light Design Manual (Technical Design Manual #6).
- 3) For Park Green SL-10 style poles (no longer being installed), the wireless provider shall replace with powder-coated bronze/silver SL-8 type pole.

h) Painting Antennas and Mounting Equipment

- 1) All antenna mounting brackets and hardware, antenna mounting posts, cables, shrouds and other equipment mounted on a new or replacement unpainted galvanized pole shall be painted Sherwin Williams "Web Grey" (SW7075) color or equivalent, unless specified otherwise by the Town.
- 2) All antenna mounting brackets and hardware, antenna mounting posts, cables, shrouds and all other equipment mounted on a painted new or replacement pole shall be painted a color specified by the Town

- i) Wireless provider shall install pole numbers on each replacement pole (to match the number on the existing streetlight pole being replaced) per Chandler Street Light Design Manual (Technical Design Manual #6).

3. SMALL WIRELESS FACILITY ON TRAFFIC SIGNAL POLE

The following design standards shall apply, in addition to the *Common Standards Design Concepts, Requirements and Details* included in this document, to a Small Wireless Facility (SWF) proposed for a location with an existing Town-owned traffic signal in the Town of Guadalupe Right-of-Way (ROW). These design standards are not exhaustive and the Town, as the owner and manager of the ROW retains the right to modify or adjust the requirements on a case-by-case basis.

A. Pole Criteria:

1. *Purpose of Traffic Signal Pole:* The primary purpose of the traffic signal pole shall remain as a pole structure supporting a traffic signal and related streetlight fixtures used to provide traffic control and lighting to the Town ROW. The attachment of wireless equipment to a new or replacement traffic signal pole that impedes this primary purpose will not be approved.
2. *General Requirement:*
 - a) An SWF shall be designed to blend in with the surrounding streetscape with minimal to any visual impact.
 - b) A replacement pole shall match the Town of Guadalupe standard traffic signal pole, as closely as possible, subject to more specific criteria below.
 - c) For each individual pole type or style used to support the wireless equipment, one spare replacement pole shall be provided by Company to Town in advance so the pole can be replaced promptly in case of a knockdown.
 - d) All plans shall be signed and sealed by a Professional Engineer.
 - e) All other details in the City of Chandler Traffic Signal Design (Technical Design Manual #5) shall apply, which is incorporated herein.
3. *Specific Criteria:*
 - a) *New or Replacement Pole Height*
A new or replacement pole may be installed without zoning review if one of the two height requirements is met:
 - 1) Up to a ten (10) foot increase, not to exceed fifty (50) feet total (whichever is less), per A.R.S. §9-592(I);
or
 - 2) Up to forty (40) feet above ground level, per A.R.S. §9-592(J).
 - b) *Overall Height of Replacement Pole*
The height of the replacement pole is measured from grade to the top of the antenna canister or the top of the panel antennas if the antennas are the highest elements.
 - c) *Increase in Outside Diameter (OD) of Pole*
 - 1) If the replacement pole is a taper design, the diameter of the base section of the replacement pole OD shall not exceed twelve (12) inches or a 100% increase in the OD of the base section, whichever is less.
 - 2) If the replacement pole is non-tapered, then the diameter of the base section shall be equal to the top section and the OD shall not exceed twelve (12) inches or a 100% increase, whichever is less.
 - d) *Signal Head Mast Arms*
 - 1) The traffic signal head mast arms shall be the same length as the original signal head mast arm unless the Town requires the mast arm to be different (longer or shorter) based upon the location of the replacement pole.
 - 2) All signal head mast arms shall match the arc (if applicable) and style of the original signal head mast arm.
 - e) *Luminaire Mast Arms*
 - 1) All luminaire mast arms shall be the same length as the original luminaire arm unless the Town requires the mast arm to be different (longer or shorter) based upon the location of the replacement pole.

- 2) All luminaire mast arms shall match the arc (if applicable) and style of the original luminaire arm.
- f) Signal Heads
- 1) All existing signal heads shall be replaced, at no cost to Town, with new light-emitting diode (LED) signal heads, per City of Chandler Traffic Signal Design (Technical Design Manual #5).
 - 2) All signal heads shall be procured from a Town approved signal heads supplier or manufacturer.
- g) Luminaire Fixtures
- 1) All replacement poles shall have the Town standard LED light fixture installed.
 - 2) All replacement light fixture shall have a new photo-cell or sensor installed to Town standard.
- h) Other Town Elements on Signal Mast Arm or Pole
- All existing emergency signal detection units, video detection cameras, video cameras, cross walk service buttons, cross walk signals, and any other pedestrian or traffic devices shall be replaced with new units by wireless provider and installed at no cost to the Town. All equipment shall be procured from a list of Town approved suppliers.
- i) Signs and Other Misc.
- All street name plates or signs, directional signs and any other Town approved signs shall be replaced with new signs at no cost to the Town. All signs and attachments shall be procured from a list of Town approved suppliers.
- j) Traffic Signal Pole Foundation
- 1) All pole foundations shall conform to the Town's standards and specifications on traffic signal pole design and shall be modified for wireless communications equipment, hand holes and cables.
 - 2) The wireless provider shall install a three (3) inch diameter (OD) conduit in the pole foundation for the Town's cables and wires for the signal heads, luminaire and devices on the signal mast arm and luminaire mast arm. The Town's conduit shall be trimmed to three (3) inches above the top of the pole foundation.
 - 3) In addition to the conduits for the Town's use inside the pole, the wireless provider shall install one of the two options for its cables and wires:
 - a) One, six (6) inch diameter (OD) conduit in the pole foundation; or
 - b) Two, four (4) inch diameter (OD) conduits in the pole foundation. The length of the conduit shall extend from the pole foundation to six (6) inches above the signal head mast arm.
 - 4) Pole Foundation – Height Above Ground Level
 - a) If the pole foundation is in a landscaped or unimproved area, the height of the caisson shall be two (2) inches above finished grade. However, if the pole foundation is adjacent to or within a sidewalk or ramp, the height of the pole foundation shall be flush with the surface of the immediate area.
 - b) Shrouds for the traffic signal pole mounting bolts may be required for the replacement pole.
- k) Painting of Pole, Antennas and Mounting Equipment
- 1) Specifications on paint color and painting process are provided in the City of Chandler Traffic Signal Design (Technical Design Manual #5).
 - 2) For powder-coated traffic signal poles, the wireless provider shall replace with same powder-coated color and/or color combination.
- l) Construction of Traffic Signal

The installation work of the replacement traffic signal pole, including mast arms, signal heads and devices, must be performed by a AZ licensed Traffic Signal Contractor with a minimum of five (5) years of experience installing traffic signals.

4. SMALL WIRELESS FACILITY ON EXISTING UTILITY POLE

The following design standards shall apply, in addition to the *Common Standards Design Concepts, Requirements and Details* that is included in this document, to a Small Wireless Facility (SWF) proposed for a location with an existing third party-owned utility pole in the Town of Guadalupe Right-of-Way (ROW). These design standards are not exhaustive and the Town, as the owner, keeper and manager of the ROW retains the right to modify or adjust the requirements on a case-by-case basis.

A. Pole Criteria:

1. *Purpose of Utility Pole:* The primary purpose of the pole shall remain as a pole structure supporting a cables and wires used to provide communications services and electric distribution in the Town ROW. The attachment of wireless equipment to an existing third party-owned utility pole that impedes this primary purpose will not be approved.
2. *General Requirement:*
 - a) An SWF shall be designed to blend in with the surrounding streetscape with minimal to any visual impact.
 - b) A SWF mounted on an existing third party-owned utility pole is subject to more specific criteria below.
 - c) Each existing pole used to support the wireless equipment, the pole shall be inspected, tested and approved by a licensed structural engineer to be able to have the additional weight and wind-loading placed upon it within industry accepted safety margins.
 - d) All plans shall be signed and sealed by a Professional Engineer.
3. *Specific Criteria:*
 - a) Replacement Pole Height
A replacement pole may be installed without zoning review if one of the two height requirements is met:
 - 1) Up to a ten (10) foot increase, not to exceed fifty (50) feet total (whichever is less), per A.R.S. §9-592(I);
or
 - 2) Up to forty (40) feet above ground level, per A.R.S. §9-592(J)
 - b) Overall Height of Replacement Utility Pole
 - 1) The “base” height of an existing utility pole shall be the height of the vertical pole section from the existing grade.
 - 2) If the antennas are the highest vertical element of the site, then the new overall height of the replacement pole is measured from the existing grade to the top of the canister or the top of the panel antenna.
 - c) Use of Existing Pole – Wood
 - 1) An existing wood pole used for a SWF shall have the antennas contained within an eighteen (18) inch (OD) canister mounted at the top of the pole.
 - 2) Unless otherwise approved, the cables and wires from the base of the pole to the antennas shall be installed in a conduit or cable chase outside of the pole, facing away from the street or away from on-coming traffic.
 - 3) If a “dog house” (*see Exhibit C*) is required as a transition point connecting the underground cables and wires from the ground mounted equipment to the pole, the Town shall provide the maximum size, dimension and shape of the dog house on a case-by-case basis.
 - d) Use of Existing Pole – Metal

- 1) An existing metal pole used for a SWF shall have the antennas contained within an eighteen (18) inch (OD) canister mounted at the top of the pole.
 - 2) Panel antennas on a metal pole shall have the same "RAD center" (center of radiation) so the antennas will be at the same height on the pole.
 - 3) The cables and wires from the base of the pole to the antennas shall be installed in a conduit or cable chase on the outside of the pole, facing away from the street or away from on-coming traffic.
 - 4) If a "dog house" (*see Exhibit C*) is required as a transition point connecting the underground cables and wires from the ground mounted equipment to the pole, the Town shall provide the maximum size, dimension and shape of the dog house on a case-by-case basis.
- e) Painting of Pole and Dog House
- 1) If the replacement pole is an unpainted galvanized pole, the pole shall not be painted or have a finish unless otherwise specified by the Town.
 - 2) If the existing or replacement pole includes a dog house for the transition of the cables and wires to the pole, the dog house shall be painted the same color as the pole or a color specified by the Town.
- f) Painting Antennas and Mounting Equipment
- 1) All antenna mounting brackets and hardware, antenna mounting posts, cables, shrouds and other equipment mounted on a new or replacement unpainted galvanized pole shall be painted Sherwin Williams "Web Grey" (SW7075) color or equivalent, unless specified otherwise by the Town.
 - 2) All antenna mounting brackets and hardware, antenna mounting posts, cables, shrouds and all other equipment mounted on a painted new or replacement pole shall be painted a color specified by the Town.
 - 3) If the antenna is mounted on a wood pole, the color of the antenna, antenna canister, mounting brackets and posts, shrouds and cable chases shall be painted a color specified by the Town that will closely match the color of the wood.
- g) Ground Mounted Equipment
- The Town may require the ground-mounted wireless equipment to be screened or concealed to reduce the visual impact to the surrounding area. The screening or concealment shall take into account the location of the site, the use of the immediate area, and the existing aesthetic elements surrounding the site.

5. SMALL WIRELESS FACILITY ON NEW POLES IN ROW

The following design standards, in addition to the *Common Standards Design Concepts, Requirements and Details* that are included in this document, shall apply to a Small Wireless Facility (SWF) that a wireless provider may install in the ROW that is not either: 1) a replacement pole for an existing streetlight, or 2) a replacement pole for an existing traffic signal.

A new wireless support structure shall incorporate the highest level of stealth and concealment of the antennas and wireless equipment in order to minimize the visual impact of the site to the public.

A. Pole Criteria:

1. *Purpose of Wireless Support Structure:* The sole purpose of a new vertical element or wireless support structure is to attach antennas for the provision of wireless services by a wireless provider in the Town's ROW.
2. *General Requirement:*
 - a) A new wireless support structure shall be designed to minimize the visual and aesthetic impact of the new vertical element and associated equipment upon the look, feel, theme, and use of the surrounding area.
 - b) An SWF shall be designed to blend in with the surrounding streetscape with minimal to any visual impact.
 - c) The new wireless support structure shall be architecturally integrated and compatible with the use of the surrounding area.

- d) The height of the new wireless support structure cannot exceed the maximum allowed height of the zoning district that the site is proposed.
 - e) All plans shall be signed and sealed by a Professional Engineer.
3. *Specific Criteria:*
- a) **New Pole Height**
 A new wireless support structure may be installed without zoning review if one of the two height requirements are met, see A.R.S. §9-592(I) and A.R.S. §9-592(J):
 - 1) Up to a ten (10) foot increase, not to exceed fifty (50) feet total (whichever is less), per A.R.S. §9-592(I); or
 - 2) Up to forty (40) feet above ground level, per A.R.S. §9-592(J).
 - b) **Overall Height of New Pole**
 The height of the new wireless support structure is measured from grade to top of the antenna canister, or the top of the panel antenna if the antennas are the highest elements of the site. Otherwise, the measured height shall be from existing grade to the highest point of the wireless support structure.
 - c) **Stealth and Concealment Elements**
 As part of the stealth and concealment elements of the wireless support structure, the Town may require the wireless provider to install street name plates, directional signs, and other decorative signs or artistic elements on the structure.
 - 1) The wireless provider is solely responsible for the cost of all stealth and concealment elements and the installation of other elements required by the Town.
 - 2) The wireless provider is responsible for the performance of and any costs incurred for regular upkeep, maintenance and replacement (if necessary) of these stealth and concealment elements.
 - d) **Architectural Integration with Surrounding Area**
 - 3) The new wireless support structure shall be designed in consultation with various internal Town stakeholders and may include external stakeholders.
 - 4) No new wireless support structure shall be constructed without the consent and simple majority approval of the key stakeholders.
 - 5) The Town may require the new wireless support structure to be constructed of a specific material that will enhance the stealth and concealment of the site.
 - e) **Pole Foundation**
 - 1) The pole foundation for the wireless support structure, if required, shall conform to civil and structural engineering standards acceptable to the Town, with design modifications for wireless communications equipment and cables.
 - 2) The height of the pole foundation shall be two (2) inches above finished grade. However, if the pole foundation is adjacent to or within a sidewalk or ramp, the height of the pole foundation shall be flush with the surface of the immediate area.
 - 3) Shrouds for the pole mounting bolts may be required.
 - f) **Painting of Wireless Support Structure, Antennas and Mounting Equipment**
 - 1) The Town shall identify the paint colors, location of paint and any decorative work that may be painted onto the new wireless support structure.
 - 2) The Town shall identify the paint colors for the antennas, antenna mounting brackets and posts, antenna shrouds, and cables.

3) The Town may require the new wireless support structure to be painted using a powder-coat process.

g) Ground Mounted Equipment

The Town may require the ground-mounted wireless equipment to be screened or concealed to reduce the visual impact to the surrounding area. The screening or concealment shall take into account the location of the site, the use of the immediate area, and the existing aesthetic elements surrounding the site.

6. COMMON STANDARD DESIGN CONCEPTS, REQUIREMENTS AND DETAILS

The following standard design requirements shall be applied to all new small wireless facilities in the Town's ROW, whether for a small wireless facility to be installed on an existing or replacement streetlight pole, an existing or replacement traffic signal pole, or on a new wireless support structure.

A. Pole Design & Installation

1. Replacement Pole Clearances – Underground Utilities

All ground-mounted electrical equipment shall maintain minimum horizontal clearance from underground utilities.

- Clearance from water lines shall be at least six (6) feet
 - Clearance from sewer lines shall be at least six (6) feet
 - Clearance from telecommunications shall be at least one (1) foot
 - Clearance from cable television lines shall be at least one (1) foot
 - Clearance from all other types of underground infrastructure shall be at least six (6) feet
- a) The Town, in its sole discretion, may grant a variance, upon approval by the Town Engineer, from these horizontal separation distances on a case-by-case basis. The approval of a variance is dependent factors specific to the site.
- b) In the case where there is an issue with horizontal separation from other underground utilities, the wireless provider may elect to work with the impacted utility to have lines, pipes or property moved so that minimum clearance is achieved. All relocation of Town-owned or a privately-owned utility shall be at the sole expense of the wireless provider.

2. Calculating the Base Height of an Existing Pole

The base height, from which the calculation of the "increase in pole height" is referenced for determining the overall pole height, shall be calculated as follows:

a) Streetlight Pole (*see Exhibit A1 and A2*)

- 1) A streetlight with a separate luminaire mast arm mounted to the vertical pole shall use the top of the vertical pole as the base height.
- 2) A streetlight, with the luminaire mast arm integrated (e.g. telescopic style pole) into the top vertical section of the pole, shall use the point on the pole where the mast arm is connected plus twenty-four (24) inches as the base height.

b) Traffic Signal Pole (*see Exhibit B*)

A traffic signal pole with a luminaire mast arm that is mounted above the signal head mast arm to the pole shall use the top of the vertical portion of the pole as the base height.

3. Replacement Pole Clearance – Original Streetlight Pole or Traffic Signal Pole

The minimum distance of the replacement pole from the original pole location shall be sixty (60) inches or more so that construction can occur safely. The Town may change this minimum distance on a case-by-case basis.

4. Replacement Pole Clearances – Sidewalks

The new or replacement pole shall maintain twelve (12) inch minimum clearance distance from sidewalks. The Town, in its sole discretion, may increase that minimum clearance on a case-by-case basis to ensure the safe use of the sidewalk and adjacent area.

5. Sight Distance Easements (SDE) and Sight Visibility Triangles (SVT)
All new and replacement poles shall be installed in a location that does not impair or interfere with SDE or SVT safety requirements.
6. Cables, Wires and Jumpers
 - a) All cables for the wireless equipment and antennas – except where such cables or wires attach to the ports in the antenna – shall be located inside a conduit, inside the caisson and pole. There shall not be any “dog house” or externally visible conduit or entry point of the cables.
 - b) All electrical wires for the streetlight luminaire, traffic signal heads, and any Town device on the pole shall be new and connected to the existing power source.
7. Hand-holes
 - a) All hand-hole locations shall be called out on the plans.
 - b) All hand-holes near antennas shall have the top of the hand-hole no lower than the bottom height of the antennas
 - c) The bottom of the hand-hole should not exceed six (6) inches below the bottom of the antenna.
8. Wireless Facility Identification Information
 - a) A four (4) inch by six (6) inch Radio Frequency Safety Sticker may be mounted no less than twenty-four (24) inches from the bottom of the antenna, facing away from traffic.
 - b) The wireless provider may place a discreet site identification or number. The size, color and location of this identifier shall be determined by the Town.
 - c) No wireless provider signs may be placed on a streetlight pole including a replacement pole except to the extent required by local, state or federal law or regulations.
9. Interference with Town Wireless Network
The Town has certain wireless devices in a network that connects traffic signals, community centers, water sites, and other locations for the Town’s proprietary use. The selection of a location for a wireless site shall consider the potential interference of the Town’s wireless network with RF from a wireless provider’s proposed site.
 - a) The Town, in its sole discretion, after researching the proposed site, radio frequencies, line of sight to other wireless locations in the Town’s network, and other technical factors may allow a wireless provider to install a site in the ROW.
10. Cable Chase and Dog Houses
The Town, in its sole discretion, shall determine if an exterior cable chase and dog house are aesthetically compatible with the pole and immediate area. The materials and paint color of the cable chase and dog house shall be determined on a case-by-case basis.

B. Removal of Original Pole, Equipment and Pole Foundation

1. Removal of Original Signal Pole, Mast Arm, Signal Heads and Luminaire
 - a) The Town shall determine what original components, (e.g., original pole, mast arm(s), signal heads and luminaire, etc.), shall be delivered at no cost to the Town’s Street Transportation Operations Yard by the wireless provider.

- b) If the Town declines to accept some or all of the original components, then only those components the Town wants to retain shall be delivered by the wireless company to the Town' Yard and the remaining components shall be discarded by the wireless provider.
2. Removal of Original Streetlight or Traffic Signal Pole Foundation
- The concrete pole foundation for the original streetlight or traffic signal pole shall be removed by the wireless provider as instructed by the Town:
- a) Partial Removal

The original pole foundation shall be taken back to a level that is twelve (12) inches below existing grade and covered with four (4) inches of one-half (1/2") inch to three (3/4") quarter inch rock materials. The remaining eight (8) inches shall be native soil.
 - b) Complete Removal

If the entire original pole foundation must be removed, then all materials (concrete, rebar, metals, bolts, etc.) shall be removed. The Town's Inspector shall determine, on a case-by-case basis, the type of backfill material and compaction required – ranging from native soil that is compacted to a half (1/2) sack slurry for the entire depth, or a combination of native soil and slurry.
- C. Antennas, RRH/RRU, Cables and Mounting on Pole:
- 1. *General Requirement:* All antennas shall be installed in a manner that minimizes the visual impact to the general public. All work shall be performed in a professional manner that is consistent with the highest standards of workmanship.
 - 2. *Specific Criteria:*
 - a) Antenna Mounting Posts and Brackets
 - 1) All panel antennas shall be mounted directly to the pole or onto a mounting pole so that the distance from the "face" of the streetlight pole to the back of the antenna does not exceed nine (9) inches.
 - 2) All mounting posts shall be trimmed so that the poles do not extend higher than the top of the antenna or protrude lower than the antenna unless necessary to install the shroud.
 - 3) All pole attached wireless equipment must be a minimum ten (10) feet from the sidewalk elevation.
 - b) Panel Antennas
 - 1) All panel antennas for a small cell site shall fit within an imaginary enclosure of not more than six (6) cubic feet in volume in accordance with A.R.S. §9-591(19)(a). (NOTE: This volume does not include antenna cable shrouds when required.)
 - 2) All panel antennas with exposed cables from the bottom of the antenna shall have a shroud installed on the antenna or antenna mounting posts to conceal the cables. (*see Exhibits D1 and D2*)
 - a. The type of shroud may be a forty-five (45) degree angle (away from the bottom of the antenna; toward the pole) or a ninety (90) degree angle (parallel to the bottom of the antenna) depending on the location of the site.
 - b. The shroud shall extend from the bottom of the antenna to two (2) inches below the bottom of the nearest hand-hole.
 - c) Canister Antennas
 - 1) All canister antennas shall fit within an imaginary enclosure of not more than six (6) cubic feet in volume. (Note: This volume does not include the canister as it is a stealth device and not the antenna.)
 - 2) The canister shall be no larger than eighteen (18) inches in diameter (OD).
 - 3) All canister antennas shall be located in a canister that is mounted to a base plate at the top of the vertical section of the replacement pole.

- 4) All cables protruding from the canister shall be concealed within the canister or by a shroud at the point where the canister is mounted to the base plate.

d) Remote Radio Heads (RRH) / Remote Radio Units (RRU)

Under State Law §9-591(19)(a), the RRH/RRU is not considered part of the antenna. If allowed, the RRH/RRU shall be calculated as part of “All other wireless equipment associated with this facility...” in A.R.S. §9-591(19)(b) that is subject to the twenty-eight (28) cubic feet maximum size for small cell sites.

- 1) On a case-by-case basis, the Town in its sole discretion and – upon reviewing the landscape in the immediate surrounding area, the location of the pole, and stealth options, may allow a site to have an RRH/RRU installed on the pole.

D. Ground-mounted Equipment:

1. *General requirement:* All ground-mounted equipment shall be installed in a manner that minimizes the visual and ingress/egress impact to the general public. All work shall be performed in a professional manner that is consistent with the highest standards of workmanship.

2. *Specific criteria:*

a) Sight Distance Easements (SDE) and Sight Visibility Triangles (SVT)

All ground-based wireless equipment shall be installed in a location that does not impair or interfere with SDE or SVT safety requirements. To ensure proper sight distance, all Town of Guadalupe Standard Details (C-246, C-247 and C-248) shall apply.

b) Ground Equipment Location – Generally

All ground-based wireless equipment, including but not limited to equipment cabinets or power pedestals, shall be placed as far as practical to the back of the ROW while maintaining at least three (3) feet of ingress/egress in the ROW or public utility easement (PUE) around the equipment.

c) Ground Equipment Clearances—Underground Utilities

- 1) All ground-mounted electrical equipment shall maintain minimum horizontal clearance from below-ground utilities:

- Clearance from water lines shall be at least six (6) feet
- Clearance from sewer lines shall be at least six (6) feet
- Clearance from telecommunications shall be at least one (1) foot
- Clearance from cable television lines shall be at least one (1) foot
- Clearance from all other types of underground infrastructure shall be at least six (6) feet

- 2) The Town, in its sole discretion, may grant a variance upon approval from the Town Engineer, from these horizontal separation distances on a case-by-case basis. The approval of a variance is dependent on factors specific to the site.

- 3) In the case where there is an issue with horizontal separation from other underground utilities, the wireless provider may elect to work with the impacted utility to have its lines, pipes or property moved so that minimum clearance is achieved. All relocation work of Town-owned or a privately-owned utility shall be at the sole expense of the wireless provider.

d) Ground Equipment Clearance – Sidewalks

The ground equipment shall maintain a minimum twelve (12) inch clearance distance from sidewalks. The Town, in its sole discretion, may increase the minimum clearance on a case-by-case basis to ensure the safe use of the sidewalk and adjacent area.

e) Compliance with Height Requirements

Evidence or documentation that, where the above-ground structure is over thirty-six (36) inches in height, given its proposed location, the structure will comply or be in compliance with applicable Town of Guadalupe planning and zoning ordinances. The Zoning ordinance can be found at https://library.municode.com/az/Guadalupe/codes/code_of_ordinances?nodeId=PTVIPL

f) Screening of Ground Equipment

The Town, in its sole discretion, may require the ground-mounted equipment to be screened; the type of screening materials and design will be addressed on a case-by-case basis.

- 1) In cases when screening is not required, the Town may specify the paint color of the ground-mounted equipment.

g) Decals and Labels

- 1) All equipment manufacturers' decals, logos and other identification information shall be removed unless required for warranty purposes.
- 2) The wireless provider of the site may place an "Emergency Contact" decal or emblem to the ground equipment.
- 3) The ground-mounted equipment shall not have any flashing lights, sirens or regular noise other than a cooling fan that may run intermittently.

h) Equipment Cabinets on Residential Property

1) Residential Single-Family Lot

The Wireless Equipment and Ancillary Equipment listed in A.R.S. §9-591(19)(b) shall not exceed thirty-six (36) inches in height in the front yard of a residential single-family zoned property.

2) Air-conditioning Units

Unless otherwise specified by Town, a wireless equipment cabinet with air-conditioning (not a fan only) shall be enclosed by walls and setback a minimum of fifteen (15) feet from lots where the existing or planned primary use is a residential single-family dwelling.

i) Electric Company Meter

- 1) All electric company meters shall be installed in the ROW or PUE. The location of the meter equipment shall have minimum ingress and egress clearance from private property lines and driveways.
- 2) All electric company meters shall maintain minimum clearance from above-ground utility cabinets and below-ground utilities.
- 3) All electric company meters shall be installed in a location that does not impair or interfere with the SDE or SVT safety requirements of the Town.
- 4) The electric company meters shall be screened or contained within a "Myers-type" or "Milbank-type" pedestal cabinet that is painted to match the ground equipment or as specified by the Town. (*see Exhibit E*)
- 5) In the case where screening is not required, the Town may specify the paint color of the electric company meter cabinet on a case-by-case basis.

7. TOWN OF GUADALUPE CONTACTS

For questions regarding the 2017 Town of Guadalupe Design Standards, Concepts & Requirements for Wireless Facilities in the Right-of-Way, contact:

Ian McGaughey, Town Manager
(928) 865-4146

Exhibit A1
Calculation Points for Height of an Existing Streetlight with Separate Luminaire Mast Arm



The purple line next to the streetlight depicts the section of the existing streetlight pole that shall be used to calculate the height of the existing pole. The lines are not to scale and are solely used for illustrative purposes.



Exhibit A2
Calculation Points for Height of an Existing Streetlight with Integrated Luminaire Mast Arm



The "Connection Point" on an Existing Telescopic Style Streetlight Pole with an Integrated Luminaire Mast Arm



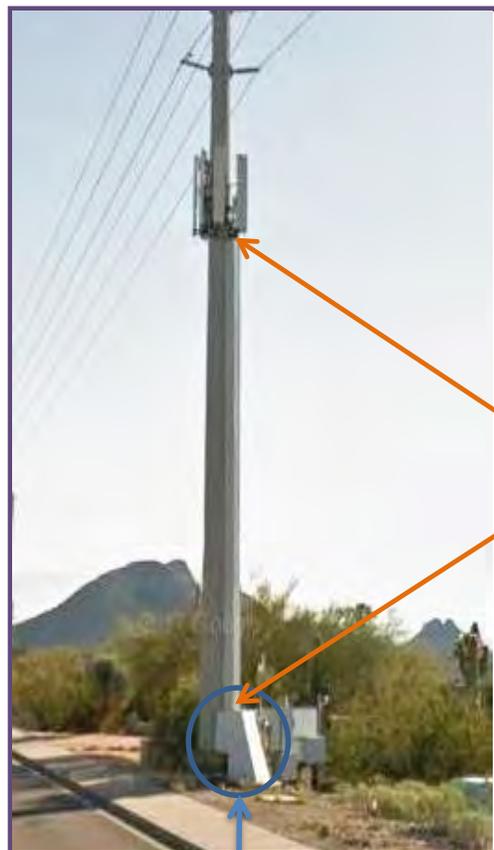
The Top and Bottom Points on a Telescopic Streetlight Pole to Calculate the Vertical Height of the Existing Streetlight Pole
PLUS
Twenty-four (24) inches

Exhibit B
Calculation Points for Height of Existing Traffic Signal Pole



The Top and Bottom Points on a Traffic Signal Pole to Calculate the Base Vertical Height of the Existing Pole

Exhibit C
Dog House – Cable Transition from Underground to Electric Utility Pole



External cable chase
– the cables and
wires are mounted
underneath the
chase.



“Dog House” with external
cable chase installed at the
base of a pole to cover the
cables and wires when
they cannot be installed
inside the utility pole.

Exhibit D1
Antenna Shrouds – 45 Degrees



Exhibit D2
Antenna Shrouds – 90 Degrees



Exhibit E
Examples of Electrical Meter Pedestals – “Myers” or “Milbank” Style



ORDINANCE NO. O2019.02

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA DECLARING THAT DOCUMENT ENTITLED "TOWN OF GUADALUPE RIGHT-OF-WAY REGULATION ORDINANCE DATED NOVEMBER 14, 2019" AS A PUBLIC RECORD; AMENDING THE GUADALUPE TOWN CODE, CHAPTER 8 BUSINESS REGULATIONS BY ADDING NEW ARTICLE 8-5 CONSTRUCTION WITHIN PUBLIC RIGHTS-OF-WAY; LOCATION AND RELOCATION OF FACILITIES IN PUBLIC RIGHTS-OF-WAY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES.

WHEREAS, A.R.S. § 9-240 authorizes the Town to regulate its public rights-of-way; and

WHEREAS, it is the responsibility of the Town to keep its rights-of-way safe for the benefit of Town residents and the traveling public; and

WHEREAS, in the course of carrying out their businesses, private entities have a need to place facilities in the public rights-of-way or perform work in the public rights-of-way adjacent to their properties; and

WHEREAS, the Town desires that persons and entities who place facilities in the public rights-of-way or work in the public rights-of-way be treated similarly and in a competitive neutral and nondiscriminatory manner; and

WHEREAS, the primary purpose of this ordinance is to protect the health, safety, and welfare for the public, and to protect the value of and physical integrity of publicly-owned property and assets.

BE IT ORDAINED by the Mayor and Common Council of the Town of Guadalupe, Arizona as follows:

Section I. In General.

1. That certain document entitled "Town of Guadalupe Right-of-Way Regulation Ordinance dated November 14, 2019", three copies of which are on file in the office of the Town Clerk, are hereby declared a public record.

2. That certain document entitled "Town of Guadalupe, Arizona, Right-of-Way Regulation Ordinance dated November 14, 2019," three copies of which are on file in the Town Clerk's office, is hereby adopted by reference as the Right-of-Way Regulatory Ordinance of the Town of Guadalupe, and the Town Code of the Town of Guadalupe, Arizona, Chapter 8 Business Regulations, is hereby amended by adding new Article 8-5 Construction Within Public Rights-Of-Way; Location And Relocation Of Facilities In Public Rights-Of-Way to read as set forth in said public record, adding new Sections Permits Required, 8-5-2 Traffic Control, 8-5-3 Location and Relocation of Facilities in Public Rights-of-Way and 8-5-4 Bond.

Section II. Providing for Repeal of Conflicting Ordinances.

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

Section III. Providing for Severability.

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

Section IV. Providing for Penalties.

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

PASSED AND ADOPTED by the Common Council of the Town of Guadalupe, Arizona, this _____ day of _____, 2019, by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this ___ day of _____, 2019.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard, Town Attorney

TOWN OF GUADALUPE RIGHT-OF-WAY REGULATION ORDINANCE

(ORDINANCE NO. O2019.02)

November 14, 2019

ARTICLE 8-5 CONSTRUCTION WITHIN PUBLIC RIGHTS-OF-WAY; LOCATION AND RELOCATION OF FACILITIES IN PUBLIC RIGHTS-OF-WAY

Section 8-5-1 Permits required.

A. As used in this article, the following definitions shall apply:

“Public right-of-way” mean rights-of-way dedicated to the public for roadway or other public purpose.

“Town manager” means the town manager of the Town of Guadalupe.

“Town standards” means zoning and subdivision codes of the Town, specifications adopted by the Town, and, for wireless communications facilities in the right-of-way, the standard terms and conditions and design standards adopted pursuant to Ordinance No. O2019.02.

B. It is unlawful for any person to construct, reconstruct, repair, alter, or grade within the public rights-of-way without obtaining a permit from the town manager as provided in this Article prior to commencing work and complying with the zoning and subdivision codes of the town.

C. An applicant for a permit shall file a complete application with the town manager that includes:

1. Name, address and license numbers of the party doing the work.
2. Location of the work area.
3. Plans attached to the application showing details of the proposed construction. Such plans shall be prepared and sealed by an engineer registered and licensed in the state, unless the permittee demonstrates to the satisfaction of the town that the work does not warrant imposing this requirement.
4. A traffic control plan in accordance with Section 8-5-2.
5. Estimated cost of alteration.
6. For wireless facilities, all information required in the standards terms and conditions for wireless facilities in the right-of-way.
7. Such other information as the town finds reasonably necessary to determine compliance with town standards.

D. The permit shall include a completion date for the proposed work. The town manager may extend the permit time for good cause shown.

E. Prior to issuance of a permit, the town manager may require evidence of general liability insurance and automobile liability insurance in an amount established by the town manager. Such insurance shall name the town as an additional insured. The town manager may require a letter of credit in an amount based on the estimated cost of the work to assure completion of the work in compliance with town standards. The letter of credit shall be in a form approved by the town attorney.

F. After issuance of the permit, permittees shall give the town manager at least twenty-four (24) hours' notice before commencing any work within a public right-of-way.

G. Repairs; emergency repairs. A permit shall be obtained from the town manager prior to a person removing, relocating, or reconstructing, if necessary, any portion of a person's facilities within public rights-of-way. Notwithstanding the foregoing, the town understands and acknowledges there may be instances when a person is required to make repairs, in compliance with federal or state laws, that are of an emergency nature. The permittee shall notify the town prior to such repairs, if practicable, and shall obtain the necessary permits within a reasonable time after notification.

Section 8-5-2 Traffic control.

A. Traffic Control Plans. A permittee shall submit a traffic control plan application to the town at least two business days prior to the proposed start date of construction activities. The traffic control plan application must include a traffic control plan designed and signed by a certified member of the American Traffic Safety Services Association (ATSSA). No work in the public right-of-way shall commence until the town manager has approved the traffic control plan.

B. Traffic Control Manual. The town hereby declares the Phoenix Barricade manual (2017 Edition) as a public record, three copies of which are to be retained by the town clerk's office, and hereby adopts the phoenix barricade manual (2017 Edition) as the town's official traffic control manual for construction work zones with the following revisions:

1. Arrowboards are required for all lane closures on arterial streets.
2. Lane closures on arterial streets are not permitted between five-twenty a.m. and eight-thirty a.m. or between three-thirty p.m. and seven p.m. unless previously approved by the town manager.
3. A permittee shall hire a uniformed off-duty police officer to be present when construction activities take place within three hundred (300) feet of a signalized intersection or if required by the engineer. Permittees shall arrange for a police officer at least five calendar days in advance of planned construction activities.

Section 8-5-3 Location and relocation of facilities in public rights-of-way.

A. General; Permit Required. If the work to be performed in a public right-of-way involves installation, construction, erection, replacement, maintenance or relocation of any facilities, a permit must be obtained from the community development department. In addition, if the facility is a wireless facility, it shall comply with the requirements of the Town of Guadalupe Standard Terms and Conditions and Design Standards

for wireless facilities, including the requirement to obtain a master license agreement prior to issuance of a permit.

