



NOTICE OF REGULAR MEETING OF THE GUADALUPE TOWN COUNCIL

THURSDAY, APRIL 11, 2024
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

Agendas/Minutes:
www.guadalupeaz.org

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

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Guadalupe Town Council and to the public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, April 11, 2024, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona. Meetings are streamed live on the Town of Guadalupe Facebook page at <https://www.facebook.com/guadalupeaz.org>.

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES
 1. Approval of the January 11, 2024, 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. 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:
- 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.
 2. **PUBLIC HEARING – CONDITIONAL USE PERMIT APPLICATION (CU2024-01):** Hold a public hearing to receive public input regarding a request for a Conditional Use Permit to install a manufactured home on the property located at 9022 South Calle Azteca, Guadalupe, AZ (APN 301-12-031). The lot is zoned R-1-6, Single-family Residential. This request is in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV: LAND USAGE, CHAPTER 154: ZONING, § 154.065 SINGLE-FAMILY RESIDENTIAL DISTRICTS: R-1-9 AND R-1-6. This public hearing was continued from the March 14, 2024, Regular Town Council Meeting. (items G2 and G3 related)



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

Agendas/Minutes:
www.guadalupeaz.org

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

3. CONDITIONAL USE PERMIT REQUEST FOR 9022 SOUTH CALLE AZTECA (CU2024-01): Council will consider and may take action to approve or deny a Conditional Use Permit request to locate a manufactured home on the currently vacant property at 9022 South Calle Azteca, Guadalupe, AZ (APN 301-12-031). This request is in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV: LAND USAGE, CHAPTER 154: ZONING, § 154.065 SINGLE-FAMILY RESIDENTIAL DISTRICTS: R-1-9 AND R-1-6. The Applicants are Kenny and Pamela Guerrero, property owners. Council may provide direction to the Town Manager / Clerk. This public hearing was continued from the March 14, 2024, Regular Town Council Meeting. (items G2 and G3 related)

4. PUBLIC HEARING – CONDITIONAL USE PERMIT APPLICATION (CU2024-02): Hold a public hearing to receive public input regarding a request for a Conditional Use Permit to operate a medical clinic to conduct National Institute of Health (NIH) outpatient clinical research studies on the property located at 8619 South Avenida Del Yaqui (APN: 301-06-108). The lot is zoned R-2, two-family residential. This request is in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV: LAND USAGE, CHAPTER 154: ZONING, § 154.066 TWO-FAMILY R-2 DISTRICT AND MULTIFAMILY R-3 AND R-4 DISTRICTS. (items G4 and G5 related)

5. CONDITIONAL USE PERMIT REQUEST FOR 8619 SOUTH AVENIDA DEL YAQUI (CU2024-02): Council will consider and may take action to approve or deny a Conditional Use Permit request to operate a medical clinic to conduct National Institute of Health (NIH) outpatient clinical research studies on the property located at 8619 South Avenida Del Yaqui (APN: 301-06-108). The lot is zoned R-2, two-family residential. This request is in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV: LAND USAGE, CHAPTER 154: ZONING, § 154.066 TWO-FAMILY R-2 DISTRICT AND MULTIFAMILY R-3 AND R-4 DISTRICTS. The Applicant is Brock Jensen, Affiliated Engineers Inc., for the National Institute of Health (NIH). Council may provide direction to the Town Manager / Clerk. (items G4 and G5 related)

6. INTERGOVERNMENTAL AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT ACTIVITIES BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE TOWN OF GUADALUPE: Council will consider and may take action to approve Intergovernmental Agreement (IGA) (C2024-06) and authorizing the Town of Guadalupe to enter into an IGA (C2024-06) for Community Development Block Grant activities between Maricopa County, administered by its Human Services Department. Approval of this IGA would provide the Town of Guadalupe \$493,600 of U.S. Department of Housing and Urban Development Community Block Grant funds for the Roadway and Neighborhood Lighting Project Phase I. This project will remove and replace existing lighting in the Town's Solares neighborhood with enhanced lighting. Council may provide direction to the Town Manager / Clerk.

7. AMENDMENT NO. 1 OF INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND TOWN OF GUADALUPE FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS: Council will consider and may take action to authorize the Mayor, or designee, to sign the Amendment No. 1 (C2022-42A) to the Intergovernmental Agreement (IGA) (C2022-42) with Maricopa County (County) administered by its Human Services Department and the Town of Guadalupe (Subrecipient) to amend provisions of the original regarding reciprocal indemnification, insurance, administrative requirements, scope of work and implementation schedule. Through the original IGA (C2022-42), the Town was awarded \$550,275 in CDBG funds for the design, engineering & construction of wastewater system; repair and replace approximately 5,648 linear feet of pipe, and 5 manholes. Approval of this amendment authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this agreement. Council may provide direction to the Town Manager / Clerk.



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

Agendas/Minutes:
www.guadalupeaz.org

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

8. HIGHLINE CANAL RECREATIONAL PATH LIGHTING REPLACEMENT PROJECT UPDATE:

Council will receive an update from staff regarding the construction schedule, beginning April 15, 2024, of the Highline Canal Recreational Path Lighting Replacement Project which replaces 76 inoperable path lights. This Council approved project is managed by the Arizona Department of Transportation (ADOT) and is funded through \$501,824 Federal Community Project grant, \$679,500 SRP neighborhood aesthetic fund allocation, and \$55,187 of Town Capital funds. The current estimated cost is \$1,235,936. Council may provide direction to the Town Manager / Clerk.

9. CLAIMS: Council will consider and may take action to approve the check register for January 2024, totaling \$828,637.48. Council may provide direction to the Town Manager / Clerk.

10. CLAIMS: Council will consider and may take action to approve the check register for February 2024, totaling \$939,815.70. Council may provide direction to the Town Manager / Clerk.

H. TOWN MANAGER/CLERK'S COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



April 5, 2024

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: **April 11, 2024, Town Council Regular Meeting Information Report**

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

Agenda Items:

D1. JANUARY 11, 2024, REGULAR COUNCIL MEETING MINUTES (PAGES 8 – 12).

G1. MARICOPA COUNTY SHERIFF'S OFFICE UPDATE (PAGES 13 – 18): 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.

G2. and G3. CONDITIONAL USE PERMIT REQUEST FOR 9022 SOUTH CALLE AZTECA (CU2024-01) (PAGES 19 – 46): A public hearing is required for conditional use permit requests, G2, and Council will consider the Conditional Use Permit request, G3, is to locate a manufactured home on the vacant property at 9022 S. Calle Azteca, Guadalupe, Arizona. Maricopa County Assessor Parcel #APN 301-12-031, zoned R1-6, Single-Family Residential. The Applicants are Kenny and Pamela Guerrero.

This request was continued by Town Council at their March 14, 2024, meeting to the April 11, 2024 meeting. The attached Staff Report provides a review of the request.

In summary, Town staff have reviewed the conditional use permit application packet for completeness and conformance with the Town Code of Ordinances. The property has been properly posted, a notification of the rezoning request and public hearing has been mailed to property owners located within 150' of the property, and properly advertised in a newspaper per State Statutes. The Applicant has paid all applicable fees. To date, the Town has not received any comment or feedback regarding this rezoning request.

It is recommended that a conditional use permit be approved for the property that includes the stipulation of compliance with all Town Code of Ordinances property maintenance requirements and manufactured / mobile home requirements as described in Manufactured / Mobile Home Requirements.

G4. and G5. CONDITIONAL USE PERMIT REQUEST FOR 8619 SOUTH AVENIDA DEL YAQUI (CU2024-02): (PAGES 47 – 114) A public hearing is required for conditional use permit requests, G4, and Council will consider the Conditional Use Permit request, G5, to operate a medical clinic to conduct National Institute of Health (NIH) outpatient clinical research studies on the property located at 8619 South Avenida Del Yaqui (APN: 301-06-108). The lot is zoned R-2, two-family residential. This request is in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV: LAND USAGE, CHAPTER 154: ZONING, § 154.066 TWO-FAMILY R-2 DISTRICT AND MULTIFAMILY R-3 AND R-4 DISTRICTS. The Applicant is Brock Jensen, Affiliated Engineers Inc., for the National Institute of Health (NIH).

Notably, a medical clinic has leased space at this property since 1973, prior to Town incorporation. This request is a result of renovations to the clinic and using this opportunity to properly permit the use in accordance with Town Code of Ordinances. The attached Staff Report provides a review of the request.

In summary, Town staff have reviewed the conditional use permit application packet for completeness and conformance with the Town Code of Ordinances. The property has been properly posted, a notification of the rezoning request and public hearing has been mailed to property owners located within 150' of the property, and properly advertised in a newspaper per State Statutes. The Applicant has paid all applicable fees. To date, the Town has not received any comment or feedback regarding this rezoning request.

It is recommended that a conditional use permit be approved for the property that includes stipulation of approval:

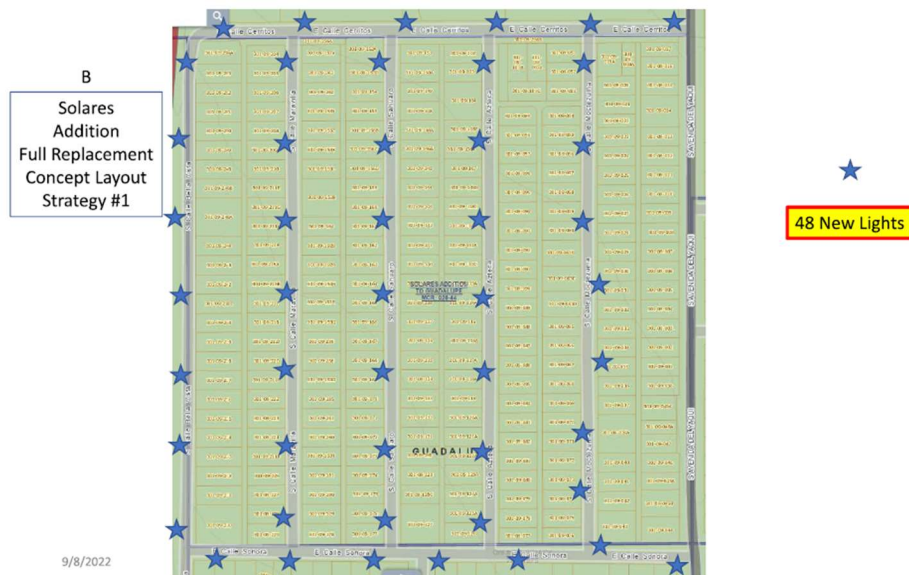
- 1) Install landscaping and hardscaping consistent with what is submitted plans.
- 2) Construct all improvements in compliance with the Town of Guadalupe Building Code, Town Code of Ordinance Chapter 150: Building Codes.

G6. INTERGOVERNMENTAL AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT ACTIVITIES BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE TOWN OF GUADALUPE (PAGES 115 – 157): Council will consider and may take action to approve Intergovernmental Agreement (IGA) (C2024-06) and authorizing the Town of Guadalupe to enter into an IGA (C2024-06) for Community Development Block Grant activities between Maricopa County, administered by its Human Services Department for the Town to receive \$493,600 of U.S. Department of Housing and Urban Development Community Block Grant funds for the Roadway and Neighborhood Lighting Project Phase I. This project will remove and replace existing lighting in the Town's Solares neighborhood with enhanced lighting, as illustrated on Exhibit A.

As background:

- October 27, 2022: Town Council approved Resolution 2022.26 authorizing the submittal of this grant request to Maricopa County.
- April 2023: The County Board of Supervisors approved this grant award.
- August 2023: Grant Funding process initiated.
- November 3, 2023: Town Council award Dibble Engineering \$176,739.00 project design, engineering and construction management contract.
- February 28, 2024: Maricopa County Board of Supervisors approved IGA.
- April 11, 2024: Town Council to consider approval of IGA to accept funds.

Exhibit A



G7. AMENDMENT NO. 1 OF INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND TOWN OF GUADALUPE FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS (PAGES 158 – 161): Council will consider and may take action to authorize the Mayor, or designee, to sign the Amendment No. 1 (C2022-42A) to the Intergovernmental Agreement (IGA) (C2022-42) with Maricopa County (County) administered by its Human Services Department and the Town of Guadalupe (Subrecipient) to amend provisions of the original regarding reciprocal indemnification, insurance, administrative requirements, scope of work and implementation schedule.

This amendment revises administrative procedural and process provisions of the original IGA, adopted on November 2, 2022. Through the original IGA (C2022-42), the Town was awarded \$550,275 in CDBG funds for the design, engineering & construction of wastewater system; repair and replace approximately 5,648 linear feet of pipe, and 5 manholes. Presently, the project is complete and Town staff is working with County staff to properly close out the project by April 30, 2024.

G8. HIGHLINE CANAL RECREATIONAL PATH LIGHTING REPLACEMENT PROJECT UPDATE (PAGES 162 – 171): Council will receive an update from staff regarding the Highline Canal Recreational Path Lighting Replacement Project which replaces 76 inoperable path lights. This Council approved project is managed by the Arizona Department of Transportation (ADOT), through an IGA, and is funded with a \$501,824 Federal Community Project grant, \$679,500 SRP neighborhood aesthetic fund allotment, and \$55,187 Town Capital funds. The current estimated cost is \$1,235,936 and construction is scheduled to begin April 15, 2024, with an anticipated completion date of December 2024.

Current Project Schedule:

- Construction is anticipated to start April 15; completion date December 2024.
- Work completed in two phases:
 - Phase 1: Avenida del Yaqui to Guadalupe: closed April 15, 2024.
 - Phase 2: Guadalupe Rd. to Mineral Road (Town limit): closure to be determined.

