

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

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

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

**THURSDAY, FEBRUARY 9, 2023
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

Esteban F. V. Fuerte
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

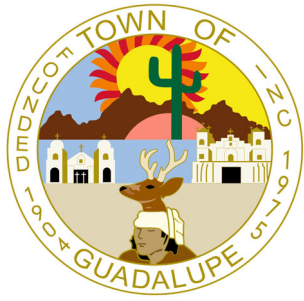
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Town Council Chambers
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283
Phone: (480) 730-3080
Fax: (480)-505-5368

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Guadalupe Town Council and to the public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, February 9, 2023, 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 January 26, 2023, 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 PRESENTATION:
 - 1. Anthony Flores won "Youth of the Year" by the Boys and Girls Club
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
 - 1. **MARICOPA COUNTY SHERIFF'S OFFICE UPDATE:** Council will receive an update from representatives from the Maricopa County Sheriff's Office regarding public safety in the Town of Guadalupe. Council may provide direction to the Town Manager / Clerk. *(there is no material for this item)*



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2. **APPROVAL OF CONTRACT – RESIDENTIAL STREET LIGHT INSTALLTION:** Council will consider and may act to award contract (C2023-01) to Flouresco Services, in the amount of \$60,354.73 , for all work related to supplying and installing 14 street lights including traffic control, site safety, security and local resident coordination, supply and install street light electrical system, supply and install street light pole and mast arm with pole numbers, install town supplied led street light (or luminaire) with internal dimmer and dimmable photoelectric cell, remove and salvage town owned street light, light fixture shield installation, and coordination with Salt River Project. Funding for this contract is available through the adopted Fiscal Year 2023 Highway User Revenue Fund Budget. Council may provide direction to the Town Manager / Clerk.

3. **CHIEF FISCAL OFFICER DESIGNATION (RESOLUTION NO. R2023.01):** Council will consider and may take action to adopt a Resolution R2023.01 designating Jeff Kulaga, Town Manager/Clerk as the Chief Fiscal Officer, as required annually by the Arizona Auditor General through the Arizona Revised Statutes §§42-17101 and 42-17102. The Chief Fiscal Officer is responsible for officially submitting the Fiscal Year 2023 Expenditure Limitation Report to the Auditor General. Council may provide direction to the Town Manager / Clerk.

H. TOWN MANAGER/CLERK'S COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



February 9, 2023

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: **February 9, 2023, Town Council Regular Meeting Information Report**

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

Agenda Items:

D1. JANUARY 26, 2023, REGULAR COUNCIL MEETING MINUTES (PAGES 4 – 10)

F1. ANTHONY FLORES WON “YOUTH OF THE YEAR” BY THE BOYS AND GIRLS CLUB (PAGE 11)

G1. MARICOPA COUNTY SHERIFF’S OFFICE UPDATE: Council will receive the monthly update from representatives from the Maricopa County Sheriff’s Office regarding public safety in the Town of Guadalupe. Council may provide direction to the Town Manager / Clerk. *(there is no material for this item)*

G2. APPROVAL OF CONTRACT - STREET LIGHT POLES AND MAST ARMS (PAGES 12 – 24): It is recommended that Town Council award contract (C2023-01) to Flouresco Services, in the amount of \$60,354.73, for all work related to supplying and installing 14 streetlights in the Calle Carlos neighborhood, as illustrated on the PowerPoint. Flouresco Services submitted the lowest bid for this project.

The Contract Scope of Work includes:

- Traffic Control, Site Safety, Security & Local Resident Coordination
- Supply and Install Street Light Electrical System; Supply and Install Street Light Pole and Mast Arms
- Install Town Supplied LED Street Light (or Luminaire) with Internal Dimmer and Dimmable Photoelectric Cell
- Remove and Salvage Town Owned Street Light; Install Light Fixture Shields and Fixture Dimming Adjustment

Bids were solicited on December 23, 2022, with a bid submittal deadline of January 27, 2023. Two bid proposals submitted are as follows:

BID TABULATION	Submitted Cost
Flouresco Services	\$60,354.73
Signature Projects	\$84,630.00

Should the contract be awarded, the Notice to Proceed for Flouresco Services will be issued January 10, 2023. It is anticipated that all work on this contract shall be completed within 120 Calendar days after award of this contract and issuance of formal “Notice to Proceed”. Funding for this contract is available through the adopted Fiscal Year 2023 Highway User Revenue Fund Budget.

G3. CHIEF FISCAL OFFICER DESIGNATION (RESOLUTION NO. R2023.01) (PAGE 25): Council will consider and may take action to adopt a resolution designating Jeff Kulaga, Town Manager/Clerk as the Chief Fiscal Officer, as required annually by the Arizona Auditor General through the Arizona Revised Statutes §§42-17101 and 42-17102. The Chief Fiscal Officer is responsible for officially submitting the Fiscal Year 2023 Expenditure Limitation Report to the Auditor General. Council may provide direction to the Town Manager / Clerk.



Minutes

Town Council Regular Meeting

January 26, 2023

Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, January 26, 2023, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

A. Vice Mayor Vital called the meeting to order at 6:04 p.m.

B. ROLL CALL

Councilmembers Present: Vice Mayor Ricardo Vital and Councilmember Esteban F. V. Fuerte

The following councilmembers participated via video conference: Mayor Valerie Molina, Councilmember Anita Cota Soto, Councilmember Elvira Osuna, and Councilmember Mary Bravo

Councilmembers Absent: Councilmember Joe Sánchez

Staff Present: Rocio Ruiz – Deputy Town Clerk, David Ledyard – Town Attorney, and Barry Aylstock – Town Attorney

Staff participated via video conference: Jeff Kulaga – Town Manager / Clerk

C. INVOCATION/PLEDGE OF ALLEGIANCE

Councilmember Soto provided the invocation. Vice Mayor Vital then led the Pledge of Allegiance.