1. Such permit shall be issued on such conditions as are reasonable and necessary to ensure compliance with the terms and conditions of town standards.
 2. The application for the permit shall include all information required in Section 8-5-1.
 3. Each permittee is responsible for:
 - a. Ensuring that its facilities are installed, constructed and maintained in strict compliance with town standards;
 - b. Obtaining all required licenses, franchises and other permits before any work commences; and
 - c. Ensuring that the terms and conditions of all permits, licenses and franchises are strictly followed.
 4. Where a facility is used by more than one permittee, each permittee is fully responsible for ensuring that all requirements are satisfied.
 5. Facilities shall be installed, constructed, and maintained so that no additional costs are imposed upon the town and so that the facility does not interfere with other uses or users of the public rights-of-way or town utility easement. This subsection shall not serve to limit the requirement of any other provision of this code or any license, permit, or franchise issued by the town.
 6. A permit to work in the public right-of-way which requires excavation of a paved right-of-way shall comply with this subsection, in addition to other requirements of this section. A permittee shall be required to be a participant in the regional one-call utility locating system (blue stake). Permittee shall use paint that dissolves within three weeks. In the event permittee's utility markings paint remains visible after three weeks, permittee shall remove such markings without causing damage to the pavement. If the permittee fails to remove such markings after notice and a reasonable time for cure, the town may cause the markings to be removed and invoice the permittee for the removal costs, which costs shall be promptly paid.
- B. Joint Use of Trenches. In order to minimize degradation of streets, traffic impacts and other interference with the use of rights-of-way, work shall be coordinated so that to the greatest extent possible, consistent with economic feasibility, joint trenching shall be used. The town manager shall adopt rules to facilitate joint trenching in the public rights-of-way.
- C. Traffic Safety. When open trenches, holes, etc., are made in the pavement and not being immediately worked on, in, or around, and the depth of the deviation from the pavement surface exceeds two inches in depth, plating shall be required to be installed over the opening. Plating shall be "milled" into the surrounding pavement as to allow for a smooth surface where traffic will not cause the plating to move. Any deviation from this requirement will be at the discretion of the town manager.
- D. Records. The permittee shall keep accurate records of the location of all of its facilities located in the public rights-of-way and shall furnish them to the town upon request or at such periodic intervals as the town may require. In order for the town to regulate users in the public rights-of-way, upon completion of

new or relocation construction of underground facilities in the public rights-of-way, the permittee shall provide the town with the location of the underground and above-ground facilities in a format compatible with the current town mapping format.

E. Restoration. Whenever a permittee causes any opening or alteration to be made for any purpose in any public right-of-way, the work shall be completed within a reasonable time, and upon completion of such work, permittee shall, without expense to the town, restore the property disturbed in a manner consistent with town standards, or as required by its permit, license, or franchise which may incorporate special standards when required for town purposes. Landscaping, whether in the public rights-of-way or on private property, which is damaged by permittee shall be restored to its condition as it existed prior to the work. Permittee shall exercise special care when working near established trees or shrubs. If established trees or shrubs die within six months of completion of work by permittee, it is presumed that permittee caused such damage if the work performed was in the location of the roots of such tree or shrub.

F. Town's Facilities. The installation, use and maintenance of permittee's facilities within the public rights-of-way authorized herein shall be in such a manner as not to interfere with placement, construction, use, and maintenance of public rights-or-way, street lighting, water pipes, drains, sewers, traffic signal systems, or other utility systems that have been, or may be, installed, maintained, used or authorized by the town. At the town's request, permittee shall relocate its facilities at permittee's expense (unless state law expressly requires otherwise). Upon the town's request, by a time specified by the town, if permittee fails to move its facilities, the town may do so and bill permittee the costs of relocation, which costs permittee shall pay within thirty (30) days after permittee receives the invoice. Permittee shall reimburse the town any additional cost, including but not limited to design and construction costs, incurred by the town due to the delay in location or relocation of permittee's facilities.

G. Interference. Permittee shall not install, maintain, or use any of its facilities in such a manner as to damage or interfere with facilities located within public rights-of-way that are owned by another entity.

H. Location and Maintenance of Above-Ground Facilities. The town shall approve the location of aboveground facilities, such as boxes, cabinets and similar equipment or appurtenances. The permit shall set forth the location of such aboveground facilities. If the town manager determines that a proposed location would impair traffic visibility or visibility of existing signage or would substantially harm existing landscaping, or that similar conditions exist which would justify a denial of a permit in that location, the permit shall be denied. Aboveground facilities shall be maintained in good condition. If the town finds any of permittee's above-ground facilities are not maintained in good condition, permittee shall correct such condition within three business days of receiving notice from the town.

I. Undergrounding of New Facilities. No new poles or wires shall be erected in the town above the surface of the ground unless a permit is first secured from the town manager , except that the following construction may be installed without such a permit:

1. Temporary service facilities, including but not limited to facilities to furnish emergency service during an outage, facilities to provide service to construction sites, or other service of a temporary nature for a limited period of time, such as to a fair, carnival, outdoor exhibit or other temporary function;
2. Pad-mounted transformers or pull boxes, service terminals, pedestal-type telephone terminals, telephone splice closures, or similar on-the-ground facilities normally used with and as part of an underground electric distribution, telephone, data, telegraph or television system,

or on-the-ground facilities attached to existing overhead facilities which are used for the purpose of connecting an underground system with the existing facilities;

3. Transmission lines and distribution feeder lines, together with related switch yards, substations and related equipment;

4. Service drops from existing overhead lines to new single-family residential customers, except when underground service is required by the town's subdivision ordinance.

J. Plans. All facilities shall be installed per plans prepared by a registered professional engineer and approved by the town prior to any work commencing.

1. Use of Existing Poles or Conduit. A permittee may install facilities on existing utility poles or in existing conduit where permission is granted by owner of the utility pole or conduit and such permission is verified by the town, except where those same poles are scheduled to be replaced with buried facilities. The town may require permittee to prove that it has such permission from the owner to use the owner's facilities.

2. No new poles, or longer poles, will be permitted in the public rights-of-way for any new facilities except where otherwise required by law.

3. If permittee installs facilities on existing poles as provided herein, permittee shall bury its facilities if such poles are removed and not replaced in kind for any reason.

4. If permittee uses existing conduit owned by someone other than permittee, permittee shall be subject to the provisions of this section in the use of such conduit in the public rights-of-way.

5. As used herein, a pole installed to replace a damaged pole or to remedy a safety hazard and which is substantially the same size as the pole being replaced shall not be considered to be a new pole.

K. Conflict with Town Projects.

1. Identification of Conflict. If, during the design process of public improvements, the town discovers a potential conflict with proposed construction, permittee shall either:

a. Locate and, if necessary, expose its facilities in conflict; or

b. Use the one-call notification center ("blue stake") to locate or expose its facilities. Permittee shall reimburse the town for the cost resulting from the use of such location service. The town shall make reasonable efforts to design and construct projects pursuant to this section so as to avoid relocation expense to permittee. Permittee shall furnish the location information in a timely manner, but not more than ten (10) calendar days from the date of the town's request.

2. Priority Right. The town reserves the prior and superior right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, re-grade, widen, realign, or maintain public rights-of-way, aerial, surface, or subsurface improvements, including, but not limited to, traffic control conduits, storm sewers, subways, tunnels, bridges, viaducts, or other public construction within public rights-of-way.

3. Procedures. If, during the course of a project, the town determines permittee's facilities are in conflict, the following shall apply:

- a. Prior to the town notice to proceed to contractor: Permittee shall, within a reasonable time not to exceed one month, shall remove or relocate the conflicting facility. The time shall begin running upon receipt by permittee of written notice of the conflict from the town. If the town and permittee agree, the time to remove may be extended, based on requirements of the town's project.
- b. Subsequent to town notice to proceed to contractor: The town and permittee shall immediately begin the coordination necessary to remove or relocate the facility. Actual construction of such removal or relocation is to begin no later than seventy-two (72) hours, if practicable, after written notification from the town to proceed.

L. Damage to Town Rights-of-Way and Facilities.

1. If the permittee damages or disturbs the surface or subsurface of any public rights-of-way or adjoining public property, or the public improvement located thereon, therein, or thereunder, the permittee shall promptly, at its own expense, and in a manner acceptable to the town, restore the surface or subsurface of the public rights-of-way or public property, or repair or replace the public improvement thereon, therein, or thereunder, in as good a condition as before such damage or disturbance. If such restoration, repair or replacement of the surface, subsurface, or any structure located thereon, therein, or thereunder is not completed within a reasonable time, or such repair or replacement does not meet town standards, the town shall have the right to perform the necessary restoration, repair, or replacement, either through its own forces, or through a hired contractor, and the permittee shall reimburse the town for its expense in so doing within thirty (30) days after receipt of the invoice therefore.

2. As used in this subsection:

- a. A paved right-of-way is considered "new" when it is first constructed, when it is reconstructed or when it is renovated.
- b. A right-of-way is considered "reconstructed" when all lanes are completely rebuilt by removing all the pavement and aggregate base course material, re-compacting the sub-base and restoring the base material and then completely re-paving for a distance approved by the town engineer.
- c. A right-of-way is considered "renovated" when there is a major rehabilitation, including a mill and overlay or other similar improvement work that physically modifies the surface of the right-of-way prior to applying a new surface or other similar work as determined by the town engineer.
- d. The date of construction, reconstruction or renovation shall be the date such work was accepted by the town.

3. An application to work in the public right-of-way which includes excavation in a new paved right-of-way shall not be granted until at least two years after completion and acceptance of the construction, reconstruction or renovation of the paved right-of-way unless one of the following applies:

- a. Emergency which endangers life or property.
- b. Interruption of essential utility or communications service.
- c. Work that is mandated by town, county, state or federal legislation.
- d. Service for buildings where no other feasible means of providing service exists.

4. Pavement Restoration.

a. If an excavation is permitted pursuant to paragraphs 3.a—d. above, the permittee shall restore the paved right-of-way by mill and overlay/inlay, for a minimum of curblines to centerline impacted by the excavation(s). For arterial streets, this shall require extending the restoration a minimum length of two feet both directions from the area of the excavation(s) (beyond the end of the trench), and for collector streets this shall mean extending the restoration a minimum length of one foot both directions from the area of the excavation(s) (beyond the end of the trench), all as more specifically directed by the town manager. All renovations shall comply with the town's standard details and specifications. The permittee may elect to fully reconstruct the paved right-of-way in accordance with specifications provided by the town engineer in lieu of paying the pavement restoration fee.

b. For excavation commencing two years or later after the paved right-of-way is new (as defined in subsection L.2.), the permittee may elect to renovate such paved right-of-way by mill and overlay/inlay, for a minimum of the curblines to centerline of area(s) impacted by the excavation(s) and for arterial streets extending a minimum length of two feet both directions from the area of the excavation(s) (beyond the end of the trench) and for collector streets extending a minimum length of one foot both directions from the area of the excavation(s) (beyond the end of the trench), all as more specifically directed by the town engineer in lieu of payment of the pavement restoration fee.

c. When any utility installed in the roadway consists of three or more perpendicular trenches within one hundred fifty (150) feet, the roadway must be overlaid from the curb line to the centerline. If a trench extends beyond the centerline, a full street overlay will be required.

d. When any utility is installed in the roadway and is at an oblique angle to the right-of-way centerline, the roadway must be overlaid from the centerline to the curb line for the entire length of the utility extension. If the utility trenching encroaches on both sides of the centerline, a full street overlay will be required. Pavement overlays shall be perpendicular to the centerline beginning or ending a minimum of one half the street pavement width from the edge of the trench.

e. Pavement replacement thickness and type are to be per M.A.G. Section 336. Curb and gutter replacement shall be a minimum of one (1) full section, per M.A.G. standard. Detail 220. Sidewalk replacement shall be a minimum of one full panel. Tunneling under existing sidewalk will not be allowed in the town R.O.W.

f. In all cases where a street overlay is required, both ends of the overlay area must be cold-planed perpendicular to the roadway a minimum length of fifteen (15) feet to provide a flush transition. For half-street or full-street overlays, cold planing (grinding)

of the entire paving area is required (centerline to gutter or gutter to gutter). When curb and gutter does not exist, the new overlay surface may, at the engineer's discretion, be tapered to meet the elevation of adjacent paved surfaces. All asphalt joints and tapered transitions shall be sealed per M.A.G. uniform standard specifications.

5. Pavement Restoration Fee.

a. In addition to the other requirements of this section, a permittee shall pay a pavement restoration fee established by resolution of the council. The pavement restoration fee shall be reviewed annually with the budget for street repair.

b. The pavement restoration fee shall be paid prior to or at the time a permit to work in the public right-of-way is issued. In the event the pavement restoration fee is amended after a permit to work in the public right-of-way is issued, an adjusted fee shall be paid as follows:

i. If the original permit was for one square yard through twenty (20) square yards, the pavement restoration fee shall be adjusted pursuant to the new fee schedule if the increase/decrease to the pavement excavation is one square yard or larger.

ii. If the original permit was for twenty-one (21) square yards through one hundred (100) square yards, the pavement restoration fee shall be adjusted pursuant to the new fee schedule if the increase/decrease to the pavement excavation is more than five percent of the original.

iii. If the original permit was for more than one hundred (100) square yards, the pavement restoration fee shall be adjusted pursuant to the new fee schedule if the increase/decrease to the pavement excavation is more than five square yards.

iv. Such amended pavement restoration fee shall be applied for and any additional fees shall be paid within one week of the field change or prior to any new permit is issued to permittee.

M. Relocation of Facilities.

1. General. The town shall bear no cost to relocate its existing facilities, irrespective of the function served, where the town facilities or other facilities occupying the public rights-of-way under authority of a town permit, license, or franchise must be relocated and the conflict between permittee's potential facilities and existing facilities can only be resolved expeditiously as determined by the town by moving the existing town or other approved facilities.

2. Delay. If permittee fails to keep or provide accurate records to town or if permittee's relocation effort delays construction of a public project so as to cause the town to be liable for delay damages, permittee shall reimburse the town for those damages attributable to the delay created by permittee.

3. Town Costs. Except as otherwise provided in a license, franchise, or permit, or by other provision of law, the entire cost of relocation shall be borne by the town if permittee is required by the town to relocate facilities which are located in private easements obtained by permittee prior to dedicating the public rights-of-way from which facilities must be relocated. These prior rights of permittee would also be unaffected by any subsequent relocation. "Prior rights" as used

in this subsection means private easements or other legally sufficient rights obtained by permittee prior to dedication of the public rights-of-way from which the facilities are requested by the town to be relocated.

N. Rights Reserved to Town. Without limiting the rights that the town may otherwise have, the town hereby expressly reserves the following rights, powers and authorities:

1. To exercise its governmental powers now or hereafter to the full extent that such powers may be vested in or granted to the town.
2. To determine any question of fact relating to the meaning, terms, obligations, or other aspects of this section and the instruments issued under this section.
3. To grant multiple, non-exclusive licenses, franchises, or permits within the town to other persons.

O. Town Police Power; Continuing Jurisdiction.

1. Police Power. Permittee shall at all times be subject to the lawful exercise of the town's police power, including all ordinances, rules and regulations which the town has adopted or may adopt, and all laws, rules, regulations, order, and policies of the state and the United States Government. In the event of a conflict between the provisions of this section and other provisions of the town standards, the stricter requirement shall apply.

2. Continuing Jurisdiction. The town shall have continuing jurisdiction and supervision over all facilities located within or on public rights-of-way. The daily administrative, supervisory, and enforcement responsibilities of the provisions of this article and any license or franchise shall be delegated and entrusted to the town manager to interpret, administer, and enforce the provisions of this article, and to promulgate standards regarding the construction, reconstruction, relocation, maintenance, dismantling, abandonment, or use of facilities within the public rights-of-way.

P. Violation. It shall be unlawful for any person to construct, locate, relocate facilities in or to otherwise work in, under, on or above the public rights-of-way except in compliance with the provisions of this article and any other applicable town standards, license, franchise or requirement.

Section 8-5-4 Bond.

A. Each permittee shall obtain and maintain such insurance, bonding, and security fund requirements as specified by the town, or if no specific requirements are specified, as are required by the town for similar facilities.

B. No work shall commence unless these requirements have been satisfied. If an insurance, bonding, or security fund requirement is not satisfied, the town may require permittee to remove or stop work on facilities or require permittee to cease using the facility.

ORDINANCE NO. O2019.02

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA DECLARING THAT DOCUMENT ENTITLED "TOWN OF GUADALUPE RIGHT-OF-WAY REGULATION ORDINANCE DATED NOVEMBER 14, 2019" AS A PUBLIC RECORD; AMENDING THE GUADALUPE TOWN CODE, CHAPTER 8 BUSINESS REGULATIONS BY ADDING NEW ARTICLE 8-5 CONSTRUCTION WITHIN PUBLIC RIGHTS-OF-WAY; LOCATION AND RELOCATION OF FACILITIES IN PUBLIC RIGHTS-OF-WAY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING PENALTIES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, A.R.S. § 9-240 authorizes the Town to regulate its public rights-of-way; and

WHEREAS, it is the responsibility of the Town to keep its rights-of-way safe for the benefit of Town residents and the traveling public; and

WHEREAS, in the course of carrying out their businesses, private entities have a need to place facilities in the public rights-of-way or perform work in the public rights-of-way adjacent to their properties; and

WHEREAS, the Town desires that persons and entities who place facilities in the public rights-of-way or work in the public rights-of-way be treated similarly and in a competitive neutral and nondiscriminatory manner; and

WHEREAS, the primary purpose of this ordinance is to protect the health, safety, and welfare for the public, and to protect the value of and physical integrity of publicly-owned property and assets.

BE IT ORDAINED by the Mayor and Common Council of the Town of Guadalupe, Arizona as follows:

Section I. In General.

1. That certain document entitled "Town of Guadalupe Right-of-Way Regulation Ordinance dated November 14, 2019", three copies of which are on file in the office of the Town Clerk, are hereby declared a public record.

2. That certain document entitled "Town of Guadalupe, Arizona, Right-of-Way Regulation Ordinance dated November 14, 2019," three copies of which are on file in the Town Clerk's office, is hereby adopted by reference as the Right-of-Way Regulatory Ordinance of the Town of Guadalupe, and the Town Code of the Town of Guadalupe, Arizona, Chapter 8 Business Regulations, is hereby amended by adding new Article 8-5 Construction Within Public

Rights-Of-Way; Location And Relocation Of Facilities In Public Rights-Of-Way to read as set forth in said public record, adding new Sections Permits Required, 8-5-2 Traffic Control, 8-5-3 Location and Relocation of Facilities in Public Rights-of-Way and 8-5-4 Bond.

Section II. Providing for Repeal of Conflicting Ordinances.

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

Section III. Providing for Severability.

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

Section IV. Providing for Penalties.

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

Section V. Establishing an Effective Date.

This ordinance and all documents adopted by reference shall be effective from and after December 14, 2019.

PASSED AND ADOPTED by the Common Council of the Town of Guadalupe, Arizona, this _____ day of _____, 2019 the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this ___ day of _____, 2019.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard, Town Attorney

TOWN OF GUADALUPE RIGHT-OF-WAY REGULATION ORDINANCE

(ORDINANCE NO. O2019.02)

November 14, 2019

ARTICLE 8-5 CONSTRUCTION WITHIN PUBLIC RIGHTS-OF-WAY; LOCATION AND RELOCATION OF FACILITIES IN PUBLIC RIGHTS-OF-WAY

Section 8-5-1 Permits required.

A. As used in this article, the following definitions shall apply:

“Public right-of-way” mean rights-of-way dedicated to the public for roadway or other public purpose.

“Town manager” means the town manager of the Town of Guadalupe.

“Town standards” means zoning and subdivision codes of the Town, specifications adopted by the Town, and, for wireless communications facilities in the right-of-way, the standard terms and conditions and design standards adopted pursuant to Ordinance No. O2019.02.

B. It is unlawful for any person to construct, reconstruct, repair, alter, or grade within the public rights-of-way without obtaining a permit from the town manager as provided in this Article prior to commencing work and complying with the zoning and subdivision codes of the town.

C. An applicant for a permit shall file a complete application with the town manager that includes:

1. Name, address and license numbers of the party doing the work.
2. Location of the work area.
3. Plans attached to the application showing details of the proposed construction. Such plans shall be prepared and sealed by an engineer registered and licensed in the state, unless the permittee demonstrates to the satisfaction of the town that the work does not warrant imposing this requirement.
4. A traffic control plan in accordance with Section 8-5-2.
5. Estimated cost of alteration.
6. For wireless facilities, all information required in the standards terms and conditions for wireless facilities in the right-of-way.
7. Such other information as the town finds reasonably necessary to determine compliance with town standards.

D. The permit shall include a completion date for the proposed work. The town manager may extend the permit time for good cause shown.

E. Prior to issuance of a permit, the town manager may require evidence of general liability insurance and automobile liability insurance in an amount established by the town manager. Such insurance shall name the town as an additional insured. The town manager may require a letter of credit in an amount based on the estimated cost of the work to assure completion of the work in compliance with town standards. The letter of credit shall be in a form approved by the town attorney.

F. After issuance of the permit, permittees shall give the town manager at least twenty-four (24) hours' notice before commencing any work within a public right-of-way.

G. Repairs; emergency repairs. A permit shall be obtained from the town manager prior to a person removing, relocating, or reconstructing, if necessary, any portion of a person's facilities within public rights-of-way. Notwithstanding the foregoing, the town understands and acknowledges there may be instances when a person is required to make repairs, in compliance with federal or state laws, that are of an emergency nature. The permittee shall notify the town prior to such repairs, if practicable, and shall obtain the necessary permits within a reasonable time after notification.

Section 8-5-2 Traffic control.

A. Traffic Control Plans. A permittee shall submit a traffic control plan application to the town at least two business days prior to the proposed start date of construction activities. The traffic control plan application must include a traffic control plan designed and signed by a certified member of the American Traffic Safety Services Association (ATSSA). No work in the public right-of-way shall commence until the town manager has approved the traffic control plan.

B. Traffic Control Manual. The town hereby declares the Phoenix Barricade manual (2017 Edition) as a public record, three copies of which are to be retained by the town clerk's office, and hereby adopts the phoenix barricade manual (2017 Edition) as the town's official traffic control manual for construction work zones with the following revisions:

1. Arrowboards are required for all lane closures on arterial streets.
2. Lane closures on arterial streets are not permitted between five-twenty a.m. and eight-thirty a.m. or between three-thirty p.m. and seven p.m. unless previously approved by the town manager.
3. A permittee shall hire a uniformed off-duty police officer to be present when construction activities take place within three hundred (300) feet of a signalized intersection or if required by the engineer. Permittees shall arrange for a police officer at least five calendar days in advance of planned construction activities.

Section 8-5-3 Location and relocation of facilities in public rights-of-way.

A. General; Permit Required. If the work to be performed in a public right-of-way involves installation, construction, erection, replacement, maintenance or relocation of any facilities, a permit must be obtained from the community development department. In addition, if the facility is a wireless facility, it shall comply with the requirements of the Town of Guadalupe Standard Terms and Conditions and Design Standards

for wireless facilities, including the requirement to obtain a master license agreement prior to issuance of a permit.

1. Such permit shall be issued on such conditions as are reasonable and necessary to ensure compliance with the terms and conditions of town standards.
2. The application for the permit shall include all information required in Section 8-5-1.
3. Each permittee is responsible for:
 - a. Ensuring that its facilities are installed, constructed and maintained in strict compliance with town standards;
 - b. Obtaining all required licenses, franchises and other permits before any work commences; and
 - c. Ensuring that the terms and conditions of all permits, licenses and franchises are strictly followed.
4. Where a facility is used by more than one permittee, each permittee is fully responsible for ensuring that all requirements are satisfied.
5. Facilities shall be installed, constructed, and maintained so that no additional costs are imposed upon the town and so that the facility does not interfere with other uses or users of the public rights-of-way or town utility easement. This subsection shall not serve to limit the requirement of any other provision of this code or any license, permit, or franchise issued by the town.
6. A permit to work in the public right-of-way which requires excavation of a paved right-of-way shall comply with this subsection, in addition to other requirements of this section. A permittee shall be required to be a participant in the regional one-call utility locating system (blue stake). Permittee shall use paint that dissolves within three weeks. In the event permittee's utility markings paint remains visible after three weeks, permittee shall remove such markings without causing damage to the pavement. If the permittee fails to remove such markings after notice and a reasonable time for cure, the town may cause the markings to be removed and invoice the permittee for the removal costs, which costs shall be promptly paid.

B. Joint Use of Trenches. In order to minimize degradation of streets, traffic impacts and other interference with the use of rights-of-way, work shall be coordinated so that to the greatest extent possible, consistent with economic feasibility, joint trenching shall be used. The town manager shall adopt rules to facilitate joint trenching in the public rights-of-way.

C. Traffic Safety. When open trenches, holes, etc., are made in the pavement and not being immediately worked on, in, or around, and the depth of the deviation from the pavement surface exceeds two inches in depth, plating shall be required to be installed over the opening. Plating shall be "milled" into the surrounding pavement as to allow for a smooth surface where traffic will not cause the plating to move. Any deviation from this requirement will be at the discretion of the town manager.

D. Records. The permittee shall keep accurate records of the location of all of its facilities located in the public rights-of-way and shall furnish them to the town upon request or at such periodic intervals as the town may require. In order for the town to regulate users in the public rights-of-way, upon completion of

new or relocation construction of underground facilities in the public rights-of-way, the permittee shall provide the town with the location of the underground and above-ground facilities in a format compatible with the current town mapping format.

E. Restoration. Whenever a permittee causes any opening or alteration to be made for any purpose in any public right-of-way, the work shall be completed within a reasonable time, and upon completion of such work, permittee shall, without expense to the town, restore the property disturbed in a manner consistent with town standards, or as required by its permit, license, or franchise which may incorporate special standards when required for town purposes. Landscaping, whether in the public rights-of-way or on private property, which is damaged by permittee shall be restored to its condition as it existed prior to the work. Permittee shall exercise special care when working near established trees or shrubs. If established trees or shrubs die within six months of completion of work by permittee, it is presumed that permittee caused such damage if the work performed was in the location of the roots of such tree or shrub.

F. Town's Facilities. The installation, use and maintenance of permittee's facilities within the public rights-of-way authorized herein shall be in such a manner as not to interfere with placement, construction, use, and maintenance of public rights-or-way, street lighting, water pipes, drains, sewers, traffic signal systems, or other utility systems that have been, or may be, installed, maintained, used or authorized by the town. At the town's request, permittee shall relocate its facilities at permittee's expense (unless state law expressly requires otherwise). Upon the town's request, by a time specified by the town, if permittee fails to move its facilities, the town may do so and bill permittee the costs of relocation, which costs permittee shall pay within thirty (30) days after permittee receives the invoice. Permittee shall reimburse the town any additional cost, including but not limited to design and construction costs, incurred by the town due to the delay in location or relocation of permittee's facilities.

G. Interference. Permittee shall not install, maintain, or use any of its facilities in such a manner as to damage or interfere with facilities located within public rights-of-way that are owned by another entity.

H. Location and Maintenance of Above-Ground Facilities. The town shall approve the location of aboveground facilities, such as boxes, cabinets and similar equipment or appurtenances. The permit shall set forth the location of such aboveground facilities. If the town manager determines that a proposed location would impair traffic visibility or visibility of existing signage or would substantially harm existing landscaping, or that similar conditions exist which would justify a denial of a permit in that location, the permit shall be denied. Aboveground facilities shall be maintained in good condition. If the town finds any of permittee's above-ground facilities are not maintained in good condition, permittee shall correct such condition within three business days of receiving notice from the town.

I. Undergrounding of New Facilities. No new poles or wires shall be erected in the town above the surface of the ground unless a permit is first secured from the town manager, except that the following construction may be installed without such a permit:

1. Temporary service facilities, including but not limited to facilities to furnish emergency service during an outage, facilities to provide service to construction sites, or other service of a temporary nature for a limited period of time, such as to a fair, carnival, outdoor exhibit or other temporary function;
2. Pad-mounted transformers or pull boxes, service terminals, pedestal-type telephone terminals, telephone splice closures, or similar on-the-ground facilities normally used with and as part of an underground electric distribution, telephone, data, telegraph or television system,

or on-the-ground facilities attached to existing overhead facilities which are used for the purpose of connecting an underground system with the existing facilities;

3. Transmission lines and distribution feeder lines, together with related switch yards, substations and related equipment;

4. Service drops from existing overhead lines to new single-family residential customers, except when underground service is required by the town's subdivision ordinance.

J. Plans. All facilities shall be installed per plans prepared by a registered professional engineer and approved by the town prior to any work commencing.

1. Use of Existing Poles or Conduit. A permittee may install facilities on existing utility poles or in existing conduit where permission is granted by owner of the utility pole or conduit and such permission is verified by the town, except where those same poles are scheduled to be replaced with buried facilities. The town may require permittee to prove that it has such permission from the owner to use the owner's facilities.

2. No new poles, or longer poles, will be permitted in the public rights-of-way for any new facilities except where otherwise required by law.

3. If permittee installs facilities on existing poles as provided herein, permittee shall bury its facilities if such poles are removed and not replaced in kind for any reason.

4. If permittee uses existing conduit owned by someone other than permittee, permittee shall be subject to the provisions of this section in the use of such conduit in the public rights-of-way.

5. As used herein, a pole installed to replace a damaged pole or to remedy a safety hazard and which is substantially the same size as the pole being replaced shall not be considered to be a new pole.

K. Conflict with Town Projects.

1. Identification of Conflict. If, during the design process of public improvements, the town discovers a potential conflict with proposed construction, permittee shall either:

a. Locate and, if necessary, expose its facilities in conflict; or

b. Use the one-call notification center ("blue stake") to locate or expose its facilities. Permittee shall reimburse the town for the cost resulting from the use of such location service. The town shall make reasonable efforts to design and construct projects pursuant to this section so as to avoid relocation expense to permittee. Permittee shall furnish the location information in a timely manner, but not more than ten (10) calendar days from the date of the town's request.

2. Priority Right. The town reserves the prior and superior right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, re-grade, widen, realign, or maintain public rights-of-way, aerial, surface, or subsurface improvements, including, but not limited to, traffic control conduits, storm sewers, subways, tunnels, bridges, viaducts, or other public construction within public rights-of-way.

3. Procedures. If, during the course of a project, the town determines permittee's facilities are in conflict, the following shall apply:

- a. Prior to the town notice to proceed to contractor: Permittee shall, within a reasonable time not to exceed one month, shall remove or relocate the conflicting facility. The time shall begin running upon receipt by permittee of written notice of the conflict from the town. If the town and permittee agree, the time to remove may be extended, based on requirements of the town's project.
- b. Subsequent to town notice to proceed to contractor: The town and permittee shall immediately begin the coordination necessary to remove or relocate the facility. Actual construction of such removal or relocation is to begin no later than seventy-two (72) hours, if practicable, after written notification from the town to proceed.

L. Damage to Town Rights-of-Way and Facilities.

1. If the permittee damages or disturbs the surface or subsurface of any public rights-of-way or adjoining public property, or the public improvement located thereon, therein, or thereunder, the permittee shall promptly, at its own expense, and in a manner acceptable to the town, restore the surface or subsurface of the public rights-of-way or public property, or repair or replace the public improvement thereon, therein, or thereunder, in as good a condition as before such damage or disturbance. If such restoration, repair or replacement of the surface, subsurface, or any structure located thereon, therein, or thereunder is not completed within a reasonable time, or such repair or replacement does not meet town standards, the town shall have the right to perform the necessary restoration, repair, or replacement, either through its own forces, or through a hired contractor, and the permittee shall reimburse the town for its expense in so doing within thirty (30) days after receipt of the invoice therefore.

2. As used in this subsection:

- a. A paved right-of-way is considered "new" when it is first constructed, when it is reconstructed or when it is renovated.
- b. A right-of-way is considered "reconstructed" when all lanes are completely rebuilt by removing all the pavement and aggregate base course material, re-compacting the sub-base and restoring the base material and then completely re-paving for a distance approved by the town engineer.
- c. A right-of-way is considered "renovated" when there is a major rehabilitation, including a mill and overlay or other similar improvement work that physically modifies the surface of the right-of-way prior to applying a new surface or other similar work as determined by the town engineer.
- d. The date of construction, reconstruction or renovation shall be the date such work was accepted by the town.

3. An application to work in the public right-of-way which includes excavation in a new paved right-of-way shall not be granted until at least two years after completion and acceptance of the construction, reconstruction or renovation of the paved right-of-way unless one of the following applies:

- a. Emergency which endangers life or property.
- b. Interruption of essential utility or communications service.
- c. Work that is mandated by town, county, state or federal legislation.
- d. Service for buildings where no other feasible means of providing service exists.

4. Pavement Restoration.

a. If an excavation is permitted pursuant to paragraphs 3.a—d. above, the permittee shall restore the paved right-of-way by mill and overlay/inlay, for a minimum of curblines to centerline impacted by the excavation(s). For arterial streets, this shall require extending the restoration a minimum length of two feet both directions from the area of the excavation(s) (beyond the end of the trench), and for collector streets this shall mean extending the restoration a minimum length of one foot both directions from the area of the excavation(s) (beyond the end of the trench), all as more specifically directed by the town manager. All renovations shall comply with the town's standard details and specifications. The permittee may elect to fully reconstruct the paved right-of-way in accordance with specifications provided by the town engineer in lieu of paying the pavement restoration fee.

b. For excavation commencing two years or later after the paved right-of-way is new (as defined in subsection L.2.), the permittee may elect to renovate such paved right-of-way by mill and overlay/inlay, for a minimum of the curblines to centerline of area(s) impacted by the excavation(s) and for arterial streets extending a minimum length of two feet both directions from the area of the excavation(s) (beyond the end of the trench) and for collector streets extending a minimum length of one foot both directions from the area of the excavation(s) (beyond the end of the trench), all as more specifically directed by the town engineer in lieu of payment of the pavement restoration fee.

c. When any utility installed in the roadway consists of three or more perpendicular trenches within one hundred fifty (150) feet, the roadway must be overlaid from the curb line to the centerline. If a trench extends beyond the centerline, a full street overlay will be required.

d. When any utility is installed in the roadway and is at an oblique angle to the right-of-way centerline, the roadway must be overlaid from the centerline to the curb line for the entire length of the utility extension. If the utility trenching encroaches on both sides of the centerline, a full street overlay will be required. Pavement overlays shall be perpendicular to the centerline beginning or ending a minimum of one half the street pavement width from the edge of the trench.

e. Pavement replacement thickness and type are to be per M.A.G. Section 336. Curb and gutter replacement shall be a minimum of one (1) full section, per M.A.G. standard. Detail 220. Sidewalk replacement shall be a minimum of one full panel. Tunneling under existing sidewalk will not be allowed in the town R.O.W.

f. In all cases where a street overlay is required, both ends of the overlay area must be cold-planed perpendicular to the roadway a minimum length of fifteen (15) feet to provide a flush transition. For half-street or full-street overlays, cold planing (grinding)

of the entire paving area is required (centerline to gutter or gutter to gutter). When curb and gutter does not exist, the new overlay surface may, at the engineer's discretion, be tapered to meet the elevation of adjacent paved surfaces. All asphalt joints and tapered transitions shall be sealed per M.A.G. uniform standard specifications.

5. Pavement Restoration Fee.

a. In addition to the other requirements of this section, a permittee shall pay a pavement restoration fee established by resolution of the council. The pavement restoration fee shall be reviewed annually with the budget for street repair.

b. The pavement restoration fee shall be paid prior to or at the time a permit to work in the public right-of-way is issued. In the event the pavement restoration fee is amended after a permit to work in the public right-of-way is issued, an adjusted fee shall be paid as follows:

i. If the original permit was for one square yard through twenty (20) square yards, the pavement restoration fee shall be adjusted pursuant to the new fee schedule if the increase/decrease to the pavement excavation is one square yard or larger.

ii. If the original permit was for twenty-one (21) square yards through one hundred (100) square yards, the pavement restoration fee shall be adjusted pursuant to the new fee schedule if the increase/decrease to the pavement excavation is more than five percent of the original.

iii. If the original permit was for more than one hundred (100) square yards, the pavement restoration fee shall be adjusted pursuant to the new fee schedule if the increase/decrease to the pavement excavation is more than five square yards.

iv. Such amended pavement restoration fee shall be applied for and any additional fees shall be paid within one week of the field change or prior to any new permit is issued to permittee.

M. Relocation of Facilities.

1. General. The town shall bear no cost to relocate its existing facilities, irrespective of the function served, where the town facilities or other facilities occupying the public rights-of-way under authority of a town permit, license, or franchise must be relocated and the conflict between permittee's potential facilities and existing facilities can only be resolved expeditiously as determined by the town by moving the existing town or other approved facilities.

2. Delay. If permittee fails to keep or provide accurate records to town or if permittee's relocation effort delays construction of a public project so as to cause the town to be liable for delay damages, permittee shall reimburse the town for those damages attributable to the delay created by permittee.

3. Town Costs. Except as otherwise provided in a license, franchise, or permit, or by other provision of law, the entire cost of relocation shall be borne by the town if permittee is required by the town to relocate facilities which are located in private easements obtained by permittee prior to dedicating the public rights-of-way from which facilities must be relocated. These prior rights of permittee would also be unaffected by any subsequent relocation. "Prior rights" as used

in this subsection means private easements or other legally sufficient rights obtained by permittee prior to dedication of the public rights-of-way from which the facilities are requested by the town to be relocated.

N. Rights Reserved to Town. Without limiting the rights that the town may otherwise have, the town hereby expressly reserves the following rights, powers and authorities:

1. To exercise its governmental powers now or hereafter to the full extent that such powers may be vested in or granted to the town.
2. To determine any question of fact relating to the meaning, terms, obligations, or other aspects of this section and the instruments issued under this section.
3. To grant multiple, non-exclusive licenses, franchises, or permits within the town to other persons.

O. Town Police Power; Continuing Jurisdiction.

1. Police Power. Permittee shall at all times be subject to the lawful exercise of the town's police power, including all ordinances, rules and regulations which the town has adopted or may adopt, and all laws, rules, regulations, order, and policies of the state and the United States Government. In the event of a conflict between the provisions of this section and other provisions of the town standards, the stricter requirement shall apply.