Phase I construction:

- Work will start at Avenida del Yaqui, the north end of the canal, with initial work of removal of poles, potholing and trenching. Work will proceed south to Guadalupe Road.
- Installation of new poles and fixtures will follow initial work as poles require lead time for delivery.

Phase II will follow the same process.

Project Impacts:

- Path will be closed to all path users, pedestrians, and bicycles, during construction (north, south).
- Construction / staging yard will be located at the northeast corner of Avenida del Yaqui and Guadalupe Road.
- Warning / closure signage will be posted at both ends and along the path.

Project Information:

- Posted on Town webpage, Facebook, and marquee.
- Contacts:
 - **ADOT:** Jason Satterly, Contract Management: jsatterly@azdot.gov, 602.469.6149.
 - **Roadway Electric:** Anthony Carson, Project Manager, acarson@roadwayelectric.com, 602.810.2539.
 - **SRP:** Bryanna McHenry, Canal Construction Consultant, 480-290-2061.
 - **Guadalupe:** Vince Gibbons, Town Engineer, vince.gibbons@dibblecorp.com, 602.721.7721

- **Guadalupe:** Livvy Ramirez, Community Outreach, lr Ramirez@guadalupeaz.org, 480-505-5363.

Overall Project Scope

- Remove existing light poles, batteries, and solar panels.
- Install new light poles, luminaires, and conduit.

Overall Project Status/Schedule:

- Design and Bidding - Complete
- Construction Administration - ADOT
- Construction Contract Awarded – Roadway Electric
- Contract Duration – 250 Calendar Days
- Notice to Proceed (NTP) – March 21, 2024
- On-Site Construction Start – April 15, 2024
- Anticipated Completion – December 2024

G9. CLAIMS (PAGES 172 – 188): Council will consider and may take action to approve the check register for January 2024, totaling \$828,637.48. Council may provide direction to the Town Manager / Clerk.

G10. CLAIMS (PAGES 189 – 201): Council will consider and may take action to approve the check register for February 2024, totaling \$939,815.70. Council may provide direction to the Town Manager / Clerk.



Minutes Town Council Regular Meeting January 11, 2024

Minutes of the Guadalupe Town Council Regular Meeting held on January 11, 2024, at 6:00 p.m., at 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

Agendas/Minutes:
www.guadalupeaz.org

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

A. Vice Mayor Vital called the meeting to order at 6:03 P.M.

B. ROLL CALL

Councilmembers Present: Vice Mayor Ricardo Vital, Councilmember Mary Bravo, Councilmember Esteban F. V. Fuerte, Councilmember Elvira Osuna, and Councilmember Anita Cota Soto.

Staff Present: Jeff Kulaga – Town Manager/Clerk and Rocio Ruiz – Deputy Town Clerk
Staff Present via Zoom: Barry Aylstock – Town Attorney

C. INVOCATION/PLEDGE OF ALLEGIANCE

Councilmember Soto provided the invocation and then led the Pledge of Allegiance.

D. APPROVAL OF MINUTES

1. Approval of the October 26, 2023, Town Council Regular Meeting Minutes.

Motion by Councilmember Soto to approve agenda item D1; second by Councilmember Bravo. Motion passed unanimously on a voice vote 5-0.

1. Councilmembers approved the October 26, 2023, Town Council Regular Meeting Minutes.

E. CALL TO THE PUBLIC:

Vice Mayor Vital called upon Patricia Jimenez to address Council. Ms. Jimenez outlined the importance of agency representation in negotiations, distinguishing between buyer and seller sides. Ms. Jimenez emphasized the role of real estate agents in representing clients with confidentiality, accountability, and loyalty. Sub-agents, however, lack fiduciary duties. Ms. Jimenez shared a personal anecdote about a former Mayor, Anna Hernandez, who expressed the need for a Town Manager from Guadalupe. Ms. Jimenez urged attendees to assess the representation in real estate transactions, ensuring adherence to fiduciary duties rather than self-interest. Ms. Jimenez concluded with a tribute to Anna Hernandez's dedication to Guadalupe.

F. MAYOR and COUNCIL PRESENTATION:

Vice Mayor Vital read a proclamation declaring the month of January as Anti-Human Trafficking Month.

Scott September from Not in Our City thanked Guadalupe for addressing human trafficking and adopting a proclamation against it. Mr. September introduced Neece Jackson, who also expressed gratitude for the proclamation and highlighted its importance in uniting communities against human trafficking. Jackson invited everyone to the annual event on February 13, 2024, at Grand Canyon University Arena, aiming to raise awareness about child safety and invited all attendees to join.



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

Agendas/Minutes:
www.guadalupeaz.org

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

Councilmember Soto thanked Not in Our City for the dedication to protecting children and highlighted the Town Council's commitment to the cause. Councilmember Soto shared an incident where a community tip led to the shutdown of a human trafficking location, emphasizing the importance of listening to community concerns. Councilmember Soto encouraged believing children when speaking up about potential harm and thanked the Council for supporting initiatives to protect all residents.

Councilmember Bravo emphasized the importance of listening to children, young adults, and the elderly regarding human trafficking concerns. Councilmember Bravo underscored the need for community awareness and proactive measures to protect vulnerable individuals. Despite the challenges, Councilmember Bravo urged the community to stay vigilant and take action when needed.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. **MARICOPA COUNTY SHERIFF'S OFFICE UPDATE**

Vice Mayor Vital stated Council will receive an update from representatives from the Maricopa County Sheriff's Office (MCSO) regarding public safety in the Town of Guadalupe.

Vice Mayor Vital called upon Captain Lee to address Council. Captain Lee presented a PowerPoint addressing concerns regarding response times for priority one calls in District One, which includes areas such as East Mesa, Queen Creek, Chandler, Gilbert, and Guadalupe. Captain Lee provided data showing average response times for different beats within the district, ranging from five minutes and twelve seconds to thirteen minutes and forty-three seconds. Captain Lee explained how response times can vary based on factors such as deputy availability and call location. Captain Lee also shared statistics for priority three calls, which are general report calls, with an average response time of thirteen minutes and thirty-seven seconds.

In response to a question from Councilmember Bravo's regarding call prioritization in Guadalupe, Captain Lee stated that dispatchers determine priority levels based on various factors like suspect presence and urgency. Captain Lee noted the challenge of assessing urgency from stressed callers and shared statistics on response times. Captain Lee empathized with residents' frustration, understanding it stems from long-standing concerns. While acknowledging the difficulty in quantifying emotions, Captain Lee emphasized the commitment to enhancing response times and fostering collaboration with the community for improvement.

Captain Lee presented data and insights on various community issues, including response times, abandoned vehicle calls, and fireworks incidents. Captain Lee provided statistics on response times for priority calls in different areas and discussed challenges in interpreting data related to abandoned vehicle reports. Captain Lee highlighted efforts to work with vehicle owners before towing and emphasized the community service aspect of addressing abandoned vehicles. Captain Lee shared information on fireworks incidents and emphasized the importance of adhering to fireworks regulations.

In response to a question from Councilmember Soto's regarding fireworks calls' origin, Captain Lee clarified that the data includes all calls received by dispatch, whether from community members or transferred from Tempe. Captain Lee explained that if a call about Guadalupe came to Tempe Police Department, it would be transferred to MCSO. Thus, the data encompasses all service calls managed by dispatch. While noting dispatch received twelve calls on that occasion, Captain Lee acknowledged more throughout the year, though exact figures weren't available at the moment.



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

Agendas/Minutes:

www.guadalupeaz.org

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

Captain Lee elaborated on the fireworks call data, noting a total of twenty-one calls in December and twelve during the period from Christmas to January 6th. Captain Lee suggested community expectations might influence call frequency. Emphasizing the need for deputy education on enforcement, Captain Lee asked for community assistance in providing evidence or identifying sources, given the challenge of pinpointing the problem's exact origin due to its widespread nature.

In response to a question from Councilmember Bravo regarding enforcing fireworks ordinances, Jeff Kulaga, Town Manager / Clerk, cited the difficulty of enforcement without direct evidence. Mr. Kulaga explained the challenge posed by ordinances and state statutes requiring visual confirmation of the act. Councilmember Bravo echoed frustration, noting recent changes in firework usage contradicting community traditions. Highlighting safety concerns, Councilmember Bravo urged a review of ordinances to enable enforcement, stressing proactive measures for community safety.

Captain Lee stressed the hurdles in enforcing regulations due to insufficient evidence, citing constraints from town ordinances and state statutes. Captain Lee noted the challenge in prosecuting cases lacking clear evidence or victims, appreciating any aid in tackling issues and welcoming further talks on fireworks. Councilmember Soto suggested a comprehensive review of ordinances, involving legal experts to address any gaps. Captain Lee reiterated the importance of evidence, likening it to traffic violations where clear proof is crucial for prosecution. Transitioning to party permits, Captain Lee advocated for real-time permit information for better enforcement. Mr. Kulaga assured improvements in coordination and enforcement of permit regulations.

Councilmember Bravo shared personal stories of hosting parties and stressed the need to comply with party permit regulations. Councilmember Bravo recounted experiences of law enforcement checking permits and security measures, expressing cooperation and recognizing the importance of the checks for community safety. Highlighting hosts' responsibility to follow ordinances and prevent disruptions, Councilmember Bravo emphasized the importance of town-wide understanding and adherence to regulations for maintaining order and safety. Captain Lee concurred, noting that compliance with regulations helps prevent problems and allows law enforcement to focus on more pressing issues.

Captain Lee addressed key issues like trespassing, thefts, and domestic violence, citing recent interventions by law enforcement. Stressing open communication and transparency, Captain Lee committed to forging a robust partnership with the Town to tackle community concerns. Captain Lee also thanked everyone for the chance to talk and work together to boost safety and relations with the Town of Guadalupe.

2. ONE ARIZONA OPIOID SETTLEMENT FUNDS AGREEMENT UPDATE

Vice Mayor Vital stated Council will receive an update on status of the National Opioid Settlements between the State of Arizona and pharmaceutical companies/distributors, where the Town of Guadalupe is scheduled to receive a total of \$66,400 from 2024 through 2038. On Oct. 28, 2021, the Town Council approved the One Arizona Distribution of Opioid Settlement Funds Agreement (C2020-52A). The Agreement amended the One Arizona Opioid Agreement (C2020-52), which was approved by the Town Council on December 10, 2020, authorizing the Town's participation and inclusion in a state-wide settlement with the opioid industry. Town staff recommends the use of Opioid Settlement Agreement funds for Naloxone resources for overdose treatment by Guadalupe Fire Department (GFD), Naloxone leave-behind nasal kits by GFD and Community Action Program (CAP), as well as staff training and community information.



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

Agendas/Minutes:
www.guadalupeaz.org

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

Jeff Kulaga, Town Manager/Clerk introduced Amanda Nelson, Assistant to the Town Manager, to update Council on the National Opioid Settlements between the State of Arizona and pharmaceutical companies/distributors. Mrs. Nelson provided background information on the One Arizona Settlement Agreement, highlighting the Town's involvement and the allocation of funds over an 18-year period. Mrs. Nelson explained that the Maricopa County Department of Public Health is overseeing the distribution of funds to municipalities, including Guadalupe. The funds are earmarked for opioid abatement strategies, focusing on six categories, with an emphasis on drug use and harm reduction, particularly in preventing overdose deaths. The recommended strategies include providing naloxone resources for first responders, distributing intranasal naloxone kits, and conducting community education and training. The measures aim to supplement existing efforts by the GFD and enhance overdose treatment capabilities within the community.

Jeff Kulaga, Town Manager/Clerk stated the proposed use of funds from the One Arizona Settlement Agreement, emphasizing the need for augmentation to existing efforts in the community. Mr. Kulaga highlighted the importance of the funds in providing additional treatments for first responders, distributing naloxone kits, and conducting educational initiatives. Town staff recommends approval.

In response to a question from Councilmember Bravo regarding the allocation of funds for 2022 and 2023, Mrs. Nelson stated that the funds were retained and later assigned to regional programs, benefiting community members. Mrs. Nelson explained that there was a delay in communication between county staff and Town staff, which caused some initial confusion about allotments. Mrs. Nelson clarified that the funds were not wasted but used for regional programs. Councilmember Bravo also inquired about the distribution of naloxone kits to the community, to which Mrs. Nelson mentioned that while the Town did not have specific statistics from GFD, the Town is exploring opportunities to obtain the kits for free and would provide instruction on how to use the kits as part of the education efforts.

3. CLAIMS

Vice Mayor Vital stated Council will consider and may take action to approve the checks registered for October 2023, totaling \$518,522.91.

Motion by Councilmember Soto to approve agenda item D3; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 5-0.

Councilmembers approved the checks registered for October 2023, totaling \$518,522.91.

4. CLAIMS

Vice Mayor Vital stated Council will consider and may take action to approve the checks registered for November 2023, totaling \$419,060.08.

Motion by Councilmember Soto to approve agenda item D4; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 5-0.

Councilmembers approved the checks registered for November 2023, totaling \$419,060.08.

H. TOWN MANAGER/CLERK'S COMMENTS

Jeff Kulaga, Town Manager / Clerk

- Announced Town Hall will be closed on Jan. 15 for MLK Jr. Day.
- Announced SRP event Jan 23 at the Mercado for residents to conserve energy.



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

Agendas/Minutes:
www.guadalupeaz.org

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

I. COUNCILMEMBERS' COMMENTS

Councilmember Bravo

- o Expressed gratitude for the past Holidays and hopeful for the New Year.

Councilmember Fuerte

- o Announced TGLL registration is taking place Jan. 13th – 21st.

Councilmember Osuna

- o Thanked staff for their work.

Councilmember Soto

- o Thanked staff for their work.

Vice Mayor Vital

- o Announced Vaccine Clinic Jan. 17 at the tribal building.
- o Announced Jan. 15 Ninja Warrior Event.
- o Announced Tribal building will be closed on Jan. 15 for MLK Jr. Day.