D. APPROVAL OF MINUTES

1. Approval of the January 12, 2023, Town Council Regular Meeting Minutes.
2. Approval of the January 19, 2023, Town Council Special Meeting Minutes.

Motion by Councilmember Fuerte to approve agenda items D1 and D2; second by Mayor Molina. Motion passed unanimously on a voice vote 6-0.

1. Councilmembers approved the January 12, 2023, Town Council Regular Meeting Minutes.
2. Councilmembers approved the January 19, 2023, Town Council Special Meeting Minutes.

E. CALL TO THE PUBLIC:

Vice Mayor Vital called upon Bianca Trujillo to address the Council. Ms. Trujillo expressed her concerns regarding individuals experiencing homelessness, drug abuse, and camping out in the neighborhood. Ms. Trujillo stated her family is being exposed to health hazards and drug paraphernalia. Ms. Trujillo stated she wants the issue addressed. Ms. Trujillo stated she wants to know the status of placing signs as mentioned in a previous meeting by Maricopa County Sheriff's Office representative Captain Bailey.

Vice Mayor Vital stated this issue will be placed on future agenda items so they can discuss, and Town Manager will follow up.

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Vice Mayor Vital called upon Kimberly Valencia to address the Council. Ms. Valencia stated she has the same concern as Ms. Trujillo. Ms. Valencia stated she has been a resident for 16 years and has raised her children in the neighborhood. Ms. Valencia stated she wants her kids to feel safe however she is not as comfortable having the individuals experiencing homelessness being near her home and having nightly fires. Ms. Valencia stated she wants to make sure something is being done about her concern.

Vice Mayor Vital thanked her for voicing her concerns and stated it will be placed on future agenda items so they can discuss.

Vice Mayor Vital called upon Abelardo Valenzuela to address the Council. Mr. Valenzuela expressed concern with the same issues Ms. Trujillo and Ms. Valencia had regarding individuals experiencing homelessness being at the park day and night. Mr. Valenzuela stated he has not been able to continue utilizing the park like he used to in the past. Mr. Valenzuela stated they work hard to keep the community clean and safe. Mr. Valenzuela expressed his concern sending his children by themselves having homeless individuals nearby. Mr. Valenzuela stated he called a few times to have someone talk to the individuals so they can leave but then they came back. Mr. Valenzuela stated he needs help and is requesting help from the Town. Mr. Valenzuela stated there is car access in the alley and they drive by day and night. Mr. Valenzuela expressed concern with a neighbor using the alley to store wood. Mr. Valenzuela stated his children must walk around the area to get to their bus. Mr. Valenzuela requested a call back or feedback.

Vice Mayor Vital confirmed it will be placed on future agenda items so they can discuss and invited Mr. Valenzuela to the Event "Coffee with a Cop."

F. MAYOR AND COUNCIL PRESENTATION: – None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. REPRESENTATIVE OSCAR DE LOS SANTOS:

Vice Mayor Vital called upon representative Oscar De Los Santos to share key legislative challenges facing the Arizona State Legislature during 2023.

Oscar De Los Santos introduced himself and offered to have a strong working relationship with the town. Mr. De Los Santos outlined his work with committees he is on and his stance with bills being introduced. Mr. De Los Santos stated House Bill 2061 makes it impossible for cities and towns to levy tax on food and that may be of concern to Guadalupe.

In response to a question from Councilmember Bravo regarding where the bill goes now and when it will be voted on, Mr. De Los Santos stated there is not a date but can be as early as next week. The Bill will then go to a State Senate committee and then to the floor of the Senate. If it passes there, it will go to the governor who can sign it or veto it. Mr. De Los Santos stated he believes there is enough votes in the House and Senate to pass. Mr. De Los Santos stated that if the Town does not stand for the Bill, then the governor should be made aware.

In response to a question from Mayor Molina regarding if other representatives have spoken to other small towns they represent about this bill, Mr. De Los Santos stated he is not aware of any private conversations his counterparts have had.



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In response to a question from Mayor Molina regarding if he sees anything on the horizon to help the state with homelessness, Mr. De Los Santos stated housing and homelessness is a top priority for him. Mr. De Los Santos stated Wallstreet mega investors are buying up homes which then makes it harder for residents to purchase homes. Residents then convert to renters and Wallstreet companies rent them out at high prices pushing people into homelessness. Mr. De Los Santos stated he is working on prohibiting Wallstreet to buy single – family homes to allow homes to be bought by residents. Mr. De Los Santos stated the legislator and governor should be appropriating money to a housing trust fund. This fund can be used on just about anything that relates to housing like building or rental assistance.

In response to a question from Councilmember Fuerte regarding if the funds only have one use or could it be use for a multitude of things, Mr. De Los Santos stated the director of the fund has discretion of how to spend it and in the past the director will allocate funds to multiple housing priorities.

In response to a question from Councilmember Bravo regarding supplementing Towns with other funding if House Bill 2061 passes, Mr. De Los Santos stated that is not part of the bill. Mr. De Los Santos stated there was a similar bill being introduced that would end renters' tax as well.

In response to a question from Mayor Molina regarding addressing mental health issues and drug abuse within the homelessness community, Mr. De Los Santos stated he has seen bills around mental health such as scholarships for mental health professionals and monies in the governor's budget for mental health professionals in our K-12 schools. Mr. De Los Santos stated there is a debate surrounding treatment for substance abuse. Mr. De Los Santos stated a lot of people end up becoming addicted through prescription medication. Doctors and pharmacists are not currently required to explain the potential for addiction when prescribing the addictive drugs. Mr. De Los Santos stated there is a bill that will require doctors and pharmacists to warn and inform the patient fully about the risks they are taking on.

In response to a question from Councilmember Bravo regarding additional help for veterans experiencing homeless, Mr. De Los Santos stated he will have to research this information. Mr. De Los Santos stated he wrote a bill to prevent veterans to experience homelessness by creating a fund that helps veterans regain veteran benefits.