2. Continuing Jurisdiction. The town shall have continuing jurisdiction and supervision over all facilities located within or on public rights-of-way. The daily administrative, supervisory, and enforcement responsibilities of the provisions of this article and any license or franchise shall be delegated and entrusted to the town manager to interpret, administer, and enforce the provisions of this article, and to promulgate standards regarding the construction, reconstruction, relocation, maintenance, dismantling, abandonment, or use of facilities within the public rights-of-way.

P. Violation. It shall be unlawful for any person to construct, locate, relocate facilities in or to otherwise work in, under, on or above the public rights-of-way except in compliance with the provisions of this article and any other applicable town standards, license, franchise or requirement.

Section 8-5-4 Bond.

A. Each permittee shall obtain and maintain such insurance, bonding, and security fund requirements as specified by the town, or if no specific requirements are specified, as are required by the town for similar facilities.

B. No work shall commence unless these requirements have been satisfied. If an insurance, bonding, or security fund requirement is not satisfied, the town may require permittee to remove or stop work on facilities or require permittee to cease using the facility.

ORDINANCE NO. O2019.03

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA DECLARING THAT DOCUMENT ENTITLED "TOWN OF GUADALUPE VIDEO SERVICES REGULATORY ORDINANCE" DATED NOVEMBER 14, 2019 AS A PUBLIC RECORD; AMENDING THE TOWN CODE OF GUADALUPE, ARIZONA, BY ADOPTING A NEW CHAPTER 16B VIDEO SERVICES RELATING TO THE REGULATION OF VIDEO SERVICE BY THE TOWN AND THE LICENSING OF VIDEO SERVICE PROVIDERS IN THE TOWN; ESTABLISHING A PURPOSE; SETTING FORTH DEFINITIONS; PROVIDING FOR LICENSE REQUIREMENTS; IMPOSING FEES; SETTING FORTH VIOLATIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2018 the Arizona State Legislature adopted Chapter 331 and in 2019 the Arizona State Legislature adopted Chapters 76, 163 and 319 (collectively the "Act"), declaring that the regulation of video services and video service providers is a matter of state-wide concern and setting forth the powers of Arizona cities and towns with respect to the regulation of video services and video services providers; and

WHEREAS, the Act preempts the town with respect to the regulation of video services and video service providers, prescribes the process for issuing and renewing licenses for video services, and other regulation of video services and video service providers in the town; and

WHEREAS, the Federal Communications Commission adopted FCC 19-80 on August 1, 2019, which further preempts local jurisdictions in the regulation of video services and video service providers; and

WHEREAS, the town adopts this ordinance in order to comply with the requirements of the Act and federal law.

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

Section 1. In General

The Town Code of Guadalupe, Arizona Chapter 16 Cable Television is hereby amended by amending Section 16-2-3 Authorization to Engage in Business by adding new subsection B to read as follows:

B. This chapter shall apply to a cable television license granted on or before December 31, 2019, unless the licensee has elected to terminate its license during the period commencing January 1, 2020 and ending June 30, 2020, pursuant to Arizona Revised Statutes Section 9-1412.

Section II. In General.

A. That certain document entitled "Town of Guadalupe Video Services Regulatory Ordinance dated November 14, 2019," three paper copies or one paper copy and one electronic copy of which are on file in the office of the Town Clerk, is hereby declared to be a public record and said copies are hereby ordered to remain on file with the Town Clerk.

B. The Town Code of Guadalupe, Arizona is hereby amended by adding new Chapter 16A Video Services as set forth in that document entitled "Town of Guadalupe Video Services Regulatory Ordinance dated November 14, 2019", which document is hereby adopted and incorporated into this ordinance by reference.

Section III. Enforcement

The requirements of this chapter shall be enforced through the procedures set forth in Arizona Revised Statutes Section 9-1451.

Section IV. Providing for Repeal of Conflicting Ordinances.

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

Section V. Providing for Severability.

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

Section VI. Establishing an Effective Date.

This ordinance and all documents adopted by reference shall be effective from and after January 1, 2020.

PASSED AND ADOPTED by the Common Council of the Town of Guadalupe, Arizona, this ___ day of _____, 2019, by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this ___ day of _____, 2019.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard, Town Attorney

TOWN OF GUADALUPE VIDEO SERVICES REGULATORY ORDINANCE
ORDINANCE NO. O2019.03 (ATTACHMENT)

NOVEMBER 14, 2019

CHAPTER 16B VIDEO SERVICES

ARTICLE 16B-1 GENERAL PROVISIONS

16B-1-1 Purpose and Applicability.

The purposes of this chapter are to comply with the requirements of Arizona Revised Statutes Title 9, Chapter 13 and federal law and to set forth regulations for the application by video service providers for uniform video services licenses for the provision of video services and other authorized services in the Town, to provide for issuance of uniform video services licenses in accordance with law, to provide for imposition of non-discriminatory license fees, and to otherwise carry out the mandates of Arizona Revised Statutes Title 9, Chapter 13 and federal law. It is the intent of this chapter that all rights and obligations set forth in Arizona Revised Statutes Title 9, Chapter 13 are preserved and shall apply, irrespective of whether specifically set forth in this chapter.

16B-1-2 Definitions.

The definitions set forth in A.R.S. Section 9-1401 shall apply to this chapter.

16B-1-3 Unlawful Acts; Violation.

(a) It is unlawful for a video service provider to establish, operate or to carry on the business of video service in the Town without first having been issued and continuing to hold a local license issued pursuant to this chapter.

(b) It is unlawful for any video service provider to construct, operate or maintain a video service network within the boundaries of the Town without first having been issued and continuing to hold a local license issued by the Town pursuant to this chapter.

(c) It is unlawful for any person to make any unauthorized connections, whether physically, electrically, acoustically, inductively or otherwise, with any part of a licensed video service network within the Town for the purpose of enabling himself or herself or others to receive any video service without the permission of the video service provider to whom a local license has been issued.

(d) It shall be unlawful for any person, without the consent of a licensee, to willfully tamper with, remove or injure any equipment associated with a video service network of a video service provider.

ARTICLE 16B-2 UNIFORM VIDEO SERVICE LICENSES

16B-2-1 Application and Issuance.

(a) This section shall not apply to incumbent cable operators who have elected to continue to operate within a service area as defined in its existing local license with the Town. The requirements of this section shall apply to video services licenses granted on or after January 1, 2020.

(b) Prior to the commencement of any construction or expansion of a video service network or the provision of any video service, a video service provider shall file with the Town clerk an application and an affidavit in a form provided by the Town clerk. The application shall be in the form of application approved by the council and shall include all information and not more than the information required by the application form and Arizona Revised Statutes Section 9-1414.

(c) The application shall be accompanied by an affidavit in the form approved by the council signed by one of the principal executive officers or general partners of the applicant that the information set forth in the application are true and accurate.

(d) The application and affidavit shall be submitted to the Town clerk, who shall forward the application and affidavit to the Town Manager for review.

(e) If the Town Manager determines that the application and affidavit are incomplete or otherwise deficient under Arizona Revised Statute Section 9-1414, written notice shall be given to the applicant not later than fifteen days after the date of filing of the application and affidavit. The written notice shall:

1. Explain the incompleteness or deficiency in detail.
2. Specify the information or other items that are necessary for proper completion of the application and affidavit.

(f) A uniform video services license shall be issued within thirty days from the date a complete application was filed with the Town clerk. The term of a uniform video services license shall not exceed ten years.

(g) If written notice of an incomplete or deficient application and affidavit is not given within fifteen days after the date of filing, or if the uniform video services license is not issued within thirty days from the date a complete application has been submitted, the agreement shall be deemed complete and issued to the applicant in the form submitted.

(h) No fees shall be charged for filing or processing an application, affidavit, notice or other document related to the issuance of the uniform video services licenses.

(i) Amendments to a uniform video services license to add service areas shall be processed in the same manner as the original uniform video services license.

(j) The term of a uniform video services license may be extended by the holder of a video service provider filing with the Town clerk a notice to extend the term for a specified period not to exceed ten years. The notice shall be filed at least one month before the end of the term of the uniform video services license.

(k) Any use of or attachment by a video service provider to a utility or other pole owned by the Town must first be approved in a separate contract with the Town, at the sole discretion of the Town council. If, pursuant to such contract, the Town requires the video service provider to locate facilities in ducts or conduits or on poles owned by the Town, the Town shall not require the video service provider to pay for the installation in the ducts or conduits or on the poles.

(l) If a video services provider submits an application, the Town shall issue to a video service provider or its affiliate a permit to attach allowed Wi-Fi radio equipment to the video service network in the highways. The permit shall allow installation, operation and maintenance of allowed Wi-Fi radio equipment. The Town may require that all of the allowed Wi-Fi radio equipment at a single location fit within a fifteen-inch cube and be contained entirely within a ground-mounted pedestal or be connected directly to and mounted at the same height as one of the video service provider's aerial horizontal conductors. This subsection does not do any of the following:

1. Prohibit the Town from requiring a video service provider to place underground aerial facilities to which allowed Wi-Fi equipment is attached.
2. Prohibit the imposition of a tax, rent, fee or charge on revenue from services provided through allowed Wi-Fi radio equipment.
3. Affect the authority of the Town to manage its highways or to exercise its police powers, including review and approval of an application before issuing a permit.
4. Affect the Town's authority to deny, limit, restrict or determine the terms and conditions for the use of or attachment to the utility poles or attachments to other poles of the Town by a video service provider.

16B-2-2 Authority Granted.

(a) A uniform video services license granted by the Town shall authorize the video service provider to

1. Provide video service in the Town in the service area designated in the application and affidavit during the term of the uniform video services license.
2. Construct and operate a video service network in the highways in each service area, in compliance with the uniform video services license and Town laws.
3. Operate and maintain facilities installed in the highways in the service area pursuant to A.R.S. Section 9-1442(H) and (J), subsection I and J [WiFi radio equipment on cable systems], A.R.S. Section 9-584 [microcell equipment] and A.R.S., Chapter 5, Article 8 [small wireless facilities].

16B-2-3 Limitations of License.

(a) Any uniform video services license granted under this chapter shall be nonexclusive.

(b) Any privilege claimed under any uniform video services license by the video service provider in any highway shall be subordinate to any lawful occupancy or use thereof by the Town and shall be subordinate to any prior easements, prior licenses to use the highways, and any other private property rights that may be superior to the uniform video services license issued.

(c) A video service provider shall be subject to all existing requirements of the town's rules, regulations and specifications or hereafter enacted or established pursuant to the town's police powers and

taxing authority, and shall comply with all applicable existing state and federal laws and regulations or hereafter enacted or established.

(d) Any uniform video services license granted shall not relieve the video service provider of any obligation involved in obtaining pole space from any department of the Town, utility company, or from others lawfully maintaining poles in highway.

(f) A video service provider shall agree to comply with all generally applicable nondiscriminatory ordinances, including but not limited to street or highway use, mapping, insurance, performance bonds, security fund, indemnification or similar requirements that apply to the use and occupation of any highway. There is hereby preserved to the Town the power to amend any section of the Town Code related to construction in highways pursuant to its police powers.

16B-2-5 Obligations Upon Expiration.

A video service provider may terminate a uniform video service license by filing a written notice of termination with the Town clerk. Such notice shall be filed at least ninety days before termination of service. The notice shall also be sent to all subscribers within the affected service area at least ninety days prior to termination of service.

ARTICLE 16B-3 DUTIES OF VIDEO SERVICE PROVIDERS

16B-3-1 Construction in the Highways.

Video service providers and their subcontractors shall comply with (i) the requirements of this chapter and Article 8-5 of this Code. (ii) construction standards of the Federal Communications Commission (FCC) Rules and Regulations, Part 76 Subpart K (Technical Standards), as amended from time to time, and (iii) detailed standards submitted by the video service provider as part of any application submitted to the city/town.

16B-3-2 Revocation for Non-Use of Uniform Video Service License.

A video service provider shall provide video service to at least one subscriber within each service area authorized by a uniform video service license within twenty-four months after the date the uniform video service license is issued. If the video service provider fails to comply with this section, the Town may revoke the uniform video service license.

16B-3-3 Reports.

A video service provider shall file all reports required by and in compliance with A.R.S. Section 9-1432. The reports shall be filed with the Town clerk. All such reports shall be confidential unless the video service provider has consented in writing to the disclosure.

16B-3-4 Bundling of Services.

Except as otherwise provided by federal law, if a video service provider offers video service bundled with other services that are not video service for a single discounted price, all of the following apply:

(a) The method that the video service provider uses to determine gross revenue subject to license fees by allocating the single discounted price among the bundle of video service and nonvideo services shall be reasonable and supported by the video service provider's books and records.

(b) For the purpose of meeting the video service provider's burden of proof, the Town shall accept as reasonable, for purposes of meeting the video service provider's burden of proof, an allocation based on an objective and verifiable method using the books and records that the video service provider kept in the regular course of business for other purposes, including nontax purposes.

(c) A video service provider may not use bundled offerings as a means to evade paying license fees.

16B-3-5 Notice of Change of Information.

If any information required by Section 16B-2-1, paragraph B changes, the video service provider shall notify the Town in writing within thirty days of such change.

ARTICLE 16B-4 FEES AND CHARGES; IN-KIND GOODS OR SERVICES

16B-4-1 License Fee on Gross Revenue; Transaction Privilege Taxes.

(a) A video service provider shall pay to the Town a license fee as a percentage of gross revenues for the use of the highways to provide video service within its service area. The license fee shall be established by resolution of the Town council and shall be imposed equally and uniformly on video service providers and holdover cable operators.

1. The license fee shall be paid quarterly on or before the twentieth day of the month following the quarter end, and becomes delinquent on the last business day of that month. If such payment is not made by the next to the last business day of the following month, the Town will impose a rate of interest for both underpayments and overpayments in the amount of the federal short-term rate determined pursuant to 26 United States Code section 6621(b), plus three percentage points per month commencing from the date payment should have been made, unless the payment is subject to a bona fide dispute, and continuing until the payment is made. Fractions of a month shall be considered to constitute a full month for the purpose of computing interest.

2. The license fee shall be imposed equally and uniformly on all video service providers and holdover cable operators.

(b) The total of the rates of the license fee, the transaction privilege taxes imposed and in-kind contributions described in FCC Rule 19-80, Section 76-42 (unless agreed to in a separate agreement) shall not exceed a rate of five percent.

(c) The payment of the license fee by the licensee to the city shall be made by delivery of the same to the Town Manager on or before the twentieth day of the month following the quarter end, and becomes delinquent on the last business day of that month.

16B-4-2 Public, Educational Or Governmental Access Programming.

(a) Video service providers shall provide channel capacity to transmit programming over which the video service provider exercises no editorial control except as authorized by 47 United States Code § 5311. The channel capacity shall be limited to one of the following:

(i) Not more than two channels of public, educational or governmental access programming in the basic service tier of the video service network and not more than two channels of noncommercial

governmental programming, at least one of which may be programmed by the federal government, in the digital programming tier of the video service network.

(ii) Not more than two lines of access programming with each line of programming carried on up to two standard definition channels and two switched digital high-definition channels.

(b) None of the annual fair market value of any channel capacity provided pursuant to Paragraph A above may be offset against the license fee set forth in Section 16B-4-1.

(c) A video service provider may require that channels regularly display an unobtrusive logo or other suitable identifier of the video service provider, if the Town requires channel capacity pursuant to this section.

(d) A video service provider shall pay all costs and expenses to provide, maintain and operate facilities and equipment of the video service network, including facilities and equipment for signal carriage, processing, reformatting and interconnection for all of the following: (i) to connect the video service network or cable system, as it may be relocated from time to time, to transmit programming to and from existing locations of public, educational or governmental access facilities and to allow monitoring of access programming at the facilities, and (ii) to transmit public, educational and governmental access channels to subscribers with the same prevailing quality, functionality and identification as other channels. Costs other than capital costs incurred by the video service provider are subject to FCC Rule 19-80, Section 76-42.

(e) All video service providers and incumbent cable operators shall provide at no initial or recurring charge the basic service tier of video service to one outlet and one receiving device at each building occupied by the Town that is not more than two hundred feet from the nearest technically and commercially feasible point of connection on the video service network. The city/town shall designate the building in writing to the video service provider. Costs incurred by the video service provider or incumbent cable operator are subject to FCC Rule 19-80, Section 76-42.

ARTICLE 16B-5 MISCELLANEOUS

(a) The Town shall notify in a timely manner each video service provider with a uniform video services license in the Town of changes to the boundaries of the Town.

(b) Audits, including audits of bundled services, of a video services provider's books and records shall be conducted in compliance with A.R.S. Section 9-1445.

(c) Except as otherwise provided by law or federal regulation, a uniform video service license is fully transferable to any person whether the transfer arises through merger, sale, assignment, restructuring, change of control or other type of transaction. A transfer does not include an assignment of a uniform video service license for the purpose of securing indebtedness. A transfer may include less than all service areas associated with a uniform video service license. The video service provider shall file with the Town clerk written notice of the transfer of the uniform video service license. On the filing of notice under this subsection the transferee becomes the holder of the uniform video service license.

(d) Enforcement of this chapter shall be in compliance with A.R.S. Section 9-1451

(e) A uniform video services license is subject to and shall be governed by all applicable provisions of federal, state and local law. Notwithstanding any other provisions of the uniform video services license to the contrary, the uniform video services license shall at all times comply with all laws and regulations

of the state and federal government or any administrative agencies thereof; provided, however, if any such state or federal law or regulations shall require the licensee to perform any service, or shall permit the licensee to perform any service, or shall prohibit the licensee from performing any service, in conflict with the terms of the license or this chapter, then as soon as possible following knowledge thereof, the licensee shall notify the Town attorney of the point of conflict believed to exist between such regulation or law and this chapter or the license.

ARTICLE 16B-6 ENFORCEMENT

This requirements of this chapter shall be enforced through the procedures set forth in Arizona Revised Statutes Section 9-1451.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	A3296542	advertising RFP for waste disposal services	advertising RFP for waste disp	4.92
Total for Check Number 64299:				4.92
64300	DHPACE ACR/26011	DH Pace Door Services mercado west gate: installl crash bar and closer	10/04/2019 mercado west gate: installl cra	3,702.00
Total for Check Number 64300:				3,702.00
64301	DIBBLENG 1016014-46 1016014-46 1016014-46 1016014.07-3 1016014.07-3 1016014.07-3	Dibble & Associates Consutling Engineers adeq annual report & inspection services 8/26-9/ street reconstruction map CDBG: project walk through condition assessment of TOG sewer system manhole locating reimburse for utility locating	10/04/2019 CDBG project walk through, i CDBG project walk through, i CDBG project walk through, i condition assessment of TOG condition assessment of TOG condition assessment of TOG	6,720.00 685.00 195.00 5,580.00 804.00 31,373.63
Total for Check Number 64301:				45,357.63
64302	HOME2871 0080341 1613088 2621841 2621841 2621841 2621841 2624367 2624367 2624367 2624367 2624367 3085488 3085488 3085488 3085488 3085495 3085495 3085535 3085535 3085535 3085535 3085535 4523941 4624116 4624116 5204169 5512225 5512246 5624008 7622508 8021376 8380239 8380239 9021297 9380402	Home Depot Credit Services faucet repair: brass nipple and brass bushings stott park: homer bucket and riser extension Del Yaqui: ceiling tiles Vane's: slide in dampers and silicone general: screws Neighborhood Transformation: 2 bathroom fans maint: pocket rags maint: anchors % gloves graffitt: aerosol remover % gloves Town Hall: broom drill bits mailbox repair: washers, hex nuts, lockwashers, : % safety glasses % safety glasses drain cleaner c batteries % pine sol, air freshners, ajax, glass cleaner, lysc % pine sol, air freshners, ajax, glass cleaner, lysc mop bucket and zep tub and tile def fluid 1/2" flange washer return of pvc couplings and pipes pvc coupling, pvc els, pvc tees, and pvc pipes plumbers caulking, j bend, slip joint, sink straine pvc el, reverse osmosis membrane, and reverse o aa batteries suite #27: braid supply lines and brass hex nipple def fluid trash bags trash bags suite #26, 27 install water heater: copper pipes, a new padlock for exterior	10/04/2019 faucet repair: brass nipple and stott park: homer bucket and r screws, bathroom fans, metal screws, bathroom fans, metal screws, bathroom fans, metal screws, bathroom fans, metal broom, rags, gloves, anchors, broom, rags, gloves, anchors, washers, nuts, lockwashers, b washers, nuts, lockwashers, b washers, nuts, lockwashers, b drain cleaner and c batteries drain cleaner and c batteries cleaning supplies cleaning supplies cleaning supplies cleaning supplies cleaning supplies mop bucket and zep tub and ti blue def & 1/2" flange washer blue def & 1/2" flange washer return of pvc couplings and pi pvc coupling, pvc els, pvc tee: plumbers caulking, j bend, slij pvc el, reverse osmosis memb aa batteries suite #27: braid supply lines a trash bags & def fluid trash bags & def fluid suite #26, 27 install water hea new padlock for exterior	17.35 10.25 81.52 31.45 21.60 13.48 3.22 6.46 19.28 9.71 19.28 10.78 31.72 53.51 10.78 10.78 12.95 28.06 57.25 9.54 47.71 19.08 57.25 77.97 26.96 2.13 -4.82 10.32 30.65 86.49 16.19 20.79 48.52 16.18 111.23 16.72
Total for Check Number 64302:				1,042.34
64303	KAPLANG 09272019	Kaplan, Gary avenida de arte: security & crowd control 9/27 4	10/04/2019 avenida de arte: security & cr	200.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 64303:	200.00
64304	MARNLAW Sept 19	Law Office of Matthew A Marner, PLLC public defender services Sept 19 (9 cases)	10/04/2019 public defender services Sept	1,800.00
			Total for Check Number 64304:	1,800.00
64305	LUNAT 09272019	Luna, Tony avenida de arte: security & crowd control 9/27 4	10/04/2019 avenida de arte: security & cr	200.00
			Total for Check Number 64305:	200.00
64306	MCSHER OCT19PATROL	MCSO Patrol and Per Diem Billing patrol services Oct 19	10/04/2019 patrol services Oct 19	160,947.28
			Total for Check Number 64306:	160,947.28
64307	AXA 80194 80194 80194 80194 80194 80194 80194 80194 80194 80194 80194 80194 80194 80194 80194 80194 80194 80194 80194	MONY Life Insurance Company of Americ life insurance Oct 19 life insurance Oct 19	10/04/2019 life insurance Oct 19 life insurance Oct 19	2.82 2.82 4.38 5.91 0.52 4.18 6.75 7.06 2.62 0.78 49.63 23.52 0.78 3.66 1.04 12.38
			Total for Check Number 64307:	128.85
64308	MYTEK 66384 66384	Mytek Network Solutions workstation and server management Oct 19 axcient appliance rental, back up services, and fc	10/04/2019 back up of server, workstation back up of server, workstation	498.75 632.50
			Total for Check Number 64308:	1,131.25
64309	NATFIRE AM-1019157 AM-1019157 AM-1019157 FX-209207	National Fire Control % QTR billing for fire alarm monitoring % QTR billing for fire alarm monitoring % QTR billing for fire alarm monitoring fire extinguisher inspection	10/04/2019 QTR billing for fire alarm mo QTR billing for fire alarm mo QTR billing for fire alarm mo fire extinguisher inspection	29.70 30.60 29.70 44.02
			Total for Check Number 64309:	134.02
64310	PETTYC Sept 19 Sept 19 Sept 19	Petty Cash Fund, Town Hall % menudo mix % menudo mix certified letters: code enforcement	10/04/2019 petty cash disbursements Sept petty cash disbursements Sept petty cash disbursements Sept	4.55 1.51 6.85
			Total for Check Number 64310:	12.91
64311	SCHADE R7AA19292 R7AA19292	Riviera Finance % milk delivery 8/21 % milk delivery 8/21	10/04/2019 milk milk	57.34 17.12

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	33965	alarm monitoring Sept 19	alarm monitoring Sept 19	8.95
	33965	alarm monitoring Sept 19	alarm monitoring Sept 19	8.95
	33965	alarm monitoring Sept 19	alarm monitoring Sept 19	8.95
	33965	alarm monitoring Sept 19	alarm monitoring Sept 19	14.28
Total for Check Number 64317:				132.53
64318	TEWBILLS 09272019	Tempe, City of (Resident) water bills collected 9/27	10/04/2019 water bills collected 9/27	58.54
Total for Check Number 64318:				58.54
64319	TEPEYAC 10012019	Tepeyac Graphics business cards VM	10/04/2019 business cards VM	41.08
Total for Check Number 64319:				41.08
64320	UNSITE 114-9152821	United Site Services port a potty's Sept 19	10/04/2019 port a potty's Sept 19	133.11
Total for Check Number 64320:				133.11
64321	VALENC 09292019	Valencia, Carlos refund security deposit 9/29	10/04/2019 refund security deposit 9/29	150.00
Total for Check Number 64321:				150.00
64322	WAXIE 78563731 78563731 78563731 78563731 78563731 78563732 78563732 78563732 78563732 78563732 78563732 78563732 78584383	Waxie Sanitary Supply % trash bags, paper towels, and toilet paper MEF % trash bags, paper towels, and toilet paper HS % trash bags, paper towels, and toilet paper TH % trash bags, paper towels, and toilet paper PAR % trash bags, paper towels, and toilet paper MAI % trash bags TH % trash bags MERC % trash bags PARK % trash bags HS % trash bags MAINT hand soap	10/04/2019 trash bags, paper towels, and trash bags trash bags trash bags trash bags trash bags trash bags trash bags trash bags trash bags hand soap	344.97 57.50 115.00 344.99 287.49 39.10 117.28 117.29 19.55 97.74 62.98
Total for Check Number 64322:				1,603.89
64323	BARDENN 10052019	Barden, Nathan quince 10/5: security and crowd control 7 hrs	10/11/2019 quince 10/5: security and crow	350.00
Total for Check Number 64323:				350.00
64324	BOUNDTRE 83364918 83366954	Bound Tree Medical, LLC O2 bag reservoir tubs O2 valve connectors	10/11/2019 O2 bag reservoir tubs O2 valve connectors	40.59 250.55
Total for Check Number 64324:				291.14
64325	CASTORCA 10052019	Castorena, Cachi quince 10/5: security and crowd control 4 hrs	10/11/2019 quince 10/5: security and crow	200.00
Total for Check Number 64325:				200.00
64326	CINTAS 5014962957 5014962957 5014962957	Cintas Corporation refill medicine cabinet Oct 19 TH refill medicine cabinet Oct 19 % sr center refill medicine cabinet Oct 19 % sr center	10/11/2019 refill medicine cabinet Oct 19 refill medicine cabinet Oct 19 refill medicine cabinet Oct 19	39.21 20.46 18.37

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	5014962957	refill medicine cabinet Oct 19 % sr center	refill medicine cabinet Oct 19	2.92
	5014962957	refill medicine cabinet Oct 19 CAP	refill medicine cabinet Oct 19	39.44
	5014962957	refill medicine cabinet Oct 19 Maint	refill medicine cabinet Oct 19	170.34
	5014962957	refill medicine cabinet Oct 19 % Maint	refill medicine cabinet Oct 19	11.38
	5014962957	refill medicine cabinet Oct 19 % Maint	refill medicine cabinet Oct 19	11.39
			Total for Check Number 64326:	313.51
64327	CH	Clearinghouse	10/11/2019	
	10112019	PR Batch 00811.10.2019 Wage Assignment-CH	PR Batch 00811.10.2019 Wag	98.48
	10112019	PR Batch 00811.10.2019 Wage Assignment-CH	PR Batch 00811.10.2019 Wag	104.92
			Total for Check Number 64327:	203.40
64328	ELNINO	El Nino Restaurant, LLC	10/11/2019	
	10082019	Town Manager's Meeting: luncheon	Town Manager's Meeting: lun	306.08
			Total for Check Number 64328:	306.08
64329	FAITH	Faith,Ledyard, Faith	10/11/2019	
	1061409-410	general attorney services Sept 19 Town Hall	general attorney services Sept	6,173.50
	1061409-410	general attorney services Sept 19 Prosecution	general attorney services Sept	5,713.00
	1061409-410	general attorney services Sept 19 office	general attorney services Sept	36.15
	1061409-410	general attorney services Sept 19 %sr center	general attorney services Sept	33.33
	1061409-410	general attorney services Sept 19 %sr center	general attorney services Sept	33.33
	1061409-410	general attorney services Sept 19 %sr center	general attorney services Sept	33.34
			Total for Check Number 64329:	12,022.65
64330	GFFA	Guadalupe Firefighters Associa	10/11/2019	
	10112019 KF	PR Batch 00811.10.2019 Kitty Fund	PR Batch 00811.10.2019 Kitt	92.00
			Total for Check Number 64330:	92.00
64331	GFFA	Guadalupe Firefighters Associa	10/11/2019	
	10112019 UD	PR Batch 00811.10.2019 Union Dues	PR Batch 00811.10.2019 Unic	165.00
			Total for Check Number 64331:	165.00
64332	HERNACKI	Hernacki Law Office PLC	10/11/2019	
	010	judicial services 9/5-9/26/19	judicial services 9/5-9/26/19	1,705.00
			Total for Check Number 64332:	1,705.00
64333	MCHOUSIN	Housing Authority of Maricopa County	10/11/2019	
	Apt 10	rental assistance AED	rental assistance AED	950.00
			Total for Check Number 64333:	950.00
64334	J&RGRAPH	J&R Graphics and Printing	10/11/2019	
	09-16178	bond cards and envelopes	bond cards and envelopes	165.89
			Total for Check Number 64334:	165.89
64335	MCPRIS	MCSO Patrol and Per Diem Billing	10/11/2019	
	SEP19HSNG	detention services Sept 19	detention services Sept 19	3,511.92
			Total for Check Number 64335:	3,511.92
64336	NATWIDE	Nationwide Retirement Solution	10/11/2019	
	10112019	PR Batch 00811.10.2019 Nationwide (PEBSCO)	PR Batch 00811.10.2019 Nati	465.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 64336:	465.00
64337	NW-ASRS 10112019	Nationwide Retirement Solutions PR Batch 00811.10.2019 Nationwide ASRS	10/11/2019 PR Batch 00811.10.2019 Nati	121.01
			Total for Check Number 64337:	121.01
64338	OFFDEPOT 371647027-001 375024491-001 375024491-001 375024491-001 375872118-001 375931084-001 376818538-001 376819640-001	Office Depot sm tools: multifunction printer % envelopes, file folders, pens, white out, tape, t % envelopes, file folders, pens, white out, tape, t % envelopes, file folders, pens, white out, tape, t bulletin boards: bulk paper and border trim planners (6) erasable wall calendar, toner, clorox wipes, self- end-tab year labels	10/11/2019 sm tools: multifunction printe envelopes, file folders, pens, v envelopes, file folders, pens, v envelopes, file folders, pens, v bulletin boards: bulk paper an planners (6) erasable wall calendar, toner, , end-tab year labels	434.39 6.82 64.31 26.31 28.79 50.93 137.44 4.55
			Total for Check Number 64338:	753.54
64339	PADEREZG CM 2019-000048	Paderez, Gracie Ann bond refund	10/11/2019 bond refund	150.00
			Total for Check Number 64339:	150.00
64340	PALS Sept 19	Pet & Animal Lovers Service dead animal pick up Sept 19	10/11/2019 dead animal pick up Sept 19	199.50
			Total for Check Number 64340:	199.50
64341	REDDY 2030430001	Reddy Ice Corporation ice 75 units	10/11/2019 ice 75 units	133.58
			Total for Check Number 64341:	133.58
64342	RICOH 5057706784 5057706784	Ricoh USA, Inc copy overages Sept 19 copy machine maint Oct 19	10/11/2019 copy machine maint Oct 19 copy machine maint Oct 19	70.43 44.75
			Total for Check Number 64342:	115.18
64343	RUIZPATR 10042019	Ruiz, Patricia refund security deposit 10/4	10/11/2019 refund security deposit 10/4	150.00
			Total for Check Number 64343:	150.00
64344	SIMSBS 145556	Sims Business Systems copy machine maint overages Sept 19	10/11/2019 copy machine maint overages	55.01
			Total for Check Number 64344:	55.01
64345	TEPOWER 306267 306267 306471 306471	Tempe Power Equipment % bar/chain oil and green string for weed eaters % bar/chain oil and green string for weed eaters % weed killer and blue dye % weed killer and blue dye	10/11/2019 bar/chain oil and green string bar/chain oil and green string weed killer and blue dye weed killer and blue dye	42.53 42.53 190.55 190.55
			Total for Check Number 64345:	466.16
64346	TEWBILLS 10022019 10032019	Tempe, City of (Resident) water bills collected 10/2 water bills collected 10/3	10/11/2019 water bills collected 10/2 water bills collected 10/3	122.85 184.27

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	10042019	water bills collected 10/4	water bills collected 10/4	286.72
	10072019	water bills collected 10/7	water bills collected 10/7	1,260.72
	10082019	water bills collected 10/8	water bills collected 10/8	169.56
Total for Check Number 64346:				2,024.12
64347	TRINKARY 10052019	Trinka, Ryan quince 10/5: security and crowd control 7 hrs	10/11/2019 quince 10/5: security and crow	350.00
Total for Check Number 64347:				350.00
64348	URIARTEL 10022019	Uriarte, Leticia refund security deposit 10/2	10/11/2019 refund security deposit 10/2	150.00
Total for Check Number 64348:				150.00
64349	USINTERN 107-100084-0078 107-100084-0078 107-100084-0078 107-100084-0078	US Internet monthly email monitoring Oct 19 monthly email monitoring Oct 19 monthly email monitoring Oct 19 monthly email monitoring Oct 19	10/11/2019 monthly email monitoring Oc monthly email monitoring Oc monthly email monitoring Oc monthly email monitoring Oc	51.85 14.15 7.05 4.70
Total for Check Number 64349:				77.75
64350	VIAADVEN 10252019	Via Adventures, Inc casino trip 10/25	10/11/2019 casino trip 10/25	995.00
Total for Check Number 64350:				995.00
64351	WASTEM 8646745-4886-1 8646746-4886-9	Waste Management of Arizona maintenance roll off's Sept 19 63.68 tons residential roll off's Sept 19 36.02 tons	10/11/2019 maintenance roll off's Sept 19 residential roll off's Sept 19 3t	3,315.48 2,941.69
Total for Check Number 64351:				6,257.17
64352	AIGOLF 101904A	A-1 Golf Cart Leasing Inc veteran's day parade: rental of golf carts	10/25/2019 veteran's day parade: rental of	738.79
Total for Check Number 64352:				738.79
64353	AGUILARS 10092019	Aguilar, Samuel J rental assistance RM	10/25/2019 rental assistance RM	830.00
Total for Check Number 64353:				830.00
64354	AZDEPTAD 200000000522	AZ Department of Administratio open books renewal 2019	10/25/2019 open books renewal 2019	1,000.00
Total for Check Number 64354:				1,000.00
64355	CASTORCA 10172019 10202019	Castorena, Cachi movie night: security & crowd control karaoke night: security & crowd control 8.5 hrs	10/25/2019 movie night: security & crowd karaoke night: security & crow	200.00 425.00
Total for Check Number 64355:				625.00
64356	CH 10252019 10252019	Clearinghouse PR Batch 00825.10.2019 Wage Assignment-CH PR Batch 00825.10.2019 Wage Assignment-CH	10/25/2019 PR Batch 00825.10.2019 Wag PR Batch 00825.10.2019 Wag	104.92 98.48
Total for Check Number 64356:				203.40
64357	COLBY	Colby & Powell, PLC	10/25/2019	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	612108	preparation of audited financial statements	preparation of audited financi	994.00
	612108	preparation of audited financial statements	preparation of audited financi	126.50
	612108	preparation of audited financial statements	preparation of audited financi	61.00
	612108	preparation of audited financial statements	preparation of audited financi	54.00
	612108	preparation of audited financial statements	preparation of audited financi	129.50
	612108	preparation of audited financial statements	preparation of audited financi	503.50
			Total for Check Number 64357:	1,868.50
64358	DELPUEB 09182019	Del Pueblo Tire Shop tire disposal (38 tires)	10/25/2019 tire disposal (38 tires)	38.00
	10102019	neto: new tire	neto: new tire	140.00
	10112019	neto: new tires (3)	neto: new tires (3)	420.00
	10142019	Luis: new tire	Luis: new tire	85.00
			Total for Check Number 64358:	683.00
64359	EWING 8543051	Ewing Irrigation Products, Inc stott park: blue pvc cement, purple primer, nippl	10/25/2019 stott park: blue pvc cement, pi	888.03
			Total for Check Number 64359:	888.03
64360	GUADBN #19	Guadalupe Barrio Nuevo rental assistance PV	10/25/2019 rental assistance PV	458.00
			Total for Check Number 64360:	458.00
64361	GFFA 10252019 KF	Guadalupe Firefighters Associa PR Batch 00825.10.2019 Kitty Fund	10/25/2019 PR Batch 00825.10.2019 Kitt	88.00
			Total for Check Number 64361:	88.00
64362	GFFA 10252019 UD	Guadalupe Firefighters Associa PR Batch 00825.10.2019 Union Dues	10/25/2019 PR Batch 00825.10.2019 Unic	165.00
			Total for Check Number 64362:	165.00
64363	AZPPE 1411	Gulf Coast Business Credit cleaning, repair, and inspection of turnout coats :	10/25/2019 cleaning, repair, and inspectio	824.50
			Total for Check Number 64363:	824.50
64364	GUSTROSE 355352	Gust Rosefeld P.L.C. legal services Sept 19 small cell in right of way	10/25/2019 legal services Sept 19 small ce	56.20
			Total for Check Number 64364:	56.20
64365	GUZMANL 471634	Guzman Gordillo, Luis 93 truck: replace ignition switch, replace turn sig	10/25/2019 93 truck: replace ignition swit	220.00
			Total for Check Number 64365:	220.00
64366	H&EEQUIP 94763720 94778922	H & E Equipment Exchange LLC fuel cap la france: update LED lighting, repair emergency	10/25/2019 fuel cap la france: update LED lighting	168.09 4,542.50
			Total for Check Number 64366:	4,710.59
64367	LIQUID SVC0501504 SVC0501504	Liquid Environmental Solutions of AZ, LLC % clean grease trap 10/8 % clean grease trap 10/8	10/25/2019 lean grease trap 10/8 lean grease trap 10/8	30.29 30.30