J. ADJOURNMENT

Motion by Councilmember Fuerte to adjourn the Regular Council Meeting; second by Councilmember Soto. Motion passed unanimously on a voice vote 5-0.

The meeting was adjourned at 7:05 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 January 11, 2024, 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

MCSO PRESENTATION
TOWN OF GUADALUPE
04/11/2024

Stats and talking points overview



oneMCS



MARICOPA COUNTY
SHERIFF'S OFFICE

RESPONSE TIMES

▶ **Priority 1: 01/01/2024 – 03/31/2024**

▶ Beat	Time
▶ 121	11:51
▶ 122	4:09
▶ 123	6:54
▶ 124	4:14
▶ 125	6:55
▶ 126	5:28
▶ 127	5:29
▶ 128	5:44

~6:34 avg





Maricopa County Sheriff's Office

Average Response Times with Call Priority for Beat: 126

From 1/1/2024 Thru 3/31/2024

Report Ran: 4/1/2024 1:41:12 PM

Overview

This report reflects the given date range's average response times for calls for service along with the number of calls for service and on view. Calls for service that are duplicated and subsequently canceled are removed from the data.

Data Sources and Knowledge Stores

The Maricopa County Sheriff's Office (MCSO) utilizes Intergraph's Computer-Aided Dispatch (I/CAD), that went live within the MCSO on September 24th, 2013.

Call Priority	Average Dispatch Time	Average Response Time	Average On Scene Time	Average Total Time
1	00:01:07	00:05:28	01:53:52	02:00:28
2	00:12:07	00:08:09	00:59:22	01:19:38
3	00:22:29	00:13:22	00:33:36	01:09:28

Call Priority	Calls For Service	On View	Total Incidents
1	13	1	14
2	214	120	336
3	520	560	1078
4	0	2	2
Totals	747	683	1430

Definitions

Average Dispatch Time – Is the average time from when the call for service is received and entered into the computer aided dispatch (CAD) system to the time the call is dispatched to a unit.

Average Response Time – Is the average time from when the unit is dispatched to the time they arrive on scene.

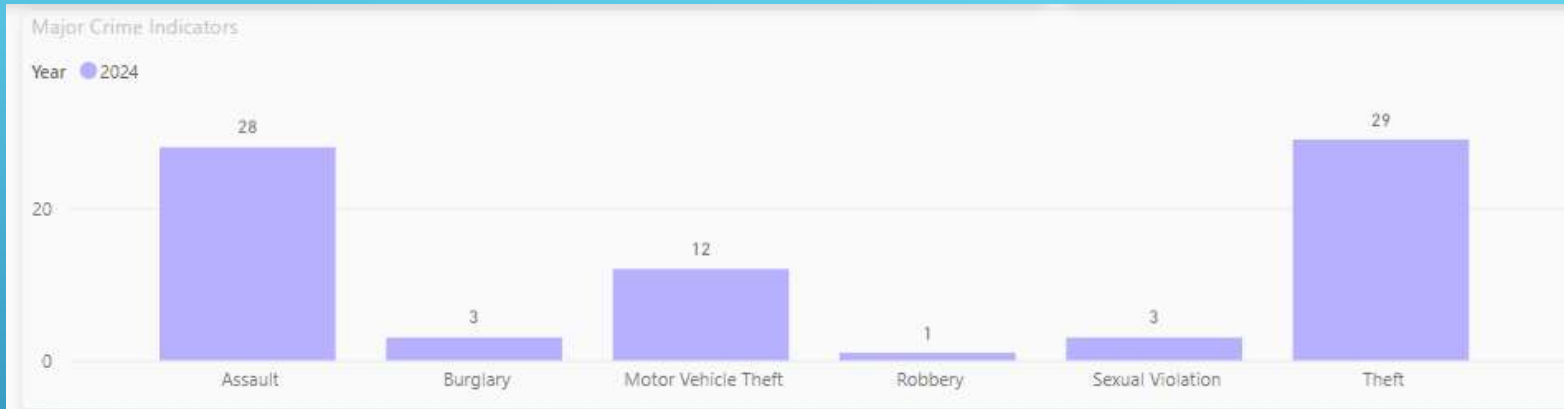
Average On Scene Time – Is the average time from when the unit arrives on scene to the time the call for service is cleared.

Average Total Time – Is the average time from when the call for service is received and entered into the computer aided dispatch (CAD) system to the time the call for service is cleared.

Calls for Service (CFS) – Occurs when a resident contacts the Office, typically by phone, and a deputy is dispatched to handle the call (Wilson & Weiss, 2009). They include calls to "911" for emergency assistance along with to non-emergency numbers (Police Data Initiative, n.d.).

Deputy Initiated Activities (On View/OV) – Occurs when a deputy initiates the dispatch by conducting a traffic stop or other proactive policing event.

Major Crime Indicators, CFS, On View, CFS w/IR



Top 20 Calls for Service

RadioCodeDescription	2024
WELFARE CHECK	114
SUSPICIOUS PERSON	36
UNWANTED GUEST	32
CIVIL ACTION	29
FIREWORKS	27
FIGHT/MUTUAL COMBAT -DOMESTIC VIOLENCE	26
TRESPASSING	26
LOUD NEIGHBORS DISTURBING	24
CITIZEN/MOTORIST ASSIST	21
CRIMINAL DAMAGE	19
SUSPICIOUS ACTIVITY	19
ASSAULT	18
DISORDERLY CONDUCT	18
FOLLOW UP	17
VEHICLE CRASH NO INJURY	16
CIVIL MATTER/STANDBY	14
ASSIST OTHER AGENCY	13
CONVENIENCE MARKET THEFT	13
WARRANT ARREST	13
ANIMAL PROBLEM	11
THEFT	11
Total	517

Top 20 On View

RadioCodeDescription	2024
PATROL/VACATION WATCH	196
WARRANT ARREST	42
FOLLOW UP	39
TRAFFIC VIOLATION	38
BICYCLE STOP	32
NARCOTICS/OTHER DRUGS	19
WELFARE CHECK	19
SUSPICIOUS PERSON	16
ASSIST OTHER AGENCY	11
CITIZEN/MOTORIST ASSIST	11
WARRANT ARREST ATTEMPT	8
STOLEN VEHICLE	7
COMMUNITY POLICING	6
SHOTS FIRED	6
SUSPICIOUS VEHICLE	5
ABANDONED VEHICLE	4
CRIMINAL DAMAGE	4
SPEEDERS	4
SUSPICIOUS ACTIVITY	4
DUI	3
TRAFFIC CONTROL	3
Total	477

Top 20 Calls for Service with IRs

RadioCodeDescription	2024
ASSAULT	18
CRIMINAL DAMAGE	18
WARRANT ARREST	13
CONVENIENCE MARKET THEFT	12
VEHICLE CRASH NO INJURY	11
THEFT	9
ATTEMPT SUICIDE	7
FIGHT/MUTUAL COMBAT - DOMESTIC VIOLENCE	7
DISORDERLY CONDUCT	6
ANIMAL PROBLEM	5
THREATS TO COMMIT AN OFFENSE	5
VEHICLE CRASH W/INJURIES	5
ASSAULT WITH A DEADLY WEAPON	4
DEAD BODY	4
NARCOTICS/OTHER DRUGS	4
STOLEN VEHICLE	4
DUI	3
FOUND PROPERTY	3
RUNAWAY JUVENILE	3
SHORT SIBER	2
Total	144

Abandoned Vehicle/Fireworks/Unpermitted Party Update

§ 72.06 ABANDONED VEHICLES ON PUBLIC PROPERTY.

Any vehicle parked upon a public sidewalk for any length of time or any vehicle disabled or otherwise remaining parked upon a public street of the town for more than three days without being moved is declared to be an abandoned vehicle and the police shall remove said vehicle from the streets or sidewalk of the town with the owner of said vehicle to pay the removal cost. (1989 Code, § 13-3-6) (Ord. 2005-07, passed 6-9-2005)

§ 91.02 FIREWORKS PROHIBITED; EXCEPTIONS. The use, discharge, or ignition of fireworks within the town is prohibited on all public property, including, but not limited to, public buildings, parking lots, public parks, public schools, streets, and public rights-of-way, except as authorized in § 91.03.

§ 91.03 LIMITED USE OF PERMISSIBLE CONSUMER FIREWORKS. The use, discharge, or ignition of permissible consumer fireworks within the town may be used from June 24 through July 6 and December 24 through January 3 of each year, except when a federal or state agency implements a stage one or higher restriction on these dates.

§ 95.02 PERMIT REQUIRED. No person shall host or allow a party on his or her property or host a party on the property of another without first obtaining a permit from the Town Manager or his or her designee. (Ord. 2003-11, passed 11-20-2003) Penalty, see § 95.99

- Deputy education reference Guadalupe town code(s).
- Contact the R/O, educate, tag, citation, tow.
- Work with code enforcement for solutions.



QUESTIONS/DISCUSSION





PLANNING & ZONING APPLICATION FOR: VARIANCE, CONDITIONAL USE OR ZONING CHANGE

1. Please complete this application and attach all required items as outlined.
2. Once submitted, please allow a minimum of two weeks for staff to review and determine whether submittal is complete or additional information/material is needed.
3. Once application is determined complete and acceptable, staff will schedule a public hearing.
4. Complete/accepted application must be submitted to the Town Clerk in final form no less than 30 days prior to scheduled Town council meeting. **Applicant must attend all public hearings/meetings.**

GENERAL INFORMATION:

Project name: GUERRERO Conditional use Permit.
 Existing use of property: VACANT
 Proposed use of property: MANUFACTURE HOME
 Existing zoning: R-6 Requested zoning (if applicable): _____

PROPERTY INFORMATION:

Address: 9022 S. Calle AZTECA Guadalupe Az. 85283
 Legal Description*: Section _____ Township _____ Range _____
 Maricopa County Assessor's Parcel Number (APN)*: ~~301~~ 301-12-030
 Subdivision Name & Lot # (if applicable/available) Gastello

*Available at: <https://mcassessor.maricopa.gov/>

APPLICANT INFORMATION:

Name: KENNY & PAMELA GUERRERO
 Mailing Address: 6612 S. 40th Way Phoenix, Az. 85042
 Contact phone #: 602437-8524 Email: PGUERRERO35@gmail.com
 Status (owner, agent, lessee, etc): OWNERS.

APPLICATION MUST INCLUDE THE FOLLOWING (per Town Code 154.036):

- Filing fee(s) (as outlined on page 2) – attach
- Legal description – attach
- Letter of explanation – complete page 3
- Plot plan – attach
- Site plan (drawn to scale, showing what is planned for the property, including lot dimensions, existing and proposed buildings, etc.) – attach
- Vicinity map of property owners within 150' of property – attach
- Mailing labels (Name/Address) for property owners within 150' of property – attach
- Proof of property ownership

TYPE OF REQUEST:

CONDITIONAL USE PERMIT

VARIANCE FOR (CHECK ALL THAT APPLY):

- Lot width Lot depth Building height
- Front setback Rear setback Sideyard setback

ZONING CHANGE – AMENDMENT TO THE ZONING MAP FOR:

- Single-family Residential
- Multi-family Residential, Commercial, or Industrial Districts
- Planned Area Development

PROPERTY OWNER: *(If different from Applicant, complete the Property Owner Authorization statement below. Property owner's signature must be notarized. For more than one owner, attach a separate sheet with notarized signatures, names and addresses.)*

Name: _____

Mailing Address: _____

Phone #: _____ Email: _____

PROPERTY OWNER AUTHORIZATION:

I hereby authorize _____ to file this application and act on my behalf in regard to this application.

(Signature) (Date)

Notary (Rezoning Applications Only)

The State of _____ County of _____

Subscribed, sworn to and acknowledged before me by _____, the principal,

and subscribed and sworn to me by _____, the witness, this _____ day of _____

_____ (month), _____ (year).

(signed) _____

(Notary Public)

LETTER OF EXPLANATION:

Briefly describe the nature and intent of the proposed development and reasons justifying the request. Include references to effects on surrounding neighborhoods and the town at large.

Intention is to be able to downside to a more convenient home.

FEE SCHEDULE:

Type of Application	Fee	Calculate Fees
Appeals of administrative decisions	\$25	
Site plan review application	\$50	
Amendments to the Zoning Map for:		
Continued items, continued at the request of the applicant after the property has been posted and public hearing notices are mailed	\$25	
Multi-family residential, commercial and industrial districts	\$400	
Planned area development	\$400	
Single-family residential	\$100	
Site plan review application	\$50 + \$25/acre for each acre over one	
Conditional Use Permits		
Manufactured homes	\$50	50
All other	\$50	
Variances		
Single-family residential	\$50	
All other	\$50	
TOTAL		

Paid: 2/8/2024

APPLICANT SIGNATURE:

Samela DeSeno

 (Signature)

1-25-2024

 (Date)

STAFF USE ONLY

Town of Guadalupe Review Process

Case# _____

Zoning District: _____

Date of Application: _____

Fee: _____

Accepted by: _____

Date Application Deemed Acceptable by Staff: _____

Date of Legal Advertisement: _____

Date(s) of Public Hearing(s): _____

Council Decision: _____



TOWN OF GUADALUPE – ZONING CODE SETBACK REQUIREMENTS

RESIDENTIAL ZONING DISTRICTS – TOWN CODE §154.066 (E) (1) & (2)

Zoning District	Minimum Lot Area per D.U. First 2 D.U.	Minimum Lot Area per D.U. Add'l D.U.	Minimum Lot Width	MINIMUM YARD SETBACKS				Maximum Building Height
				Front	Side	Street Side	Rear	
R-2	5,000 square feet		75'	25'	7**	20'	20'	30'
R-3	5,000 square feet	2,500 square feet	100'	20'	7**	15'	15'	30'
R-4	5,000 square feet	1,250 square feet	100'	20'	7**	15'	15'	30'

*For ease of access, 1 side shall be at least 10 feet in width. Churches and schools 35 feet on each side.