Mayor Molina thanked Mr. De Los Santos for coming and invited him to an event on February 18th at 10am Coffee with a Cop and the topic being homelessness. Mr. De Los Santos committed to come once a month or as needed to advocate for small town often forgotten.

2. GUADALUPE LIBRARY PROGRAMMING:

Vice Mayor Vital called upon Andrea Castaneda from the Maricopa County Library District (MCDL) - Guadalupe Library to update the Town Council on upcoming library events, programming, and services.

Ms. Castaneda introduced herself and provided history on the Guadalupe Library. Ms. Castaneda provided an overview of 2021 vs 2022 and the impacts Covid had on the library resources. MCDL has 6 service Pillars however of the 6 Guadalupe Library focuses on Civic and Community Engagement, Digital Learning, Early Childhood Literacy, and Education and Lifelong Learning. Ms. Castaneda stated the Guadalupe Library programming is focused on youth with some adult, teen, and family programs. The Guadalupe Library partners with Pascua Yaqui Tribe, Boys and Girls Club, and the Town and discussed programs. Ms. Castaneda gave an overview of the Guadalupe Library space and how it is set up. Ms. Castaneda discussed challenges the library is facing. Ms. Castaneda thanked Council for allowing her to present.

In response to a question from Mayor Molina regarding attending the education event on February 4th at the Mercado, Ms. Castaneda stated she will be there.

3. PUBLIC HEARING – CONDITIONAL USE PERMIT REQUEST FOR 8215 SOUTH CALLE MOCTEZUMA (CU2023-01): *(continued from the January 12, 2023 Regular Council Meeting)*

Vice Mayor Vital stated that this agenda item is to hold a public hearing to obtain a Conditional Use Permit request to locate a mobile home on the property of 8215 South Calle Moctezuma per the Guadalupe Town Code, Section § 154.065 (D) (5). The property is zoned R1-6, Maricopa County Assessor Parcel #APN 301-09-035. The Applicant is Yolanda E. Garcia. *(related to G4)*

Motion by Mayor Molina to open the public hearing; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 6-0.

Vice Mayor Vital opened the public meeting.

Yolanda Garcia, property owner and applicant, stated she wants to place a manufactured home on her property and wants to know how to obtain a permit.

Motion by Councilmember Bravo to close the public hearing; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 6-0.

The public hearing was closed.

Councilmembers held a public hearing to obtain a Conditional Use Permit request to locate a mobile home on the property of 8215 South Calle Moctezuma per the Guadalupe Town Code, Section § 154.065 (D) (5). The property is zoned R1-6, Maricopa County Assessor Parcel #APN 301-09-035. The Applicant is Yolanda E. Garcia. *(related to G4)*

4. CONDITIONAL USE PERMIT REQUEST FOR 8215 SOUTH CALLE MOCTEZUMA (CU2023-01): *(continued from the January 12, 2023 Regular Council Meeting)*

Vice Mayor Vital stated that this agenda item is for Council to consider and may take action to approve or deny a Conditional Use Permit request for a mobile home to be located on the property of 8215 South Calle Moctezuma per the Guadalupe Town Code, Section § 154.065 (D) (5). The property is zoned R1-6, Maricopa County Assessor Parcel #APN 301-09-035. The Applicant is Yolanda E. Garcia. *(related to G3)*

Jeff Kulaga, Town Manager / Clerk, stated Ms. Garcia applied to obtain a conditional use permit for a manufactured home. Mr. Kulaga outlined requirements for the manufactured home and recommended approval with compliance of the requirements. Mr. Kulaga stated the town must issue a certificate of occupancy to ensure it is properly built and secured to the ground.

Ms. Garcia stated she will follow up with Deputy Town Clerk on next steps.

In response to a question by Mayor Molina regarding where the home is, Ms. Garcia stated the home is currently located in Tucson Arizona. The home was built in 1989 and is ready to be moved to Guadalupe Arizona. Ms. Garcia stated she only has one picture of the HUD tag, and it is the same tag attached to the mobile home. Ms. Garcia stated she is ready to lay the cement down for the home foundation as soon as she is given the permit.



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In response to a question by Councilmember Bravo regarding if the Town does an inspection prior to the home coming to the town and is there a newer home inspection done, Mr. Kulaga stated the building inspector will inspect the home to issue the certificate of occupancy. Mr. Kulaga clarified that this Conditional Use permit is to allow the home to come however the second part to this is to ensure the home is in proper condition and issue the certificate of occupancy.

David Ledyard, Town Attorney, stated there are two steps, one being could any manufactured home be place there, and secondly is this specific manufacture home allowed to be place there. Mr. Ledyard indicated there is a concern once the mobile home is here and there are issues with the home, then the home would have to return to Tucson.

In response to a question by Councilmember Bravo regarding if we can request a home inspector in Tucson to inspect the home prior to its arrival to Guadalupe due to concerns with the year it was built and the condition of the home, Ms. Garcia stated the requirement only indicates it has to be newer than 1976.

Mr. Kulaga stated that is only one of other requirements and the Town will be happy to work with her. Mr. Kulaga expressed concern with the Garcia Family going through an expense of moving the home here and the home not being in proper working order per our requirements. Mr. Kulaga stated he is not sure if the home currently has a certificate of occupancy issued in Tucson.

In response to a question by Vice Mayor Vital regarding the one way street where the property is located and providing surrounding homeowners a proper notification to advise the road will be blocked, Ms. Garcia stated the movers have already came to see the property and street.

In response to a question by Mayor Molina regarding who gives the neighbors proper notification, Mr. Kulaga stated there is not a requirement however the Town will work with the applicant to provide proper notification.

Mr. Kulaga expressed concern with approving this permit and still meeting requirements for the certificate of occupancy once the home is here. This permit allows the land to accept the home however the home still must be in proper working condition and properly secure. Mr. Kulaga stated this is only step one, this permit does not allow just any type of unit being placed on the land.