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 64367:	60.59
64368	MACKLINJ 10202019	Macklin, Justin karaoke night: security & crowd control 8.5 hrs	10/25/2019 karaoke night: security & crov	425.00
			Total for Check Number 64368:	425.00
64369	MCACAC 2.2020	Maricopa Co Animal Care 2nd QTR FY 20 animal control services	10/25/2019 2nd QTR FY 20 animal contr	7,590.00
			Total for Check Number 64369:	7,590.00
64370	MCRECORE 20190785259 20190803095 20190829668	Maricopa Co Recorder's Office record mercado lease: casa de restauracion siloe lease agreement: vane's cafe lease agreement: El Nino	10/25/2019 record mercado lease: casa de lease agreement: vane's cafe lease agreement: El Nino	15.00 15.00 15.00
			Total for Check Number 64370:	45.00
64371	NATWIDE 10252019	Nationwide Retirement Solution PR Batch 00825.10.2019 Nationwide (PEBSCO)	10/25/2019 PR Batch 00825.10.2019 Nati	465.00
			Total for Check Number 64371:	465.00
64372	NW-ASRS 10252019	Nationwide Retirement Solutions PR Batch 00825.10.2019 Nationwide ASRS	10/25/2019 PR Batch 00825.10.2019 Nati	121.01
			Total for Check Number 64372:	121.01
64373	PHXDISP 400914553 400914606	City of Phoenix 2nd QTR Operation & Maint fee operation & maint fees Q2 rwc network	10/25/2019 2nd QTR Operation & Maint operation & maint fees Q2 rw	1,046.43 224.91
			Total for Check Number 64373:	1,271.34
64374	RAMIRBIA 10192019	Ramirez, Bianca refund security deposit 10/19	10/25/2019 refund security deposit 10/19	150.00
			Total for Check Number 64374:	150.00
64375	SCHADE R7AA19893 R7AA19893 R7AA19987 R7AA19987	Riviera Finance % milk % milk % milk % milk	10/25/2019 milk 10/02 milk 10/02 milk 10/9 milk 10/9	12.65 61.81 61.81 12.65
			Total for Check Number 64375:	148.92
64376	RODRANGE 10122019	Rodriguez, Angelica refund security deposit 10/12	10/25/2019 refund security deposit 10/12	150.00
			Total for Check Number 64376:	150.00
64377	RUTLEDGE 10122019	Rutledge, Adam security and crowd control 10/12 9.5 hrs	10/25/2019 security and crowd control 10.	475.00
			Total for Check Number 64377:	475.00
64378	SRP999 175-140-005 463-718-004 985-808-005	Salt River Project utility assistance RLF utility assistance ST utility assistance EK II	10/25/2019 utility assistance RLF utility assistance ST utility assistance EK II	500.00 500.00 500.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 64378:	1,500.00
64379	SHAMROCK 19913624	Shamrock Foods Company % lentils, mandarin oranges, pineapples, rice, gr	10/25/2019 food, kitchen, and janitorial su	827.41
	19913624	% lentils, mandarin oranges, pineapples, rice, gr	food, kitchen, and janitorial su	169.47
	19913624	% sanitizer and clorox wipes	food, kitchen, and janitorial su	65.55
	19913624	% sanitizer and clorox wipes	food, kitchen, and janitorial su	17.35
	19913624	% sanitizer and clorox wipes	food, kitchen, and janitorial su	109.90
	19913624	% storage bags, rice bowls, cups, cutlery, and lid	food, kitchen, and janitorial su	96.50
	19913624	% storage bags, rice bowls, cups, cutlery, and lid	food, kitchen, and janitorial su	86.65
	19913624	% storage bags, rice bowls, cups, cutlery, and lid	food, kitchen, and janitorial su	13.79
			Total for Check Number 64379:	1,386.62
64380	TSLEARN TSINV0000032060	Target Solutions Learning, LLC maintenance fee and membership platform FY 20	10/25/2019 maintenance fee and members	2,070.00
			Total for Check Number 64380:	2,070.00
64381	TAVENAT 10312019	Tavena, Tony dj for halloween party (10/31/19)	10/25/2019 dj for halloween party (10/31/	125.00
			Total for Check Number 64381:	125.00
64382	TEPOWER 306472	Tempe Power Equipment pressure washer: replace fuel tank, spark plugs, a	10/25/2019 pressure washer: replace fuel t	141.15
	306737	pressure washer	pressure washer and weed kill	908.05
	306737	weed killer	pressure washer and weed kill	125.40
	307141	% mower: 2 new tires	mower: 2 new tires	91.25
	307141	% mower: 2 new tires	mower: 2 new tires	91.24
			Total for Check Number 64382:	1,357.09
64383	TESTLUKE Sept 19	Tempe St Luke's Hospital pharmacy charges Sept 19	10/25/2019 pharmacy charges Sept 19	252.71
			Total for Check Number 64383:	252.71
64384	TEWBILLS 10102019	Tempe, City of (Resident) water bills collected 10/10	10/25/2019 water bills collected 10/10	349.70
	10142019	water bills collected 10/14	water bills collected 10/14	162.26
	10162019	water bills collected 10/16	water bills collected 10/16	120.00
	10172019	water bills collected 10/17	water bills collected 10/17	389.51
	10182019	water bills collected 10/18	water bills collected 10/18	62.04
	10212019	water bills collected 10/21	water bills collected 10/21	268.51
	10222019	water bills collected 10/22	water bills collected 10/22	61.73
			Total for Check Number 64384:	1,413.75
64385	TRINKARY 10122019	Trinka, Ryan security and crowd control 10/12 9.5 hrs	10/25/2019 security and crowd control 10.	475.00
			Total for Check Number 64385:	475.00
64386	UNSITE 114-9288256	United Site Services port a potty Oct 19	10/25/2019 port a potty Oct 19	133.11
			Total for Check Number 64386:	133.11
64387	VINCON 1-19-314F	Vincon Engineering Construction, LLC sidewalk repair Oct 19	10/25/2019 sidewalk repair Oct 19	11,805.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 64387:	11,805.75
10201901	AFLAC Oct 19	AFLAC supplemental insurance Oct 19	10/31/2019 supplemental insurance Oct 19	391.30
			Total for Check Number 10201901:	391.30
10201902	ALLSTREA	Allstream	10/31/2019	
	16383021	local telephone service Sept 19	local telephone service Sept 19	79.84
	16383021	local telephone service Sept 19	local telephone service Sept 19	57.66
	16383021	local telephone service Sept 19	local telephone service Sept 19	53.21
	16383021	local telephone service Sept 19	local telephone service Sept 19	79.81
	16383021	local telephone service Sept 19	local telephone service Sept 19	13.30
	16383021	local telephone service Sept 19	local telephone service Sept 19	30.89
	16383021	local telephone service Sept 19	local telephone service Sept 19	13.30
	16383021	local telephone service Sept 19	local telephone service Sept 19	40.23
	16383021	local telephone service Sept 19	local telephone service Sept 19	13.30
	16383021	local telephone service Sept 19	local telephone service Sept 19	13.30
	16383021	local telephone service Sept 19	local telephone service Sept 19	26.60
	16383021	local telephone service Sept 19	local telephone service Sept 19	26.60
	16383021	local telephone service Sept 19	local telephone service Sept 19	67.15
	16383021	local telephone service Sept 19	local telephone service Sept 19	26.60
	16383021	local telephone service Sept 19	local telephone service Sept 19	93.11
	16383021	local telephone service Sept 19	local telephone service Sept 19	247.21
	16383021	local telephone service Sept 19	local telephone service Sept 19	8.71
			Total for Check Number 10201902:	890.82
10201903	AZDOR Sept 19 Sept 19 Sept 19	AZ Department of Revenue public surplus sales Sept 19 adj to bal Sept 19 mercado sales tax Sept 19	10/31/2019 sales tax Sept 19 sales tax Sept 19 sales tax Sept 19	13.05 -0.02 600.48
			Total for Check Number 10201903:	613.51
10201904	AZSRS	AZ State Retirement System	10/31/2019	
	09272019	PR Batch 00827.09.2019 Long Term Disability	PR Batch 00827.09.2019 AZ :	36.28
	09272019	PR Batch 00827.09.2019 Long Term Disability I	PR Batch 00827.09.2019 AZ :	36.28
	09272019	PR Batch 00827.09.2019 Retirement-ASRS	PR Batch 00827.09.2019 AZ :	2,547.94
	09272019	PR Batch 00827.09.2019 Retirement-ASRS-Emj	PR Batch 00827.09.2019 AZ :	2,547.94
	09272019	PR Batch 00827.09.2019 Alternate Contribution	PR Batch 00827.09.2019 AZ :	551.74
	10112019	PR Batch 00811.10.2019 Alternate Contribution	PR Batch 00811.10.2019 AZ :	556.01
	10112019	PR Batch 00811.10.2019 Long Term Disability	PR Batch 00811.10.2019 AZ :	35.14
	10112019	PR Batch 00811.10.2019 Long Term Disability I	PR Batch 00811.10.2019 AZ :	35.14
	10112019	PR Batch 00811.10.2019 Retirement-ASRS	PR Batch 00811.10.2019 AZ :	2,467.51
	10112019	PR Batch 00811.10.2019 Retirement-ASRS-Emj	PR Batch 00811.10.2019 AZ :	2,467.51
	10252019	PR Batch 00825.10.2019 Long Term Disability	PR Batch 00825.10.2019 AZ :	35.41
	10252019	PR Batch 00825.10.2019 Long Term Disability I	PR Batch 00825.10.2019 AZ :	35.41
	10252019	PR Batch 00825.10.2019 Retirement-ASRS	PR Batch 00825.10.2019 AZ :	2,486.26
	10252019	PR Batch 00825.10.2019 Retirement-ASRS-Emj	PR Batch 00825.10.2019 AZ :	2,486.26
	10252019	PR Batch 00825.10.2019 Alternate Contribution	PR Batch 00825.10.2019 AZ :	440.09
			Total for Check Number 10201904:	16,764.92
10201905	BLUECBS Oct 19 Oct 19 Oct 19 Oct 19 Oct 19	Blue Cross/Blue Shield of AZ health insurance Oct 19 health insurance Oct 19 health insurance Oct 19 health insurance Oct 19 health insurance Oct 19	10/31/2019 health insurance Oct 19 health insurance Oct 19 health insurance Oct 19 health insurance Oct 19 health insurance Oct 19	769.69 1,591.89 1,058.14 397.72 115.45

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
		health insurance Oct 19	health insurance Oct 19	3,334.59
		health insurance Oct 19	health insurance Oct 19	1,731.81
		health insurance Oct 19	health insurance Oct 19	115.45
		health insurance Oct 19	health insurance Oct 19	153.94
		health insurance Oct 19	health insurance Oct 19	159.08
		health insurance Oct 19	health insurance Oct 19	1,542.08
		health insurance Oct 19	health insurance Oct 19	429.02
		health insurance Oct 19	health insurance Oct 19	429.02
		health insurance Oct 19	health insurance Oct 19	667.64
		health insurance Oct 19	health insurance Oct 19	869.75
		health insurance Oct 19	health insurance Oct 19	79.54
		health insurance Oct 19	health insurance Oct 19	850.32
		health insurance Oct 19 ee dep	health insurance Oct 19	1,278.60
		health insurance Oct 19 ee	health insurance Oct 19	311.12
Total for Check Number 10201905:				15,884.85
10201906	CENTURY	Centurylink	10/31/2019	
	Sept 19 FF	dedicated line Sept 19	dedicated line Sept 19	85.29
	Sept 19 TH	alarm pad Sept 19	alarm pad Sept 19	55.55
Total for Check Number 10201906:				140.84
10201907	CHASE	Chase Bank	10/31/2019	
	Sept 19 BC	bank fees Sept 19	bank fees Sept 19	247.72
	Sept 19 CT 1	credit card machine fees Sept 19 CT 1	credit card machine fees Sept	36.02
	Sept 19 CT 2	credit card machine fees Sept 19 CT 2	credit card machine fees Sept	38.70
	Sept 19 TH	credit card machine fees Sept 19 TH	credit card machine fees Sept	86.10
Total for Check Number 10201907:				408.54
10201908	CHASEMC	Chase Card Services	10/31/2019	
	Sept 19	O2 rental cylinder	credit card purchases Sept 19	33.81
	Sept 19	% flour tortillas, lettuce, corn tortillas, green onio	credit card purchases Sept 19	214.77
	Sept 19	% flour tortillas, lettuce, corn tortillas, green onio	credit card purchases Sept 19	68.65
	Sept 19	training JS: public relations	credit card purchases Sept 19	20.00
	Sept 19	office supplies: freezer bags, t-shirt bags, and sna	credit card purchases Sept 19	145.94
	Sept 19	emergency food boxes: flour, powdered sugar, pi	credit card purchases Sept 19	835.81
	Sept 19	sm tools: pinking shears, 5 layer blade scissors, z	credit card purchases Sept 19	165.74
	Sept 19	tips, delivery fees, and service fees	credit card purchases Sept 19	95.43
	Sept 19	personal purchase	credit card purchases Sept 19	74.05
	Sept 19	gift cards, potted plants, austin snack crackers, n	credit card purchases Sept 19	780.80
	Sept 19	b242: winch repair	credit card purchases Sept 19	215.94
	Sept 19	microwave, mini electric mix, mic muff, desktop	credit card purchases Sept 19	372.80
	Sept 19	MPR: strip and wax floor	credit card purchases Sept 19	1,410.75
	Sept 19	MPR window privacy film	credit card purchases Sept 19	28.46
	Sept 19	vacuum cleaner and disposable bags	credit card purchases Sept 19	195.55
	Sept 19	hydration station: ice	credit card purchases Sept 19	83.73
	Sept 19	spooktacular: halloween resealable plastic treat b	credit card purchases Sept 19	59.13
	Sept 19	Avenida de Arte: glue	credit card purchases Sept 19	24.53
	Sept 19	janitorial: bucket and side wringer, swiffer refills	credit card purchases Sept 19	115.15
	Sept 19	homeless bags: cracker variety packs, trail mix, j	credit card purchases Sept 19	184.05
	Sept 19	instacart membership fee	credit card purchases Sept 19	99.00
	Sept 19	upright freezer	credit card purchases Sept 19	971.93
	Sept 19	seat cover, steering wheel cover, and drink holde	credit card purchases Sept 19	70.56
	Sept 19	sympathy card and flowers for funeral	credit card purchases Sept 19	127.58
	Sept 19	% maint: ipad	credit card purchases Sept 19	143.82
	Sept 19	% maint: ipad	credit card purchases Sept 19	143.82
	Sept 19	% maint: ipad and otterbox case	credit card purchases Sept 19	179.93
	Sept 19	% maint: ipad	credit card purchases Sept 19	143.82

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10201908:	7,005.55
10201909	COX	Cox Communications, Inc	10/31/2019	
	Oct 19 FF	internet access Oct 19 FF	internet access Oct 19 FF	82.80
	Oct 19 SC	hd tv service Oct 19 SC	hd tv service Oct 19 SC	31.10
	Oct 19 TH	internet service Oct 19 TH	internet service Oct 19 TH	79.00
			Total for Check Number 10201909:	192.90
10201910	AZDES	DES - Unemployment Tax	10/31/2019	
	07052019	PR Batch 00805.07.2019 Unemployment Town 1	PR Batch 00805.07.2019 Une	126.54
	07192019	PR Batch 00819.07.2019 Unemployment Town 1	PR Batch 00819.07.2019 Une	168.83
	08022019	PR Batch 00802.08.2019 Unemployment Town 1	PR Batch 00802.08.2019 Une	80.22
	08162019	PR Batch 00816.08.2019 Unemployment Town 1	PR Batch 00816.08.2019 Une	81.45
	08302019	PR Batch 00830.08.2019 Unemployment Town 1	PR Batch 00830.08.2019 Une	56.33
	09132019	PR Batch 00813.09.2019 Unemployment Town 1	PR Batch 00813.09.2019 Une	53.96
	09272019	PR Batch 00827.09.2019 Unemployment Town 1	PR Batch 00827.09.2019 Une	42.72
	Q3 2019	adj to bal Q3 2019	adj to bal Q3 2019	-0.02
	Q3 2019	adj to bal Q3 2019	adj to bal Q3 2019	-0.05
	Q3 2019	adj to bal Q3 2019	adj to bal Q3 2019	-0.04
	Q3 2019	adj to bal Q3 2019	adj to bal Q3 2019	-0.15
			Total for Check Number 10201910:	609.79
10201911	GENUINE	Genuine Parts Co	10/31/2019	
	4851-037269	air compressor repair: adapters, couplers, fittings	adapters, couplers, fittings, ho	37.06
	4851-037269	general: windshield wiper fluid	adapters, couplers, fittings, ho	6.46
	4851-038652	wheel charger	wheel charger	486.44
			Total for Check Number 10201911:	529.96
10201912	METLIFE	Metropolitan Life Ins Co	10/31/2019	
	Oct 19	dental insurance Oct 19	dental insurance Oct 19	16.62
	Oct 19	dental insurance Oct 19	dental insurance Oct 19	25.58
	Oct 19	dental insurance Oct 19	dental insurance Oct 19	33.55
	Oct 19	dental insurance Oct 19	dental insurance Oct 19	2.77
	Oct 19	dental insurance Oct 19	dental insurance Oct 19	5.54
	Oct 19	dental insurance Oct 19	dental insurance Oct 19	5.98
	Oct 19	dental insurance Oct 19	dental insurance Oct 19	36.92
	Oct 19	dental insurance Oct 19	dental insurance Oct 19	36.75
	Oct 19	dental insurance Oct 19	dental insurance Oct 19	13.84
	Oct 19	dental insurance Oct 19	dental insurance Oct 19	4.15
	Oct 19	dental insurance Oct 19	dental insurance Oct 19	132.28
	Oct 19	dental insurance Oct 19	dental insurance Oct 19	62.25
	Oct 19	dental insurance Oct 19	dental insurance Oct 19	4.15
	Oct 19	dental insurance Oct 19	dental insurance Oct 19	16.61
	Oct 19	dental insurance Oct 19	dental insurance Oct 19	24.29
	Oct 19	dental insurance Oct 19 ee dep	dental insurance Oct 19	278.69
	Oct 19	dental insurance Oct 19	dental insurance Oct 19	57.45
			Total for Check Number 10201912:	757.42
10201913	PRTAXF	PAYROLL TAXES-FEDERAL	10/31/2019	
	10112019	FICA Tax: 10/11 payroll	fed taxes: 10/11 payroll	6,575.28
	10112019	Medicare Tax: 10/11 payroll	fed taxes: 10/11 payroll	1,537.76
	10112019	Federal Tax: 10/11 payroll	fed taxes: 10/11 payroll	3,823.88
	10252019	Federal Tax: 10/25 payroll	fed taxes: 10/25 payroll	3,956.29
	10252019	FICA Tax: 10/25 payroll	fed taxes: 10/25 payroll	7,332.66
	10252019	Medicare Tax: 10/25 payroll	fed taxes: 10/25 payroll	1,714.82
	QTR 3 FY 20	adj to balance QTR 3 FY 20	adj to balance QTR 3 FY 20	70.88

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10201913:	25,011.57
10201914	PRTAXS	PAYROLL TAXES-STATE	10/31/2019	
	10112019	State Tax: 10/11 payroll	state taxes: 10/11 payroll	1,481.51
	10252019	State Tax: 10/25 payroll	state tax: 10/25 payroll	1,652.98
			Total for Check Number 10201914:	3,134.49
10201915	PSPRS	Public Safety Personnel Retire	10/31/2019	
	09272019	LESS FIRE INSURANCE PREMIUM TAX CR	PR Batch 00827.09.2019 Reti	-201.64
	09272019	PR Batch 00827.09.2019 Retirement-PSPRS	PR Batch 00827.09.2019 Reti	1,811.76
	09272019	PR Batch 00827.09.2019 Retirement-PSPRS-Enr	PR Batch 00827.09.2019 Reti	7,741.21
	10112019	LESS FIRE INSURANCE PREMIUM TAX CR	PR Batch 00811.10.2019 Reti	-201.64
	10112019	PR Batch 00811.10.2019 Retirement-PSPRS	PR Batch 00811.10.2019 Reti	1,531.61
	10112019	PR Batch 00811.10.2019 Retirement-PSPRS-Enr	PR Batch 00811.10.2019 Reti	6,555.39
	10252019	PR Batch 00825.10.2019 Retirement-PSPRS-Enr	PR Batch 00825.10.2019 Reti	7,351.11
	10252019	LESS FIRE INSURANCE PREMIUM TAX CR	PR Batch 00825.10.2019 Reti	-201.64
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			Total for Check Number 10201915:	26,120.68
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	Sept 19	utility: electricity Sept 19 ret basin @ pitaya	utility: electricity Sept 19	30.65
	Sept 19	utility: electricity Sept 19 stott park	utility: electricity Sept 19	615.37
	Sept 19	utility: electricity Sept 19 straw bale house: main	utility: electricity Sept 19	229.76
	Sept 19	utility: electricity Sept 19 stott park restrooms	utility: electricity Sept 19	38.03
	Sept 19	utility: electricity Sept 19 mercado security light:	utility: electricity Sept 19	240.93
	Sept 19	utility: electricity Sept 19 street lights	utility: electricity Sept 19	324.76
	Sept 19	utility: electricity Sept 19 fire security lights	utility: electricity Sept 19	16.89
	Sept 19	utility: electricity Sept 19 biehn park lights	utility: electricity Sept 19	488.25
	Sept 19	utility: electricity Sept 19 biehn park restrooms	utility: electricity Sept 19	31.59
	Sept 19	utility: electricity Sept 19 sprinklers @ street	utility: electricity Sept 19	30.65
	Sept 19	utility: electricity Sept 19 marquee	utility: electricity Sept 19	104.25
	Sept 19	utility: electricity Sept 19 cemetery	utility: electricity Sept 19	32.01
	Sept 19	utility: electricity Sept 19 security/street lights @	utility: electricity Sept 19	246.47
	Sept 19	utility: electricity Sept 19 fire dept	utility: electricity Sept 19	581.11
	Sept 19	utility: electricity Sept 19 % sr center	utility: electricity Sept 19	410.50
	Sept 19	utility: electricity Sept 19 % sr center	utility: electricity Sept 19	102.63
	Sept 19	utility: electricity Sept 19 % sr center	utility: electricity Sept 19	513.13
	Sept 19	utility: electricity Sept 19 Headstart	utility: electricity Sept 19	877.75
	Sept 19	utility: electricity Sept 19 ret basin @ vauo nawi	utility: electricity Sept 19	31.48
	Sept 19	utility: electricity Sept 19 mercado	utility: electricity Sept 19	5,490.68
	Sept 19	utility: electricity Sept 19 maint yd	utility: electricity Sept 19	151.15
	Sept 19	utility: electricity Sept 19 sewer metering station	utility: electricity Sept 19	32.41
	Sept 19	utility: electricity Sept 19 ret basin @ guadalupe	utility: electricity Sept 19	31.48
	Sept 19	utility: electricity Sept 19 block house	utility: electricity Sept 19	22.06
	Sept 19	utility: electricity Sept 19 TH	utility: electricity Sept 19	1,750.81
	Sept 19	utility: electricity Sept 19 Library	utility: electricity Sept 19	600.28
	Sept 19	utility: electricity Sept 19 CAP	utility: electricity Sept 19	150.07
			Total for Check Number 10201916:	13,175.15
10201917	SRP1278	Salt River Project	10/31/2019	
	Sept 19	street lights and/or traffic signals Sept 19	street lights and/or traffic sign	2,399.40
			Total for Check Number 10201917:	2,399.40
10201918	SWGAS	Southwest Gas Corp	10/31/2019	
	Sept 19	utility: natural gas Sept 19 % sr center	utility: natural gas Sept 19	5.24
	Sept 19	utility: natural gas Sept 19 % sr center	utility: natural gas Sept 19	26.19

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Sept 19	utility: natural gas Sept 19 Headstart	utility: natural gas Sept 19	44.80
	Sept 19	utility: natural gas Sept 19 % sr center	utility: natural gas Sept 19	20.96
Total for Check Number 10201918:				97.19
10201919	TEBLDGS	Tempe, City of	10/31/2019	
	01642 Sept 19	utility: water Sept 19 AdY street trees	utility: water Sept 19 AdY str	12.68
	21442 Sept 19	utility: water Sept 19 maint yd	utility: water Sept 19 maint yc	82.31
	28842 Sept 19	utility: water Sept 19 comm refuse % sr center	utility: water Sept 19 sr center	29.05
	28842 Sept 19	utility: water Sept 19 comm refuse % sr center	utility: water Sept 19 sr center	7.26
	28842 Sept 19	utility: water Sept 19 comm refuse % sr center	utility: water Sept 19 sr center	36.32
	28842 Sept 19	utility: water Sept 19 headstart	utility: water Sept 19 sr center	122.10
	28842 Sept 19	utility: water Sept 19 % sr center	utility: water Sept 19 sr center	71.38
	28842 Sept 19	utility: water Sept 19 % sr center	utility: water Sept 19 sr center	14.29
	28842 Sept 19	utility: water Sept 19 % sr center	utility: water Sept 19 sr center	57.08
	30103 Sept 19	utility: water Sept 19 HS comm refuse	utility: water Sept 19 TH irrig	81.09
	30103 Sept 19	utility: water Sept 19 TH irrigation	utility: water Sept 19 TH irrig	2,036.22
	30103 Sept 19	utility: water Sept 19 TH comm refuse	utility: water Sept 19 TH irrig	27.03
	30103 Sept 19	utility: water Sept 19 CAP comm refuse	utility: water Sept 19 TH irrig	27.03
	30103 Sept 19	utility: water Sept 19 library comm refuse	utility: water Sept 19 TH irrig	27.03
	40103 Sept 19	utility: water Sept 19 CAP	utility: water Sept 19 TH	18.38
	40103 Sept 19	utility: water Sept 19 Library	utility: water Sept 19 TH	55.14
	40103 Sept 19	utility: water Sept 19 TH	utility: water Sept 19 TH	110.29
	43524 Sept 19	utility: water Sept 19 hydrant meter	utility: water Sept 19 hydrant	90.12
	53814 Aug 19	utility: water Aug 19 basin @ vauo nawi	utility: water Aug 19 basin @	1,217.79
	61814 Aug 19	utility: water Aug 19 basin @ stott park	utility: water Aug 19 basin @	2,756.73
	6891752458Sept19	utility: water Sept 19 botanical garden	utility: water Sept 19 botanica	201.98
	70212 Sept 19	utility: water Sept 19 biehn park sprinklers 1	utility: water Sept 19 biehn pa	565.85
	70255 Sept 19	utility: water Sept 19 stott park restrooms	utility: water Sept 19 stott par	75.56
	73212 Sept 19	utility: water Sept 19 Fire dept	utility: water Sept 19 Fire dep	248.46
	79822 Sept 19	utility: water Sept 19 cemetery	utility: water Sept 19 cemetery	115.21
	80212 Sept 19	utility: water Sept 19 biehn park sprinklers 2	utility: water Sept 19 biehn pa	910.22
	80814 Aug 19	utility: water Aug 19 basin @ guadalupe	utility: water Aug 19 basin @	2,365.25
	83403 Sept 19	utility: water Sept 19 stott landcape	utility: water Sept 19 stott lan	226.76
	86272 Sept 19	utility: water Sept 19 mini park @ juve's	utility: water Sept 19 mini par	12.68
	88103 Sept 19	utility: water Sept 19 basin @ pitaya	utility: water Sept 19 basin @	116.66
	88992 Sept 19	utility: water Sept 19 irrigation	utility: water Sept 19 irrigatio	100.70
	98252 Sept 19	utility: water Sept 19 mercado comm refuse	utility: water Sept 19 mercado	454.45
	98252 Sept 19	utility: water Sept 19 mercado	utility: water Sept 19 mercado	778.13
Total for Check Number 10201919:				13,051.23
10201920	VERIZON	Verizon Wireless	10/31/2019	
	9837442525	local cell phone use Aug 19	local cell phone use Aug 19	104.21
	Sept 19	data usage Sept 19	cell phone & data usage Sept	58.29
	Sept 19	cell phone usage Sept 19	cell phone & data usage Sept	104.12
Total for Check Number 10201920:				266.62
10201921	WEX	WEX Bank	10/31/2019	
	61554866	gas purchases Sept 19 Maint	gas purchases Sept 19	1,061.56
	61554866	gas purchases Sept 19 % sr center @ 25%	gas purchases Sept 19	46.38
	61554866	gas purchases Sept 19 % sr center @ 75%	gas purchases Sept 19	139.16
	61554866	rebate Sept 19	gas purchases Sept 19	-8.11
	61554866	gas purchases Sept 19 Fire	gas purchases Sept 19	1,407.44
Total for Check Number 10201921:				2,646.43

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
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Report Total (116 checks):

429,460.94

Town of Guadalupe Wastewater Collection System Assessment

Project No.: 1016084.07

October 2019



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Engineering®**

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J. Vince Gibbons

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I. Introduction

The operation and maintenance of a Wastewater Collection System (WCS) is crucial to the health and safety of the general public. The Town of Guadalupe (Town) contracted with Dibble Engineering (Dibble) to conduct a condition assessment of their WCS that includes sanitary sewer mainline pipe, access manholes, and cleanouts. The condition assessment followed National Association of Sanitary Sewer Companies (NASSCO) Pipeline Assessment Certification Program (PACP) coding and grading procedures. This report includes the condition assessment findings, along with recommendations for sanitary sewer pipe and access manhole rehabilitation for the Town's WCS over a 5-year period.

Work included identification of the Town's WCS assets and incorporating the features into a Geographic Information System (GIS) geodatabase. The Town's WCS consists of 199 access manholes, 20 cleanouts, and 60,936 linear feet of pipe ranging in size from 8-inch to 18-inch, refer to Table 1 & Table 2. An aerial map shown on page 2 depicts the location of the assets identified.

Table 1 – WCS Pipe Assets

Pipe Diameter (in)	No. of Pipe Segments	Total Length (ft)
8	186	51,103
12	11	3,089
18	22	6,744
Total=		60,936

Table 2 – WCS Access Assets

Type	Access Diameter (in)	Quantity
Cleanout	6	20
Manhole	48	171
Manhole	60	28

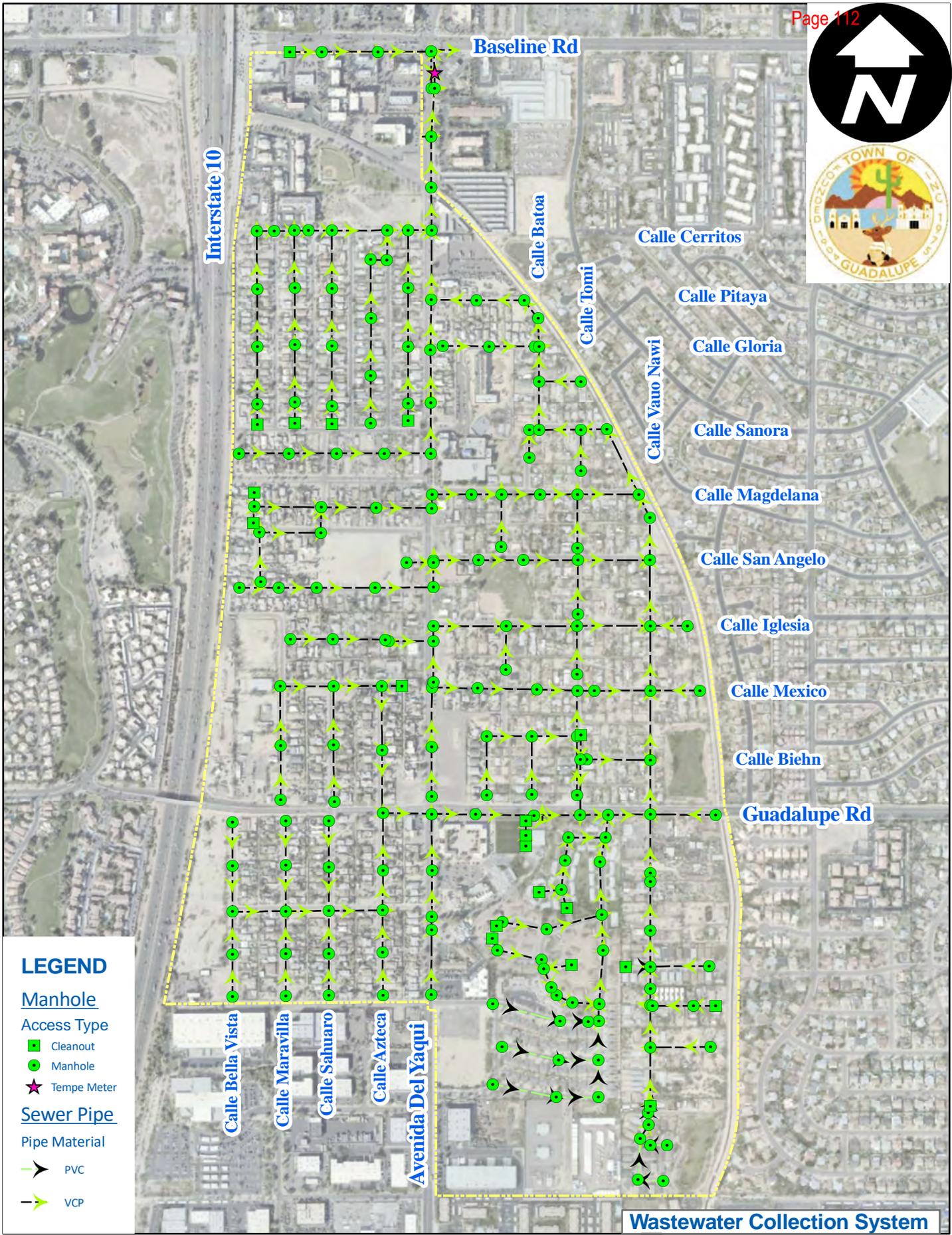
The Town's WCS discharges sanitary sewer flow at a single point into the City of Tempe's WCS. Flow quantities are measured at a meter located behind the sidewalk at 1435 W. Baseline Road.

As part of the GIS geodatabase creation, specific information was developed for each sanitary sewer pipe, access manhole, and cleanout and each were assigned a unique identification number.

Manhole identification numbers were obtained from existing Town As-built (AB) drawings completed by others, refer to *Table 3* as an example.

Table 3 - Manhole GIS Attribute Example

AssetID	MANHOLE_ID	UNIT_TYPE	DIAMETER	MATERIAL	OPENING	AB_DATE
CO007	COG-1	CLEANOUT	6	VCP	6	11/15/1978
MH091	B8-2	MANHOLE	48	Concrete	24	11/15/1978
MH189	JC-1	MANHOLE	60	Concrete	30	11/15/1978



LEGEND

Manhole

Access Type

- Cleanout
- Manhole
- Tempe Meter

Sewer Pipe

Pipe Material

- PVC
- VCP

Wastewater Collection System

Sanitary sewer pipe segments were assigned a unique identification number consisting of upstream and downstream manhole ID separated by an underscore, refer to *Table 4* as an example.

Table 4 - Sanitary Sewer Pipe GIS Attribute Example

AssetID	PIPE_ID	UPSTREAM_MH	DOWNSTREAM_MH	UNIT_TYPE	DIAMETER	PIPE_TYPE	AB_DATE
SS063	B-11_B-10	B-11	B-10	SS	8	VCP	11/15/1978
SS068	B-6_B-5	B-6	B-5	SS	12	VCP	11/15/1978
SS001	A-24_A-23	A-24	A-23	SS	18	VCP	11/15/1978

II. Pipeline Condition Assessment

A. Condition Assessment

As the first step of the assessment, field visits were conducted to physically locate all access manholes and mark the manhole ID number on each manhole. The second step of the assessment was to clean all the sanitary sewer pipe segments utilizing a hydro-blast jetter and vacuor truck to remove dislodged debris. Cleaning operations consisted of up to 3 passes with the jetter. The third step was to CCTV video all the cleaned pipe segments, and then using the resulting videos for conducting viewing inspections and determining assessment designations.

Assessment of sanitary sewer pipe condition was conducted according to NASSCO PACP pipe condition grading system. The NASSCO PACP condition grading system assigns standardized codes for feature defects observed during CCTV video inspection. Defects observed within the interior of the pipe are assigned a score from 1 to 5, with 5 being extremely poor condition. The various defect scores for each pipe segment are used to determine the overall condition of the pipe segment and the recommended time frame for rehabilitation, refer to *Table 5*.

Table 5 - NASSCO Pipe Condition Grades

General Grade	General Condition	Condition Definition	Recommendation
5	Extremely Poor	Most Significant Defect requiring immediate attention	Rehabilitate within 2 years
4	Poor	Significant Defects	Rehabilitate within 2-4 years
3	Fair	Moderate Defects	Re-inspect 5-7 years
2	Good	Minor to Moderate Defects	Re-inspect in 10 years
1	Excellent	Minor defect	Re-inspect in 10 years

Observed defects are categorized into three areas: structural, operation and maintenance (O&M), and construction features as follows:

1. Structural Defects

Structural category defects are those defects identifying physical damage to the strength of the pipe material. Structural defective pipe generally requires some level of construction repair to resolve. The type and quantity of structural defects observed within the Town's WCS is shown in *Table 6*.