The minimum provisions listed above shall not apply to any lot of smaller size already of record in the office of the County Recorder of Maricopa County, Arizona, before the effective date of this chapter.

Zoning District	MINIMUM YARD SETBACKS				Maximum Height
	Front	Side	Street Side	Rear	
R-1-9	30'	10'	20'	10'	30'
R-1-6	25'	7'	15'	10'	30'

The minimum provisions listed above shall not apply to any lot of smaller size already of record in the office of the County Recorder of Maricopa County, Arizona, before the effective date of this chapter.

COMMERCIAL ZONING DISTRICTS – TOWN CODE §154.067(F)

Zoning District	MINIMUM YARD SETBACKS				Maximum Height
	Front	Side	Street Side	Rear	
C-1	25'	12'	15'	15'	30'
C-2	20'	12'	15'	15'	30'
C-Mix	30'	20'	30'	30'	40'

The minimum provisions listed above shall not apply to any lot of smaller size already of record in the office of the County Recorder of Maricopa County, Arizona, before the effective date of this chapter.

BENEFICIARY DEED

DO NOT REMOVE

This is part of the official document

When Recorded Return to:

Kenny and Pamela Guerrero
6612 S 40th Way
Phoenix AZ 85042

BENEFICIARY DEED

EXEMPT FROM RECORDING AFFIDAVIT OF VALUE PURSUANT TO A.R.S. §11-1134(B)(12)

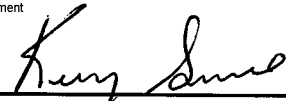
We, Kenny Guerrero and Pamela Guerrero, husband and wife, do hereby grant and convey to Roy Guerrero, Kenny Guerrero Jr., and Kenny DeAnda Guerrero, effective upon our deaths, all our right, title, and interest in the following described real property:

LOT 31, GASTELLO, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 62 OF MAPS, PAGE 42.


(APN 301-12-031; Address: 9022 S Calle Azteca, Guadalupe AZ 85283)

Unofficial Document

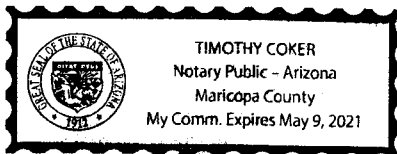
Dated: 1-21-2020



Kenny Guerrero
Grantor

Dated: 1/21/2020

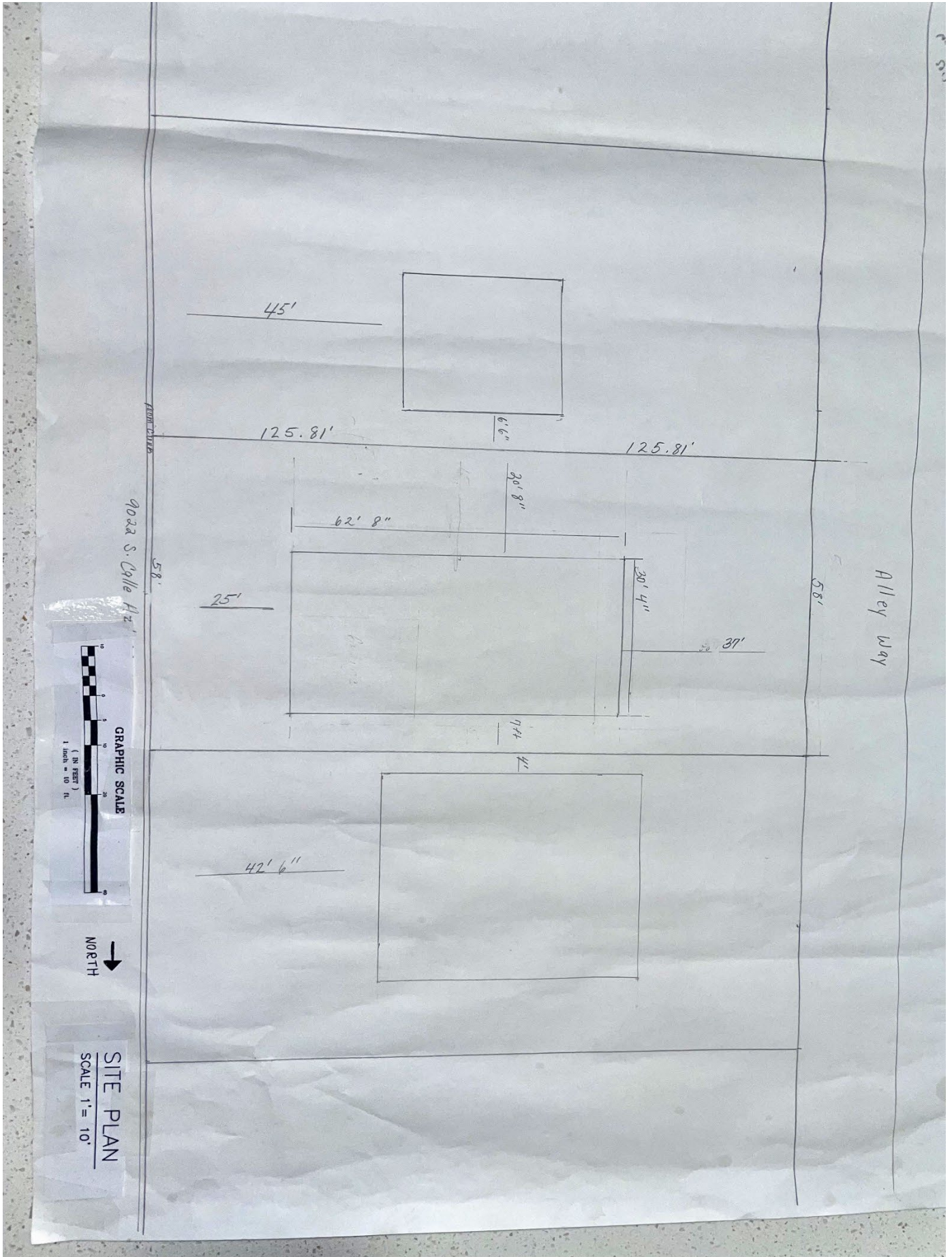

Pamela Guerrero
Grantor

On this 21 day of January, 2020, before me personally appeared Kenny Guerrero and Pamela Guerrero, whose identities were proved to me on the basis of satisfactory evidence and who subscribed to this document before me.




Notary Public

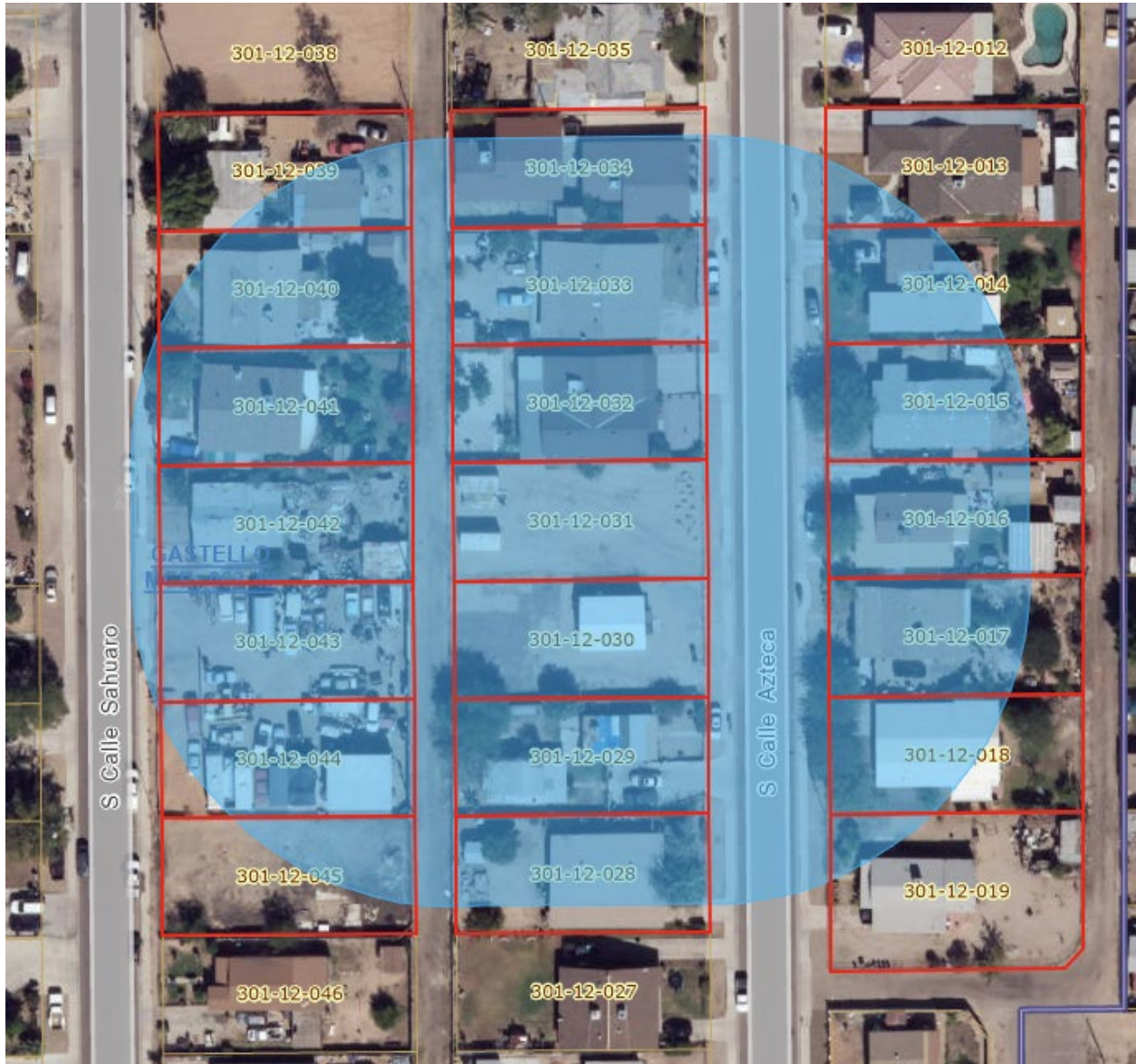
9022 S. Calle Azteca
Plot Plan



9022 S. Calle Azteca
Site Plan



9022 S CALLE AZTECA
150FT NOTIFICATION AREA



9022 S. Calle Azteca
Mailing Labels

30

DOREEN FRANCES PEREZ
9009 S CALLE AZTECA
GUADALUPE AZ USA 85283

MANUEL & GUADALUPE MARTINEZ
9015 S CALLE AZTECA
GUADALUPE AZ USA 85283

GERARDO CASTORENA
9019 S CALLE AZTECA
GUADALUPE AZ USA 85283

ALICE ORTIZ
9023 S CALLE AZTECA
GUADALUPE AZ USA 85283

ISIDRO & YOLANDA GASTELO
9027 S CALLE AZTECA
GUADALUPE AZ USA 852832525

JUAN GASTELO JR
9031 S CALLE AZTECA
GUADALUPE AZ USA 85283

SAMUEL & VICTORIA HOLGUIN
9035 S CALLE AZTECA
GUADALUPE AZ USA 85283

MARCELO & MARYLOU GASTELO
9034 S CALLE AZTECA
GUADALUPE AZ USA 85283

MARGARITA ORTIZ
PO BOX 8642
PHOENIX AZ USA 85066

RICHARD VITAL
9042 S CALLE AZTECA
GUADALUPE AZ USA 85283

KENNY & PAMELA GUERRERO
6612 S 40TH WAY
PHOENIX AZ USA 85042

JUSTO, GLORIA, & REYNALDO GUZMAN
9018 S CALLE AZTECA
GUADALUPE AZ USA 85283

ROSALIE HERNANDEZ CHAVEZ
9014 S CALLE AZTECA
GUADALUPE AZ USA 85283

RICARDO GUZMAN
9010 S CALLE AZTECA
GUADALUPE AZ USA 85283

AURORA G FRIAS
9009 S CALLE SAHUARO
GUADALUPE AZ USA 85283

MARGARITA PEREZ
9015 S CALLE SAHUARO
GUADALUPE AZ USA 85283

ANITA AVILA
PO BOX 13011
TEMPE AZ USA 85284

ERNEST SUNIGA
918 W VAUGHN ST
TEMPE AZ USA 85283

ERNEST SUNIGA
918 W VAUGHN ST
TEMPE AZ USA 85283

ALIDA SAMANIEGO
4023 E APOLLO RD
PHOENIX AZ USA 85042



Notice of Public Hearing

The Guadalupe Town Council will hold a public hearing on Thursday, March 14, 2024, at 6:00 p.m., Guadalupe Town Hall, 9241 S. Avenida del Yaqui, Council Chambers, Guadalupe, AZ 85283, to receive public comment on the following:

PUBLIC HEARING: Request for a conditional use permit to install a manufactured home on the property located at 9022 S. Calle Azteca, Guadalupe, AZ (APN 301-12-031). The lot is zoned R-1-6, Single-family Residential.

Conditional Use Permit Application (CU2024-01) – Kenny & Pamela Guerrero, applicants, are requesting a conditional use permit to install a manufactured home on the property located at 9022 S. Calle Azteca, Guadalupe, AZ (APN 301-12-031). This request is in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV: LAND USAGE, CHAPTER 154: ZONING, § 154.065 SINGLE-FAMILY RESIDENTIAL DISTRICTS: R-1-9 AND R-1-6.

Written letters of objection or support may be submitted by adjacent landowners and potentially affected citizens to the Town Clerk via email at clerk@guadalupeaz.org or delivered to Guadalupe Town Hall prior to, or at the time of the hearing.