In response to a question by Councilmember Bravo regarding if Council gives approval of this conditional use permit can the applicant then get a newer manufactured home, Mr. Ledyard stated this permit allows a mobile home be on the lot. If in the future, if she decides to remove the home and place a newer one the lot, the permit will that however the new home will then have to meet the requirements of the Town.

In response to a question by Mayor Molina regarding if the applicant understands permit is approved and the manufactured home arrives and the inspector deems it uninhabitable then the home must go back to Tucson, Ms. Garcia stated she understood.

In response to a question by Councilmember Bravo regarding the courtesy letter to neighbors that informs them of the day the house will be delivered, Ms. Garcia indicated it has not been done because she does not know when the house will be delivered yet.

Mayor Molina stated Town will work with Yolanda in giving neighbors proper notification of the home delivery date.

Motion by Councilmember Fuerte to approve agenda item G4; second by Mayor Molina. Motion passed unanimously on a voice vote 6-0.

Councilmembers approved a Conditional Use Permit, for a mobile home to be located on the property of 8215 South Calle Moctezuma per the Guadalupe Town Code, Section § 154.065 (D) (5). The property is zoned R1-6, Maricopa County Assessor Parcel #APN 301-09-035. The Applicant is Yolanda E. Garcia. (related to G3)

5. AMENDED AND RESTATED BILLBOARD LICENSE AGREEMENT:

Vice Mayor Vital stated that this agenda item is for Council to consider and may take action to approve an amended and restated License Agreement (C2023-01), in substantially the form of, with CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company, to allow the use of Town owned land, located at the intersection of Calle Bella Vista and Calle Yusucu (APN 301-11-937) for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories. This amended and restated License is for a term of 25 years commencing on January 1, 2024, through December 31, 2049, where the Town will receive \$3,238,597.13 in General Fund revenues through the term of this license agreement. This amended and restated license agreement extends the 20-year original agreement adopted in May 2003. Council may provide direction to the Town Manager / Clerk.

Jeff Kulaga, Town Manager / Clerk, stated this is the second of two amended and restated Billboard License Agreements with Clear Channel. Both Agreements are similar. This agreement is for the Yusucu Location and staff recommends approval.

Mayor Molina thanked Town Manager for the work he put into these agreements.

Motion by Councilmember Bravo to approve agenda item G5; second by Mayor Molina. Motion passed unanimously on a voice vote 6-0.

6. 2022 12% REVENUE SHARING GRANT STATUS REPORT:

Vice Mayor Vital stated that this agenda item is for Council to receive a status report of the 2022 12% Revenue Sharing Grant (gaming grants) requests, which include 17 individual grants for Town services, programs, equipment, and infrastructure needs totaling \$1,017,000. Council may provide direction to the Town Manager / Clerk.

Jeff Kulaga, Town Manager / Clerk, gave an overview of status report of the 2022 12% Revenue Sharing Grant (gaming grants) requests. Mr. Kulaga stated we received \$72,000 from Ak-Chin Community for Fire Department radio replacements, \$62,000 from Gila River Indian Community for CAP Food Rescue and Home Delivery Support services and from \$54,000 for the Pascua Yaqui Tribe for community and cultural event public safety services. Mr. Kulaga stated Fort McDowell and Tohono O'odham grants are still pending. Mr. Kulaga Thanked tribes for their continued support.

Mayor Molina thanked Town Manager and staff for keeping up with grants and providing for the Town.

7. AGREEMENT RELATED TO PERSONNEL MATTER:

Motion by Vice Mayor Vital to approve agenda item G7; second by Mayor Molina. Motion passed unanimously on a voice vote 6-0.

Councilmembers approved an agreement related to Personnel matter (C2023-02).



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H. TOWN MANAGER/CLERK'S COMMENTS

Jeff Kulaga, Town Manager / Clerk

- Guadalupe Bridge will be closed 01/27/23 - 01/30/23 due to ADOT construction related to I-10 Broadway curve widening project.

I. COUNCILMEMBERS' COMMENTS

Councilmember Bravo

- Thanked staff for their work.
- Hoped to have a solution for resident concerns that were brought up today.
- Wished everyone a safe and warm weekend.

Councilmember Osuna

- Thanked the community for expressing the concerns.
- Thanked staff for their work.

Councilmember Fuerte

- Little League will be out this Saturday and Sunday at the fire station from 9am – 11:30 am to registering kids and option for scholarships are still available.
- Saturday at the fire station a sponsor will be handing out food boxes.

Vice Mayor Vital

- Saturday vaccine clinic from 9am – 1pm.
- Unity Walk Saturday at Tempe Beach Park starting at 4:30pm and the walk starting at 6pm.

Mayor Molina

- Invited the community to the Unity Walk and wear Maroon.
- Invited the community to “Coffee with a Cop” with MCSO and topic of discussion on Feb 18th will be homeless issue around town and Code Enforcement.

J. ADJOURNMENT

Motion by Councilmember Fuerte to adjourn the Regular Council Meeting; second by Mayor Molina. Motion passed unanimously on a voice vote 6-0.

The meeting was adjourned at 7:36 p.m.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the September 8, 2022, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Jeff Kulaga, Town Manager / Town Clerk

In Recognition of

A CERTIFICATE
PRESENTED TO

Anthony Flores

for **Youth of the Year** by the Boys and Girls Club

Jeff Kulaga
Town Manager

Valerie Molina
Mayor



III. CONTRACT AGREEMENT

THIS AGREEMENT made as of the ____ day of _____ in the year of Two Thousand Twenty-Three, between:

the OWNER: Town of Guadalupe
9241 South Avenida Del Yaqui
Guadalupe, Arizona 85283

the CONTRACTOR: Fluoresco Services
4048 E. Superior Ave.
Phoenix, Arizona 85040

the PROJECT (name and number): Town of Guadalupe
East Guadalupe Neighborhood Street Lighting
Project Number 1016014.20

the OWNER'S REPRESENTATIVE: Dibble
7878 North 16th Street, Suite 300
Phoenix, Arizona 85020

the OWNER and the CONTRACTOR agree as set forth below.