Table 6 - Structural Defects Observed

Defect Code	Description	Grade	Quantity*
XP	Collapse Pipe	5	1
BSV	Broken Soil Visible	5	5
HSV	Hole Soil Visible	5	5
FM	Fracture Multiple	4	17
H	Hole	4	2
JOL	Joint Offset Large	4	2
JSL	Joint Separation Large	4	2
RPPD	Repair Point Patch Defective	4	1
B	Broken	3	2
CM	Crack Multiple	3	1
FL	Fracture Longitudinal	3	6
JOM	Joint Offset Medium	3	2
JSM	Joint Separation Medium	3	4
LFD	Liner Feature Detached	3	1
CL	Crack Longitudinal	2	12
FC	Fracture Circumferential	2	15
CC	Crack Circumferential	1	3
Total =			81

*Number of observed occurrences

As noted above, grade 5 defects observed within the Town's WCS included Collapse Pipe (XP), Broken Soil Visible (BSV) and Hole Soil Visible (HSV), refer to *Figure 1*, *Figure 2*, and *Figure 3*.

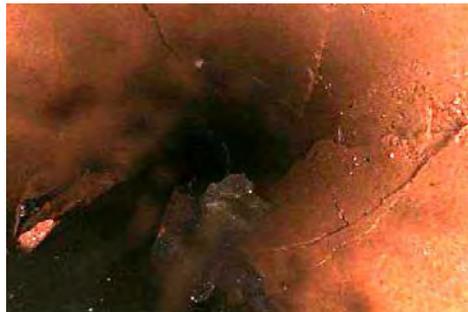


Figure 1 - Collapse Pipe (XP) Defect



Figure 2 - Broken Soil Visible (BSV) Defect



Figure 3 - Hole Soil Visible (HSV) Defect

The condition assessment identified 10 pipe segments with grade 5 defects and 24 pipe segments with grade 4 defects.

2. Operation & Maintenance Defects

O&M category defects are interior pipe conditions that effect the operation of the pipe by restricting flow to various degrees and in some instances block the flow completely. O&M defect issues can be repaired through typical preventative maintenance procedures such as cleaning with a hydro jetter to remove the debris. It should be noted that multiple cleaning operations to prevent O&M defects can lead to increased rate of pipe structural deterioration and should be monitored closely. The type and quantity of O&M defects observed is shown in *Table 7*.

Table 7 - O&M Defects Observed

Defect Code	Description	Grade	% of Pipe Blocked	Quantity
DNZ	Deposits ingress Settled	5	> 30	1
DSC	Deposits Settled Compact	5	> 30	5
DSZ	Deposits Settled Other	5	> 30	24
RBB	Root Ball Barrell	5	> 50	1
DSZ	Deposits Settled Other	4	20 ≤ 30	22
RBJ	Root Ball Joint	4	> 50	3
RBL	Root Ball Lateral	4	> 50	13
DSC	Deposits Settled Compact	3	10 ≤ 20	4
DSZ	Deposits Settled Other	3	10 ≤ 20	19
RML	Root Medium Lateral	3	15 ≤ 50	12
RMJ	Root Medium Joint	3	15 ≤ 50	17
DAE	Deposits Attachment Encrustation	2	≤ 10	19
DSGV	Deposits Settled Gravel	2	≤ 10	37
DSZ	Deposits Settled Other	2	≤ 10	19
RFB	Root Fine Barrell	1	≤ 15	1
RFC	Root Fine Connection	1	≤ 15	7
RFJ	Root Fine Joint	1	≤ 15	88
RFL	Root Fine Lateral	1	≤ 15	12
VC	Vermin Cockroach	1		1029

Figures 4 through 7 show typical grade 5 O&M defects observed within the Town's WCS.



Figure 4 - Deposits ingress Settled (DNZ) Defect



Figure 5 - Deposits Settled Compact (DSC) Defect



Figure 6 - Deposits Settled Other (DSZ) Defect



Figure 7 - Root Ball Barrell (RBB) Defect

These grade 5 defects typically require heavy cleaning by mechanical measures using a carbide saw or chain flail knocker and multiple passes with the hydro-blast jetter.

3. Construction Features

Construction features category of defects is used to identify various defects associated with the methods used to construct and connect pipes. Construction features include improperly installed service laterals (Taps), pipe joint construction, and pipe condition at access manholes. Construction feature defects have both structural and O&M grades assigned to them. The type and quantity of Construction Features defects observed is shown in *Table 8*.

Table 8 - Construction Features Defects Observed

Defect Code	Description	Grade	Category	% of Pipe Blocked	Quantity
TBD	Tap Break-in Defective	4	Structural		25
TFD	Tap Factory Defective	3	Structural		106
TBI	Tap Break-in Intruding	5	O&M	>30	10
TBI	Tap Break-in Intruding	4	O&M	$20 \leq 30$	7
TBI	Tap Break-in Intruding	3	O&M	$10 \leq 20$	10
TBI	Tap Break-in Intruding	2	O&M	≤ 10	5
TFI	Tap Factory Intruding	1	O&M		1
TB	Tap Break-In	1	Construction		31
TBA	Tap Break-In Active	1	Construction		40
TF	Tap Factory	1	Construction		506
TFA	Tap Factory Active	1	Construction		496
TFB	Tap Factory abandoned	1	Construction		6
TFC	Tap Factory Capped	1	Construction		12

There were several intruding service taps observed within the Town's WCS. The grade 5 TBI defect listed in the table above is protruding into the sewer main to block greater than 30-percent of the pipe cross sectional area which may cause backup due to debris being unable to pass the tap, refer to *Figure 8*.



Figure 8 - Tap Break-in Intruding (TBI) Defect

III. Manhole Condition Assessment

A. Condition Assessment

A properly functioning WCS includes structurally sound and accessible access manholes. Assessment of 192 of the Town's 199 sanitary sewer access manholes was conducted by visual inspection using 360-degree view video equipment lowered into the manhole. A condition grade of the manhole interior was assigned Good, Fair, or Poor, by onsite observation and viewing the video from the 360-degree view video equipment to document the interior.

The objective of the condition grade is to identify manholes at risk for failure and quickly prioritize the need for rehabilitation.

As mentioned, the total number of manholes assessed during this project is 192. 7 manholes could not be located due to being buried under concrete sidewalk or asphalt roadway. The locations of these inaccessible manholes were reported to the Town as requiring additional work to raise these manholes to grade, refer to *Figure 9*.



Figure 9 - Buried Manhole

14 manholes were found to be in “Poor” condition. Typical defects observed were Surface Aggregate Projecting (SAP) and Surface Aggregate Visible (SAV). These defects indicate the manhole is in early stages of structural deterioration.

11 manholes were found to have cast iron covers with aluminum rings. This combination makes it difficult to open due to dissimilar metal corrosion as well as cast iron covers and aluminum rings differ in diameter. Cast iron covers diameter is slightly larger than aluminum frames and when installed the covers are wedged into the ring. Replacement of these 11 aluminum rings with cast iron covers is recommended for ease of future access.

IV. Pipe Rehabilitation

There are several important factors to consider when determining the type of rehabilitation method to use. The following sections discuss these factors.

A. Pipe Materials

The Town of Guadalupe WCS is constructed of various materials. Sanitary sewer pipe materials identified in the assessment include Vitrified Clay Pipe (VCP), and Polyvinyl Chloride (PVC) pipe.

1. Vitrified Clay Pipe

VCP is a corrosive resistant pipe, however, vitrified clay is brittle and is susceptible to fracturing from impacts during pipe and service lateral installations or soil settlement. Over time the fractures can propagate along the pipe possibly resulting in pipe collapse. From the assessment several pipe segments were observed to have fractures, cracks, and damaged break-in taps.

2. Polyvinyl Chloride Pipe

PVC is a corrosive resistant pipe and functions well if installed properly. No defects were observed within the PVC pipe segments.

B. Methods of Pipe Rehabilitation

There are several methods for rehabilitating both VCP and PVC sanitary sewer pipe. These methods include point repair, patch point repair, and Cured-In-Place-Pipe (CIPP) liner. The following sections discuss each of these methods.

1. Point Repair

Point repair is the open cut excavation method used to replace severely damaged or collapsed pipe, refer to *Figure 10*. Point repair is required where the pipe conditions are not conducive to CIPP lining. Point repair is the recommended method of rehabilitation and most cost effective where the defect is limited to approximately a 10-foot section, the pipe depth is less than 5-feet below the surface, and the location of the pipe is in a low traffic or landscaped area. To complete the point repair sewage must be diverted around the construction area.



Figure 10 - Point Repair

2. Patch Point Repair

Patch point repair is a trenchless rehabilitation method that is used to repair small defects in the host pipe. Patch point repair is performed through the installation of a three linear foot long section of CIPP liner containing an epoxy resin that hardens to form a pipe repair. CIPP patches can be overlapped to form a longer length of repair, however, the pipe diameter is decreased at the overlap location. Patch point repair is recommended when the pipe defect is limited to approximately one and a half linear feet. Typical defects requiring patch point repair would be small holes or sewer exfiltration through joints. Patch point repair is not recommended when cracks or fractures are present as there is a potential for cracks and fractures to propagate beyond the liner repair over time.

3. Cured-In-Place-Pipe

CIPP rehabilitation is a trenchless construction method that is used to repair existing sewer pipe 4-inches and larger, refer to *Figure 11* & *Figure 12*. In the CIPP rehabilitation process, a resin-impregnated flexible felt or fiberglass tube liner is inserted into the pipe through an existing access manhole using water, air pressure, or winched in using a cable. The resin is then cured inside the existing pipe using hot water, steam, or Ultraviolet (UV) light to form a tight-fitting, jointless, corrosion-resistant lining on the interior of the existing pipe. Service laterals are reinstated using remote controlled cutting devices. Lateral seal connections can be installed where the connection is damaged or is not water tight. The lateral seal connection prevents corrosion to the exposed pipe wall from the initial lateral reinstatement.

The thickness of CIPP lining is designed for fully-deteriorated host pipe conditions, various soil parameters, the presence of ground water, pipe ovality, and applicable live loads. Even though the pipe diameter is decreased, anticipated pipe flow capacity is typically increased due to a decreased coefficient of friction (smoother pipe wall) of the CIPP lined pipe.

A bypass pumping operation, cleaning, and removal of protruding objects, obstructions, and debris is usually necessary prior to CIPP rehabilitation. Bypass operations may not be required when pipe diameter is less than 12-inches depending on the storage capacity of the collection system upstream of the work area. Small diameter pipe flow can typically be handled with sewer system capacity at low flow conditions, for typically 2 to 4 hours while the liner is installed and cured.

Benefits of CIPP rehabilitation include:

- CIPP rehabilitation is a trenchless rehabilitation method and can be performed without excavation and disturbance of existing surface features. Existing service laterals are reinstated trenchlessly.
- CIPP lining is tight-fitting, jointless, and corrosion-resistant, with minimal impact to pipe capacity.

When considering CIPP lining as a rehabilitation method, the following issues should also be considered:

- Changes in pipe alignment or drastic grade changes cannot be resolved without resultant liner wrinkling.
- Point repair is required prior to liner insertion to replace any collapsed pipe or to remove obstructions that cannot be removed by cleaning operations or man entry.
- Wrinkling of the CIPP lining may occur in pipe bends greater than 22.5 degrees.



Figure 11 – Inversion CIPP Liner Insertion



Figure 12 - CIPP Liner at Manhole Invert

V. Manhole Rehabilitation

There are several important factors to consider when determining the type of rehabilitation method to use. The following sections discuss these factors.

A. Manhole Materials

The Town's WCS manholes are constructed of concrete materials. Access manhole materials identified in the assessment include only unreinforced concrete.

1. Concrete Manholes

Concrete manholes are extremely susceptible to corrosion in H₂S gas environments. Over time H₂S gas oxidizes and reacts with the silica cement. As the deleterious reaction continues, concrete spalls thus compromising structural integrity of the manhole. In high concentration H₂S environments concrete deterioration can occur more quickly and thus rehabilitation may be required sooner without proper interior wall protection.

B. Methods of Manhole Rehabilitation

There are several methods for rehabilitating concrete sanitary sewer access manholes. Depending on the severity of deterioration these methods include installation of epoxy or polyurethane coatings, structural inserts, and complete replacement.

1. Epoxy or Polyurethane Coatings

One method of rehabilitation for concrete manholes is to prepare the interior of the manhole exposing sound, solid substrate and then installing a coating onto the interior surfaces of the manhole with either epoxy or polyurethane materials. Epoxy and polyurethane coatings consist of two components, a resin and a hardener, which are mixed just prior to application. Applications of epoxy coatings can be sprayed or troweled onto the concrete surface, refer to *Figure 13*. Polyurethane coatings typically use a spray application.



Figure 13 – Trowel Epoxy Coating Application

To avoid expensive bypass pumping costs, typically the coatings are applied during low flow conditions and the use of flow through plugs to eliminate water in the manhole invert. The coating is applied on all exposed surfaces.

Depending upon the environment within the manhole, surface preparation, quality of application, and physical damage to the coating after installation, the service life of coatings vary anywhere from 5 years in high H₂S environments to upwards of 10 to 20 years.

Epoxy and polyurethane coatings are recommended solutions for concrete access manholes with early stages of concrete deterioration as is observed within the Town's WCS. Indication of early stages are; increased surface roughness, concrete aggregate is visible, and surface spalling, refer to *Figure 14*.



Figure 14 - Early Concrete Deterioration

1. *Structural Inserts*

Rehabilitation for manholes with compromised structural performance can be accomplished through the use of internal manhole structural inserts. The manhole structural insert is typically pre-fabricated, delivered to the site and inserted into the manhole interior. The structural inserts are typically constructed using fiberglass or polymer concrete, refer to Figure 15 & Figure 16.



Figure 15 - Polymer Concrete Manhole Insert



Figure 16 – JPCI Fiberglass Manhole Insert

The method of installation for pre-fabricated manhole inserts is described as follows: The cone of the existing manhole is removed, and the interior is then pressure-washed to removed loose material that may interfere with the insert installation. A leveling course of corrosive resistant grout is placed on the manhole bench to eliminate projections that could cause point loading on the insert. The leveling course of grout also seals the bottom of the insert to prevent annular space grout from leaking into the manhole channel during installation. Inserts can be fabricated as either one single unit, or in sections depending on the manufacturer or installation location constraints. Grout is then poured into the annular space between the new insert and existing manhole. The manhole is then backfilled and frame and cover surface repairs are made to restore to original conditions.

To prevent water infiltration, a manufacturer approved sealant material is used at all joints and pipe connections. Since the pre-fabricated insert is designed to fit inside the existing manhole, the interior diameter of the new manhole will be reduced by approximately 6-inches.

VI. Recommendations

It is recommended that the Town implement a 5-year rehabilitation program to maintain the proper operation of the WCS. During the condition assessment, urgent structural and O&M defects needing repair before the 5-year implementation period were reported to the Town as they were identified. It is recommended that the Town immediately replace/rehabilitate those urgent repair segments/locations, refer to *Table 9*.

Table 9 - Urgent Repair Projects

Pipe Segment	Pipe Dia (in)	Pipe Length (ft)	Material	Structural Grade	O&M Grade	Defects Observed	Method	Est. Cost
G1-2_G1-1	8	402	VCP	5	1	Collapse	Point Repair	\$80k
G1-3_G1-2	8	396	VCP	4	1	Fracture Multiple	Point Repair	
B6-2_B6-1	8	290	VCP	4	5	Root Ball Barrell	Heavy Cleaning	\$10k
E-8_E-7	8	401	VCP	3	5	Root Ball Barrell	Heavy Cleaning	
F-8_F-7	8	376	VCP	4	5	Root Ball Barrell	Heavy Cleaning	
A1-3_A1-2	8	349	VCP	4	5	Root Ball Barrell	Heavy Cleaning	
G2-4_G2-3	8	398	VCP	3	5	Root Ball Barrell	Heavy Cleaning	
Estimated Total =								\$90k

A. Year One

Within the first year of the program it is recommended that the Town rehabilitate structural and O&M grade 5 pipe segments, raise seven access manhole covers to grade, and rehabilitate access manholes graded as fair and poor along the downstream end of the system. The recommended method of rehabilitation for pipe segments with structural and O&M grade 5 defects is CIPP liner and point repair, refer to *Table 10*.

Table 10 – Year One Pipe Rehabilitation Projects

Pipe Segment	Pipe Dia (in)	Pipe Length (ft)	Material	Structural Grade	O&M Grade	Defects Observed	Method	Est. Cost
B-5_B-4	12	359	VCP	5	5	Broken Soil Visible	Point Repair	\$65k
D-4A_D-4	8	308	VCP	5	5	Broken Soil Visible	CIPP Liner	\$40k
G4-2_G4-1	8	394	VCP	5	4	Hole Soil Visible	CIPP Liner	\$45k
A1-1_A-7	8	344	VCP	5	2	Broken Soil Visible	CIPP Liner	\$42k
H-5_H-4	8	406	VCP	5	2	Broken Soil Visible	CIPP Liner	\$47k
H-6_H-5	8	374	VCP	5	2	Broken Soil Visible	CIPP Liner	\$44k
Estimated Construction Cost =								\$283k

All construction costs developed in this assessment are based on previously completed rehabilitation projects of similar scope and may vary from the actual costs at time of construction. Estimated construction items include Mobilization/Demobilization, by-pass pumping operations, pre and post construction CCTV, CIPP liner installation, remove and replace sanitary sewer pipe, and traffic control.

The recommended method of rehabilitation for access manholes is epoxy coating, and polymer grout coating on bench due to the manholes being in early stages of deterioration. Manhole deterioration has not progressed to the extent where a structural insert is necessary, refer to *Table 11*. It is also recommended that the 7 manholes buried under sidewalk and asphalt should be raised to grade.

Table 11 – Year One Manhole Rehabilitation Project Cost

Manhole ID	Diameter (in)	Depth (ft)	Grade	Method	Est. Cost
A-7	60	24.3	Poor	Coating	\$21k
A-6	60	21.3	Poor	Coating	\$21k
A-5	60	18.8	Poor	Coating	\$21k
A-4	60	19.2	Poor	Coating	\$21k
A-3	60	12.9	Fair	Coating	\$13k
A11-1	48	12.5	Poor	Coating	\$10k
A11-2	48	12	Poor	Coating	\$11k
A10-3A2	Unknown	Unknown	Unknown	Raise	\$3k
B7-2	Unknown	Unknown	Unknown	Raise	\$3k
B6-1	Unknown	Unknown	Unknown	Raise	\$4k
D3-1	Unknown	Unknown	Unknown	Raise	\$3k
A-14	Unknown	Unknown	Unknown	Raise	\$4k
A3-1	Unknown	Unknown	Unknown	Raise	\$4k
F-4A	Unknown	Unknown	Unknown	Raise	\$3k
Estimated Construction Cost =					\$142k

Construction items include Mobilization/Demobilization, cleaning manhole interior, coating application and traffic control.

B. Year Two

Within the second year of the program it is recommended that the Town rehabilitate structural and O&M grade 5 pipe segments and access manholes graded as poor. The recommended method of rehabilitation for these pipe segments is CIPP liner and point repair, refer to *Table 12*.

Table 12 – Year Two Pipe Rehabilitation Projects

Pipe Segment	Pipe Dia (in)	Pipe Length (ft)	Material	Structural Grade	O&M Grade	Defects Observed	Method	Est. Cost
A5-1_A-15	8	289	VCP	5	2	Hole Soil Visible	CIPP Liner	\$40k
A10-4A_A10-4	8	398	VCP	5	1	Hole Soil Visible	CIPP Liner	\$46k
A1-2_A1-1	8	365	VCP	5	1	Hole Soil Visible	CIPP Liner	\$44k
A10-2_A10-1A	8	333	VCP	4	5	Tap Break-in Intruding	Point Repair	\$20k
D-3_D-2	8	496	VCP	4	5	Tap Break-in Intruding	Point Repair	\$20k
J-8_J-7	8	255	PVC	4	5	Tap Factory Defective	CIPP Liner	\$36k
A11-3_A11-2	8	366	VCP	5	2	Hole Soil Visible	Point Repair, CIPP Liner	\$75k
F-1_A-17	8	418	VCP	4	4	Joint Offset Medium	CIPP Liner	\$22k
A6-1_A-20	8	256	VCP	4	4	Crack Longitudinal	CIPP Liner	\$32k
Estimated Construction Cost =								\$335k

The recommended method of rehabilitation for access manholes is epoxy coating, and polymer grout coating on bench due to the manholes being in early stages of deterioration. Manhole deterioration has not progressed to the extent where a structural insert is necessary, refer to *Table 13*.

Table 13 – Year Two Manhole Rehabilitation Project Cost

Manhole ID	Diameter (in)	Depth (ft)	Grade	Method	Est. Cost
A-24	60	16.9	Poor	Coating	\$16k
B-11	48	11.1	Poor	Coating	\$9k
B-2A	60	15.6	Poor	Coating	\$15k
E-3	48	7.9	Poor	Coating	\$7k
E-4	48	8.1	Poor	Coating	\$7k
F-4	48	7.7	Poor	Coating	\$7k
B-10	48	10.8	Poor	Coating	\$9k
B1-1	60	14.3	Poor	Coating	\$14k
J-5	60	10.6	Poor	Coating	\$11k
Estimated Construction Sub-Total =					\$95k

C. Year Three

Within the third year of the program it is recommended that the Town rehabilitation structural grade 4 pipe segments and replace mis-matched frame and covers (F&C) on the manholes. The recommended method of rehabilitation for pipe segments with structural and O&M grade 5 defects is CIPP liner and point repair, refer to Table 14.

Table 14 – Year Three Pipe Rehabilitation Projects

Pipe Segment	Pipe Dia (in)	Pipe Length (ft)	Material	Structural Grade	O&M Grade	Defects Observed	Method	Est. Cost
A-12_A-11	18	194	VCP	4	4	Tap Break-in Defective	CIPP Liner	\$34k
B-2A1_B-2A	8	383	VCP	4	4	Tap Break-in Defective	CIPP Liner	\$48k
A3-1_A-13	8	286	VCP	4	3	Fracture Multiple	CIPP Liner	\$36k
F-3_F-1	8	259	VCP	4	3	Fracture Circumferential	CIPP Liner	\$32k
D1-1_D-1	8	333	VCP	4	3	Crack Longitudinal	CIPP Liner	\$42k
H-1_B-6	8	435	VCP	4	3	Fracture Multiple	CIPP Liner	\$54k
A-19_A-18	18	294	VCP	4	3	Tap Break-in Defective	CIPP Liner	\$51k
G-7_G-6	8	397	VCP	4	2	Crack Longitudinal	CIPP Liner	\$50k
D-2_D-1	8	487	VCP	4	2	Joint Separated Large	CIPP Liner	\$61k
Estimated Construction Cost =								\$408k

Table 15 – Year Three Manhole Rehabilitation Projects

Manhole ID	Diameter (in)	Opening (in)	MH Grade	Method	Est. Cost
A1-4	48	24	Fair	Replace F&C	\$2k
A1-5	48	24	Fair	Replace F&C	\$2k
A7-1	48	24	Good	Replace F&C	\$2k
E1-1	48	24	Good	Replace F&C	\$2k
F2-1	60	24	Good	Replace F&C	\$2k
G1-1	48	24	Good	Replace F&C	\$2k
G2-4	48	24	Fair	Replace F&C	\$2k
G3-3	48	24	Fair	Replace F&C	\$2k
G4-1	48	24	Fair	Replace F&C	\$2k
G4-2	48	24	Fair	Replace F&C	\$2k
G-4A	48	24	Fair	Replace F&C	\$2k
Estimated Construction Sub-Total =					\$22k

D. Year Four

Within the fourth year of the rehabilitation program is it recommended to rehabilitate structural grade 4 pipe segments, no manhole repairs or replacement are required for this year. The recommended method of rehabilitation for these pipe segments is CIPP liner and point repair, refer to *Table 16*.

Table 16 – Year Four Pipe Rehabilitation Projects

Pipe Segment	Pipe Dia (in)	Pipe Length (ft)	Material	Structural Grade	O&M Grade	Defects Observed	Method	Est. Cost
A1-5_A1-4	8	324	VCP	4	2	Fracture Multiple	CIPP Liner	\$41k
J-4_J-3	8	248	VCP	4	2	Fracture Multiple	CIPP Liner	\$31k
JC-1_J-5	8	184	VCP	4	2	Fracture Multiple	CIPP Liner	\$23k
J-3_J-2	8	365	VCP	4	2	Hole (no soil visible)	CIPP Liner	\$46k
JA-3_JA-2	8	201	VCP	4	2	Fracture Multiple	CIPP Liner	\$25k
F1-1_F-1	8	369	VCP	4	1	Fracture Multiple	CIPP Liner	\$46k
G4-3_G4-2	8	397	VCP	4	1	Fracture Multiple	CIPP Liner	\$50k
F-4A_F-4	8	207	VCP	4	1	Joint Offset Large	Point Repair	\$22k
JC-6_JC-5	8	311	VCP	4	1	Joint Offset Large	Point Repair	\$39k
D-6_D-5	8	361	VCP	4	1	Fracture Multiple	CIPP Liner	\$45k
A1-6_A1-5	8	329	VCP	4	1	Fracture Multiple	CIPP Liner	\$41k
Estimated Construction Cost =								\$409k

E. Year Five

Within the fifth year of the rehabilitation program it is recommended to rehabilitate the remaining structural grade 4 and O&M grade 5 pipe segments, no manhole repairs or replacement are required for this year. The recommended method of rehabilitation for these pipe segments is CIPP liner and point repair, refer to *Table 17*.

Table 17 – Year Five Pipe Rehabilitation Projects

Pipe Segment	Pipe Dia (in)	Pipe Length (ft)	Material	Structural Grade	O&M Grade	Defects Observed	Method	Est. Cost
A1-4_A1-3	8	318	VCP	4	1	Fracture Multiple	CIPP Liner	\$40k
A7-1_A-22	8	340	VCP	4	1	Tap Break-in Defective	CIPP Liner	\$43k
H2-2_H2-1	8	394	VCP	4	1	Hole (no soil visible)	CIPP Liner	\$59k
A8-1_A-23	8	433	VCP	4	1	Tap Break-in Defective	CIPP Liner	\$54k
B1-2_B1-1A	12	91	VCP	4	1	Tap Break-in Defective	CIPP Liner	\$18k
F-4_F-3	8	262	VCP	4	1	Tap Break-in Defective	CIPP Liner	\$33k
E-1_A-19	8	494	VCP	3	5	Tap Break-in Intruding	Point Repair	\$14k
A11-4_A11-3	8	384	VCP	3	5	Tap Break-in Intruding	Point Repair	\$19k
CO-2A1_B-2A1	8	169	VCP	3	5	Tap Break-in Intruding	Point Repair	\$13k
D2-1_D-2	8	301	VCP	3	5	Tap Break-in Intruding	Point Repair	\$18k
COG1-1_G1-3	8	116	VCP	3	5	Tap Break-in Defective	CIPP Liner	\$14k
Estimated Construction Cost =								\$325k

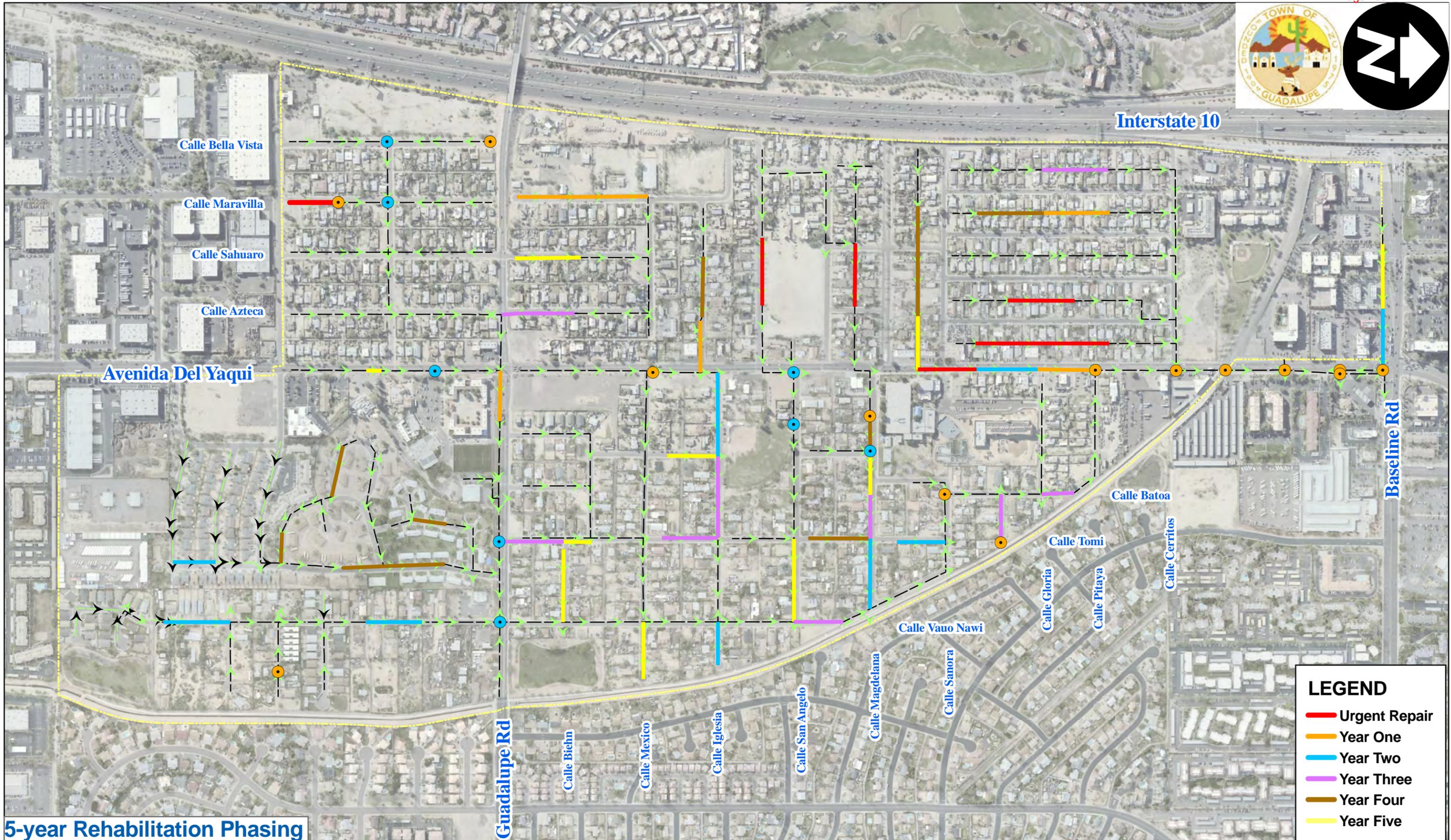
F. Summary

The following is a summary of rehabilitation project costs by year, refer to Table 18. A 5-year rehabilitation phasing map can be found on page 20.

Table 18 – Rehabilitation Project Cost Summary

Description	Urgent Repair	Year One	Year Two	Year Three	Year Four	Year Five
Pipe Rehabilitation Project	\$90k	\$283k	\$335k	\$408k	\$409	\$325k
Manhole Rehabilitation Project	--	\$142k	\$95k	\$22k	--	--
Engineer's Design	\$19k	\$55k	\$56k	\$56k	\$53k	\$43k
Construction Administration	\$14k	\$38k	\$39k	\$39k	\$37k	\$30k
Estimated Total =	\$123k	\$518k	\$525k	\$525k	\$499k	\$398k

It is recommended the Town conduct an assessment of the WCS, focusing on those areas not requiring rehabilitation, within 5 years after the conclusion of the rehabilitation program.



RESOLUTION NO. R2019.20

A resolution of the Town Council of the Town of Guadalupe, Maricopa County, Arizona, authorizing the Town to submit an application to the Maricopa County Housing and Community Development Divisions for funding under the U.S. Department of Housing and Urban Development’s (HUD) Community Development Block Grant (CDBG) program to be utilized for a wastewater system rehabilitation Project #1 consisting of 2,195 linear feet of pipe segment repairs and/or replacement, 14 manhole structure repairs and/or reconstruction, engineering design/construction document preparation, construction bid process oversight and construction management, quality control and inspections for locations throughout the Town of Guadalupe in the amount of \$517,828 for fiscal year 2020-2021; and, authorizing the Mayor and Town Manager / Clerk to execute agreements.

BE IT RESOLVED by the Mayor and Council of the Town of Guadalupe, Maricopa County, Arizona, the Town is hereby authorized to submit applications for fiscal year 2020-2021 Maricopa County CDBG funds for:

Wastewater system rehabilitation Project #1 totaling \$517,828:

- 2,185 Linear Feet of Sewer Line/Pipe Repair and/or Replacement; and,
- 14 manhole structure repairs and/or reconstruction.

Exhibit A illustrates the locations of the sewer line replacement segments.

Name of person(s) authorized to sign application(s), execute a Subrecipient agreement, and other required documents:

NAME: Jeff Kulaga

NAME: Valerie Molina

TITLE: Town Manager/Clerk

TITLE: Mayor

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Guadalupe, Arizona, this ____ day of _____, 2019.

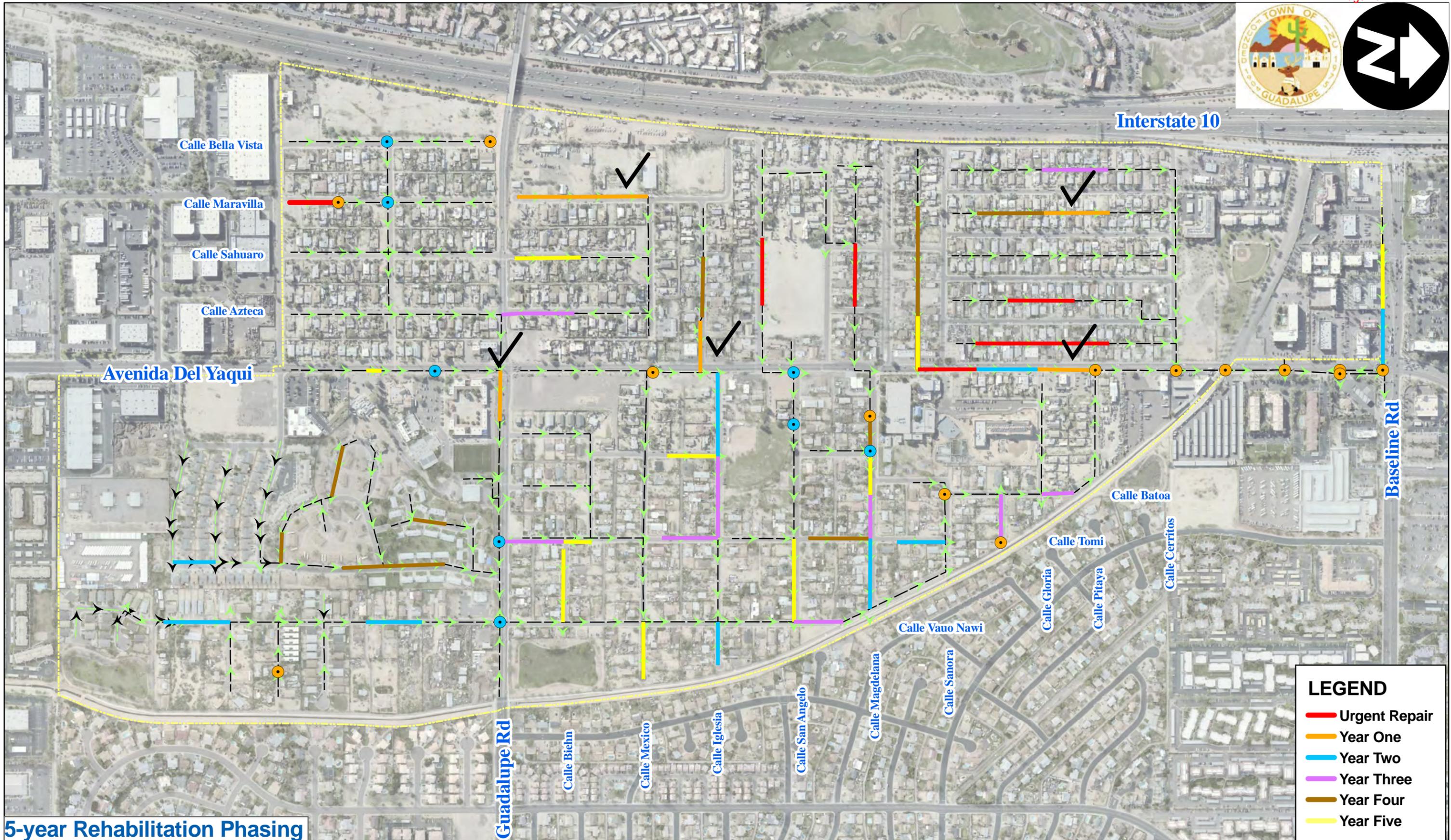
Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard, Town Attorney



5-year Rehabilitation Phasing

LEGEND

- Urgent Repair
- Year One
- Year Two
- Year Three
- Year Four
- Year Five

November 7, 2019

Jeff Kulaga
Town Manager
Town of Guadalupe
9241 South Avenida Del Yaqui
Guadalupe, Arizona 85283

**RE: Project 1016014.08
Wastewater Collection System Assessment
Proposal for Pipe Replacement Design and Construction Administration Services for Sanitary
Sewer**

We appreciate the opportunity to present this proposal for providing design and construction administration service for replacement of sanitary sewer pipe within the Town of Guadalupe's wastewater collection system.