Town of Guadalupe
9241 South Avenida del Yaqui
Guadalupe, AZ 85283
(480) 730-3080

THE RECORD REPORTER

~SINCE 1914~

Mailing Address : 2025 N THIRD ST #155, PHOENIX, AZ 85004-1425
Telephone (602) 417-9900 / Fax (602) 417-9910
Visit us @ www.RecordReporter.com

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

RR# 3787496

COPY OF NOTICE

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

Reference #

Notice Type: MCHRG NOTICE OF HEARING

Ad Description

CU2024-01 9022 S. Calle Azteca, Guadalupe, AZ

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):

02/28/2024

Notice of Public Hearing The Guadalupe Town Council will hold a public hearing on Thursday, March 14, 2024, at 6:00 p.m., Guadalupe Town Hall, 9241 S. Avenida del Yaqui, Council Chambers, Guadalupe, AZ 85283, to receive public comment on the following: PUBLIC HEARING: Request for a conditional use permit to install a manufactured home on the property located at 9022 S. Calle Azteca, Guadalupe, AZ (APN 301-12-031). The lot is zoned R-1-6, Single-family Residential. Conditional Use Permit Application (CU2024-01) – Kenny & Pamela Guerrero, applicants, are requesting a conditional use permit to install a manufactured home on the property located at 9022 S. Calle Azteca, Guadalupe, AZ (APN 301-12-031). This request is in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV: LAND USAGE, CHAPTER 154: ZONING, § 154.065 SINGLE-FAMILY RESIDENTIAL DISTRICTS: R-1-9 AND R-1-6. Written letters of objection or support may be submitted by adjacent landowners and potentially affected citizens to the Town Clerk via email at clerk@guadalupeaz.org or delivered to Guadalupe Town Hall prior to, or at the time of the hearing. 2/28/24

RR-3787496#

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	\$2.90
Arizona Sales Tax	\$0.01
Total	\$2.91

Your Legal Publishing



* A 0 0 0 0 0 6 6 9 8 2 7 6 *

9022 S. Calle Azteca Conditional Use Permit Public Notice on Property





Date: February 28, 2024

TO: Honorable Guadalupe Town Council

THROUGH: Jeff Kulaga, Town Manager/Clerk, (480)-505-5376

FROM: Sam Amaya, Town Planner, (480)-505-5369

SUBJECT: Conditional Use Permit (CU2024-01) 9022 S. Calle Azteca Staff Report

REQUEST:

Requesting a conditional use permit to install a manufactured home on the vacant residential property per Town Code of Ordinance § 154.019 CONDITIONAL USE PERMITS in accordance with A.R.S. Title 41, Chapter 37.

SITE:



PROPERTY OWNER: Kenny & Pamela Guerrero

APPLICANT(S): Kenny & Pamela Guerrero

LOCATION: 9022 S. Calle Azteca, Guadalupe AZ, 85283

ZONING DESIGNATION: R-1-6

PARCEL #: 301-12-031

EXISTING AND SURROUNDING LAND USE/ZONING DESIGNATION:

- SITE:** Vacant (R-1-6)
- NORTH:** Residential (R-1-6, and R-2)
- SOUTH:** Residential (R-1-6)
- EAST:** Residential (R-1-6)
- WEST:** Residential (R-1-6)

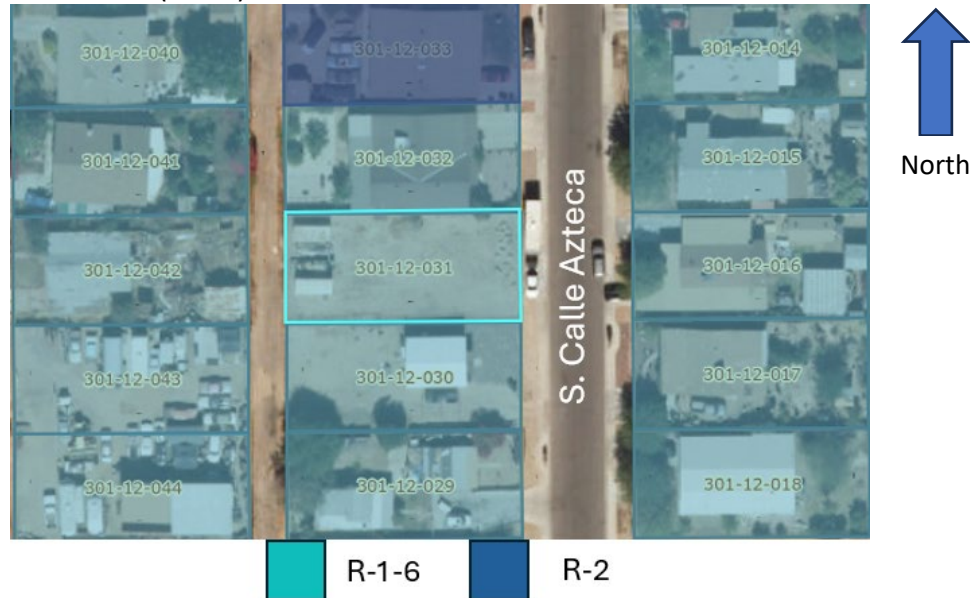


Exhibit A – Surrounding Land Use and Zoning Designation

PROJECT DESCRIPTION:

This application is for a conditional use permit to allow for the location and installation of a manufactured home at 9022 S. Calle Azteca. Illustrated below are the required setbacks for R-1-6. **Exhibit B** illustrates the proposed manufactured home on the property, in relation to the required setbacks. The site plan submitted by the applicants is illustrated in **Exhibit C**. The applicants Kenny & Pamela Guerrero are planning to locate a Model AF3262HD Farmhouse from Champion Home Builders, this new home is 62'-8" by 30'-4". **Exhibit D** illustrates the submitted floor plan.

Zoning District	Min. Lot Area	Min. Lot Width	Min. Lot Depth	Minimum Yard Setbacks				Max. Bldg. Height
				Front	Side	Street Side	Rear	
R-1-9	9,000 square feet	80'	100'	30'	10'	20'	10'	30'; accessory building
R-1-6	6,000 square	60'	90'	25'	7'*	15'	10'	30'

*for ease of access, 1 side shall be at least 10 feet in width. Churches and schools 35 feet on each side.



Exhibit B – Manufactured Home Building Footprint & Setbacks

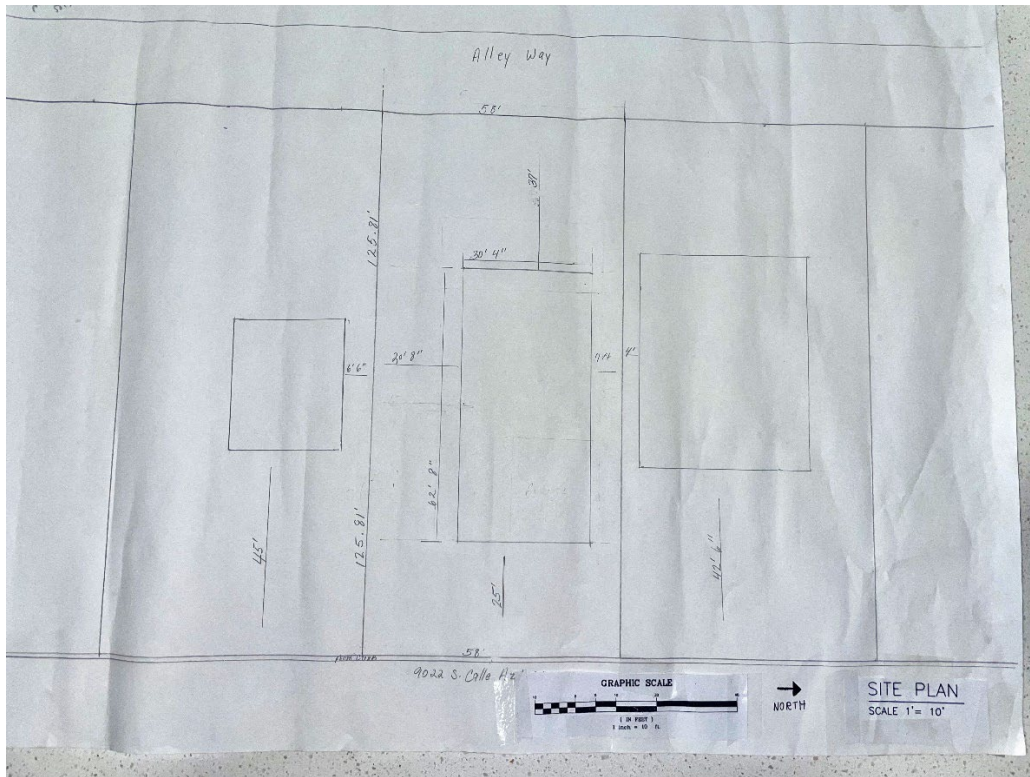


Exhibit C – Submitted Site Plan

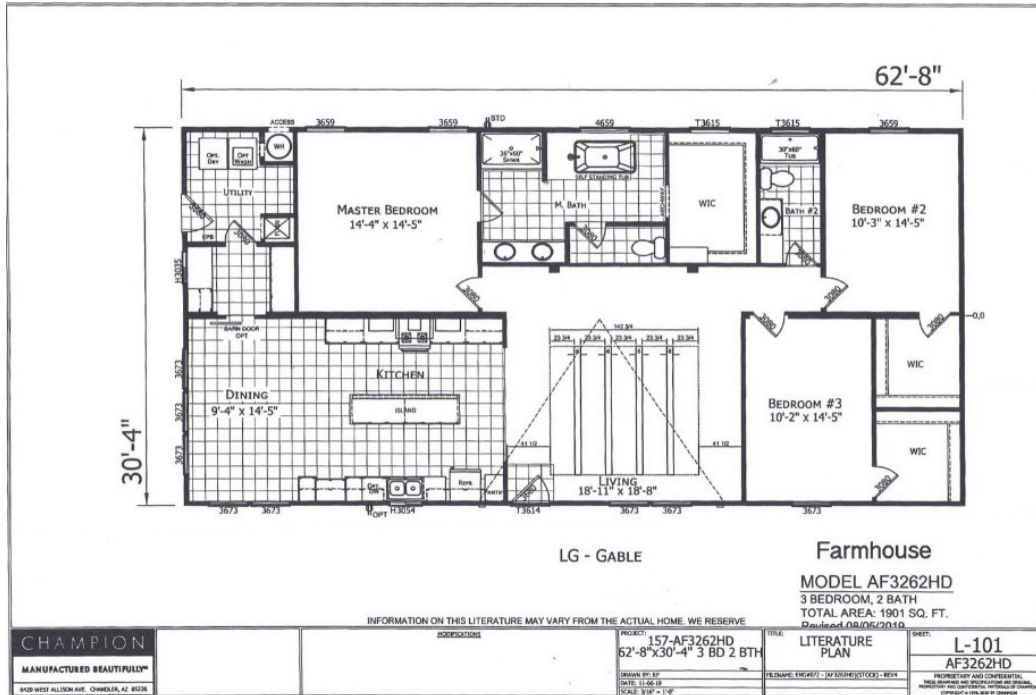


Exhibit D – Submitted Floorplan

PUBLIC NOTIFICATION:

In accordance with the Guadalupe Code of Ordinance § 154.034 NOTIFICATION, Conditional Use Permits require 15-day public notice posted on the property, thru the newspaper, and mailed to all properties within 150 feet of 9022 S. Calle Azteca.

Posted on the property: February 28, 2024

Posted through the newspaper: February 28, 2024

Mailed to all properties within 150 feet of the property: February 27, 2024

Exhibit E illustrates all the properties notified within 150 feet of 9022 S. Calle Azteca.

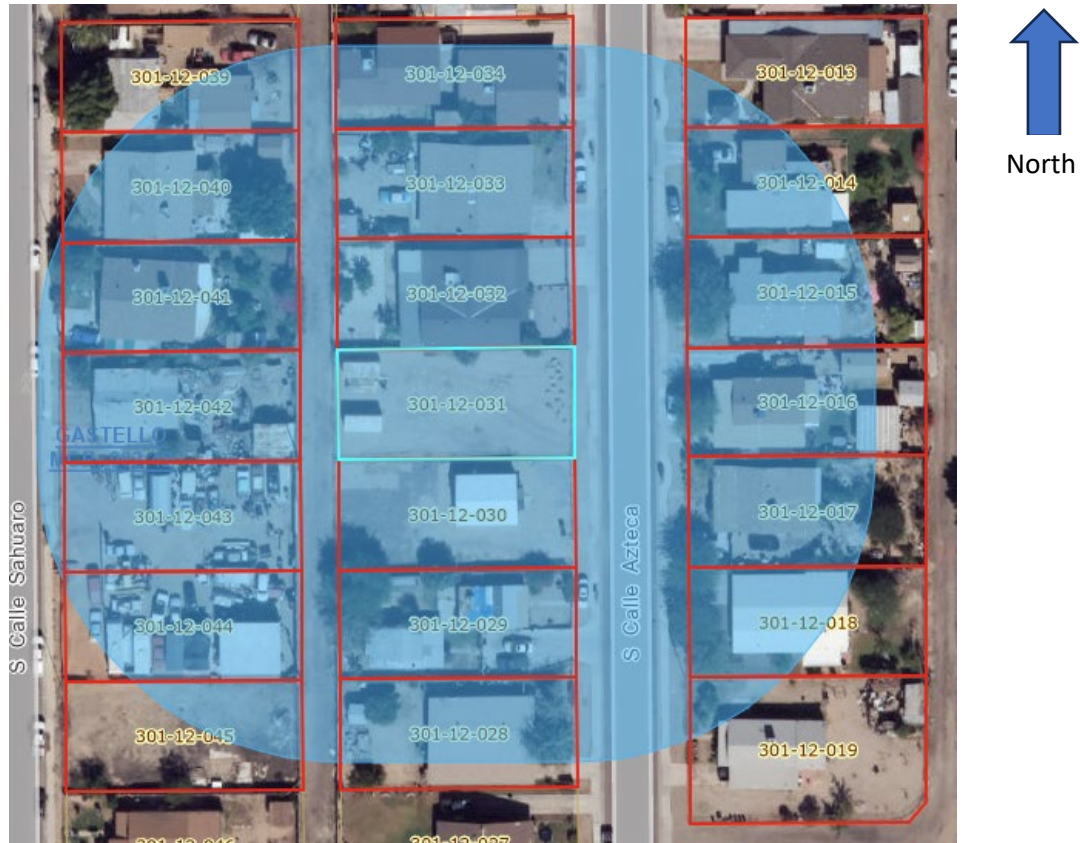


Exhibit E – 150ft Public Notice Radius

ANALYSIS:

Currently, under the Town Code of Ordinance, manufactured homes require a conditional use permit, as stated in § 154.065 SINGLE-FAMILY RESIDENTIAL DISTRICTS: R-1-9 AND R-1-6.