A. THE CONTRACT DOCUMENTS

The Contract Documents consist of this AGREEMENT, the project Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of the AGREEMENT. These form the Contract, and all are as fully a part of the Contract as if attached to this AGREEMENT or repeated herein and except for modifications after execution of this AGREEMENT are as follows:

Invitation to Bid	Project Drawings
Instructions to Bidders	Technical Specifications
General Contract Conditions	Statutory Performance Bond
Contract Agreements	List of Subcontractors
Statutory Payment Bond	Contract Change Order
Affidavit of Settlement of Claims	Affidavit of No Collusion
Construction Bid Schedule	

B. THE WORK

The **CONTRACTOR** shall perform all the Work specified or indicated in the Contract Documents. The Scope of Work Involves the Following:

- Traffic Control, Site Safety, Security & Local Resident Coordination
- Supply and Install Street Light Electrical System
- Supply and Install Street Light Pole and Mast Arm with Pole Numbers
- Install Town Supplied LED Street Light (or Luminaire) with Internal Dimmer and Dimmable Photoelectric Cell
- Remove and Salvage Town Owned Street Light
- Light Fixture Shield Installation
- Light Fixture Dimming Adjustment

C. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

1. The Work to be performed under this contract shall be commenced in accordance with "3" below. All work on this contract shall be completed within **120 Calendar days** after award of this contract and issuance of formal "Notice to Proceed".
2. Subject to authorized adjustments, Substantial Completion shall be achieved not later than the date indicated on the "Notice to Proceed".
3. It is hereby understood and mutually agreed, by and between the **CONTRACTOR** and the **OWNER**, that the date of beginning, rate of process, and the time for completion of the Work to be done hereunder, are ESSENTIAL CONDITIONS of this Contract, and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on the date of "NOTICE TO PROCEED". The **CONTRACTOR** agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the CONTRACT TIME stated in the Invitation to Bid. He also shall consider that the OWNER needs the complete use of these facilities as quickly as possible.

D. CONTRACT SUM

The OWNER shall pay the **CONTRACTOR** based on additions and deductions by Change Order as provided in the Contract Documents, the contract sum of **\$60,354.73**

The Contract sum is determined by the **CONTRACTOR's** accepted sealed bid amount.

E. PROGRESS PAYMENTS

Based upon applications for Payment submitted to the Owner's Representative by the **CONTRACTOR** and Certificates for Payment issued by the Owner's Representative, the **OWNER** shall make progress payments on the Contract Sum to the **CONTRACTOR** less retention from each payment in accordance with the latest revision of the Arizona State Statutory requirements. These Progress Payments will be for labor, materials and equipment incorporated in the Work and/or material and equipment suitably stored for use on the project as approved by the Owner's Representative.

F. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the **OWNER** to the **CONTRACTOR** when the Work has been completed, the Contract fully performed, a final Certificate for Payment has been issued, and the **CONTRACTOR's** Affidavit regarding Settlement of Claims is completed.

G. MISCELLANEOUS PROVISIONS

1. **CONTRACTOR** has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
2. **CONTRACTOR** has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by the Owner's Representative in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
3. **CONTRACTOR** has made or caused to be made, examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article I as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by **CONTRACTOR** for such purposes.
4. **CONTRACTOR** has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
5. **CONTRACTOR** has given Owner's Representative written notice of all Conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Owner's Representative is acceptable to **CONTRACTOR**.
6. Terms used in the AGREEMENT which are defined in the General Conditions shall have the meanings indicated in the General Conditions.
7. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the other party to this Contract (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
8. **OWNER** and **CONTRACTOR** each binds himself, his partners, successors, assignees and legal representatives to the other party hereto, in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9. Termination, Postponement or Abandonment. The right is reserved by the **OWNER** to terminate, indefinitely postpone Work, or abandon the project. This Contract may be terminated by giving written notice to the **CONTRACTOR** at least twenty-four (24) hours prior to the effective date of termination. In the event of such termination, the **OWNER** shall be liable to the **CONTRACTOR** only to the extent as provided by this Contract for materials supplied and Work completed prior to the effective date of termination. The **OWNER** will comply with the latest revisions of the Arizona State Statutory requirements for negotiation of the contract termination.
10. Retention of Records. The **CONTRACTOR** agrees that the Department of Housing and Urban Development, the Comptroller General of the United States, Town of Guadalupe, or any of their duly authorized representatives, may have access to any accounting records, books, documents, papers or records of the **CONTRACTOR** which are directly pertinent to this contract for the purpose of audit, examination, excerpts, and transcripts for a period of three (3) years from the date of acceptance of certificate of completion. (In the event litigation, a claim or audit is begun before the expiration of the three-year period, said records shall be retained until all such actions or audit findings involving the records have been resolved.)
11. Equal Employment Opportunity. In the performance of this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or handicap. The **CONTRACTOR** further agrees to insert this provision in all subcontracts hereunder.
12. Indemnification. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **TOWN OF GUADALUPE**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **TOWN OF GUADALUPE**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226: In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **TOWN OF GUADALUPE**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **TOWN OF GUADALUPE**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss

or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting there from, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **TOWN OF GUADALUPE**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph. The scope of this indemnification does not extend to the sole negligence of the **TOWN OF GUADALUPE**.