PROJECT FUNDING AND SCHEDULE

The project is funded by the Town of Guadalupe. Work is to be complete upon the Town's acceptance of the repaired sanitary sewer pipe.

PROJECT DESCRIPTION

The work for this project is derived from the Urgent Repair list of pipe segments to be rehabilitated as identified in the Sanitary Sewer Assessment Report prepared by Dibble Engineering (Dibble). This list of pipe segments to be rehabilitated encompasses seven (7) different locations within the system and is comprised of a total of 2,612 linear feet of Vitrified Clay Pipe (VCP).

Dibble will provide Cradle to Grave services including Project Management, Survey, Design, Bidding, Construction Administration/Inspection and Project Close Out. This will include comprehensive Construction Documents and full-time on-site Inspection of work. The following describes the Scope of Services to be provided by Dibble.

SCOPE OF WORK:

Design and Construction Administration services to be undertaken is described as follows:

SECTION 100 - PROJECT MANAGEMENT AND QUALITY ASSURANCE / QUALITY CONTROL

Task 110 - Project Management:

Dibble will manage staff resources to assure timely submittal of deliverables. Project Management tasks also include:

- Development of a detailed work plan for the project assessment including coordination, scope of work, budget, schedule, and project deliverables.

Task 112 - Conduct Meetings

Kick-off Meeting: Dibble will schedule and conduct one (1) project kick-off meeting with the Town to discuss the work approach. Agenda items for the meeting will include:

- Project team.
- Project purpose and background
- Project Scope
- Project Schedule
- Review project purpose and background.
- Identify and discuss the anticipated field investigation procedures.

Progress Meeting: Dibble will conduct one (1) project progress meeting with Town staff to review Sixty Percent progress submittal documents (Task 421). Dibble will prepare and distribute meeting agenda and updated project schedule and distribute meeting minutes to all meeting attendees.

Task 113 – Prepare Invoices / Monthly Progress Reports

Dibble will prepare detailed monthly invoices according to Town standards for all work performed.

Task 114 - Quality Assurance/Quality Control:

Dibble will conduct independent quality control reviews of all deliverables and project elements for consistency, clarity, and constructability by in-house senior staff prior to the submittal to the Town.

PROJECT MANAGEMENT FEE: \$2,608.00

SECTION 400 – DESIGN PHASE SERVICES

Task 410 – Survey Services

Dibble will provide survey for the project location(s) using Global Positioning System (GPS) equipment. The survey will be based on Town of Tempe's vertical and horizontal datum. Dibble will prepare design drawings depicting the results of local control, easements and rights-of-way. Survey limits will extend one pipe segment upstream and one pipe segment downstream of the area of proposed work.

- Survey Control drawing will reference one (1) existing monument (vertical and horizontal).
- Sewer manhole survey will include horizontal location, rim elevation, and invert elevation.

Task 411 – Utility Coordination

Dibble will contact Blue Stake to obtain a list of utilities having facilities within close proximity to the project area. Dibble will contact identified utility companies to obtain facility maps. Dibble will review and incorporate information as applicable to this project. The Contractor shall be responsible for contacting blue stake utility locating services to identify and physically mark existing utility locations prior to construction.

Dibble shall not be responsible for the accuracy or completeness of utility data received.

Task 412 – Base Map Development

Dibble will create comprehensive base maps utilizing Maricopa County Assessor's 2019 aerial photography depicting topographic features and existing utilities. Base maps will be prepared in AutoCAD 2019 format. Utilities will be shown based on approximate locations according to obtained Utility facility mapping.

Task 421 – Sixty Percent (60%) Progress Submittal

Dibble will prepare Design Drawings and details for the proposed sanitary sewer pipe repair. Design Drawings will be based on survey, aerial photographs, Town ¼ sections maps, as-builts, and utility maps. Plan and profile drawings will be prepared at 1"=20' horizontal scale and 1"=2' vertical scale.

The Sixty Percent (60%) Design Drawings and Technical Specifications are not intended for construction but enable the Town to clearly understand design and construction intent. The 60% submittal will include the following:

- Existing utilities
- Existing manholes horizontal and vertical information
- Existing surface facilities
- General notes
- Removal, Construction, and Reference Notes
- Technical Specifications

Design drawing preparation will be in accordance with the following standards and guidelines:

- Maricopa Association of Governments, Uniform Standard Details for Public Works Construction, Revisions through 2019

Task 422 – Ninety Percent (90%) Progress Submittal

Submittal will include Design Drawings and Technical Specifications with incorporated comments from 60% submittal review. Design Drawings and Technical Specifications shall be complete and ready for acceptance by the Town. Documents will be sealed and signed by a Professional Engineer registered in the State of Arizona and marked “Agency Review – Not for Construction”. The Design Drawings will be used for MCESD ATC submittal.

Task 423 – Final (100%) Submittal

Submittal will include comments on Design Drawings and Technical Specifications from previous Town reviews, utility reviews and regulatory agencies. Construction documents will be sealed and signed by a Professional Engineer registered in the State of Arizona.

Task 430 – Technical Specifications

Dibble will prepare Technical Specifications for the items not specifically addressed in MAG standard specifications and details.

Task 440 – Opinions of Construction Cost

Dibble will prepare an independent opinion of probable construction cost at the 30%, 60%, and 90% progress submittal. The opinion of probable construction cost will use unit costs from previous projects that are similar in size and scope. Appropriate amounts for contingency and inflation will be included to reflect anticipated conditions at the time of construction.

Deliverables:

Sixty Percent (60%) Progress Submittal:

- One (1) hard copy, half size (11”x17”-true scale) bond prints of construction plans
- One (1) hard copy of Technical Specifications
- One (1) copy of Dibble’s comparison of opinion of probable construction cost
- One (1) USB drives containing electronic copy (PDF format)

Ninety Percent (90%) Permit Submittal:

- One (1) hard copy, full size (22”x34”) bond prints of construction plans (MCESD Submittal)
- One (1) hard copies, half size (11”x17”- true scale) bond prints of construction plans
- One (1) hard copies of Technical Specifications
- One (1) copy of Dibble’s comparison of opinion of probable construction cost
- One (1) USB drives containing electronic copy (PDF format)

Final Submittal

- One (1) hard copy, full size (22”x34”) bond print of construction plans
- One (1) hard copy, half size (11”x17”) bond print of construction plans
- One (1) copy of Technical Specifications
- Maricopa County Environmental Services Department – Approval To Construct (ATC)
- One (1) USB drive containing electronic copy (PDF format), including copy pipe CCTV records

The anticipated list of plan sheets required for the three project areas include the following:

<u>Sheet Title</u>	<u>Sheets</u>
Cover	1
General Notes, Legend, Abbreviations	1
Key Map	1
Sewer Pipe Repair (1" = 20') Plan & Profile View	2
Conceptual Bypass Plan	<u>1</u>
Total =	6

Task 450 – MCESD Permitting

Dibble will prepare permit application and submittal packages for sanitary sewer pipe rehabilitation to MCESD for Approval to Construct (ATC). Permit fees for non-expedited review will be paid by Dibble and reimbursed by the Town as a Direct Expense.

Town Input:

- Town’s signature on one (1) MCESD Application for Approval to Construct

Deliverables:

- “Approval to Construct” letter and MCESD signed Cover Sheet

DESIGN PHASE SERVICES FEE: \$14,922.00

SECTION 500 – BIDDING PHASE SERVICES

Task 561 - Response to Contractor Questions during Bid Preparation

Dibble will review and respond to questions received during the bid phase from the contractor. Dibble will review applications for “Approved Equal” and provide a response.

Task 562 - Pre-Bid Conference

Dibble will conduct pre-bid meeting and present an overview on the project(s).

Task 563 - Response to Bidder Questions/Prepare Addenda

Dibble will review questions received from bidders and prepare any required addendums to the construction documents.

Task 564 - Review Bid Cost Proposal

Dibble will evaluate the submitted bids and provide a recommendation of award letter.

BIDDING PHASE SERVICES FEE: \$2,092.00

SECTION 600 – CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

Task 610 - Representation on Behalf of the Town

On the basis of on-site examination of materials, equipment, and workmanship, Dibble's Construction Manager will keep Town informed of the progress of the work, will endeavor to guard Town against defects and deficiencies in such work and will disapprove or reject work failing to conform to the Contract Documents. This task shall include the following items:

- 1) Pre-Construction Conference: Dibble will conduct a pre-construction conference. At the conference, Dibble will identify field services to be provided by Dibble and discuss appropriate coordination procedures.
- 2) Provide construction administration, quality assurance, and coordination: Dibble will provide construction administration and quality assurance services during the course of construction to assure that the overall technical correctness of the construction phase and that specified procedures are being followed. Dibble will provide coordination functions during the construction phase as follows;
 - A) Conduct bi-weekly coordination meetings with the Town representative and other Town staff as appropriate;
 - B) Coordinate with regulatory and approving agencies and utilities as required;
- 3) Provide project documents: Dibble will maintain and provide the following detailed project records and documentation during the construction phase:
 - A) The Project records shall include correspondence, schedules, submittals, test data, project data, payments, change orders, meeting minutes, clarifications, and specifications, and other such documentation. Project records shall be delivered to the Town's representative upon completion of the construction contract.

Task 611 - Review Contractor's Submittals and Test Results

Dibble's Construction Manager will receive, review, evaluate, distribute, and take other appropriate actions with respect to shop drawings, samples, test results, and other data which Contractor is required to submit. Dibble's review shall be for conformance with the design concept of the Project and compliance with the information given in the Construction Contract Documents.

Dibble's Construction Manager will maintain a submittal log showing dates of submittal, transmittal action to other subconsultants, dates of return and review action. Copies of the log shall be furnished to the Town and the Contractor monthly. Dibble will promptly and in accordance with Project schedule requirements, review and approve, reject or take other appropriate action on the Contractor's request for substitutions.

Task 612 - Certify Contractors Progress Payments

Dibble's Construction Manager will review, prepare comments, and reach agreement with the Contractor's progress payment request.

Task 613 – Substantial and Final Completion Inspection

Following notice from the Contractor, Dibble's Construction Manager will conduct an inspection to determine if the Project or the work associated with interim milestones, is substantially complete in accordance with the Construction Documents. If Dibble considers the work substantially complete, Dibble will deliver to the Town, with a copy to the Contractor the following.

- The Certificate of Substantial Completion and punch list (if applicable).
- The anticipated date for completion of the punch list.

If the work is not substantially complete, the process shall be repeated until the work is substantially complete.

Dibble's Construction Manager, upon completion of the punch list items as notified by the Contractor, will make final inspection to determine if the finished work has been completed to the standard required by the construction documents, determine whether required inspections and approvals for permit compliance have been satisfactorily completed, and Contractor has fulfilled the obligations so that Dibble may recommend, in writing, final payment to Contractor and may give written notice to Town and the Contractor that the work is acceptable. At or prior to the final inspection, Dibble will request the Contractor prepare and furnish.

- 1) Certification that all obligations for payment for labor, materials or equipment related to the work have been paid or otherwise satisfied.
- 2) Certification that all insurance and bonds required of the Contractor beyond final payment is in effect and will not be canceled or allowed to expire without notice to the Town.
- 3) The written consent of surety for final payment.
- 4) Record document information is complete and submitted.

Task 614 - Minor Changes, Change Order Requests, and Change Orders

Dibble, without the Town's prior approval, may authorize or direct minor changes in the Work which are consistent with the intent of the Construction Contract Documents and which do not involve a change in Project cost, time for construction, Project scope, aesthetics, or approved design elements. Any such minor changes shall be implemented by written field order. Except as provided in this paragraph, Dibble shall not have authority to direct or authorize changes in the Work without the Town's prior written approval; however, Dibble shall provide a copy of any written field order to the Town.

Dibble will promptly consult with and advise the Town concerning, and shall administer and manage, all change order requests and change orders.

Dibble will prepare and submit change order requests explaining the merits for the change and a recommendation for the Town's approval and acceptance.

Dibble will negotiate an agreement with the Contractor as to scope of work and cost, time or both associated with the change in Work. The change order shall include a written justification for the cost of the Work.

Task 615 – Record Drawings and Project Documents

Dibble will prepare the following:

- 1) One (1) Engineer Sealed hardcopy set of Design Drawings showing all sanitary sewer pipes and access manholes that were rehabilitated.

Deliverables

As-built Record Drawings plotted on Mylar film will be developed that incorporate the contractor redlined records of modifications of the design that were made during construction. Mylar as-built drawings shall be professionally sealed by an Engineer registered in the State of Arizona.

Project documents shall be in PDF format and organized based on the Town file structure and delivered on an external hard drive. The Record Drawings shall be available within thirty (30) days of receipt of all data in its entirety from the Contractor.

CONSTRUCTION ADMINISTRATION & INSPECTION PHASE SERVICES FEE: \$13,892.00

SECTION 900 – ALLOWANCES: DIRECT COST(S)

Allowance 1: 910 – Reimbursable Expenses

Reproduction/Plotting: Cost associated with the reproduction, printing and plotting of project documents will be submitted for reimbursement. Also included in this item are costs of external portable storage device used for data transfer. Receipts for reimbursable expenses will be included with the monthly invoice.

Allowance 3: Task 940.02– MCESD Permit Fee

Reimbursable expense for MCESD published permit review fee.

ALLOWANCES FEE: \$750.00

TOTAL FEE: \$34,264.00

EXCLUSIONS:

Public Involvement Coordination: Notification of the general public is not included in this scope of work.

Compensation for additional services not included in this Scope of Work shall be charged on a time and materials basis in accordance with the attached schedule of standard billing rates for Dibble, and on a time and material basis for the Subconsultants in accordance with their substantiated standard rates.

Invoices will be submitted monthly based on the percentage of the project services that are complete. These invoices will be due and payable upon receipt.

If you have any questions, please feel free to call us at (602) 957-1155.

Sincerely,
Dibble Engineering



Joe Graham
Vice President



Vince Gibbons
Principal Engineer

If this proposal including the attached back-up documents is acceptable, please so indicate by signing and dating below. The return of this signed document shall serve as our notice to proceed with this project.

Name (Print), Title

Signature

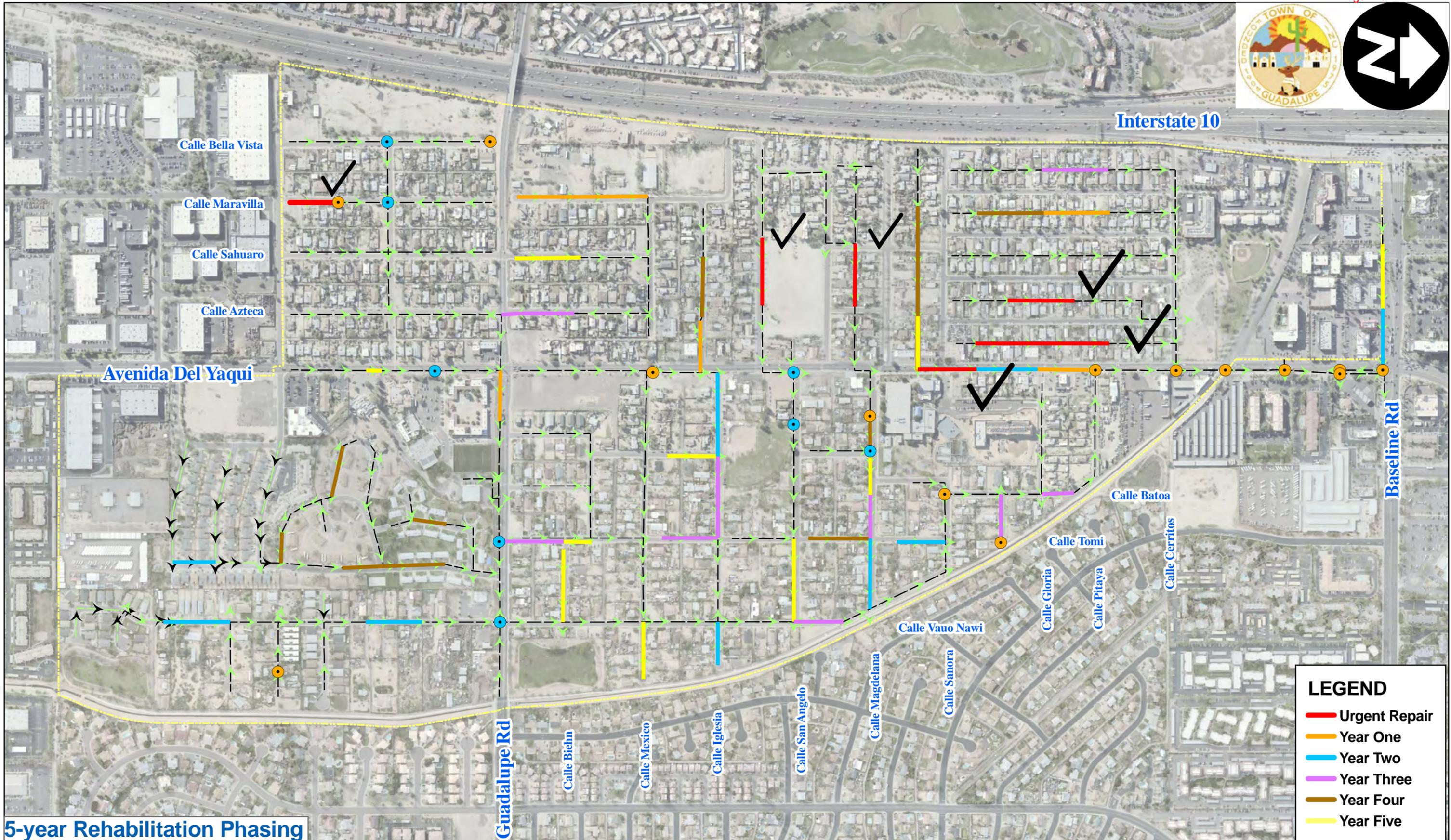
Date



January 1, 2019

STANDARD BILLING RATES

Principal	\$ 287.00
<u>Principal Engineer</u>	<u>226.00</u>
Senior Project Manager	200.00
<u>Project Manager</u>	<u>193.00</u>
Senior Engineer	184.00
<u>QA/QC Manager</u>	<u>187.00</u>
Project Engineer (PE)	165.00
<u>Assistant Project Engineer (EIT)</u>	<u>134.00</u>
Senior Technician	138.00
<u>Technician</u>	<u>113.00</u>
Senior Designer	139.00
<u>Designer</u>	<u>116.00</u>
Land Survey Manager (RLS)	179.00
<u>Land Surveyor (RLS)</u>	<u>155.00</u>
Assistant Land Surveyor (LSIT)	113.00
<u>Survey Technician</u>	<u>99.00</u>
Survey Crew (2-Man, GPS/Robotic)	190.00
Senior Construction Project Manager	175.00
<u>Construction Project Manager / Resident Engineer</u>	<u>165.00</u>
Construction Project Engineer	156.00
<u>Construction Inspector</u>	<u>130.00</u>
Information Technology Director	149.00
<u>Network Administrator</u>	<u>101.00</u>
Marketing/Business Development Manager	156.00
<u>Marketing Coordinator</u>	<u>108.00</u>
Senior Administrative Assistant	96.00
<u>Administrative Assistant</u>	<u>82.00</u>
<u>Expenses</u>	Cost plus 15%
Mileage, reproduction, etc.	
<u>Overtime Rates</u>	
Client Authorized	Billing Rate x 1.5



5-year Rehabilitation Phasing

LEGEND

- Urgent Repair
- Year One
- Year Two
- Year Three
- Year Four
- Year Five

Date:

Name
Address
Guadalupe, AZ 85283

RE: NOTIFICATION OF PRIVATE PROPERTY SEWER LINE OBSTRUCUTON

Dear Property Owner:

In September, a wastewater collection system (sewer lines and pipes) study to assess the condition of the Town's 11.5 miles of sewer lines was completed at the direction of the Town Council and by the Town Engineer, Dibble Engineering. This assessment used a camera to travel through the sewer pipes to video and record the condition of pipes including any damage, defects or deterioration.

The study revealed a number of sewer pipes and manhole structures are in need of repair and replacement. Overall, it is estimated that over \$2.5 million in repairs over a 5 year period are needed for the 40 year old Town-owned sewer system. This includes approximately 55 tree root obstructions. A summary of the study is enclosed.

The assessment also found 24 lateral sewer pipes connecting private properties to the Town system are damaged, obstructed and in need of maintenance. The most common problem identified is tree roots growing in the lateral private line.

As property owner of record, the Town of Guadalupe is notifying you that the lateral sewer line on your property is obstructed and in need of repair. Tree roots are obstructing the flow of this lateral line and also obstructing flow in the Town owned lines and this condition will only worsen if not repaired.

Per the Town of Guadalupe Code: "The Town shall not be responsible for the installation, maintenance or inspection of the consumer's service line, piping or apparatus of for any defects therein." As a result, impacted property owners are responsible for the repair of the lateral line on private property, by a licensed plumbing contractor.

If you have any questions about this information or would like further clarification please do not hesitate to contact me at my email: jkulaga@guadalupeaz.org or phone: 480-550-2248.

Respectfully,

Jeff Kulaga
Town Manager / Clerk

Enclosure

SEWER

6. The sewer user charge rate shall be determined according to the following formula:

$$UC = (V_Q \times V_{OM}) + \frac{C_{OM}}{(C_N) (12)}$$

- UC = User Charge
 V_Q = Volume of Wastewater in millions of gallons per unit per month
 V_{OM} = Unit Cost of Sewerage Service Allocable in one million gallons of wastewater
 C_N = Number of Sewer Customers
 C_{OM} = Cost of Sewerage Service Allocable by Customer

- F. For the purposes of determining the sewer use charge, users shall be assigned by the sewer department to one of the following classifications: residential or commercial.
- G. A proportionate charge shall be made to all users that discharge wastewater, either directly or indirectly, into the town sewerage system. Such charges shall be based on the rate schedules issued pursuant to subsection C of this section and the cost factors listed in subsection E of this section.
- H. Any user who fails or refuses to install a water meter to any source of water supply used, within thirty days after written notice by the director of sewers to do so, shall be charged on water usage estimated by the sewer department.
- I. A sewer bill shall be rendered monthly.
- J. There shall be established a sewerage operations, maintenance and replacement fund. All sewer user charge revenues shall be allocated to the sewerage system operation, maintenance and replacement fund, and such fund shall be utilized.

ARTICLE 14-3 DEPARTMENT AND CONSUMER RESPONSIBILITIES

- 14-3-1 Town Responsibilities and Liabilities
 14-3-2 Consumer Responsibility
 14-3-3 Interference
 14-3-4 Private Sewage Systems
 14-3-5 Tampering with Equipment Prohibited
 14-3-6 Permit Required
 14-3-7 Application
 14-3-8 Inspection and Approval by Town
 14-3-9 Records to be Kept of Building Connections

Section 14-3-1 Town Responsibilities and Liabilities

- A. The sewer department shall not be responsible for the installation, maintenance or inspection of the consumer's service line, piping or apparatus or for any defects therein.

SEWER

- B. The sewer department shall have the right to refuse service, unless the consumer's lines or piping are installed in such manner as to prevent cross connections or backflow.
- C. Under normal conditions, the consumer shall be notified of any anticipated interruption of service.
- D. The sewer department shall not be responsible for the negligence of third persons or forces beyond the control of the department resulting in any interruption of service or damage to the property of the consumer.
- E. The sewer department may refuse service to any prospective consumer when the capacity of the sewer system will not permit additional loads being placed thereon.

Section 14-3-2 Consumer Responsibility

- A. Building or house sewer connections on the consumer's premises shall be so arranged as to provide service to one lot. If additional service is required, it will be considered as a separate and individual account.
- B. The consumer's house or building service line, sewer connection and apparatus shall be installed and maintained by the consumer, at the consumer's expense, in a safe and efficient manner and in accordance with the town's rules and regulations and in full compliance with the regulations of the State Department of Health Services.
- C. The consumer shall safeguard the town's property placed on the consumer's premises and shall permit access to it only by the authorized representatives of the town.
- D. In the event that any loss or damage to the property of the town or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the consumer, his agents or employees, the cost of necessary repairs or replacements shall be paid by the consumer to the town and any liability otherwise resulting shall be assumed by the consumer. The amount of such loss or damage or the cost of repairs may be added to the consumer's bill, and, if not paid, service may be discontinued after providing notice and an opportunity for a hearing.
- E. The town may discontinue sewer service for the following additional reasons:
 - 1. To prevent fraud or abuse.
 - 2. The consumer's willful disregard of or refusal to comply with this chapter or other rules as may be adopted by the council.
- F. When service to a consumer shall require the laying of any town sewer lines or the installation of any other town property on, under, across or over the consumer's property, the consumer will grant to the town an easement, right-of-way or license for such installation.

MEMORANDUM

October 25, 2019

TO: JEFF KULAGA, TOWN MANAGER/CLERK

FROM: BOB THAXTON, FINANCE DIRECTOR

RE: REVENUE & EXPENSE REPORT THROUGH SEPTEMBER 2019

Attached is a report for funds and departments of the town showing revenues and expenses for the 1st Quarter End (July-Sept) 2019/2020. This is a three month report so revenues and expenses should be at 25%.

For the Quarter End September 2019, revenues collected were \$1,289,751 or 24% of what was budgeted. Given the three month lag in local sales tax collections, we are about on target. However, the shortfall will increase over the next couple of months but will improve in the beginning of the first few months of the new calendar year.

For the Quarter End September 2019, expenses of the general fund and transfers to other funds exceed revenues by \$15,769. This is somewhat better than normal considering Annual Dues and Fees are due at the beginning of the year and normally we see a dip in revenues in the summer months.

General Fund revenues were at 26% (before prior fund balance use) September 30th and expenses were at 24%.

General Fund departments that are expended over 25% and the reasons for being over budget are:

Town Manager	26%	Dues for MAG and League paid in July \$10,062.
Town Attorney	27%	Prosecution 32% or \$19,511.
Info Technology	44%	Springbrook Software renewal paid in July \$19,179 and other Software Renewals at 43% or \$4,193.
Building Maintenance	45%	Air conditioners, etc. at Head start \$11,776, Install light over mailbox \$2,559. Electricity higher due to summer months.
Parks	29%	Special event overtime and Annual Water Quality Dues.
Senior Center-Cong	26%	Small amount of overtime.

The Mercado was over budget at 37% mostly due to summer month's electricity and Contracted Services at \$2,500.

Sewer was over budget at 62% due to testing and repair at \$137,893.

All other departments were at or below budget.

H:\Finance\Word\budget\Jeff revenue expenses September 30-2019.doc

1st QTR, September, 2019

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TOWN OF GUADALUPE			Current 2019			Current %	
GENERAL FUND			Unaudited	Current Month	Current 2020	S/B 25%	Adopted
	Audited	Audited	YTD	September	YTD	YTD	FY20
	FY17	FY18					
Revenues							
Local Sales Tax	1,592,401	1,868,179	2,127,077	229,610	599,789	32%	1,900,000
Local Sales-Auditor Collected	62,979		-	-	-	0%	-
Franchise Tax	23,948	26,574	26,303	-	6,236	24%	26,500
Transient Occupancy Tax	400,511	405,035	364,824	17,436	46,294	11%	405,000
Alcoholic Beverage License	5,650	8,050	6,450	-	800	10%	8,000
Restaurant Bar Tax	336,128	269,394	292,579	22,570	68,873	26%	260,000
Business License	16,120	9,850	10,425	665	3,035	30%	10,000
Building Permits & Fees	28,863	116,853	21,474	2,960	10,104	40%	25,000
Billboard Revenues	58,733	59,297	64,174	4,583	13,804	24%	57,433
Urban Revenue Sharing	755,711	784,774	790,177	71,091	213,272	25%	863,634
State Sales Tax	566,627	610,177	656,929	45,663	153,841	22%	685,699
Other Rev. from Gov. Agencies	268,560	315,943	157,035	403	4,950	2%	248,600
Wild Land Reimbursements	-	33,315	62,142	-	42,281	0%	-
Vehicle in Lieu Tax	243,717	262,424	280,769	21,698	73,384	25%	297,942
Fines & Forfeitures	38,024	30,417	19,922	5,216	7,020	23%	30,000
Appearance Bond Revenue	1,300	650	1,450	-	6	0%	-
JCEF & Fill the Gap Revenues	1,792	-	6,144	-	98	1%	10,000
Investment Earnings	3,471	12,336	20,161	1,552	5,374	51%	10,500
Rents & Concessions	87,072	82,303	88,030	7,588	20,589	25%	82,269
Ballfield Fees Charged	3,475	2,279	2,976	278	883	38%	2,300
Loss on State Investment Pool	1,730	-	3,259	-	-	0%	-
Misc. Fees	18,868	15,530	10,486	1,100	2,850	19%	15,000
Other Financing Sources	-	563,036	-	-	-	0%	-
Other Revenue	-	2,000	-	-	-	0%	-
Event Revenue	2,800	6,725	17,264	-	500	3%	20,000
Fund Balance Carryforward - General Fund					15,769	3%	471,288
TOTAL GENERAL FUND REVENUES	4,518,480	5,485,140	5,030,050	432,413	1,289,751	24%	5,429,165
Expenditures							
8010 Mayor & Council							
Salaries & Wages	43,800	58,800	59,500	4,900	14,700	25%	58,800
FICA Expense	3,354	4,498	4,552	375	1,125	25%	4,498
Workman's Compensation	110	156	287	20	59	25%	235
Sub-Total Personnel Costs	47,264	63,454	64,339	5,294	15,883	25%	63,533
Office Supplies	251	155	445	41	-	0%	400
Printing & Duplicating	299	25	94	-	-	0%	200
Other Operating Expenses	275	380	-	-	-	0%	-
Small Tools & Equipment	1,181	-	-	-	-	0%	200
Telephone	1,084	1,108	1,111	93	280	25%	1,100
Postage & Mailing	-	-	-	-	41	41%	100
Travel & Lodging	749	343	-	-	-	0%	-
Dues & Subscriptions	-	2,706	-	-	-	0%	-
Meetings & Business Expense	417	839	234	-	24	2%	1,200
Miscellaneous Charges	-	-	-	-	10	0%	-
Conferences & Training	1,874	995	135	-	-	0%	-
Sub-Total Operating Supplies & Services	6,130	6,551	2,019	134	355	11%	3,200
TOTALS FOR 8010 MAYOR AND COUNCIL	53,394	70,005	66,358	5,429	16,238	24%	66,733
Expenditures							

TOWN OF GUADALUPE GENERAL FUND			Current 2019	Current Month	Current 2020	Current %	Adopted
	Audited	Audited	Unaudited	September	YTD	S/B 25%	FY20
	FY17	FY18	YTD			YTD	
8030 Municipal Court							
Salaries & Wages	101,124	107,323	92,957	5,435	24,260	22%	111,490
Judicial Services	22,947	44,129	45,894	-	3,531	8%	45,894
FICA Expense	7,736	8,211	7,111	416	1,856	22%	8,529
Pension Expense	11,471	12,201	10,591	635	2,768	21%	13,156
Workman's Compensation	256	289	452	22	96	22%	445
Group Health & Dental Insurance	24,898	26,369	19,346	838	4,052	20%	20,310
Unemployment Insurance	783	447	183	-	-	0%	783
Life Insurance Expense	129	129	113	10	31	37%	86
Sub-Total Personnel Costs	169,344	199,098	176,646	7,355	36,594	18%	200,693
Office Supplies	692	1,183	924	142	260	19%	1,350
Printing & Duplicating	727	447	205	-	-	0%	1,000
Other Operating Expense	-	-	-	-	-	0%	100
Small Tools & Equipment	-	378	-	-	-	0%	-
Court Enhancement	-	-	89	-	-	0%	-
JCEF	-	4,498	3,873	-	-	0%	10,000
Fill the Gap	2,042	2,500	-	-	-	0%	-
Audit	-	2,700	-	-	-	0%	-
Jury Services	3,170	-	-	-	-	0%	200
Interpreter Services	385	404	422	16	34	7%	450
Telephone	1,101	1,651	1,931	80	204	17%	1,200
Postage & Mailing	1,126	894	547	103	233	14%	1,700
Travel & Lodging	-	-	-	-	-	0%	350
Mileage Reimbursements	343	628	126	-	49	16%	300
Advertising	-	-	-	-	-	0%	-
Dues, Subscriptions & Membership	25	150	150	-	-	0%	25
Maintenance Contracts	8,434	7,359	7,652	2,616	3,464	29%	11,785
Meetings & Business Expense	-	-	-	-	-	0%	-
Contractual Services	10,089	2,145	4,480	1,945	5,355	134%	4,000
Miscellaneous Charges	303	123	-	-	300	100%	300
Bank Charges	771	970	1,087	71	143	12%	1,200
Equipment Repair	-	2,101	-	-	-	0%	300
Conferences & Training	710	751	1,415	-	-	0%	1,350
Sub-Total Operating Supplies & Services	29,917	28,882	22,899	4,973	10,041	28%	35,610
TOTALS FOR 8030 MUNICIPAL COURT	199,261	227,980	199,546	12,328	46,635	20%	236,303
Expenditures							

TOWN OF GUADALUPE			Current 2019	Current Month	Current 2020	Current %	Adopted
GENERAL FUND			Unaudited	September	YTD	S/B 25%	FY20
	Audited	Audited	YTD				
	FY17	FY18					
8040 Town Manager							
Salaries & Wages	43,086	72,024	82,867	5,809	19,896	25%	78,030
Fees For Service	-	-	-	-	-	0%	-
FICA Expense	3,286	5,413	5,891	407	1,410	24%	5,969
Pension Expense	1,550	4,905	7,939	645	2,202	24%	9,208
Pension Expense	-	-	-	-	-	0%	-
Workman's Compensation	109	193	412	23	79	26%	311
Group Health & Dental Insurance	-	9,398	18,739	1,636	4,908	24%	20,282
Unemployment Insurance	1,106	719	164	-	-	0%	815
Life Insurance Expense	-	37	77	7	20	29%	70
Sub-Total Personnel Costs	49,136	92,690	116,089	8,527	28,516	25%	114,686
Office Expense	85	547	737	-	-	0%	400
Printing & Duplicating	635	1,143	1,260	68	157	22%	700
Newsletters & Publishing	4	-	-	-	-	0%	-
Other Operating Expense	3,988	1,200	476	132	220	55%	400
Auto Repairs/Vehicle Registration	-	-	-	-	-	0%	-
Small Tools & Equipment	42	-	-	-	-	0%	300
Other Professional Services	38,110	6,336	39,534	83	1,100	4%	25,000
Telephone	2,221	2,332	2,505	213	632	27%	2,300
Postage & Mailing	227	579	472	43	98	22%	450
Travel & Lodging	799	138	201	-	-	0%	-
Advertising	-	-	10	-	-	0%	-
Vehicle Insurance	477	477	477	40	119	24%	500
Dues & Subscriptions	8,040	8,459	8,611	-	10,062	72%	14,000
Maintenance Contracts	-	-	-	-	-	0%	-
Meetings & Business Expense	165	219	344	-	67	15%	450
Miscellaneous Charges	512	202	220	-	-	0%	300
Equipment Repair	-	-	-	-	-	0%	-
Conferences & Training	280	-	189	-	-	0%	-
Vehicle Lease Payment	-	-	-	-	-	0%	-
Sub-Total Operating Supplies & Services	55,585	21,632	55,036	579	12,456	28%	44,800
TOTALS FOR 8040 TOWN MANAGER	104,722	114,322	171,124	9,106	40,972	26%	159,486

TOWN OF GUADALUPE GENERAL FUND			Current 2019 Unaudited	Current Month	Current 2020	Current % S/B 25%	Adopted
	Audited FY17	Audited FY18	YTD	September	YTD	YTD	FY20
8050 Administration							
Liability & Property Insurance	53,415	62,694	31,337	4,691	13,454	24%	57,000
Miscellaneous Charges	-	1,520	-	-	-	0%	-
Census Count	-	-	-	-	-	0%	4,840
Prisoner Jail Expense	31,127	46,316	41,107	6,444	9,433	21%	46,000
Animal Control	27,600	27,600	27,600	7,590	7,590	25%	30,000
Dead Dog Removal	998	665	1,995	532	798	67%	1,200
Contingency/Emergency	-	-	-	-	-	0%	254,000
Recognition & Awards	9,267	182	-	-	94	9%	1,000
Celeb Exp-Special Events	6,946	8,678	4,602	893	1,241	41%	3,000
Celebration Expense-Sheriff	34,945	35,763	50,995	850	850	2%	50,000
Celebration Expense-Guad Days	8,832	8,155	7,855	-	-	0%	12,000
Celebration Expense-December	7,939	5,604	15,174	413	575	4%	16,058
Election Expense	4,964	114	1,467	-	-	0%	-
Public Defenders	15,800	13,600	24,404	1,802	5,602	27%	21,000
Old Town Hall Insurance	-	9,619	1,267	106	317	17%	1,850
Transfer to HURF	-	-	32,205	-	-	0%	-
Transfer to LTAF	-	6,042	16,742	2,602	9,009	40%	22,522
Transfer to Senior Center	64,346	63,588	66,357	6,057	21,456	23%	93,970
Transfer to CAP	55,580	56,593	59,208	3,486	12,536	17%	73,816
Transfer to MPC-Bond	290,450	289,300	292,245	24,408	73,225	25%	292,900
Transfer to Grant Fund	-	-	-	-	-	0%	45,000
Lease Payment (Copier)	-	5,019	1,520	-	-	0%	-
DOR Funding SB1216	12,590	12,838	15,653	-	17,253	99%	17,476
TOTALS FOR 8040 ADMINISTRATION	626,874	654,389	692,075	59,874	173,432	17%	1,043,632
Transfer to Other Funds Detail							
HURF	0	0	32,205	0	0	0	0
Local Senior Transportation	0	6,042	16,742	2,602	9,009	40%	22,522
Senior Center	64,346	63,588	66,357	6,057	21,456	23%	93,970
Community Action Program	55,580	56,593	59,208	3,486	12,536	17%	73,816
Municipal Property Corp. (Bond)	290,450	289,300	292,245	24,408	73,225	25%	292,900
Grant Fund	0	0	0	0	0	0%	45,000
Transfer to Other Funds Totals	410,376	415,523	466,757	36,553	116,226	22%	528,208