§ 154.065 SINGLE-FAMILY RESIDENTIAL DISTRICTS: R-1-9 AND R-1-6.

The composition of the districts listed above shall be as follows.

(A) Intent. The single-family residential districts are intended to provide for low density, detached housing in the R-1-9 district and medium density, detached housing in the R-1-6 District.

(B) Permitted uses.

(1) One-family dwelling;

(D) Conditional uses. The following uses shall be permitted as conditional uses, subject to obtaining a conditional use permit.

(5) One mobile home per lot.

If this home is built, it will be the first building on this property in over 15 years. Aerial images available are from Maricopa County Assessor's Office that date back to 2015 and Google Maps images that go back to 2008, all without a home on the property.

According to the Town Code of Ordinance, conditional use permits can only be issued if granting the permit is not materially detrimental to the surrounding area, as stated in § 154.019 CONDITIONAL USE PERMITS.

§ 154.019 CONDITIONAL USE PERMITS.

(A) Conditional use permits which may be revokable, conditional, or valid for a term period, may be granted only when expressly permitted in the zoning district herein specified by this chapter and only after the Town Council has filed, in writing, that the granting of such conditional use permit will not be materially detrimental to the public health, safety, and welfare and that the characteristics of the use proposed in such conditional use permits are compatible with the types of uses permitted in the surrounding area.

The proposed new manufactured home is not materially detrimental to the surrounding area. Presently there are several manufactured homes within the 150ft notification radius and more in the immediate area.

The applicants have complied with all conditional use permit request requirements associated with locating a manufactured home. Should the conditional use permit get approved, the applicants will apply for a building permit from the town and an installation permit from the state.

STAFF RECOMMENDATION:

Approval of a conditional use permit to install a manufactured home on the vacant residential property per Town Code of Ordinance § 154.019 CONDITIONAL USE PERMITS in accordance with A.R.S. Title 41, Chapter 37, with the condition to rectify any code violations by March 23, 2024, before the installation of a manufactured home on the property.

STIPULATIONS FOR APPROVAL:

The 9022 S. Calle Azteca property is presently subject of a code violation; therefore, a recommended condition for approval is to rectify any code violations before the installation of a manufactured home on the property, as follows:

The applicants, prior to applying for a Town building permit and a State installation permit, shall be required to properly comply with the February 12, 2024, abatement notice, where compliance is required by March 23, 2024. Failure to comply with code compliance could result in the forfeiture of the conditional use permit, should it be approved.

STAFF CONTACT:

Sam Amaya, Town Planner, samaya@guadalupeaz.org, (480)-505-5369



G2.-G3. Conditional Use Permit 9022 S. Calle Azteca



9022 S. Calle Azteca

APN: 301-12-031

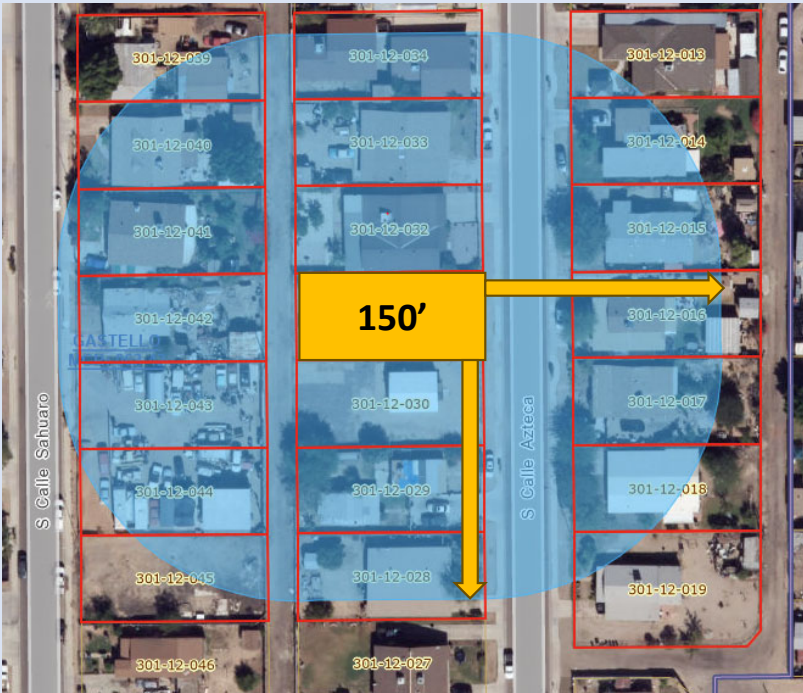
Current Zoning: R-1-6

Lot Size: 7,309 Square Feet

Request:
Requesting a conditional use permit to install a manufactured home on the vacant residential property per Town Code of Ordinance § 154.019 CONDITIONAL USE PERMITS in accordance with A.R.S. Title 41, Chapter 37



G2.-G3. Conditional Use Permit 9022 S. Calle Azteca



150ft Notification Area per Town Code of Ordinance § 154.034

Notification occurred on February 28,
2024.



G2.-G3. Conditional Use Permit 9022 S. Calle Azteca

§ 154.065 SINGLE-FAMILY RESIDENTIAL DISTRICTS: R-1-9 AND R-1-6.

The composition of the districts listed above shall be as follows.

(A) *Intent.* The single-family residential districts are intended to provide for low density, detached housing in the R-1-9 district and medium density, detached housing in the R-1-6 District.

(B) *Permitted uses.*

- (1) One-family dwelling;

(D) ***Conditional uses.*** The following uses shall be permitted as conditional uses, subject to obtaining a conditional use permit.

- (5) One mobile home per lot.



G2.-G3. Conditional Use Permit 9022 S. Calle Azteca



RED: Required setbacks

- 25' Front
- 7' Side
- 7' Side
- 10' Rear

GREEN: Building envelope

BLUE: Proposed home location

62'8" x 30'4"

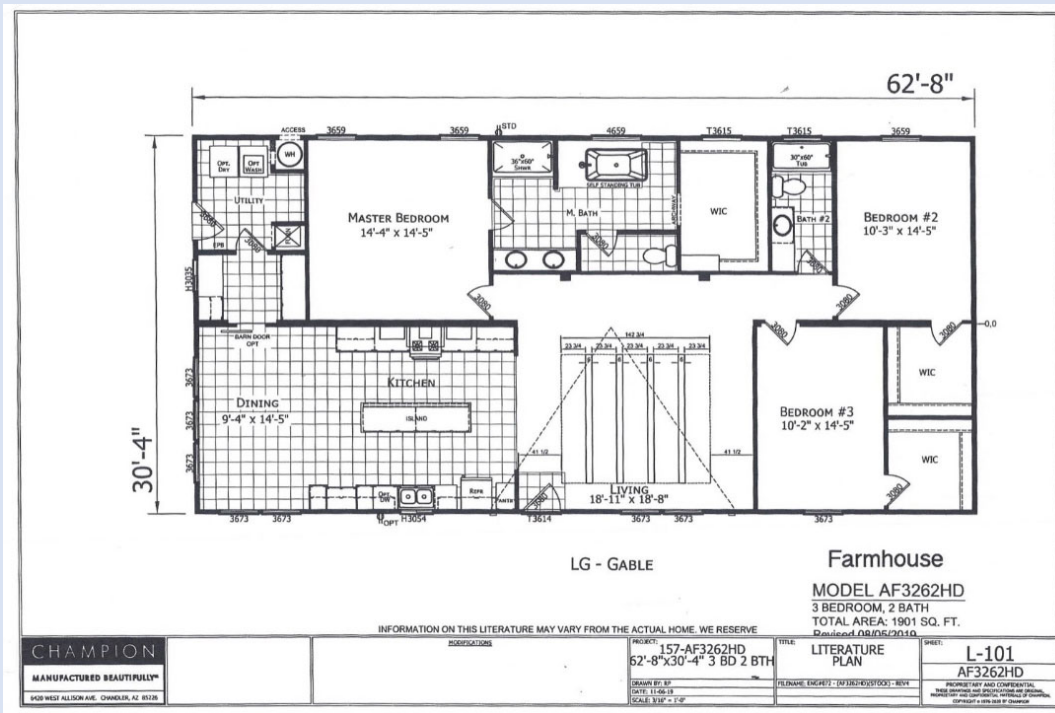
Zoning District	Min. Lot Area	Minimum Yard Setbacks				Street Side	Rear	Max. Bldg. Height
		Min. Lot Width	Min. Lot Depth	Front	Side			
R-1-9	9,000 square feet	80'	100'	30'	10'	20'	10'	30'; access ory building
R-1-6	6,000 square	60'	90'	25'	7**	15'	10'	30'

*for ease of access, 1 side shall be at least 10 feet in width. Churches and schools 35 feet on each side.



G2.-G3. Conditional Use Permit 9022 S. Calle Azteca

Proposed floor plan
provided by the applicant





G2.-G3. Conditional Use Permit 9022 S. Calle Azteca

Condition For Approval

The 9022 S. Calle Azteca property is presently subject of a code violation; therefore, a recommended condition for approval is to rectify any code violations before the installation of a manufactured home on the property, as follows:

The applicants, prior to applying for a Town building permit and a State installation permit, shall be required to properly comply with the February 12, 2024, abatement notice, where compliance is required by March 23, 2024. Failure to comply with code compliance could result in the forfeiture of the conditional use permit, should it be approved.

§ 154.019 CONDITIONAL USE PERMITS.

(A) Conditional use permits which may be revokable, **conditional**, or valid for a term period, may be granted only when expressly permitted in the zoning district herein specified by this chapter and only after the Town Council has filed, in writing, that the granting of such conditional use permit will not be materially detrimental to the public health, safety, and welfare and that the characteristics of the use proposed in such conditional use permits are compatible with the types of uses permitted in the surrounding area.

(B) The burden of proof satisfying these requirements shall rest with the applicant.

(C) In the case where a use permit is conditional upon a time schedule of development, if the property has not been developed within one year or on a schedule agreed upon by the Town Council, the conditional use application shall cease. Any request for an extension to these conditions shall be considered as a new application.



G2.-G3. Conditional Use Permit 9022 S. Calle Azteca



9022 S. Calle Azteca

APN: 301-12-031

Current Zoning: R-1-6

Request:

Requesting a conditional use permit to install a manufactured home on the vacant residential property per Town Code of Ordinance § 154.019 **CONDITIONAL USE PERMITS** in accordance with A.R.S. Title 41, Chapter 37

Recommendation:

Approval of a conditional use permit to install a manufactured home on the vacant residential property per Town Code of Ordinance § 154.019 **CONDITIONAL USE PERMITS in accordance with A.R.S. Title 41, Chapter 37, with the condition to rectify any code violations before the installation of a manufactured home on the property.**



PLANNING & ZONING APPLICATION FOR: VARIANCE, CONDITIONAL USE OR ZONING CHANGE

1. Please complete this application and attach all required items as outlined.
2. Once submitted, please allow a minimum of two weeks for staff to review and determine whether submittal is complete or additional information/material is needed.
3. Once application is determined complete and acceptable, staff will schedule a public hearing.
4. Complete/accepted application must be submitted to the Town Clerk in final form no less than 30 days prior to scheduled Town council meeting. **Applicant must attend all public hearings/meetings.**

GENERAL INFORMATION:

Project name: National Institutes of Health (NIH) - Outpatient Research Clinic Expansion
 Existing use of property: Outpatient Health Research Clinic and Satellite Buildings
 Proposed use of property: Outpatient Health Research Clinic, BSL-2 Satellite Laboratory, Medical Office (Maternal/Child Focused)
 Existing zoning: R-2 Single Family Residential Requested zoning (if applicable): _____

PROPERTY INFORMATION:

Address: 8619 South Avenida del Yaqui
 Legal Description*: Section 4 Township 1S Range 4E
 Maricopa County Assessor's Parcel Number (APN)*: 301-06-108
 Subdivision Name & Lot # (if applicable/available) East Guadalupe, Lot 11

*Available at: <https://mcassessor.maricopa.gov/>

APPLICANT INFORMATION:

Name: Brock Jensen
 Mailing Address: 4742 N. 24th Street, Suite 100 Phoenix AZ 85016
 Contact phone #: 602-429-5842 Email: bjensen@aeieng.com
 Status (owner, agent, lessee, etc): Project Manager

APPLICATION MUST INCLUDE THE FOLLOWING (per Town Code 154.036):

- Filing fee(s) (as outlined on page 2) – *attach*
- Legal description – *attach*
- Letter of explanation – *complete page 3*
- Plot plan – *attach*
- Site plan (drawn to scale, showing what is planned for the property, including lot dimensions, existing and proposed buildings, etc.) – *attach*
- Vicinity map of property owners within 150' of property – *attach*
- Mailing labels (Name/Address) for property owners within 150' of property – *attach*
- Proof of property ownership

TYPE OF REQUEST:

CONDITIONAL USE PERMIT

VARIANCE FOR (CHECK ALL THAT APPLY):

Lot width

Lot depth

Building height

Front setback

Rear setback

Sideyard setback

ZONING CHANGE – AMENDMENT TO THE ZONING MAP FOR:

Single-family Residential

Multi-family Residential, Commercial, or Industrial Districts

Planned Area Development

PROPERTY OWNER: (If different from Applicant, complete the Property Owner Authorization statement below. Property owner's signature must be notarized. For more than one owner, attach a separate sheet with notarized signatures, names and addresses.)