13. **CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. minimum rating of A-. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **TOWN OF GUADALUPE**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **TOWN OF GUADALUPE**, and any insurance or self-insurance maintained by the **TOWN OF GUADALUPE** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **TOWN OF GUADALUPE**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **TOWN OF GUADALUPE** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **TOWN OF GUADALUPE**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **TOWN OF GUADALUPE** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **TOWN OF GUADALUPE** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **TOWN OF GUADALUPE'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **TOWN OF GUADALUPE**, its agents, representatives, officers, directors, officials, and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **TOWN OF GUADALUPE**, its

agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- a. Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and **CONTRACTOR'S** Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

- b. Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.
- c. Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.
- d. Builders' Risk (Property) Insurance. The **CONTRACTOR** shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final

payment has been made or until no person or entity other than the **TOWN OF GUADALUPE** has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the **TOWN OF GUADALUPE**, the **CONTRACTOR**, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction and shall continue until the work is completed and accepted by the **TOWN OF GUADALUPE**. For new construction projects, the **CONTRACTOR** agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, the **CONTRACTOR** agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto.

Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builders' Risk insurance must provide coverage from the time any covered property comes under **CONTRACTOR'S** control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of the **TOWN OF GUADALUPE**, the **CONTRACTOR** will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverages may be modified by an amendment to the Contract documents.

- e. Certificates Of Insurance. Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **TOWN OF GUADALUPE** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this project number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **TOWN OF GUADALUPE** fifteen (15) days prior to the expiration date.

- f. Cancellation And Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the TOWN OF GUADALUPE.

Building Permit Fees (\$6,108) will be waived as an in-kind contribution by the Town of Guadalupe.

IN WITNESS WHEREOF the parties hereto have executed this CONTRACT in duplicate as of the day and year first herein written.

CONTRACTOR

BY: _____

TITLE: _____

DATE

TOWN OF GUADALUPE

BY: _____

TITLE: _____

DATE



East Guadalupe "14" Neighborhood

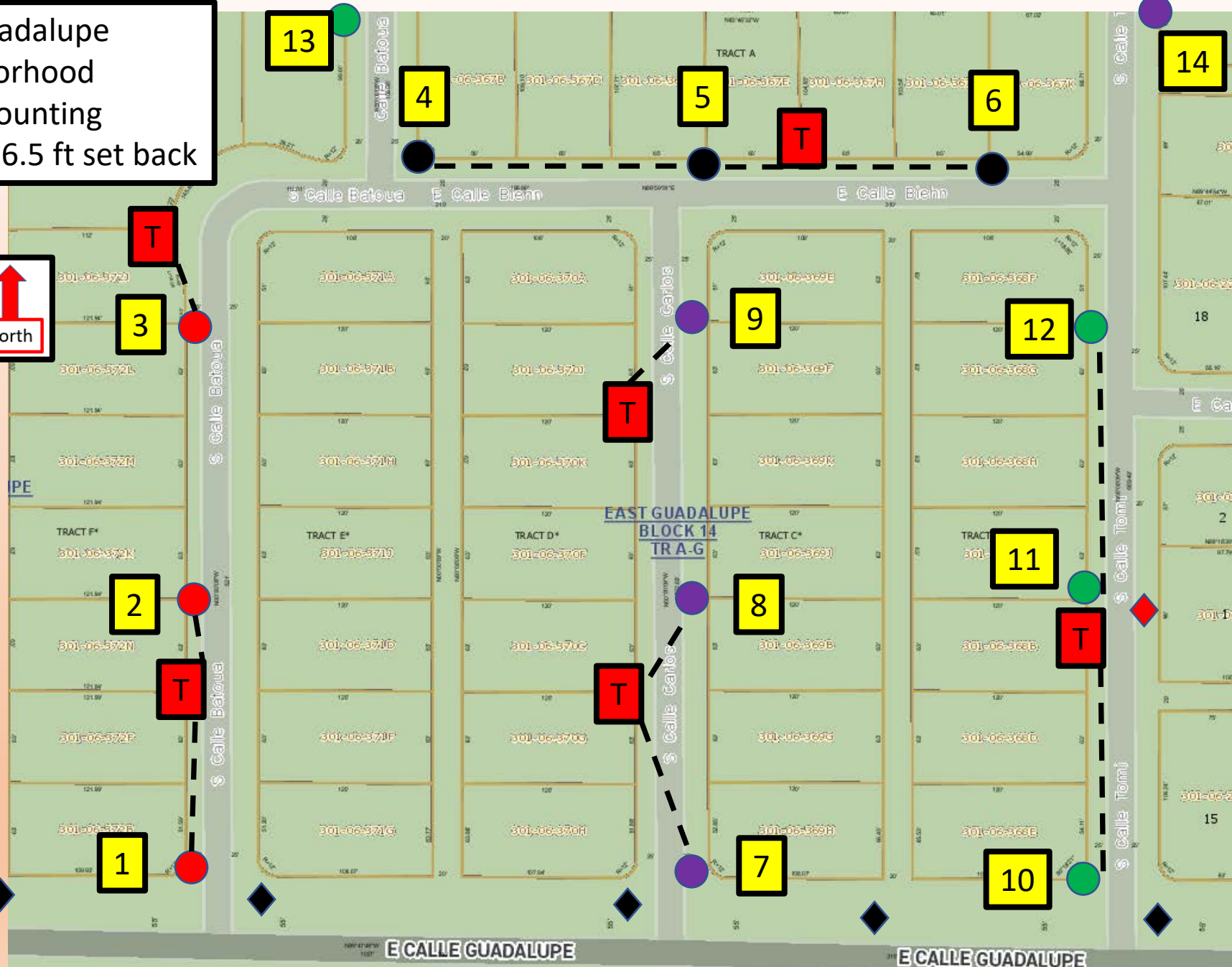
Subdivision Block 14 TR A-G

Neighborhood Street Lighting Improvement Project

Calle Batoua, Calle Biehn, Calle Carlos, Calle Tomi & Calle Guadalupe
February 9, 2023



East Guadalupe
Neighborhood
35 ft Mounting
Height, 6.5 ft set back



Legend

21

- Cooper
- GE Current
- Acuity – AEL
- Signify (Phillips)
- ◆ Existing Roadway Light To remain
- ◆ Existing light to be Removed Pole # 105822
- # Pole No. see Pole Schedule
- T SRP Transformer
- Under ground conduit runs with Pull boxes for SRP Secondary Direct Electrical to be provided by SRP.