TOWN OF GUADALUPE GENERAL FUND			Current 2019 Unaudited YTD	Current Month September	Current 2020 YTD	Current % S/B 25% YTD	Adopted FY20
Audited FY17	Audited FY18						
8060 Finance							
Salaries & Wages	91,750	91,101	82,993	6,081	21,283	26%	83,183
Overtime	-	-	-	-	-	0%	-
FICA Expense	6,934	6,883	6,259	458	1,605	25%	6,364
Pension Expense	10,215	10,128	9,359	736	2,568	26%	9,816
Workman's Compensation	234	236	405	24	85	21%	399
Group Health & Dental Insurance	11,201	11,989	11,658	1,103	3,309	25%	13,303
Unemployment Insurance	342	195	80	-	-	0%	221
Life Insurance Expense	58	58	74	7	21	38%	56
Sub-Total Personnel Costs	120,734	120,590	110,829	8,409	28,872	25%	113,341
Office Expense	576	755	710	64	107	14%	750
Printing & Duplicating	1,733	991	2,184	(149)	120	60%	200
Other Operating Expense	1,320	127	208	-	-	0%	350
Small Tools & Equipment	46	-	-	-	-	0%	-
Auditing	14,561	14,561	14,561	-	-	0%	19,000
Telephone	336	344	340	31	97	24%	400
Postage & Mailing	820	1,132	985	(207)	(133)	-22%	600
Travel & Lodging	-	46	-	-	-	0%	-
Dues, Subscriptions & Membership	60	2,000	60	-	-	0%	200
Maintenance Contracts	403	566	537	45	134	22%	600
Meetings & Business Expense	5	-	-	-	-	0%	-
Miscellaneous Charges	1,911	3,878	3,148	320	658	17%	3,800
Equipment Repair	-	-	-	-	-	0%	-
Conferences & Training	149	22	-	-	-	0%	-
Sub-Total Operating Supplies & Services	21,921	24,423	22,734	103	983	4%	25,900
TOTALS FOR 8060 FINANCE	142,655	145,014	133,562	8,513	29,854	21%	139,241
8070 Town Attorney							
Office Expense	1,501	1,335	564	46	55	6%	1,000
Legal Services	86,133	67,916	42,283	9,709	11,724	21%	55,000
Special Legal Services	-	-	-	-	-	0%	-
Prosecution	39,785	50,293	77,297	11,799	19,511	32%	61,000
TOTALS FOR 8070 TOWN ATTORNEY	127,419	119,543	120,144	21,553	31,290	27%	117,000

TOWN OF GUADALUPE GENERAL FUND				Current 2019	Current Month	Current 2020	Current %	Adopted
	Audited	Audited	Unaudited	September	YTD	S/B 25%		
	FY17	FY18	YTD			YTD		FY20
8080 Town Clerk								
Salaries & Wages	30,142	12,144	22,263	2,350	6,213	24%	26,000	
FICA Expense	2,291	929	1,703	180	475	24%	1,989	
Pension Expense	2,262	1,152	2,344	245	648	21%	3,068	
Workman's Compensation	74	32	109	9	25	24%	104	
Group Health & Dental Insurance	3,175	-	-	-	-	0%	-	
Unemployment Insurance	-	164	61	-	-	0%	261	
Life Insurance Expense	18	-	-	-	-	0%	-	
Sub-Total Personnel Costs	37,963	14,422	26,480	2,784	7,361	23%	31,422	
Office Expense	289	369	121	-	28	9%	300	
Printing & Duplicating	1,265	6,263	4,678	92	100	14%	700	
Other Operating Expense	3,931	171	108	-	-	0%	200	
Telephone	172	158	160	13	41	21%	200	
Postage & Mailing	269	251	326	62	177	59%	300	
Travel & Lodging	-	349	-	-	55	12%	450	
Advertising	1,086	119	534	-	5	1%	500	
Dues, Subscriptions & Membership	75	153	195	-	-	0%	125	
Maintenance Contracts	-	-	-	-	-	0%	-	
Meetings & Business Expense	43	-	39	-	115	0%	-	
Other Contractual Services	-	2,480	4,023	226	666	0%	-	
Equipment Repair	-	-	-	-	-	0%	-	
Machinery & Equipment	-	-	-	-	-	0%	-	
Conferences & Training	87	48	350	-	50	10%	500	
Sub-Total Operating Supplies & Services	7,218	10,361	10,532	392	1,236	38%	3,275	
TOTALS FOR 8080 TOWN CLERK	45,180	24,783	37,012	3,176	8,596	25%	34,697	
8090 Community Development								
Salaries & Wages	23,548	23,905	23,882	1,762	6,166	26%	23,688	
FICA Expense	1,761	1,798	1,791	132	463	26%	1,812	
Pension Expense	2,601	2,654	2,714	213	744	27%	2,795	
Workman's Compensation	58	64	116	5	23	24%	95	
Group Health & Dental Insurance	4,626	4,465	5,824	415	1,244	25%	5,078	
Unemployment Insurance	127	75	30	-	-	0%	180	
Life Insurance Expense	24	21	27	3	8	37%	21	
Sub-Total Personnel Costs	32,745	32,981	34,384	2,529	8,647	26%	33,669	
Office Expense	23	109	17	-	-	0%	150	
Printing & Duplicating	388	464	673	33	50	8%	650	
Other Operating Expense	2,209	5,123	628	24	97	10%	1,000	
Telephone	1,094	822	485	40	121	20%	600	
Postage & Mailing	174	38	113	3	14	7%	200	
Dues, Subscriptions & Membership	-	-	-	-	-	0%	-	
Maintenance Contracts	124	-	-	-	-	0%	-	
Meetings & Business Expense	-	5	7	-	-	0%	50	
Miscellaneous Charges	62	-	21	-	-	0%	-	
Contractual Services	1,644	910	2,352	-	-	0%	1,500	
Equipment Repair	187	2,480	239	-	5	0%	-	
Sub-Total Operating Supplies & Services	5,904	9,950	4,534	100	288	7%	4,150	
TOTALS FOR 8090 COMMUNITY DEVELOPMENT	38,649	42,931	38,919	2,630	8,935	24%	37,819	

TOWN OF GUADALUPE GENERAL FUND			Current 2019 Unaudited	Current Month	Current 2020	Current % S/B 25%	Adopted
	Audited FY17	Audited FY18	YTD	September	YTD	YTD	FY20
8100 Information Technology							
Operating Supplies	7,798	4,193	4,814	183	591	7%	8,310
Small Tools & Equipment	-	3,500	4,169	-	-	0%	4,000
Software Expenses	1,800	2,167	8,585	1,168	4,193	43%	9,800
Equipment Repair	621	-	2,729	-	-	0%	6,000
SB Maintenance Contract	15,021	15,772	16,560	-	19,179	110%	17,388
Computer Support & Maintenance	12,274	10,583	10,611	1,131	3,394	21%	16,000
TOTALS FOR 8100 INFORMATION TECHNOLOGY	37,514	36,214	47,469	2,482	27,357	44%	61,498
8120 Building Official							
Office Expense	7	14	6	-	-	0%	-
Printing & Duplicating	163	95	177	22	27	0%	-
Fuel & Oil	-	-	-	-	-	0%	150
Other Operating Expense	-	-	-	-	-	0%	-
Small Tools & Equipment	-	-	-	-	-	0%	-
Telephone	155	158	159	13	40	27%	150
Vehicle Insurance	468	468	468	39	117	21%	570
Meetings & Business Expense	50	-	-	-	-	0%	-
Other Contractual Services	101,980	108,930	89,135	8,085	14,070	16%	90,000
TOTALS FOR 8120 BUILDING SAFETY	103,070	109,731	89,946	8,159	14,254	16%	91,360
8130 Building Maintenance							
Salaries & Wages	12,034	16,576	16,778	1,157	4,494	23%	19,398
FICA Expense	964	1,225	1,284	89	344	23%	1,484
Pension Expense	665	713	754	54	210	22%	972
Workman's Compensation	801	998	1,903	131	509	15%	3,441
Group Health & Dental Insurance	1,245	1,425	1,396	121	362	24%	1,523
Unemployment Insurance	290	226	86	3	20	7%	290
Life Insurance Expense	6	6	8	1	2	20%	12
Sub-Total Personnel Costs	16,004	21,169	22,208	1,555	5,941	22%	27,120
Printing & Duplicating	152	-	164	-	-	0%	25
Fuel & Oil-Town Car	168	111	164	-	-	0%	400
Janitorial Supplies	2,463	2,414	1,451	264	572	22%	2,600
Uniform Expense	181	-	-	-	-	0%	-
Other Operating Expense	1,619	6,488	1,220	-	474	47%	1,000
Building Repairs & Supplies	14,611	27,457	11,239	975	25,288	74%	34,000
Small Tools & Equipment	5	566	77	339	339	136%	250
Telephone	2,476	1,381	1,121	104	208	17%	1,200
Vehicle Insurance	97	97	97	8	24	24%	100
Property Insurance	950	950	950	79	237	18%	1,310
Electricity Expense	18,487	19,635	26,828	4,196	12,586	46%	27,200
Waste Disposal Services	1,959	2,065	1,786	151	350	14%	2,500
Maintenance Contracts	4,343	5,044	5,115	470	1,021	15%	7,000
Miscellaneous Charges	-	-	-	-	190	0%	-
Other Contractual Services	1,588	784	751	113	2,357	471%	500
Equipment Repair	-	-	-	-	97	0%	-
Machinery & Equipment	-	6,000	2,000	-	-	0%	-
Sub-Total Operating Supplies & Services	54,602	82,548	58,363	6,699	43,745	52%	84,285
TOTALS FOR 8130 BUILDING MAINTENANCE	70,606	103,717	80,571	8,255	49,686	45%	111,405

TOWN OF GUADALUPE								
GENERAL FUND		Audited	Audited	Current 2019	Current Month	Current 2020	Current %	Adopted
	FY17	FY18	Unaudited	September	YTD	S/B 25%	YTD	FY20
			YTD					
8210 Police Department								
Printing & Duplicating	185	107	107	-	40	13%		300
Other Operating Expense	729	-	200	-	-	0%		500
Telephone	310	317	317	27	80	19%		410
Maintenance Contracts	-	-	-	-	-	0%		-
Miscellaneous Charges	-	-	-	-	-	0%		-
Police Contract	1,697,381	1,660,185	1,775,048	160,947	482,842	25%		1,931,367
TOTALS FOR 8210 POLICE DEPARTMENT	1,698,605	1,660,609	1,775,673	160,974	482,962	25%		1,932,577
8220 Fire Department								
Salaries & Wages	299,934	355,951	320,532	21,523	74,175	22%		338,395
Overtime	-	-	73,261	7,013	27,080	68%		40,000
Wild Land Fire Wages	51,296	75,752	27,303	-	18,582	22%		85,000
Reserve Firefighter Salaries	326,674	317,740	280,476	14,662	51,074	30%		172,024
FICA Expense	51,397	47,503	53,189	3,265	12,956	27%		48,610
Public Safety Retirement	111,626	96,826	161,659	15,247	53,659	28%		192,504
Workman's Compensation	24,143	25,831	54,053	2,519	9,995	31%		32,220
Group Health & Dental Insurance	29,488	31,451	39,036	3,497	10,840	25%		43,032
Unemployment Insurance	8,771	6,033	3,280	64	448	5%		8,771
Life Insurance Expense	807	803	675	50	149	11%		1,340
Sub-Total Personnel Costs	904,137	957,891	1,013,463	67,840	258,959	27%		961,896
Office Expense	75	173	121	-	39	13%		300
Printing & Duplicating	304	211	232	-	7	1%		900
Food Supplies	-	-	79	-	-	0%		-
Fuel & Oil	12,927	15,240	16,870	1,434	4,908	33%		15,000
Janitorial Supplies	1,626	1,844	1,783	141	771	31%		2,500
Uniform Expense	-	-	11,157	-	-	0%		3,000
Uniform Expense	-	-	-	-	-	0%		-
Other Operating Expense	4,143	4,701	3,781	224	1,474	29%		5,000
EMS Disposal Supplies	6,533	8,306	13,651	715	3,748	17%		21,500
Wild Land Supplies/Training	3,080	3,966	5,044	-	2,801	28%		10,000
Building Repairs & Supplies	5,366	2,325	5,395	139	792	13%		6,000
Auto Repairs/Vehicle Registration	46,306	31,900	43,834	2,897	3,085	11%		28,000
Small Tools & Equipment	4,715	1,030	2,985	859	962	24%		4,000
EMS Small Tools & Equipment	1,620	2,892	1,251	375	552	14%		4,000
Small Tools & Equip.-LaFrance	303	11	-	-	333	0%		-
Protective Clothing	2,629	10,279	4,938	-	786	8%		10,000
Fire Prevention	588	232	453	-	317	32%		1,000
Telephone	4,157	3,921	3,807	333	998	23%		4,400
Postage & Mailing	5	52	12	2	2	1%		200
Travel & Lodging	-	-	-	-	-	0%		400
Liability Insurance	608	608	608	51	152	20%		750
Vehicle Insurance	8,130	8,403	8,130	678	2,033	24%		8,436
Electricity Expense	5,938	5,715	5,487	598	2,026	26%		7,732
Water & Sewer Expense	2,750	2,983	2,866	289	596	17%		3,500
Dues, Subscriptions & Membership	3,506	2,805	4,192	-	1,485	50%		3,000
Maintenance Contracts	781	774	1,897	27	80	5%		1,500
Miscellaneous Charges	296	1,563	-	-	-	0%		-
Other Contractual Services	11,194	3,731	18,110	-	-	0%		1,100
Equipment Repair	-	1,004	2,807	-	-	0%		2,500
Dispatch Services	84,310	83,296	82,856	-	22,118	21%		107,500
Conferences & Training	562	1,288	225	-	-	0%		3,230
Grant Matches	-	5,505	-	-	-	0%		-
Machinery & Equipment	14,654	596,350	-	-	-	0%		2,500
Vehicle/Dispatch Lease Pymnts & Int	-	-	-	-	-	0%		-
Sub-Total Operating Supplies & Services	227,105	801,105	242,572	8,762	50,064	19%		257,948
TOTALS FOR 8220 FIRE DEPARTMENT	1,131,242	1,758,996	1,256,036	76,602	309,024	25%		1,219,844

TOWN OF GUADALUPE GENERAL FUND			Current 2019 Unaudited YTD	Current Month September	Current 2020 YTD	Current % S/B 25% YTD	Adopted FY20
Audited FY17	Audited FY18						
8360 Cemetery							
Salaries & Wages	5,501	4,926	5,371	380	1,308	27%	4,919
FICA Expense	410	366	403	29	99	26%	376
Pension Expense	559	547	594	46	158	27%	580
Workman's Compensation	267	263	512	35	126	32%	398
Group Health & Dental Insurance	852	1,212	1,392	121	362	24%	1,523
Unemployment Insurance	38	22	9	-	-	0%	42
Life Insurance Expense	7	6	8	1	2	21%	11
Sub-Total Personnel Costs	7,633	7,343	8,289	612	2,055	26%	7,851
Uniform Expense	-	-	-	-	-	0%	100
Other Operating Expense	715	504	-	-	-	0%	800
Building Repairs & Supplies	423	4	-	-	92	0%	-
Small Tools & Equipment	-	-	294	-	6	2%	400
Electricity Expense	382	393	349	32	94	22%	420
Water & Sewer Expense	3,252	1,448	1,203	123	246	16%	1,500
Other Contractual Services	1,571	1,665	1,991	255	498	27%	1,850
Equipment Repair	-	-	-	-	-	0%	250
Sub-Total Operating Supplies & Services	6,342	4,013	3,837	410	937	18%	5,320
TOTALS FOR 8360 CEMETERY	13,974	11,356	12,125	1,022	2,992	23%	13,171
8550 Parks							
Salaries & Wages	46,231	52,384	55,735	5,356	18,600	32%	58,623
FICA Expense	3,530	4,001	4,259	410	1,422	32%	4,485
Pension Expense	1,932	2,349	3,719	356	1,255	36%	3,478
Workman's Compensation	1,807	2,110	4,072	330	1,170	28%	4,211
Group Health & Dental Insurance	1,453	1,758	1,858	161	482	24%	2,031
Unemployment Insurance	1,324	782	322	14	65	7%	953
Life Insurance Expense	25	30	38	4	11	29%	38
Uniform Expense	507	-	-	45	386	0%	-
Sub-Total Personnel Costs	56,809	63,414	70,004	6,676	23,390	32%	73,818
Other Operating Expense	5,691	8,418	6,888	964	1,702	34%	5,000
Building Repairs & Supplies	260	2,092	571	-	-	0%	1,000
Small Tools & Equipment	2,268	745	1,425	144	370	18%	2,000
Electricity Expense	25,033	21,590	20,576	1,513	5,188	25%	21,000
Water & Sewer Expense	40,495	48,444	39,119	4,787	10,651	26%	41,000
Miscellaneous Charges	3,208	3,259	3,210	2,550	2,650	53%	5,000
Equipment Repair	2,217	508	2,634	-	936	23%	4,000
Machinery & Equipment	-	-	-	-	-	0%	-
Sub-Total Operating Supplies & Services	79,172	85,057	74,424	9,958	21,497	27%	79,000
TOTALS FOR 8550 PARKS DEPARTMENT	135,982	148,470	144,428	16,634	44,887	29%	152,818
8590 Library							
Other Operating Expense	521	106	-	-	-	0%	200
Building Repairs & Supplies	1,620	4,478	7,201	-	-	0%	2,000
Property Insurance	915	915	915	76	229	23%	1,000
Electricity Expense	5,493	5,222	4,891	600	2,071	35%	6,000
Water & Sewer Expense	630	639	597	56	134	17%	780
Waste Disposal Services	367	367	713	27	54	8%	650
Maintenance Contracts	548	795	746	74	150	16%	950
TOTALS FOR 8590 LIBRARY DEPARTMENT	10,095	12,522	15,064	834	2,637	23%	11,580
Total General Fund Expenses	4,539,240	5,240,584	4,880,051	397,570	1,289,751	24%	5,429,165
GENERAL FUND SUMMARY							
TOTAL GENERAL FUND REVENUES	4,518,480	5,485,140	5,030,050	432,413	1,273,982	26%	4,957,877
TOTAL GENERAL FUND EXPENSES	(4,539,240)	(5,240,584)	(4,880,051)	(397,570)	(1,289,751)	24%	(5,429,165)
REVENUES OVER (UNDER) EXPENDITURES	(20,760)	244,556	149,999	34,843	(15,770)		(471,288)
Beginning Fund Balance	911,794	891,034	1,135,590	1,285,589	1,285,589		1,081,994
Ending Fund Balance	891,034	1,135,590	1,285,589	1,320,432	1,269,820		610,707

GENERAL FUND EXPENSES BY DEPARTMENT

	Audited FY16	Audited FY17	Audited FY18	Unaudited FY19	Difference over (under) Budget	Current % S/B 25% YTD	Current YTD August	Adopted Budget FY20
Mayor & Council	38,683	53,394	70,005	66,358	(445)	24%	16,238	66,733
Municipal Court	225,132	199,261	227,980	199,546	(12,440)	20%	46,635	236,303
Town Manager Administration	63,701	104,722	114,322	171,124	1,100	26%	40,972	159,486
Administration	644,241	626,874	654,389	692,075	(87,476)	17%	173,432	1,043,632
Finance	119,778	142,655	145,014	133,562	(4,956)	21%	29,854	139,241
Attorney	97,519	127,419	119,543	120,144	2,040	27%	31,290	117,000
Town Clerk	79,120	45,180	24,783	37,012	(78)	25%	8,596	34,697
Community Development	79,856	38,649	42,931	38,919	(520)	24%	8,935	37,819
Information Technology	38,376	37,514	36,214	47,469	11,982	44%	27,357	61,498
Building Official	57,257	103,070	109,731	89,946	(8,586)	16%	14,254	91,360
Building Maintenance	71,658	70,606	103,717	80,571	21,834	45%	49,686	111,405
Police Services	1,476,561	1,698,605	1,660,609	1,775,673	(182)	25%	482,962	1,932,577
Fire	1,101,030	1,131,242	1,758,996	1,256,036	4,063	25%	309,024	1,219,844
Cemetery	14,802	13,974	11,356	12,125	(301)	23%	2,992	13,171
Parks	114,789	135,982	148,470	144,428	6,682	29%	44,887	152,818
Library	8,802	10,095	12,522	15,063	(258)	23%	2,637	11,580
Grand Total General Fund Expenses	4,231,303	4,539,240	5,240,583	4,880,051	(67,540)	24%	1,289,751	5,429,165

TOWN OF GUADALUPE			Current 2019	Current	Current 2020	Current %	Adopted
HURF FUND			Unaudited	Month	YTD	S/B 25%	FY20
Revenues	Audited	Audited	YTD	September	YTD	YTD	
	FY17	FY18					
18-8320							
Highway Users Revenue Payments	398,050	412,510	444,501	33,198	110,906	25%	442,328
H2748-One Time Transportation	0	-	-	-	197,802	100%	197,802
Interest Earnings	2,117	4,397	6,725	1,191	3,482	87%	4,000
Miscellaneous Revenue				-	980	0%	
Flood Control Naranjo	-	179,365	-	-	-	0%	-
Transfers From General Fund	-		32,205	-	-	0%	-
Transfers From Sewer	137,728	51,135	100,698	-	-	0%	
TOTAL HURF REVENUES	537,895	647,406	584,129	34,389	313,170	49%	644,130
Expenditures	Audited	Audited	Current 2019	Current	Current 2020	Current %	Adopted
	FY17	FY18	Unaudited	Month	YTD	S/B 25%	FY20
			YTD	September		YTD	
18-8320							
Salaries & Wages-HURF	117,413	124,112	123,864	9,857	35,063	27%	128,802
FICA Expense	8,888	9,311	9,265	738	2,633	27%	9,853
Pension Expense	10,436	11,268	11,934	883	3,181	27%	11,847
Workman's Compensation	4,078	4,469	8,357	606	2,248	29%	7,754
Group Health & Dental Insurance	13,603	17,156	18,546	1,611	4,834	23%	21,066
Unemployment Insurance	1,426	858	343	14	65	5%	1,269
Life Insurance Expense	96	103	129	12	37	51%	73
Sub-Total Personal Costs	155,940	167,277	172,437	13,722	48,060	27%	180,665
Office Expense	1,930	107	52	424	881	0%	-
Fuel & Oil	6,946	8,319	9,913	1,062	3,069	34%	9,000
Uniform Expense	583	543	692	45	386	48%	800
Other Operating Expense	12,454	11,777	10,142	191	1,296	11%	11,500
Building Repairs & Supplies	3,819	18,752	15	51	186	6%	3,000
Auto Repairs/Vehicle Registration	5,295	5,675	5,818	102	2,036	29%	7,000
Street Repair Supplies	92,137	11,541	2,789	-	9,336	40%	23,057
Small Tools & Equipment	5,540	2,167	7,465	180	668	8%	8,000
Auditing	4,622	4,622	4,622	-	-	0%	5,200
Engineering & Architectural Services	187,244	23,535	2,670	-	745	2%	36,000
Flood Mitigation	51,395	275,089	235,030	-	-	0%	-
Mileage Reimbursements	0	-	260	-	-	0%	400
Liability & Property Insurance	5,721	5,721	(246)	477	1,430	20%	7,000
Vehicle Insurance	6,998	6,998	6,998	583	1,750	24%	7,200
Electricity Expense	33,211	33,446	32,810	2,755	8,326	25%	33,000
Water & Sewer Expense	35,080	49,574	34,248	3,777	8,461	21%	40,000
Dues, Subscriptions & Memberships	1,000	1,000	3,000	-	-	0%	1,500
Maintenance Contracts	2,144	2,492	2,455	499	1,526	76%	2,000
Miscellaneous Charges	737	387	-	-	-	0%	400
Equipment Repair	18,035	18,385	18,311	37	721	4%	17,000
Guadalupe Rd. Improvements-H2748	-	-	-	-	-	0%	191,031
Ave del Yaq.-HURF Match (CMAQ/MAG)	-	-	34,206	-	-	0%	59,877
W Guad Rd Underground Lines -HURF Match (SRP)	-	-	-	-	-	0%	-
Conference & Training			440	-	-	0%	500
Sub-Total Operating Supplies & Svcs	474,891	480,129	411,692	10,184	40,816	9%	463,465
TOTAL HURF EXPENSES	630,831	647,406	584,129	23,906	88,876	14%	644,130
TOTAL HURF FUND REVENUES	400,167	596,271	451,226	34,389	313,170		644,130
TOTAL HURF FUND EXPENDITURES	(630,831)	(647,406)	(584,129)	(23,906)	(88,876)		(644,130)
REVENUES OVER (UNDER) EXPENDITURES	(230,664)	(51,135)	(132,903)	10,482	224,294		0
Transfers From General Fund	0	0	32,205	0	0		0
Transfers From Sewer	137,728	51,135	100,698	0	0		0
BEGINNING FUND BALANCE	92,936	0	0	0	0		0
ENDING FUND BALANCE	0	0	0	10,482	224,294		0

TOWN OF GUADALUPE

Local Transportation Assistance Fund				Current	Current	Current %	Adopted
Revenues				Month	Current 2020	S/B 25%	FY20
	Audited	Audited	Current 2019	September	YTD	YTD	
	FY17	FY18	Unaudited				
			YTD				
10-8140							
HB 2565 Transit funds	16,205	16,681	16,740	-	-	0%	16,700
Transfer In-General Fund	-	6,042	16,742	2,602	9,009	40%	22,522
TOTAL LTAF REVENUES	16,205	22,723	33,482	2,602	9,009	23%	39,222
10-814 Expenditures				Current	Current 2020	Current %	Adopted
	Audited	Audited	Current 2019	Month	YTD	S/B 25%	FY19
	FY17	FY18	Unaudited	September	YTD	YTD	FY19
			YTD				
Salaries & Wages	16,690	17,361	20,467	1,696	6,006	25%	23,835
FICA Expense	1,262	1,311	1,535	127	452	25%	1,823
Pension Expense	1,850	1,904	2,332	205	725	27%	2,644
Workman's Compensation	242	264	568	39	136	25%	543
Group Health & Dental Insurance	1,660	1,911	1,909	166	499	25%	2,031
Unemployment Insurance	392	252	109	-	2	1%	369
Life Insurance Expense	9	9	11	1	3	22%	14
Sub-Total Personnel Costs	22,104	23,012	26,931	2,234	7,824	25%	31,259
Other Operating Expense	130	1,331	457	-	-	0%	600
Auto repairs/Vehicle Registration/Ins	267	7,042	2,589	-	40	5%	750
Fuel & Oil	284	360	417	46	182	43%	420
Auditing	2,341	2,341	2,341	-	-	0%	2,341
Liability & Property Ins.	3,710	197	748	321	963	25%	3,852
Machinery & Equipment/Prior Period Adj	144	15	-	-	-	0%	-
Sub-Total Operating Supplies & Services	6,876	11,287	6,551	367	1,185	15%	7,963
TOTALS FOR 10-8140 LTAF FUNDS	28,980	34,300	33,482	2,602	9,009	23%	39,222
TOTAL REVENUES	16,205	16,681	16,740	-	-		16,700
TOTAL EXPENDITURES	(28,980)	(34,300)	(33,482)	(2,602)	(9,009)		(39,222)
REVENUES OVER (UNDER) EXPENDITURES	(12,775)	(17,619)	(16,742)	(2,602)	(9,009)		(22,522)
Transfer from General Fund	-	6,043	16,742	2,602	9,009		22,522
BEGINNING FUND BALANCE	24,351	11,576	0	0	0		0
ENDING FUND BALANCE	11,576	(0)	0	0	0		(22,522)

**TOWN OF GUADALUPE
SENIOR CENTER REVENUES**

	Current 2019			Current	Current	Current %	Adopted
	Audited	Audited	Unaudited	Month	Current 2020	S/B 25%	
	FY17	FY18	YTD	September	YTD	YTD	
Congregate Meals Income	54,480	52,850	75,515	5,811	17,433	25%	69,734
Home Delivered Meals Income	41,159	41,160	41,159	3,430	10,290	25%	41,159
Senior Center Operations Income	30,044	30,045	13,520	1,000	3,000	25%	12,000
Transportation Income	15,979	15,978	15,979	1,332	3,996	25%	15,979
Miscellaneous Revenues	-	4,627	698	-	-	0%	-
In Kind (space)	-	-	-	-	-	0%	-
Program Income-Congregate Meal	6,093	7,755	8,107	610	1,825	34%	5,386
Program Income-Home Delivered	215	60	44	-	3	1%	263
Program Income-Transportation	12	57	57	12	48	10%	458
Transfers In from General Fund	64,346	63,588	66,357	6,057	21,456	23%	93,970
TOTAL SENIOR CENTER REVENUES	212,328	216,120	221,436	18,252	58,051	24%	238,949
			Current	Current	Current		
	Audited	Audited	2019	Month	2020	%	Adopted
	FY17	FY18	Unaudited	September	YTD	S/B 25%	FY20
Expenditures-Congregate Meals							
Salaries & Wages	28,453	29,104	34,199	3,736	13,081	31%	42,836
Diff Agency vs Town	-	-	-	-	-	0%	-
FICA Expense	1,978	2,190	2,538	275	968	30%	3,277
Pension Expense	3,068	2,850	3,798	452	1,578	31%	5,055
Workman's Compensation	379	408	888	82	278	29%	976
Group Health & Dental Insurance	2,484	3,145	5,186	449	1,347	18%	7,515
Unemployment Insurance	307	307	77	-	-	0%	324
Life Insurance Expense	23	24	29	3	8	26%	32
Sub-Total Personnel Costs	36,692	38,028	46,714	4,997	17,260	29%	60,013
Office Expense	43	110	98	26	35	35%	100
Printing & Duplicating	110	28	42	-	28	29%	95
Food Supplies	36,194	30,234	26,032	3,154	6,673	20%	32,990
Janitorial Supplies	654	837	906	108	148	16%	900
Other Operating Expense	3,232	2,171	2,991	122	532	18%	3,000
Space Rent	-	-	-	-	-	0%	-
Building Repairs & Supplies	2,981	2,111	1,228	-	945	46%	2,040
Small Tools & Equipment	1,676	-	-	-	-	0%	-
Auditing	588	588	588	-	-	0%	600
Legal Services	400	400	367	67	100	25%	400
Telephone	144	165	162	13	40	20%	200
Liability Insurance	621	621	621	52	155	24%	650
Property Insurance	192	192	192	16	48	23%	207
Electricity Expense	3,877	3,917	3,889	411	1,527	36%	4,300
Water & Sewer Expense	527	669	656	56	105	15%	700
Natural Gas Expense	230	280	264	20	63	20%	320
Waste Disposal Services	293	293	313	29	58	21%	272
Dues, Subscriptions & Memberships	340	475	399	-	-	0%	50
Maintenance Contracts	1,100	696	569	98	178	25%	704
Miscellaneous Charges	-	63	-	-	-	0%	-
Other Contractual Services	695	211	1,534	-	-	0%	600
Conferences & Training	5	-	-	-	59	59%	100
Machinery & Equipment	1,115	16,816	7,395	-	-	0%	-
Sub-Total Operating Supplies & Services	55,017	60,875	48,245	4,171	10,693	22%	48,228
Total Congregate Meals	91,709	98,903	94,959	9,168	27,953	26%	108,241

	Audited FY17	Audited FY18	Current 2019 Unaudited YTD	Current Month September	Current 2020 YTD	Current % S/B 25% YTD	Adopted FY20
8422 Home Delivered Meals							
Salaries & Wages	28,870	29,374	32,616	2,629	9,205	27%	33,764
Diff Agency vs Town	-	-	-	-	-	0%	-
FICA Expense	2,182	2,213	2,424	195	684	26%	2,583
Pension Expense	3,106	2,877	3,642	318	1,111	28%	3,984
Workman's Compensation	385	412	847	56	194	25%	769
Group Health & Dental Insurance	2,084	2,747	5,192	449	1,347	25%	5,484
Unemployment Insurance	307	299	77	-	-	0%	324
Life Insurance Expense	23	19	29	3	8	16%	53
Sub-Total Personnel Costs	36,957	37,940	44,827	3,651	12,550	27%	46,962
Office Expense	11	29	50	7	9	36%	25
Printing & Duplicating	31	8	12	-	8	26%	30
Food Supplies	10,900	9,329	8,661	1,010	2,017	18%	11,111
Fuel & Oil	-	-	-	-	-	0%	-
Janitorial Supplies	173	222	240	28	39	11%	350
Other Operating Expense	2,902	1,949	2,267	110	478	16%	3,000
Space Rent	-	-	-	-	-	0%	-
Building Repairs & Supplies	745	528	283	-	86	43%	200
Auto Repairs/Vehicle Registration	-	-	-	-	-	0%	-
Small Tools & Equipment	96	-	-	-	-	0%	-
Auditing	-	-	-	-	-	0%	-
Legal Services	400	400	367	67	100	22%	450
Telephone	310	317	317	27	80	20%	400
Liability Insurance	155	155	155	13	39	17%	225
Vehicle Insurance	-	-	-	-	-	0%	-
Property Insurance	48	48	48	4	12	19%	63
Electricity Expense	969	979	972	103	382	35%	1,087
Water & Sewer Expense	132	167	164	14	26	10%	250
Natural Gas Expense	58	70	66	5	16	13%	122
Waste Disposal Services	73	73	78	7	15	21%	68
Dues, Subscriptions & Membership	340	475	399	-	-	0%	50
Maintenance Contracts	1,100	696	569	98	178	25%	704
Miscellaneous Charges	-	63	-	-	-	0%	-
Other Contractual Services	535	145	1,345	-	-	0%	450
Equipment Repair	484	1,262	453	-	582	89%	650
Machinery & Equipment	-	-	-	-	-	0%	-
Conferences & Training	2	-	-	-	23	29%	80
Sub-Total Operating Supplies & Services	19,464	16,914	16,447	1,492	4,090	21%	19,315
Total Home Delivered Meals	56,421	54,854	61,274	5,142	16,639	25%	66,277

	Audited FY17	Audited FY18	Current 2019 Unaudited YTD	Current Month September	Current 2020 YTD	Current % S/B 25% YTD	Adopted FY20
8423 Senior Center Operations							
Salaries & Wages	36,747	34,216	35,091	1,466	5,145	17%	30,443
Salaries & EREs: Executive on Loan	-	-	-	-	-	0%	-
FICA Expense	2,769	2,563	2,579	106	376	16%	2,329
Pension Expense	3,805	3,450	3,759	178	621	17%	3,592
Workman's Compensation	499	485	919	30	103	15%	694
Group Health & Dental Insurance	3,373	4,419	8,074	699	2,096	33%	6,296
Unemployment Insurance	309	209	86	-	-	0%	350
Life Insurance Expense	36	29	46	4	13	23%	58
Sub-Total Personnel Costs	47,537	45,371	50,553	2,482	8,353	19%	43,762
Office Expense	106	269	226	64	85	34%	250
Printing & Duplicating	286	459	689	90	180	30%	600
Food Supplies	42	4	118	-	-	0%	200
Janitorial Supplies	1,097	1,403	1,519	180	248	18%	1,400
Other Operating Expense	546	685	818	63	190	32%	600
Space Rent	-	-	-	-	-	0%	-
Building Repairs & Supplies	3,726	2,639	1,416	-	432	22%	2,000
Small Tools & Equipment	47	-	-	-	-	0%	-
Auditing	-	-	-	-	-	0%	-
Legal Services	400	400	367	67	100	22%	450
Telephone	310	317	317	27	80	20%	400
Postage & Mailing	1	2	14	1	2	5%	35
Liability Insurance	776	776	(137)	65	194	22%	900
Property Insurance	239	239	239	20	60	24%	250
Electricity Expense	4,846	4,896	4,861	513	1,908	35%	5,425
Water & Sewer Expense	659	837	820	70	131	15%	850
Natural Gas Expense	288	350	330	25	78	22%	350
Waste Disposal Services	367	367	392	36	73	21%	340
Dues, Subscriptions & Membership	350	350	411	-	-	0%	50
Maintenance Contracts	892	546	-	100	182	26%	712
Meetings & Business Expense	-	-	-	-	-	0%	-
Miscellaneous Charges	-	-	-	-	35	0%	-
Other Contractual Services	345	111	23	-	-	0%	-
Equipment Repair	484	1,263	453	-	582	89%	650
Sub-Total Operating Supplies & Services	15,806	15,911	13,400	1,320	4,559	29%	15,462
Total Senior Center Operations	63,343	61,282	63,953	3,803	12,912	22%	59,224
8424 Transportation							
Fuel and Oil	852	1,081	1,250	139	547	11%	5,207
Auto Repairs/Vehicle Registration	-	-	-	-	-	0%	-
Insurance	-	-	-	-	-	0%	-
Telephone	-	-	-	-	-	0%	-
Total Transportation	852	1,081	1,250	139	547	11%	5,207
TOTAL SENIOR CENTER EXPENDITURES	212,325	216,120	221,436	18,252	58,051	24%	238,949
Total Senior Center Revenues	147,982	152,532	155,079	12,195	36,595	25%	144,979
Total Senior Center Expenses	(212,325)	(216,120)	(221,436)	(18,252)	(58,051)	24%	(238,949)
REVENUES OVER (UNDER) EXPENDITURES	(64,343)	(63,589)	(66,357)	(6,057)	(21,456)		(93,970)
Transfers from General Fund	64,346	63,588	66,357	6,057	21,456	23%	93,970
Beginning Fund Balance	0	0	0	0	0		0
Fund Balance Year End	0	0	0	0	0		0