Name: Presbytery of Grand Canyon

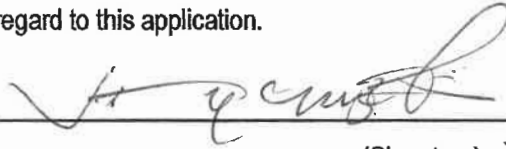
Mailing Address: 8619 S Avenida del Yaqui, Guadalupe, AZ 85283

Phone #: 602-549-0904

Email: carolyn.lower@att.net

PROPERTY OWNER AUTHORIZATION:

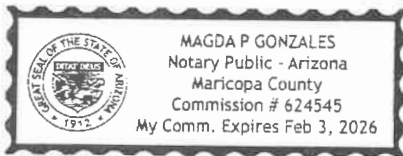
I hereby authorize Brock Jensen to file this application and act on my behalf in regard to this application.


 2-22-24
(Signature) Jimmy MOLINA (Date)

Notary (Rezoning Applications Only)

The State of Arizona County of Maricopa
Subscribed, sworn to and acknowledged before me by Jimmy Valdez Molina, the principal,
and subscribed and sworn to me by _____, the witness, this 22nd day of
February (month), 2024 (year).

(signed) Magda P. Gonzalez




(Notary Public)

LETTER OF EXPLANATION:

Briefly describe the nature and intent of the proposed development and reasons justifying the request. Include references to effects on surrounding neighborhoods and the town at large.

Building 2 interior will be demolished and renovated to be a BSL-2, CLIA-certified satellite laboratory. Building 3 interior will be demolished and renovated to be a new medical office and outpatient, material/child health focused research clinic. At the end of the project, the Building 1 existing outpatient research clinic will be refreshed (new paint, flooring, and ADA upgrades) to the maximum extent practicable based on availability of project funds. All building critical equipment will be served by new emergency generator. Buildings and site will be updated to provide ADA accessibility. These clinics will only be used for NIH conducted outpatient clinical research studies in the areas of type 2 diabetes and obesity and their complications.

FEE SCHEDULE:

Type of Application	Fee	Calculate Fees
Appeals of administrative decisions	\$25	
Site plan review application	\$50	
Amendments to the Zoning Map for:		
Continued items, continued at the request of the applicant after the property has been posted and public hearing notices are mailed	\$25	
Multi-family residential, commercial and industrial districts	\$400	
Planned area development	\$400	
Single-family residential	\$100	
Site plan review application	\$50 + \$25/acre for each acre over one	
Conditional Use Permits		
Manufactured homes	\$50	
All other	\$50	\$50
Variances		
Single-family residential	\$50	
All other	\$50	
	TOTAL	\$50

Paid 2/22/2024

APPLICANT SIGNATURE:


(Signature)

2-9-24

(Date)

STAFF USE ONLY

Town of Guadalupe Review Process

Case# _____

Zoning District: _____

Date of Application: _____

Fee: _____

Accepted by: _____

Date Application Deemed Acceptable by Staff: _____

Date of Legal Advertisement: _____

Date(s) of Public Hearing(s): _____

Council Decision: _____



TOWN OF GUADALUPE – ZONING CODE SETBACK REQUIREMENTS

RESIDENTIAL ZONING DISTRICTS – TOWN CODE §154.066 (E) (1) & (2)

Zoning District	Minimum Lot Area per D.U. First 2 D.U.	Minimum Lot Area per D.U. Add'l D.U.	Minimum Lot Width	MINIMUM YARD SETBACKS				Maximum Building Height
				Front	Side	Street Side	Rear	
R-2	5,000 square feet		75'	25'	7'*	20'	20'	30'
R-3	5,000 square feet	2,500 square feet	100'	20'	7'*	15'	15'	30'
R-4	5,000 square feet	1,250 square feet	100'	20'	7'*	15'	15'	30'

*For ease of access, 1 side shall be at least 10 feet in width. Churches and schools 35 feet on each side.

The minimum provisions listed above shall not apply to any lot of smaller size already of record in the office of the County Recorder of Maricopa County, Arizona, before the effective date of this chapter.

Zoning District	MINIMUM YARD SETBACKS				Maximum Height
	Front	Side	Street Side	Rear	
R-1-9	30'	10'	20'	10'	30'
R-1-6	25'	7'	15'	10'	30'

The minimum provisions listed above shall not apply to any lot of smaller size already of record in the office of the County Recorder of Maricopa County, Arizona, before the effective date of this chapter.

COMMERCIAL ZONING DISTRICTS – TOWN CODE §154.067(F)

Zoning District	MINIMUM YARD SETBACKS				Maximum Height
	Front	Side	Street Side	Rear	
C-1	25'	12'	15'	15'	30'
C-2	20'	12'	15'	15'	30'
C-Mix	30'	20'	30'	30'	40'

The minimum provisions listed above shall not apply to any lot of smaller size already of record in the office of the County Recorder of Maricopa County, Arizona, before the effective date of this chapter.



Office of Research Facilities
Division of Design and Construction Management
Bldg 13, Rm. 2W48, 9000 Rockville Pike, Bethesda, MD 20892

Project: National Institutes of Health (NIH) - Outpatient Research Clinic Expansion

Town of Guadalupe Use Permit – Legal Description

Property information -

Legal description: section 4, township 1S, Range 4E
Maricopa County Assessor Parcel Number- 301-06-108
Subdivision Name & Lot: East Guadalupe, Lot 11
Latitude: 33.3678227516926
Longitude: -111.962577016894
MCR #211-18

Project: National Institutes of Health (NIH) - Outpatient Research Clinic Expansion
Town of Guadalupe Use Permit – Letter of Explanation
A. Purpose of Request

Existing clinic (Building 1) and two satellite buildings (Building 2 & 3) will be renovated and operated by the National Institutes of Health (NIH) for expanded outpatient research clinic operations. NIH leases these buildings from the Guadalupe Presbyterian Church.

B. Description of Proposal, including type and area of proposed uses(s), business hours/days of operation, number of employees, description of building architecture and landscaping, color palette, type of construction materials, sign detail/descriptions, screening wall/fence details and location, etc.

Building 2 interior will be demolished and renovated to be a BSL-2, CLIA-certified satellite laboratory. Building 3 interior will be demolished and renovated to be a new medical office and outpatient, material/child health focused research clinic. At the end of the project, the Building 1 existing outpatient research clinic will be refreshed (new paint, flooring, and ADA upgrades) to the maximum extent practicable based on availability of project funds. All building critical equipment will be served by new emergency generator. Buildings and site will be updated to provide ADA accessibility. These clinics will only be used for NIH conducted outpatient clinical research studies in the areas of type 2 diabetes and obesity and their complications. A summary of the existing and future conditions, including proposed use functions, is provided below:

Existing / Future Conditions:

	Existing:	Future:
Staffing:	4	10 (max)
Business Hours:	8:00 am – 4:00 pm Mon - Friday	8:00 am – 4:00 pm Mon - Friday
Research subject visits:	10-15/ week	40 / week (8 per day max)
Proposed Use:	Clinic Activities: Phlebotomy, point of care testing, collecting bio samples (urine/stool/breast milk); ultrasound, EKG)	Clinic Activities: Phlebotomy, point of care testing, collecting bio samples (urine/stool/breast milk); ultrasound, EKG, Fibro-scan). Expansion of abilities and functions to better serve adult and pediatric subjects. Lab Functions: A CLIA certified satellite laboratory to support epidemiology and clinical research. This laboratory will perform hematology, urinalysis and point of care testing on biological specimens collected from participants. The laboratory will also be maintaining a laboratory grade refrigerator, -20 °C freezer, and ultralow freezers for the biospecimen inventory storage.

C. Relationship to Surrounding Properties: Explanation of how the proposed development will benefit the community or area. Specifically address the Lomita which is the land to the immediate west where a statue of the virgin Mary is located and is recognized as an important cultural and spiritual site for the Town.

The clinic will provide much needed diagnostic medical resource to the community at no cost to the participants in the studies conducted by NIH. Also, any improvement to the commercial buildings in the town will contribute to the townspeople pride of community. The Lomita is not located near the clinic and therefore, does not interfere with this cultural icon.

D. Discussion of recent changes in the area of your request that support the application request (i.e. adoption of town plans, surrounding development, etc.)

A medical office building, constructed for the Pasqua Yaqui Tribe, is being built about a quarter mile from the clinic. The town recognizes the need for affordable medical services. The clinic will augment that operation, by being able to refer study participants for medical treatment, if needed.

E. Circulation System (on & off site, vehicular and pedestrian) – include proposed improvements or dedications.

The site, including walkways and existing parking lot, will be improved to assure compliance with accessibility codes and standards (vehicular and pedestrian).

F. Development Schedule (including a description of any project phasing).

General schedule:

Phase 1: Design	September 2023 through August 2024
Phase 2: Construction	November 2024 through September 2025

G. Identification of nearby Community Facilities and Services (school districts; parks; Town property and buildings; nearby amenities, etc.)

Guadalupe Fire Department, one block from the clinic, was organized by the church on land donated to the town.

Frank Elementary School, two blocks from the clinic, was rebuilt recently.

The two churches, Yaqui Temple and Catholic Church, are one block west of the clinic.

Biehn Park is directly east of the clinic, on land donated by the church to the town.

H. Public Utilities and Services (refuse, sewer, water, police, fire, electric, other dry utilities, etc.)

- a. Existing buildings will utilize existing connections to public sanitary sewer and water.

DKT 10926750

294330

D E E D

THIS INDENTURE made as of the 30 day of August, 1974,
by and between THE PRESBYTERY OF PHOENIX, an Arizona corporation, party of
the first part, and THE PRESBYTERY OF THE GRAND CANYON, an Arizona corporation,
party of the second part.

WITNESSETH, that the party of the first part, in consideration of
one dollar (\$1.00) lawful money of the United States of America and other
valuable considerations paid by the party of the second part does hereby
quit claim and release unto the party of the second part, its successors and
assigns forever, all those certain tracts or parcels of land together with
the appurtenances, and all estate and rights of the party of the first part
in and to the same, situated in the County of Maricopa, State of Arizona,

TO WIT:

PARCEL NO. 1. DESERT HILLS UNITED PRESBYTERIAN CHURCH, CAREFREE, ARIZONA
The South 500 feet of that part of the Southeast Quarter
(SE4) of Section Three (3), Township Five (5) North,
Range Four (4) east of the Gila and Salt River Base and
Meridian, lying east of Center line of Scottsdale Road
as set forth in Book 13 of Maps, page 18, Records of
Maricopa County, Arizona.

PARCEL NO. 2. FIRST UNITED PRESBYTERIAN CHURCH, CHANDLER, ARIZONA
Lot Four (4) Halet Homes in the Town of Chandler, a
sub-division of part of Block "B" of Chandler, being
part of the Northeast quarter of the Southeast quarter
of Section Twenty Eight (28) Township One (1) South,
Range Five (5) East, of the Gila and Salt River Base
and Meridian, Maricopa County, Arizona according to the
plat of record in the office of the County Recorder of
Maricopa County, Arizona in Book 46 of Maps, page 34.

Reserving all oil, gas, etc. as set forth in deed from
United States of America to George D. Hoy, et al,
recorded November 2, 1945 in Book 460 of Deeds, page 257.

PARCEL NO. 3 FIRST UNITED PRESBYTERIAN CHURCH MANSE, CHANDLER, ARIZONA
Lot 16 in Block One (1) in Westwood Manor, according to
the plat thereof of record in the Office of the County
Recorder of the County of Maricopa, Arizona in Book 52
of Maps at page 13 thereof.

SUCH PROPERTY BEING SUBJECT TO:

- (1) Regulations and restrictions imposed by any planning authority.
- (2) The provisions of that certain Water Right recorded on September 8, 1917 in Book 8 of Water Right Application at page 87 thereof, records of Maricopa County, Arizona; made for the purpose of obtaining a water right under the Reclamation Laws of the United States of America, for all that portion of the within described property set forth in said application.
- (3) Liabilities and obligations incident to the inclusion of the within described property in the Drainage District No. 1.

DKT 10926PG0751

- (4) Restrictions as set forth in instrument of record, executed by P. G. Chitwood and Patricia Chitwood, dated February 5, 1952, recorded February 6, 1952 in Docket 871 at Page 503 thereof, records of Maricopa County, Arizona.
- (5) FHA Mortgage to the Valley National Bank, now of record.