Town to supply lights to Contractor who will install them. Contractor will also supply and install poles.

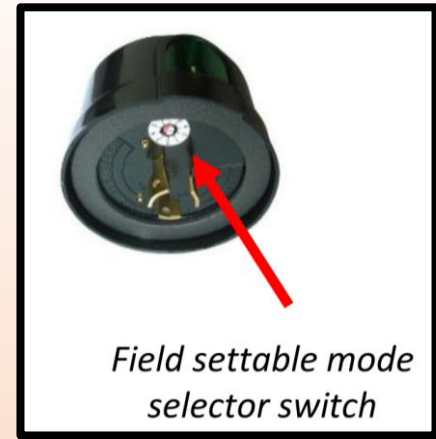
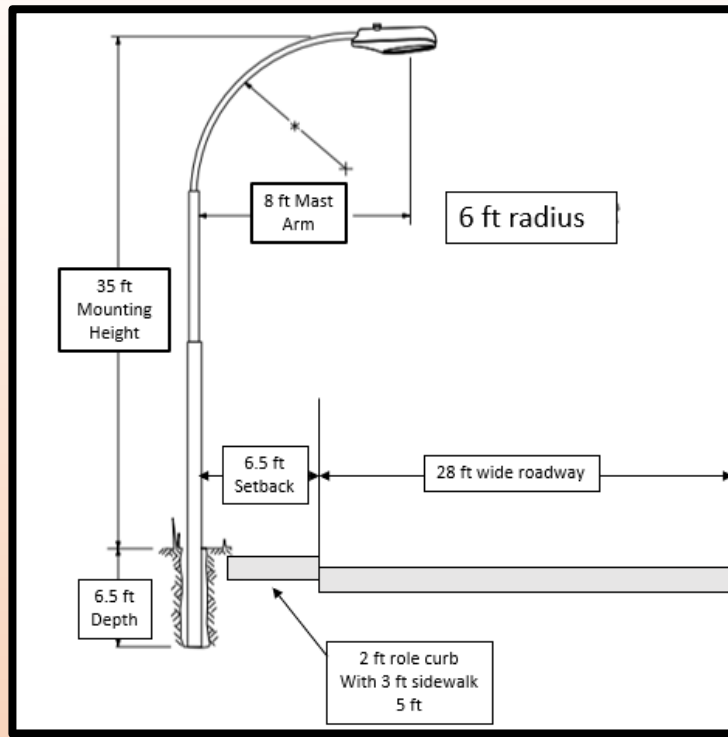


February 9, 2023

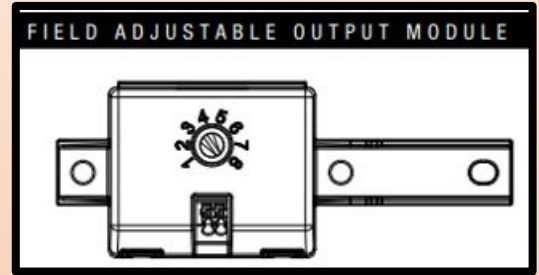
East Guadalupe Neighborhood Pilot Project