TOWN OF GUADALUPE COMMUNITY ACTION PROGRAM			Current 2019	Current	Current 2020	Current %	Adopted
Revenues	Audited FY17	Audited FY18	Unaudited YTD	Month September	YTD	S/B 25% YTD	FY20
County	35,000	35,000	35,000	5,283	16,720	48%	35,000
Tribal Grants	-	42,403	42,163	7,558	16,714	21%	80,000
Transfers In From General Fund	55,580	56,593	59,208	3,486	12,536	17%	73,816
TOTAL CAP REVENUES	90,580	133,996	136,371	16,327	45,970	24%	188,816
Expenditures	Audited FY17	Audited FY18	Unaudited YTD	Current Month September	Current 2020 YTD	Current % S/B 25% YTD	Adopted FY20
8440 Salaries & Wages	51,554	59,160	63,828	6,076	19,514	27%	72,280
FICA Expense	3,825	4,524	4,881	465	1,492	27%	5,529
Pension Expense	5,336	5,436	5,831	396	1,510	25%	6,039
Workman's Compensation	428	442	849	62	217	26%	847
Group Health & Dental Insurance	13,387	9,953	10,541	910	2,731	25%	10,968
Unemployment Insurance	637	438	176	3	9	1%	629
Life Insurance Expense	89	27	62	6	18	18%	97
Sub-Total Personnel Costs	75,255	79,980	86,168	7,917	25,491	26%	96,389
Office Expense	455	414	439	-	429	71%	600
Printing & Duplicating	1,152	375	1,274	-	400	27%	1,500
Food Supplies	1,396	1,140	1,000	-	-	0%	1,000
Fuel & Oil & Auto Repairs	136	1,565	1,133	71	104	15%	700
Janitorial Supplies	0	89	26	-	23	29%	80
Other Operating Expense	690	193	486	9	234	78%	300
Building Repairs & Supplies	193	902	-	166	267	53%	500
Auditing	284	284	284	-	-	0%	300
Telephone	785	795	799	67	201	22%	900
Postage & Mailing	58	164	181	-	3	1%	350
Liability Insurance	767	767	767	64	192	29%	652
Vehicle Insurance	482	482	482	40	121	19%	625
Property Insurance Expenses	1,087	1,087	130	91	272	25%	1,100
Electricity Expense	1,373	1,305	1,223	150	1,018	64%	1,600
Water & Sewer Expense	210	196	218	19	45	17%	260
Waste Disposal Services	367	384	326	27	54	15%	360
Dues, Subscriptions & Memberships	261	-	-	-	-	0%	300
Maintenance Contracts	2,445	1,196	1,386	148	404	34%	1,200
CAP Assistance Program	0	38,918	41,684	7,558	16,714	21%	80,000
Other Contractual Services	0	2,129	-	-	-	0%	-
Conferences & Training	8	-	-	-	-	0%	100
Machinery & Equipment	0	-	-	-	-	0%	-
Sub-Total Operating Supplies & Services	12,149	52,384	51,835	8,410	20,478	22%	92,427
TOTAL CAP EXPENSES	87,404	132,364	138,003	16,327	45,970	24%	188,816
TOTAL CAP REVENUES	35,000	77,403	77,163	12,841	33,434		115,000
TOTAL CAP EXPENSES	(87,404)	(132,364)	(138,003)	(16,327)	(45,970)	(0)	(188,816)
REVENUES OVER (UNDER) EXPENDITURES	(52,404)	(54,961)	(60,840)	(3,486)	(12,536)	-	(73,816)
Transfers from General Fund	52,404	56,593	59,208	3,486	12,536		73,816
Beginning Fund Balance	0	0	1632	0	0		0
Fund Balance Year End	0	1632	0	0	0		0

TOWN OF GUADALUPE MERCADO FUND							
Revenues	Audited FY17	Audited FY18	Current 2019 Unaudited YTD	Current month September	Current 2020 YTD	Current % S/B 25% YTD	Adopted FY20
Tianguis Rents	86,511	110,749	110,149	9,336	26,833	24%	110,000
Past Due Rents & Utilities Paid	0	-	6,275	3,451	5,361	0%	-
Utilities Billed	21,903	27,588	28,183	2,690	6,929	25%	28,000
Prior Year Retained Earnings Used	0	-	-	8,601	12,854	0%	-
Patio Rentals	16,234	8,715	29,572	975	4,400	23%	19,000
Miscellaneous Revenues	4,458	4,937	115	-	4	2%	200
TOTAL MERCADO REVENUES	129,105	151,988	174,293	25,053	56,382	36%	157,200
Expenditures	Audited FY17	Audited FY18	Current 2019 Unaudited YTD	Current month September	Current 2020 YTD	Current % S/B 25% YTD	Adopted FY20
Salaries & Wages	21,319	17,953	22,984	2,187	7,202	26%	28,216
FICA Expense	1,599	1,349	1,725	167	549	25%	2,158
Pension Expense	2,109	(12,118)	2,545	265	869	26%	3,329
Workman's Compensation	621	533	1,289	134	439	40%	1,099
Group Health & Dental Insurance	707	893	953	83	249	25%	1,016
Unemployment Insurance	288	143	110	-	-	0%	241
Life Insurance Expense	4	4	5	1	2	9%	17
Sub-Total Personnel Costs	26,648	8,758	29,610	2,836	9,309	26%	36,075
Janitorial Supplies	2,922	1,920	2,814	505	1,097	34%	3,200
Uniform Expense	0	-	60	-	77	0%	-
Other Operating Expense	1,068	1,248	605	45	55	4%	1,500
Building Repairs & Supplies	24,869	34,299	24,633	6,010	10,440	30%	35,000
Small Tools & Equipment	446	172	2,015	144	342	17%	2,000
Auditing	0	-	-	-	-	0%	-
Dues, Subscriptions & Memberships	1,144	-	1,963	-	134	9%	1,500
Liability Insurance	1,287	1,287	1,287	107	322	27%	1,195
Property Insurance	2,412	4,199	1,199	201	603	25%	2,420
Electricity Expense	41,742	46,137	45,414	5,732	17,950	40%	45,000
Water & Sewer Expense	9,667	9,903	8,408	956	1,882	19%	10,000
Waste Disposal Services	4,586	4,586	4,900	454	909	20%	4,500
Maintenance Contracts	638	494	-	-	-	0%	600
Miscellaneous Charges	5	1,875	808	-	-	0%	1,000
Other Contractual Services	18,350	17,684	14,955	2,500	2,500	1250%	200
Sign Improvements	5,361	500	-	-	-	0%	-
Building Improvements	0	-	6,189	-	5,200	58%	9,000
Depreciation Expense	22,043	(1,571)	-	-	-	0%	-
Past Due Rents and Utilities Not Paid	4,806	25,419	14,209	5,563	5,563	0%	-
Sub-Total Operating Supplies & Svcs	141,346	148,151	129,458	22,217	47,072	40%	117,115
TOTAL EXPENSES FOR MERCADO FUND	167,994	156,909	159,068	25,053	56,382	37%	153,190
TOTAL MERCADO REVENUES	129,105	151,988	174,293	16,452	43,528		157,200
TOTAL MERCADO EXPENDITURES	(167,994)	(156,909)	(159,068)	(25,053)	(56,382)		(153,190)
REVENUES OVER (UNDER) EXPENDITURES	(38,889)	(4,921)	15,225	(8,601)	(12,854)		4,010
BEGINNING Net Position	65,279	26,019	21,098	36,323	36,323		36,951
Prior Year Retained Earnings (Used)	(38,889)	(4,921)	15,225	(8,601)	(12,854)	-	4,010
ENDING Net Position	26,391	21,098	36,323	27,721	23,469		40,961

**TOWN OF GUADALUPE SEWER
SERVICE FUND**

	Audited FY17	Audited FY18	Current 2019 Unaudited YTD	Current Month September	Current 2020 YTD	Current % S/B 25% YTD	Adopted FY20
Revenues							
Sewer User Fees	79,738	80,752	80,514	13,507	20,281	25%	80,578
Sewer Tap & Connection Fees	-	-	-	-	-	0%	-
Prior Year Retained Earnings Used	-	-	78,454	38,462	132,302	86%	154,426
Investment Earnings	6,753	15,336	24,416	1,732	5,935	30%	20,000
TOTAL SEWER REVENUES	86,490	96,088	183,384	53,701	158,518	62%	255,004

	Audited FY17	Audited FY18	Current 2019 Unaudited YTD	Current Month September	Current 2020 YTD	Current % S/B 25% YTD	Adopted FY20
Expenditures							
Salaries & Wages	27,032	49,702	58,196	4,089	14,525	27%	53,617
FICA Expense	1,970	3,396	4,007	285	1,028	25%	4,102
Pension Expense	2,769	17,976	6,206	454	1,614	26%	6,327
Workman's Compensation	971	1,088	2,082	142	540	29%	1,873
Group Health & Dental Insurance	3,475	7,549	10,072	883	2,649	26%	10,155
Unemployment Insurance	130	216	55	-	-	0%	275
Life Insurance Expense	19	33	44	4	13	27%	46
Uniform Expense	0	-	-	-	-	0%	100
Other Operating Expense	36,476	-	-	-	-	0%	-
Sewer Line Repairs & Assessment	72,849	40,926	840	47,758	137,893	78%	176,900
Auditing	251	251	398	-	-	0%	400
Liability Insurance	632	807	398	53	158	20%	810
Vehicle Insurance	0	-	-	-	-	0%	-
Electricity Expense	390	357	388	32	98	24%	400
Depreciation Expense	(13,598)	34,224	-	-	-	0%	-
Transfers Out	137,728	51,135	100,698	-	-	0%	-
Total Expenses	271,093	207,662	183,384	53,701	158,518	62%	255,004

TOTAL SEWER REVENUES	86,490	96,088	104,930	15,239	26,216	100,578
TOTAL SEWER EXPENSES	(271,093)	(207,662)	(183,384)	(53,701)	(158,518)	(255,004)
REVENUES OVER (UNDER) EXPENDITURES	(184,603)	(111,574)	(78,453)	(38,462)	(132,302)	(154,426)

Beginning Retained Earnings	1,459,257	1,274,655	1,163,081	1,084,628	1,084,628	904,689
Prior Year Retained Earnings (Used)	(184,603)	(111,574)	(78,454)	(38,462)	(132,302)	(154,426)
Total Net Position, End of Year	1,274,655	1,163,081	1,084,628	1,046,166	952,326	750,263

TOWN OF GUADALUPE SOLID WASTE FUND			Current 2019	Current	Current 2020	Current %	Adopted
	Audited	Audited	Unaudited	Month	YTD	S/B 25%	FY20
Revenues	FY17	FY18	YTD	September	YTD	YTD	FY20
Refuse Fees	322,925	326,991	327,250	55,279	83,004	26%	323,003
Truck Reservations	1,700	900	1,050	0	200	0%	-
Prior Year Retained Earnings Used	0	0	25,437	0	7,540	14%	54,874
TOTAL SOLID WASTE REVENUES	324,625	327,891	353,737	55,279	90,744	24%	377,877
Expenditures	FY17	FY18	YTD	September	YTD	YTD	FY20
Clean Up Days	1,556	308	755	5	15	0%	15,000
Auditing/Insurance	2,363	2,363	1,165	197	591	23%	2,560
Residential Pick Up Charges	258,105	258,222	275,961	23,774	71,321	26%	272,748
Roll Off Fees	54,472	65,862	75,855	11,735	18,818	21%	87,569
TOTAL SOLID WASTE EXPENSES	316,495	326,755	353,737	35,711	90,744	24%	377,877
TOTAL SOLID WASTE REVENUES	324,625	327,891	328,300	55,279	83,204		323,003
TOTAL SOLID WASTE EXPENSES	(316,495)	(326,755)	(353,737)	(35,711)	(90,744)		(377,877)
REVENUES OVER (UNDER) EXPENDITURES	8,130	1,136	(25,437)	19,568	(7,540)		(54,874)
Beginning Retained Earnings	267,233	275,363	276,499	251,062	251,062		182,830
Prior Year Retained Earnings (Used)	0	0	(25,437)	0	7,540		(54,874)
Total Net Position, End of Year	275,363	276,499	251,062	270,630	243,522		127,956

**TOWN OF GUADALUPE
MUNICIPAL PROPERTY
CORPORATION (MPC)**

Revenues	Audited FY17	Audited FY18	Current 2019 Unaudited YTD	Current Month September	Current 2020 YTD	Current % S/B 25% YTD	Adopted FY20
Transfers In/Out	290,450	289,300	292,245	24,408	73,225	25%	292,900
TOTAL MPC REVENUES	290,450	289,300	292,245	24,408	73,225	25%	292,900

Expenditures	Audited FY17	Audited FY18	Current 2019 Unaudited YTD	Current Month September	Current 2020 YTD	Current % S/B 25% YTD	Adopted FY20
Bond Principal	220,000	215,000	273,725	22,810	68,431	25%	273,725
Interest on Bonds	70,450	74,300	18,520	1,598	4,794	25%	19,175
TOTAL MPC EXPENSES	290,450	289,300	292,245	24,408	73,225	25%	292,900

TOTAL MPC REVENUES	290,450	289,300	292,245	24,408	73,225		292,900
TOTAL MPC EXPENSES	290,450	289,300	292,245	24,408	73,225		292,900
NET AVAILABLE/(DEFICIT)	-	-	-	-	-		-
Transfers from General Fund	290,450	289,300	292,245	24,408	73,225	-	292,900
Beginning Retained Earnings	0	0	0	0	0		0
Year End Retained Earnings							
Net of related capital assets and depreciation	0	0	0	0	0		0

TOWN OF GUADALUPE

GRANT FUND

	Audit FY17	Adjusted FY18	Current 2019 Unaudited YTD	Current Month September	Current 2020 YTD	Current % S/B 25% YTD	Adopted FY20
Revenues							
FEMA SAFER Grant			57,653	19,073	62,926	-	216,831
PYT Rental/Food Assistance			-	-	-	0%	80,000
Gila River Community Economic Assistance Program			-	-	-	0%	70,000
Sub-Total Operating			57,653	19,073	62,926		366,831
Ak-Chin Senior Center roof			8,338	23,848	24,588	205%	-
Court Security Grant-CSI			6,399	-	-	0%	-
Flood Mitigation-FCD-Grant		128,319	250,000	-	-	0%	-
E Guad Rd Underground Lines -SRP			-	-	-	0%	200,000
W Guad Rd Underground Lines -SRP			-	-	-	0%	221,000
E/W Guad Rd Underground Lines -SRP (Match) From General Fund			-	-	-	0%	45,000
Guad Pavement Replacement Phase VII		3,200	-	-	-	0%	438,873
8098 Guadalupe Pavement DG1405	36,606	-	-	-	-	0%	-
PYT Maint. Equipment			15,000	-	-	0%	50,000
Tohono O'dham Type 1 Fire Truck Pymnt			-	-	65,971	101%	65,000
*Ak-Chin Type 1 Fire Truck Pymnt		23,117	93,103	-	-	0%	65,000
Sub-Total Construction Improv Projects	39,734	154,636	372,840	23,848	90,559	8%	1,084,873
Ak-Chin Senior Center Wellness Program			-	-	-	0%	60,000
PYT Elder Activity Programming			-	-	-	0%	80,000
Gila River Community Health and Public Safe			-	-	-	0%	77,000
Gila River Cultural Heritage Events Programi			-	-	-	0%	31,000
PYT Avenida del Yaqui Project			-	-	-	0%	380,000
PYT Vaou Nawi Streetlights			-	-	-	0%	320,000
Tohono O'odham Stottlemyre Park Path Ligh			-	-	-	0%	45,000
Tohono O' odham Cardiac Heart Monitors			-	-	-	0%	60,000
Tohono O'odham Active Shooter Equipment			-	-	-	0%	20,000
Ak-Chin Turn out gear-Fire			-	-	-	0%	70,000
FEMA Air and Light Trailer			-	-	-	0%	-
Gila River Command Vehicle			-	-	-	0%	75,000
Fort McDowell Security Cameras			-	-	-	0%	40,000
Fort McDowell Renovate Old Town Hall			-	-	-	0%	30,000
Miscellaneous Grants			18,429	-	-	0%	1,604,740
Sub-Total Requested Grants			18,429				2,892,740
TOTAL GRANT REVENUES	39,734	154,636	448,921	42,921	153,485	0	4,344,444

	Audit FY17	Adjusted FY18	Current 2019 YTD	Current Month September	Current 2019 YTD	Current % S/B 25% YTD	Adopted FY20
Expenditures							
Salaries & Wages-SAFER			38,141	11,296	38,914	0%	126,271
FICA Expense-SAFER			2,925	864	2,977	403%	9,660
Pension Expense-SAFER			6,665	4,420	13,261	6%	49,422
Workman's Compensation-SAFER			2,532	661	2,278	179%	7,392
Group Health & Dental Insurance-SAFER			7,290	1,808	5,425	10%	22,849
Unemployment Insurance-SAFER			41	-	-	693%	783
Life Insurance Expense-SAFER			59	24	71	0%	454
PYT Rental/Food Assistance			-	-	-	0%	80,000
Gila River Community Economic Assistance f			-	-	-	0%	70,000
Sub-Total Operating			57,653	19,073	62,926	13	366,831
Ak-Chin Senior Center Roof			8,338	23,848	24,588	0%	-
Court Security Grant-CSI			6,399	-	-	0%	-
Flood Mitigation-FCD-Grant		128,319	250,000	-	-	0%	-
E Guad Rd Underground Lines -SRP			-	-	-	0%	200,000
W Guad Rd Underground Lines -SRP			-	-	-	0%	221,000
E/W Guad Rd Underground Lines -SRP (Match) From General Fund			-	-	-	0%	45,000
Guad Pavement Replacement Phase VII		3,200	-	-	-	0%	438,873
PYT Maint. Equipment			15,000	-	-	0%	50,000
Tohono O'dham Type 1 Fire Truck Pymnt			-	-	65,971	0%	65,000
*Ak-Chin Type 1 Fire Truck Pymnt		23,117	93,103	-	-	101%	65,000
Sub-Total Construction Improv Projects	3,128	154,636	372,840	23,848	90,558	0%	1,084,873
Ak-Chin Senior Center Wellness Program			-	-	-	0%	60,000
PYT Elder Activity Programming			-	-	-	0%	80,000
Gila River Community Health and Public Safe			-	-	-	0%	77,000
Gila River Cultural Heritage Events Programi			-	-	-	79%	31,000
PYT Avenida del Yaqui Project			-	-	-	0%	380,000
PYT Vaou Nawi Streetlights			-	-	-	0%	320,000
Tohono O'odham Stottlemyre Park Path Ligh			-	-	-	0%	45,000
Tohono O' odham Cardiac Heart Monitors			-	-	-	0%	60,000
Tohono O'odham Active Shooter Equipment			-	-	-	0%	20,000
Ak-Chin Turn out gear-Fire			-	-	-	0%	70,000
FEMA Air and Light Trailer			-	-	-	0%	-
Gila River Command Vehicle			-	-	-	0%	75,000
Fort McDowell Security Cameras			-	-	-	0%	40,000
Fort McDowell Renovate Old Town Hall			-	-	-	0%	30,000
Miscellaneous Grants			18,429	-	-	0%	1,604,740
Sub-Total Requested Grants			18,429			1	2,892,740
TOTAL GRANT EXPENSES	3,128	154,636	448,922	42,921	153,484	0%	4,344,444

TOTAL REVENUES	39,734	154,636	448,921	42,921	153,485	5%	4,344,444
TOTAL EXPENDITURES	3,128	154,636	448,922	42,921	153,484	5%	4,344,444
REVENUES OVER (UNDER) EXPENDITURES	0	0	0	0	0	0	0
BEGINNING FUND BALANCE	0	0	0	0	0	0	0
ENDING FUND BALANCE	0	0	0	0	0	0	0

TOWN OF GUADALUPE PROGRAM INCOME FUND				Current 2019	Current	Current 2020	Current %	Adopted
Revenues	Audited	Audited	Unaudited	Month	Current 2020	S/B 25%	Adopted	
	FY17	FY18	YTD	September	YTD	YTD	FY20	
45-4950/8751 Housing (GCDC Rents used for CDBG Homes)	4,638	5,700	4,969	400	1,200	0%	5,000	
8088 La Cuarenta Improvements DG1210	-	-	-	-	-	-	-	
8090 Repave DG1203 (\$358,550)	-	-	-	-	-	-	-	
8088 CDBG-DG1604 -400,800	48,100	307,883	-	-	-	-	-	
8093 DG 1804 Phase IV	-	-	568,652	-	-	-	-	
Solarez-DG1204 40-8088	-	-	-	-	-	-	-	
8098 Guadalupe Pavement DG1405	36,606	-	-	-	-	-	-	
8087 Demolition DG1209	42,055	-	-	-	-	-	-	
Program Income	-	34,756	35,504	2,983	8,948	0%	39,600	
TOTAL CDBG/HOME REVENUES	131,398.64	348,339	609,126	3,383	10,148	0%	44,600	
Expenditures	Audited	Audited	Current 2019	Current	Current 2020	Current %	Adopted	
	FY17	FY18	Unaudited	Month	Current 2020	S/B 25%	Adopted	
	FY17	FY18	YTD	September	YTD	YTD	FY20	
45-8751 Other Housing (GCDC & CDBG Homes Repairs)	3,128	2,763	1,877	175	838	0%	5,000	
8094 Home UC1107 New Const-283,941	-	-	-	-	-	0%	-	
8095 Home UC1107A Rehab-200,000	-	-	-	-	-	0%	-	
8092 CDBG-DG1313 Guestelo	-	-	-	-	-	0%	-	
8098 Guadalupe Pavement DG1405	-	-	-	-	-	0%	-	
8093 DG 1804 Phase IV	-	303	568,652	-	-	0%	-	
8088 CDBG 1604	48,100	307,883	-	-	-	0%	-	
8087 CDBG-2018-2019	42,055	-	-	-	-	0%	-	
8088 CDBG Solarez DG1204	-	-	-	-	-	0%	-	
8091 Home 307-13-330,000	-	-	-	-	-	0%	-	
40-8091 Program Income (Pymnts collected & sent to CDBG)	7	-	129,451	-	19,888	0%	39,600	
TOTALS FOR PROGRAM INCOME FUND	93,290	310,949	699,980	175	20,726	1%	44,600	
TOTAL REVENUES	131,399	348,339	609,126	3,383	10,148		44,600	
TOTAL EXPENDITURES	(93,290)	(310,949)	(699,980)	(175)	(20,726)		(44,600)	
REVENUES OVER (UNDER) EXPENDITURES	38,108	37,390	(90,854)	3,208	(10,578)	-	-	
*BEGINNING FUND BALANCE	83,977	122,085	159,475	68,621	68,621		58,043	
ENDING FUND BALANCE	122,085	159,475	68,621	71,829	58,043		58,043	

Total All Expenses/All Funds

	Audited FY16	Audited FY17	Audited FY18	Unaudited FY19	Difference over (under) Budget	Current % S/B 25% YTD	Current YTD 2020	Adopted Budget FY20
General Fund	4,231,303	4,539,240	5,240,584	4,880,051	(67,540)	24%	1,289,751	5,429,165
LTAf	32,222	28,980	34,300	33,482	(796)	23%	9,009	39,222
HURF	360,396	630,831	647,406	584,129	(72,156)	14%	88,876	644,130
Senior Center	224,234	211,157	216,120	221,436	(1,686)	24%	58,051	238,949
CAP	112,620	87,404	132,364	138,003	(1,234)	24%	45,970	188,816
Tianguis	182,756	167,994	156,909	159,068	18,084	37%	56,382	153,190
Sewer	37,346	271,093	207,662	183,384	94,767	62%	158,518	255,004
Refuse	312,563	316,495	326,755	353,737	(3,726)	24%	90,744	377,877
MPC	294,046	290,450	289,300	292,245	0	25%	73,225	292,900
Grant Fund	2,686	3,128	154,636	448,922	(932,627)	4%	153,484	4,344,444
Program Income Fund	11,541	93,290	310,949	699,980	9,576	46%	20,726	44,600
Grand Total All Funds	5,801,711	6,640,063	7,716,984	7,994,437	-957,339	17%	2,044,735	12,008,297

RESOLUTION NO. R2019.21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING A BUDGET ADJUSTMENT WITHIN THE FY 2018/19 GENERAL FUND BY TRANSFERRING \$25,500 FROM THE ADMINISTRATION COST CENTER TO GENERAL FUND OPERATING DEPARTMENTS: TOWN MANAGER, COMMUNITY DEVELOPMENT, TOWN ATTORNEY AND FIRE WITH COST OVERRUNS THAT WERE UNFORESEEN AT THE TIME THE FY2018/19 BUDGET WAS ADOPTED.

BE IT RESOLVED by the Town Council of the Town of Guadalupe, Arizona, as follows:

SECTION 1. The transfers of funds from the FY 2018/19 General Fund, Administration Department to the General Fund operating departments of: Town Manager, Community Development, Town Attorney and Fire Department in the amounts herein below specified is hereby authorized:

Fiscal Year 2018-2019

<u>Transfer From:</u>	<u>Transfer To:</u>	<u>Amount</u>
General Fund-Administration Department	General Fund-Town Manager	\$10,000
General Fund-Administration Department	General Fund-Comm. Dev.	\$1,000
General Fund-Administration Department	General Fund-Town Attorney	\$3,500
General Fund-Administration Department	General Fund-Fire Dept.	\$11,000

Total: \$25,500

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA THIS _____ DAY OF _____, 2019.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard, Town Attorney



GUADALUPE TOWN COUNCIL MEETING SCHEDULE AND NOTICE

JANUARY 2020 THROUGH DECEMBER 2020

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

Pursuant to Town Resolution 2017-01, the regularly scheduled Town Council meetings shall be held at 6:00 p.m. on the second and fourth Thursdays of the month in the Council Chambers, Guadalupe Town Hall, 9241 S. Avenida del Yaqui, Guadalupe, Arizona unless the meetings fall on a holiday, or are otherwise posted for a different time or place.

Special meetings of the Town Council may be scheduled for various dates, times, or locations.

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

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

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

Month	2nd Thursday Date:	4th Thursday Date:
January	9	23
February	13	27
March	12	26
April	9	23
May	14	28
June	11	25
July	9	23
August	13	27
September	10	24
October	8	22
November	12	26 - MEETING CANCELLED Thanksgiving Day
December	10	24 Christmas Eve

Council meeting dates for special consideration:

- March 12, 2020 Week of spring break
- November 26, 2020 Thanksgiving Day (meeting cancelled due to holiday)
- December 24, 2020 Christmas Eve (for the past two years, Town Hall has been closed, at the direction of Town Council)



MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

2411 West 14th Street, Tempe, AZ 85281-6942

EDUCATIONAL SERVICES AGREEMENT

This agreement is between **THE TOWN OF GUADALUPE** (“The Town”) and **MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT** (“MCCCD”) for its Colleges (the “College(s)”) the provision of certain educational services (“Agreement”).

BACKGROUND

In support of The Town’s mission “to strengthen the future of The Town of Guadalupe and its residents through programs and services that support and enhance career exploration and educational opportunities available to its residents and the surrounding community,” The Town is seeking career exploration and educational opportunities for its residents and to members of the surrounding communities (“Students”).

MCCCD will provide learning opportunities that align with The Town’s mission.

MCCCD and The Town desire to enter into a mutually beneficial agreement for the provision of career learning opportunities (the “Program”).

AGREEMENT

The parties agree as follows:

1. **Duration.** This Agreement will be effective on November 1, 2019 (“Effective Date”) and will expire on October 31, 2024 (“Term”) unless terminated under Paragraph 5, or renewed through a written amendment issued pursuant to Paragraph 11.
2. **Enrollment Requirements.** The minimum number of Students required per Program is 15 Students. The Town will provide the total number and names of each Student to the Colleges no later than 10 business days prior to the Program start date to allow the Colleges to properly plan and prepare and produce the Program materials. Enrollment is open to The Town’s residents for at least the first 15 seats and to Non-Town residents for any remaining available seats.
3. **Town Resident.** For the purpose of this Agreement a Town resident is a person who currently resides in the Town of Guadalupe for at least a period of three (3) months, with proof of official identification (Arizona Identification Card or State of Arizona driver’s license along with the most current 3 months utility bills or residential lease agreement).
3. **Instructional Services and Career Foundations.**
 - 3.1 The Colleges will provide instructors for the Programs. The Programs will be offered at two College locations and one Town location
 - a) GateWay Community College (“GWCC”), Central City Campus: 1245 East Buckeye Road, Phoenix, AZ 85034,
 - b) Guadalupe Center South Mountain Community College (“SMCC”): 9233 S. Avenida del Yaqui, Guadalupe, AZ 85283; or

c) The Guadalupe Mercado, Multipurpose Room: 9201 S. Avenida del Yaqui, Guadalupe, AZ 85283.

3.2 Students will enroll in the Program of choice through the Colleges' enrollment process.

a) *Certified Logistics Associate*

- This Program prepares for work in the supply chain and warehousing industry. The Program's short term benefits allow the Students to prepare for the certifying exam in as little as one week. The Program is partnered with employers that want to hire successful graduates. Students must be 18 years of age or older, eligible to work in the United States, and pass a timed exam on a computer.
- This Program will be held at South Mountain Community College Guadalupe Center or at GateWay Community College Central City Campus.

b) *Electrical Installer*

- This is a 372 clock hour course that results in a Certificate of Competency (CCT) for Electrical Installer that introduces the fundamentals of electrical theory, residential wiring, and a basic understanding of electrical requirements of the National Electric Code (NEC).
- This Program may be held at the South Mountain Community College Guadalupe Center or at GateWay Community College Central City Campus

c) *Career Foundations*

- This is a non-credit Program designed to focus on career assessments, resume writing, interview skills, and can also include college readiness components.
- This will be offered at the South Mountain Community College Guadalupe Center.

4. **Billing for Program Services.**

4.1 The total price for all Town Students to attend the Programs, for at least 45 Students (15 Students per Program) including applicable learning materials (books) , lab fees, exam fees, tools and supplies, instruction, Program development and management, awards and celebration will be assessed to the Town. MCCCCD will invoice The Town 50% of the total Program costs at least 10 days prior to the Program start date to secure classrooms and instructional staff. Payment is due to MCCCCD within 30 days of the invoice date. The remaining balance will be due to MCCCCD within 30 days of the Town's receipt of the MCCCCD invoice. The Town may also choose to make one payment in full. MCCCCD Program fees are estimated. Fees may change based on cost fluctuations Program materials, instructor fees, etc. MCCCCD shall use its best commercial efforts to limit any increases hereunder as much as possible and MCCCCD agrees to provide backup documentation for increases upon The Town's request. The Town will be invoiced and responsible for payment for any of The Town Students who drop out of the Program(s) per MCCCCD refund policy.

4.1.1 Program Fees for Town Students:

- Certified Logistics Associate Program
 - \$680.00 per Student
- Electrical Installer Program
 - \$2,375.00 per Student
- Career Foundation Program
 - \$225.00 per Student

4.2 All non-Town Students will be responsible for paying the Colleges directly for the cost of attending the Program(s). Program course fees shall reflect current MCCCDC rates for its colleges at the time of non-Town Student enrollment. MCCCDC fees and tuition rates are subject to change.

5. Termination.

5.1 Either party may terminate this Agreement by giving a 30-day written notice of intent to terminate to the other party.

5.2 MCCCDC and the Colleges may terminate this Agreement under Arizona Revised Statutes §38-511 for a conflict of interest.

6. Indemnification. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury or any person (including death) or property damage, but only to the extent that such claims which resulting vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

7. Nondiscrimination. The Town will comply with all applicable state and federal law, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans With Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, age, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. MCCCDC also prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, citizenship status (including document abuse), disability, veteran status or genetic information.

8. Disability Guidelines. The Town warrants that it complies with all applicable Arizona and federal disabilities laws and regulations. The Town warrants that the services to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 *et seq.*) and its implementing regulations set forth at Title 28, Code of Federal Regulations, Parts 35 and 36, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194; and maintain, if applicable, Web Content Accessibility Guidelines 2.0 at Level AA (WCAG 2.0 AA). The Town further agrees to indemnify and hold harmless MCCCDC from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Agreement.

9. Governing Law. This Agreement will be governed by the laws of the State of Arizona. Nothing in this Agreement waives either party's sovereign immunity.

10. Funds Unavailable. MCCCDC and the Colleges may terminate this Agreement in future fiscal years if funds become unavailable for the Programs that this Agreement supports.

11. Amendment. The parties may amend this Agreement only through a written amendment signed by representatives of each party who are authorized to sign contracts.

12. **Use of MCCCDCollege Logo or Name.** The Town may only use MCCCDC's or the College's name or logo for the Programs subject to this Agreement and only with the prior written approval of MCCCDC or the Colleges.

THE TOWN OF GUADALUPE:

MCCCDC:

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
for GateWay Community College

By: _____
Its Authorized Agent

By: _____
Its Authorized Agent

Name: _____

Name: Leslie Kyman Cooper

Title: _____

Title: General Counsel

Date: _____

Date: _____

Other Approvals (if required)

By: _____

Name: _____

Title: _____

Date: _____

Building Guadalupe's Future

The Town of Guadalupe partners with Maricopa County Community Colleges District



Guadalupe Town Residents Enjoy FREE TUITION

These programs will run from January through March 2020. Residents may choose only one course, tuition free, from the following menu of programs:

Certified Logistics Associate

Learn a new career in one week. This program prepares students for work in the supply chain and warehousing industry. The program's short term benefits allow you to prepare for the certifying exam in as little as one week. The program is partnered with employers that want to hire successful graduates. Must be 18 years of age, eligible to work in the US, and pass a timed exam on a computer. This program will be held at the Guadalupe South Mountain Community College center or GateWay Community College's Central City Campus.

Electrical Installer

This is a 372 clock hour program that results in a Certificate of Competency (CCT) for Electrical Installer that introduces the fundamentals of electrical theory, residential wiring, and a basic understanding of electrical requirements of the National Electric Code (NEC). This program may be held at the Guadalupe South Mountain Community College center or GateWay Community College's Central City Campus.

Career Foundations

This is a non-credit program designed to focus on career assessments, resume writing, interview skills, and can also include college readiness components. This will be offered at the Guadalupe South Mountain Community College center.

For more information please contact:

Mirella Urias at GWCC | 602-238-4351 | mirella.urias@gatewaycc.edu
 Kyle Mitchell at SMCC | 602-243-8340 | kyle.mitchell@southmountaincc.edu



The Maricopa County Community College District (MCCCD) is an EEO/AA institution and an equal opportunity employer of protected veterans and individuals with disabilities. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, or national origin. A lack of English language skills will not be a barrier to admission and participation in the career and technical education programs of the District.

The Maricopa County Community College District does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs or activities. For Title IX/504 concerns, call the following number to reach the appointed coordinator: (480) 731-8499. For additional information, as well as a listing of all coordinators within the Maricopa College system, visit www.maricopa.edu/non-discrimination.

Construyendo el Futuro de Guadalupe



Asociado Certificado en Logística

Aprenda una nueva carrera en una semana. Este programa prepara a los estudiantes para trabajar en la cadena de suministro e industria de almacenamiento (supply chain and warehousing). Los beneficios a corto plazo de los programas le permiten a usted aprender y estudiar para el examen de certificación en una semana. El programa está asociado con empleadores que desean contratar a graduados exitosos. Usted debe tener 18 años de edad, ser elegible para trabajar en los Estados Unidos, aprobar un examen cronometrado en una computadora. Esto se llevará a cabo tanto en el centro de Guadalupe South Mountain Community College como en el campus central de la ciudad de GateWay Community College.

Instalador eléctrico

Este es un programa de 372 horas que resultará en un Certificado de Competencia (CCT) para Instalador Eléctrico que introduce los fundamentos de la teoría eléctrica, cableado residencial, y una comprensión básica de los requisitos de electricidad del Código Eléctrico Nacional (NEC). Esto se llevará a cabo tanto el centro de Guadalupe South Mountain Community College como el campus central de la ciudad de GateWay Community College.

Fundamentos de carrera

Este es un programa sin crédito diseñado para enfocarse en evaluaciones de carrera, reanudar la escritura, habilidades de entrevista, y también puede incluir componentes de preparación para la universidad. Esto se ofrecerá en el centro de Guadalupe South Mountain Community College.

Para obtener más información, por favor comuníquese con:

Mirella Urias at GWCC | 602-238-4351 | mirella.urias@gatewaycc.edu
 Kyle Mitchell at SMCC | 602-243-8340 | kyle.mitchell@southmountaincc.edu



MARICOPA
COMMUNITY COLLEGES



GATEWAY
COMMUNITY COLLEGE
A MARICOPA COMMUNITY COLLEGE



SOUTH MOUNTAIN
COMMUNITY COLLEGE
A MARICOPA COMMUNITY COLLEGE

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