East Guadalupe Pilot Project



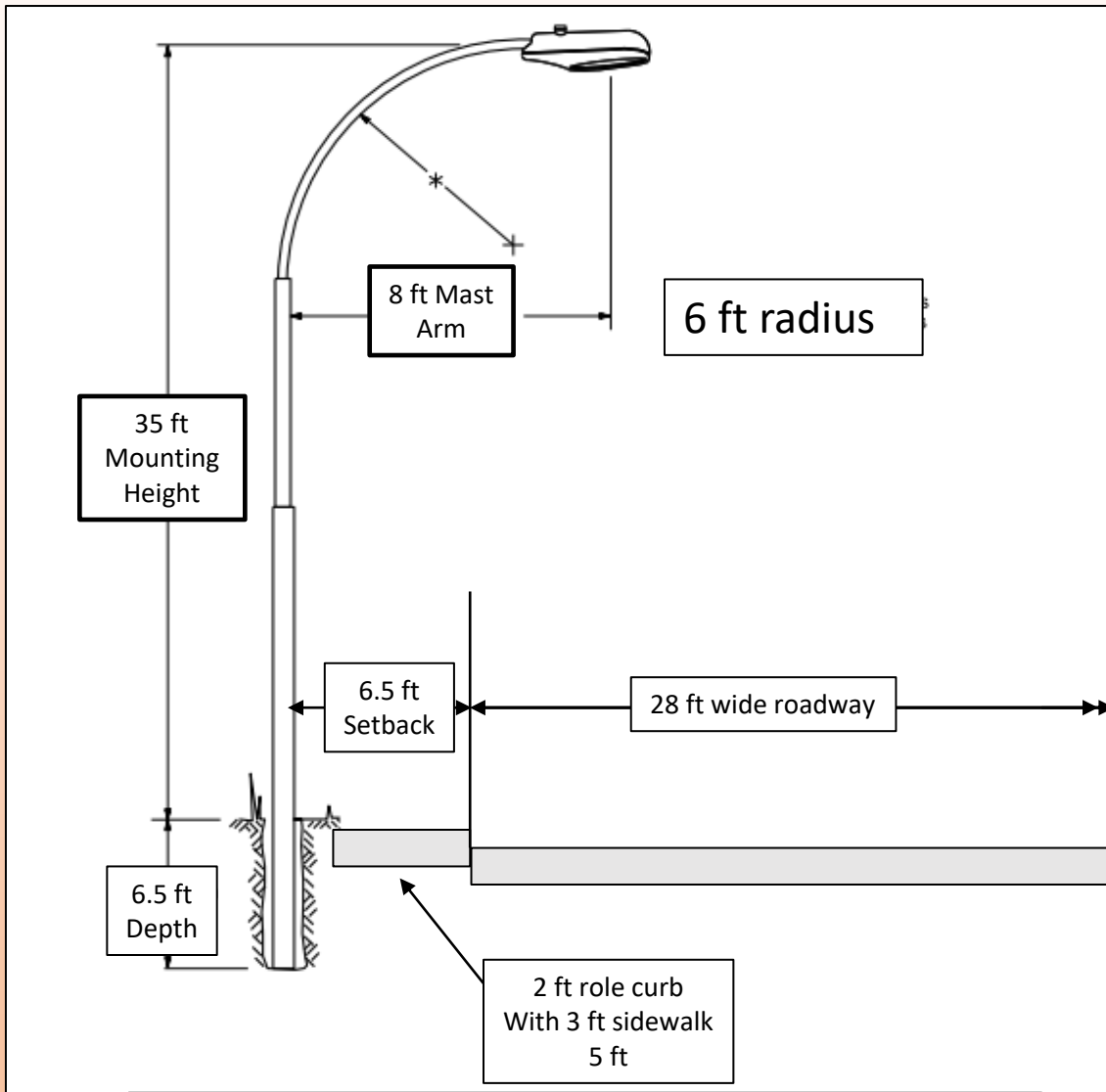
Field settable mode selector switch



Competitive Test plus dimmable light output via internal dimmer and PE dimmer



**Town of Guadalupe: Proposed
New Residential
Roadway Lighting Standard**



Based on SRP "Lighting Compatible Units LED Streamline Page 7-2-1

35-feet is a Higher Mounting Height that what is typical for Residential Street Lighting. Typical is 26 feet, 30 feet or 32 feet. What the Higher Mounting Height means is longer pole spacings at a better uniformity. A more effective and efficient distribution of light and the infrastructure and energy needed to provide it.



THE RECORD REPORTER

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ROCIO RUIZ
TOWN OF GUADALUPE
9241 S AVENIDA DEL YAQUI
GUADALUPE, AZ 85283

RR# 3654805

COPY OF NOTICE

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

Reference #

Notice Type: MCRFP REQUEST FOR PROPOSALS

Ad Description

STREET LIGHT POLES AND MAST ARMS

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

12/23/2022

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

Publication	\$5.40
Arizona Sales Tax	\$0.03
Total	\$5.43

INVITATION FOR BID (IFB) TOWN OF GUADALUPE The Town of Guadalupe will be accepting bids from eligible fabricators and/or suppliers for the following: Street Light Poles and Mast Arms TOWN OF GUADALUPE 9241 S. AVENIDA DEL YAQUI (Town Hall) GUADALUPE, AZ 85283 Pole and Mast Arm Description: 14 Galvanized Steel SRP Streamline Style Street Light Poles with Mast Arms (Net 35 foot mounting height) Dibble is acting as the Town's consultants for this procurement. Specifications and list of pre-approved pole and mast arm shop drawings are available electronically from colton.kevane@dibblecorp.com. Any questions regarding the specifications or bidding instructions must be in writing and forwarded to Seth Chalmers at colton.kevane@dibblecorp.com. All questions are to be submitted no later than Wednesday, January 25, 2023. There will not be a pre-bid conference for this procurement. Sealed bids will be accepted at the Town of Guadalupe, 9241 S. Avenida Del Yaqui, Guadalupe, AZ, until Friday, January 27, 2023 at 2:00 PM. Bids will then be publicly opened immediately after 2:00 PM. Potential bidders will be requested to supply the following information for the potential bidders list: the name of the company, contact person, current address, telephone, email address and fax number. Neither the Town of Guadalupe nor Dibble Engineering will be responsible for non-receipt of addenda due to incorrect or missing information on the potential bidders list. Also, the Town reserves the right to postpone or cancel this procurement at any time. This procurement is being funded with Town funds; federal aid is not involved. The poles and mast arms are being purchased for a residential street lighting improvement project. The successful bidder will need to store the poles and mast arms until such time the Town's contractor is ready to install them. The Town of Guadalupe will endeavor to provide opportunities so that disadvantaged/minority/women-owned business enterprises and qualified businesses shall have every opportunity to participate in providing professional services, goods, and construction contracts without being discriminated against on the grounds of race, religion, sex, age, or natural origin.

12/23/22

RR-3654805#

Your Legal Publishing



* A 0 0 0 0 0 6 1 9 1 8 5 9 *

RESOLUTION NO. R2023.01

A RESOLUTION OF THE TOWN OF GUADALUPE, ARIZONA, MAYOR AND COMMON COUNCIL, DESIGNATING JEFF KULAGA, TOWN MANAGER / CLERK, AS THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2023 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL; AND REPEALING AND REPLACING RESOLUTION NO. R2022.08 WITH RESOLUTION NO. R2023.01.

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year’s annual expenditure limitation report (AELR) on the governing body’s behalf; and

WHEREAS, the Town of Guadalupe, Mayor and Council desires to designate the Town Manager / Clerk, Jeff Kulaga, as the Town of Guadalupe Chief Fiscal Officer; and,

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file AELR.

NOW THEREFORE, BE IT RESOLVED that the Town Council of the Town of Guadalupe, Mayor and Council as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Jeff, Kulaga, Town Manager / Clerk, is hereby designated as the Town of Guadalupe’s Chief Fiscal Officer for purposes of submitting the fiscal year 2023 AELR to the Arizona Auditor General’s Office on the governing body’s behalf.

SECTION 3. Repealing and replacing Resolution No. R2022.08, adopted by the Guadalupe Town Council on March 10, 2022, with Resolution No. R2023.01, dated February 09, 2023.

PASSED AND ADOPTED by the Mayor and Council of the Town of Guadalupe, Arizona, this 9th day of February, 2023.

Attested to:

Valerie Molina, Mayor
Town of Guadalupe

Jeff Kulaga, Town Manager /Clerk
Town of Guadalupe

Reviewed by:

Approved as to form:

Robert Thaxton, Finance Director
Town of Guadalupe

David E. Ledyard, Town Attorney
Town of Guadalupe