- PARCEL NO. 4. CHURCH OF THE MASTER UNITED PRESBYTERIAN CHURCH, MESA, ARIZONA
The North 834.13' of the West 470' of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of section 24, Township 1 North, Range 6 East of the G&SRB&M, Maricopa County, Arizona. Also, the parcel adjacent to the south, which is legally described as the South 370.72' of the North 834.13' of the West 470' of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 24, TIN, R6E of the G&SRB&M, Maricopa County, Arizona.
EXCEPT the West 30', the North 55', and the East 30' for roads.
- PARCEL NO. 5. FIRST UNITED PRESBYTERIAN CHURCH, MESA, ARIZONA
South Half of the South Half of the West Half of the Northwest quarter of the Northwest quarter of Section Twenty Three (23) Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian Maricopa County, Arizona.
- PARCEL NO. 6. SKYWAY VILLAGE, MESA, ARIZONA
Tract "B" Skyway Village, Unit Two (2), according to the plat of record in the office of the County Recorder of Maricopa County, Arizona in Book 99 of Maps, Page 26.
- PARCEL NO. 7. FIRST UNITED PRESBYTERIAN CHURCH, PEORIA, ARIZONA
Lot Nine (9) and the North 37 $\frac{1}{2}$ feet of Lot Eight (8) Mendenhall Manor in the Town of Peoria according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, Book 49 of Maps, Page 42.
- PARCEL NO. 8. BETANIA UNITED PRESEBYTERIAN CHURCH, PHOENIX, ARIZONA
Lot One (1), Three (3), and Five (5) on Block Two (2) in Hampton Place according to the plat thereof of record in the office of the County Recorder of Maricopa County, Arizona, in Book of Maps 37 thereof.
- PARCEL NO. 9. BETHANY UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
Beginning at the Northeast corner of Section 3, Township 2 North, Range 2 East of the Gila and Salt River Base and Meridian; thence South along the East line of said Section 3 a distance of 586.44 feet to the true point of beginning; thence continue South along said section line 680.46 feet; thence South 89 degrees 26 minutes 15 seconds West 98 feet; thence South 32.44 feet; thence South 89 degrees 26 minutes 15 seconds West, a distance of 228 feet; thence North 715.10 feet; thence East 326.00 feet to the true point of beginning.
EXCEPT beginning at a point of 40 feet West and 1244 feet South of the Northeast corner of said section 3; thence South 23 feet; thence West 58 feet; thence North 23 feet; thence East 58 feet to the point of beginning.
- PARCEL NO. 10. CAMELBACK UNITED PRESEBYTERIAN CHURCH, SCOTTSDALE, ARIZONA
That portion of the Southwest quarter of Section Twelve (12), Township Two (2) North, Range Three (3) East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, being a strip of land adjoining the present Presbyterian Church property, as follows:

DKT 109260752

Beginning at the Northeast corner of said Southwest Quarter, as appears in plat of Stanford Hills Plat Two (2), in Book 76 of Maps, Page 41, in the office of the County Recorder of Maricopa County, Arizona; thence Westerly along the North line of said Southwest quarter a distance of 591.50 feet, this being the true point of beginning; thence South parallel to the East line of said Southwest quarter a distance of 501.50 feet, thence South 89 degrees 45 minutes 22 seconds East 243.26 feet to a point on the West line of lot 11, Stanford Hills Plat Two, aforesaid; thence North 5 degrees 24 minutes 33 seconds west along the West line of lot 11 and lot 12 Stanford Hills Plat Two a distance of 140.68 feet to the Northwest corner of lot 12 Stanford Hills Plat Two; thence North, parallel to the East line of said Southwest quarter, a distance of 361.50 feet West of the Northeast corner of said Southwest quarter, thence Westerly along the North line of said Southwest quarter a distance of 230 feet to the true point of beginning.

SUBJECT TO: Right of way for road over the North 65 feet of the premises.

PARCEL NO. 11. CENTRAL UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
All that piece or parcel of land located in the County of Maricopa, State of Arizona, more particularly described as follows:

Lot number Eight (8) in PARK TERRACE addition, a subdivision of a part of the Northwest Quarter of the Northeast Quarter of Section Twenty-nine (29) in Township Two (2) North of Range Three (3) East of the Gila and Salt River Base and Meridian, according to the map or plat of said addition now on file and of record in the office of the County Recorder of Maricopa County, Arizona.

Lot number Seven (7) in PARK TERRACE addition, a subdivision of a part of the Northwest Quarter of the Northeast Quarter of Section Twenty-nine (29) in Township Two (2) North of Range Three (3) East of the Gila and Salt River Base and Meridian, according to the map or plat of said addition now on file and of record in the office of the County Recorder of Maricopa County, Arizona.

PARCEL NO. 12. CHRIST UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
Part of the Southwest quarter of Section Nineteen (19), Township Two (2) North, Range Two (2) East of the Gila and Salt River Base and Meridian, described as follows:

COMMENCING at the Southwest corner of Section 19; thence East 1317.30 feet along the South line of Section 19, to a point which is the intersection of the South Line of Section 19 and North right of way line of the Grand Canal and which point is the true point of beginning; thence East 230.32 feet along the South line of Section 19; thence North 515.00 feet; thence West 774.44 feet to the North right of way line of the Grand Canal; thence South 39 degrees 47 minutes 27 seconds East, 189.20 feet; thence South 49 degrees 58 minutes 42 seconds East 350.80 feet; thence South 46 degrees 59 minutes 18 seconds East, 211.14 feet to the true point of beginning.

DKT 10926 0753

- PARCEL NO. 13. CHRIST UNITED PRESBYTERIAN CHURCH MANSE, PHOENIX, ARIZONA
Lot Ten Thousand Seven Hundred Thirty-one (10731)
Maryvale Terrace No. 27 according to the plat of record
in the office of the County Recorder of Maricopa County,
Arizona, in Book 91 of Maps, Page 16.
- PARCEL NO. 14. COVENANT UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
Lots 115, 116, Lots 117 of South Country Club Manor as
per map recorded in Book 32, Page 18 of Maps in Office
of the County Recorder, Maricopa County, Arizona.
- PARCEL NO. 15. COVENANT UNITED PRESBYTERIAN CHURCH MANSE AND PARKING LOT,
PHOENIX, ARIZONA
Lots 85 and 118 of South Country Club Manor as per map
recorded in Book 32, Page 18 of Maps in the Office of the
County Recorder, Maricopa County, Arizona.
- PARCEL NO. 16. COVENANT UNITED PRESBYTERIAN CHURCH CUSTODIAN HOUSE,
PHOENIX, ARIZONA
Lot One Hundred Nineteen (119), South Country Club Manor
according to Plat of Record in the Office of the County
Recorder, Maricopa County, Arizona, in Book 32 of Maps,
Page 18.
- PARCEL NO. 17. EMMANUEL UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
The North 354 feet of the East one-third of Lot Three (3),
of Paradise Foothills, per map recorded in Book 48, Page 41
of Maps, in the office of the County Recorder of said
County.

SUBJECT TO: Any charge upon said land by reason of its
inclusion in Verde River Irrigation and Power District;
Rights of way for roads, canals, laterals and ditches;
An easement in instrument recorded in Docket 631, Page
109, and Docket 941, Page 369; an easement in instruments
recorded in Docket 1463, Page 88, and in Docket 1543,
Page 167, and as shown on map recorded in Book 9, Page
97 of Road Maps.

- PARCEL NO. 18. EMMANUEL UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
The East one-half of Lot Three (3), of Paradise Foothills,
per map recorded in Book 48, Page 41 of Maps, in the
office of the County Recorder of said County;
EXCEPT the North 354 feet.

SUBJECT TO: Any charge upon said land by reason of its
inclusion in Verde River Irrigation and Power District;
Rights of way for roads, canals, laterals and ditches.

- PARCEL NO. 19. EMMANUEL UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
That certain real property situate in the County of
Maricopa, State of Arizona, described as follows:

The North 354 feet of Lot Three (3), of Paradise Foothills,
per map recorded in Book 48, Page 41 of Maps, in the office
of the County Recorder of said County;
EXCEPT the West 200 feet thereof and the East one-third
thereof.

SUBJECT TO: Any charge upon said land by reason of its
inclusion in Verde River Irrigation and Power District;
Rights of way for roads, canals, laterals and ditches;
An easement in instrument recorded in Docket 631, Page 109,
and Docket 941, Page 369; An easement in instrument recorded
in Docket 1543, Page 167 and as shown on the map recorded in
Book 9, Page 97 of Road Maps.

DKT 10926754

PARCEL NO. 20. MEMORIAL UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
 A triangular piece of land described as follows:
 Beginning at a point 40 feet South of a point on the North line of Lot 1, Section 31, T. 2N, R. 4E, Gila and Salt River Base and Meridian, from which the Northwest corner of said Lot 1 bears North 88 degrees, 25 minutes West 1037.0 feet, thence South 294.80 feet to a point on the South line of the North half of the North half of said Lot 1, from which the Southwest corner of said North half of the North half of Lot 1 bears North 88 degrees 34 minutes West 1037.0 feet, thence North 88 degrees 34 minutes West 8.15 feet, thence North 1 degree 35 minutes East 294.71 feet to point of beginning.

PARCEL NO. 21. MEMORIAL UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
 A parcel of land partly in the Northeast Quarter of the Northwest Quarter and partly in Lot 1, Section 31, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian described as follows, the courses given being based on an assumed bearing of South 88 degrees 25 minutes East of the North line of Lot 1 of said Section 31, to-wit:

Beginning at the Northeast corner of said Lot 1 (identical with the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 31); thence South 88 degrees 25 minutes East along the North line of said Northeast Quarter of the Northwest Quarter, 14.40 feet; thence South 334.15 feet to a point on the South line of the North Half of the North Half of the Northeast Quarter of the Northwest Quarter of Section 31; thence North 88 degrees 34 minutes West along the South line of the North Half of the North Half of the Northeast Quarter of the Northwest Quarter of Section 31, 14.90 feet to the Southwest corner of the North Half of the North Half of the Northeast Quarter of the Northwest Quarter of Section 31 (identical with the Southeast corner of the North Half of the North Half of said Lot 1) from which the Northeast corner of said Lot 1 bears North 0 degrees 4 minutes East 334.19 feet; thence North 88 degrees 34 minutes West along the South line of the North Half of the North Half of said Lot 1 215.82 feet to a point from which the Southwest corner of the North Half of the North Half of said Lot 1 bears North 88 degrees 34 minutes West 1037.0 feet; thence North parallel with the West line of said Lot 1 334.80 feet to a point on the North line of said Lot 1 from which the Northwest corner of said Lot 1 bears North 88 degrees 25 minutes West 1037.0 feet; thence South 88 degrees 25 minutes East along the North line of said Lot 1 216.55 feet to the point of beginning.

SUBJECT TO: Right of way for Thomas Road over the North 33.0 feet thereof and an alleyway over the South 12.0 feet thereof.

PARCEL NO. 22. MEMORIAL UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
 MANSE #1: Lot Seventy-two (72), CAMELBACK DEL ESTE, in the City of Phoenix, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 70 of Maps, page 29.

DKT 1092660755

SUBJECT TO: Easement for irrigation over the North 4 feet of said premises, as shown on plat recorded in Book 70 of Maps, page 29; Restrictions recorded March 1, 1957 in Docket 2116, page 69; Reservations contained in Patent recorded August 21, 1891 in Book 26 of Deeds, page 490.

PARCEL NO. 23. MEMORIAL UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
MANSE #2: Lot Seven (7), OLIVE GROVE, in the City of Phoenix according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 81 of Maps, page 31.

PARCEL NO. 24. MEMORIAL UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
PARKING LOT: That part of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section Thirty-one(31), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, lying within the corporate limits of the City of Phoenix, described as follows: reference being made to the plat of Rancho Ventura, Tract No. 7, of record in Book 48 of Maps, page 4, and to the plat of Rancho Ventura Tract No.14, of record in Book 52 of Maps, page 50, records of Maricopa County, Arizona, to-wit:

Beginning at the Southeast corner of the West 32.2 feet of the West half of the East half of the Northwest quarter of the Northeast quarter of the Northwest quarter of said Section 31; thence North 88 degrees 28 minutes 30 seconds West (assumed bearing) along the South line of the Northwest quarter of the Northeast quarter of the Northwest quarter of said Section 31, identical with the North line of Rancho Ventura Tract No. 7 aforesaid, 336.28 feet to the East line of 42nd Street, according to the plat of Rancho Ventura Tract No. 14, aforesaid; thence North 0 degrees 16 minutes 30 seconds East along the East line of said 42nd Street 0.65 feet; thence along a curve to the right, tangent to said last mentioned line and continuing along the East line of 42nd Street, said curve having a radius of 498.99 feet, a distance of 79.0 feet; thence along a curve to the left tangent to said last mentioned curve and continuing along the East line of 42nd Street, said curve having a radius of 554.31 feet, a distance of 48.53 feet; thence South 88 degrees 28 minutes 30 seconds East along a line which is 128.0 feet North from and parallel with the South line of the Northwest quarter of the Northeast quarter of the Northwest quarter of said Section 31 a distance of 323.10 feet to a point on the East line of the West 32.2 feet of the West half of the East half of the Northwest quarter of the Northeast quarter of the Northwest quarter of said Section 31; thence South 0 degrees 17 minutes 30 seconds West along the East line of the West 32.2 feet of the West half of the East half of the Northwest quarter of the Northeast quarter of the Northwest quarter of said Section 31 a distance of 128.00 feet to the point of beginning.

PARCEL NO. 25. MORNINGSIDE UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
The West half of the West half of the South half of the Southeast quarter of the Northeast quarter of Section 15, Township 2 North, Range 3 East of the Gila and Salt River Base and Meridian.

DKT 10926P60756

- PARCEL NO. 26. MORNINGSIDE UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
The West 16.5 feet of the East half of the West half of the South half of the Southwest quarter of the Northeast quarter of Section 15, Township 2 North, Range 3 East of the Gila and Salt River Base and Meridian.
- PARCEL NO. 27. NORTHMINSTER UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
The South 348.50 feet of the West 500.00 feet of the Northwest quarter of Section 14, Township 3 North, Range 2 East of the Gila and Salt River Base and Meridian.
- PARCEL NO. 28. ORANGEWOOD UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
The South 311.15 feet of the West 280.0 feet of the North half of the Northeast quarter of the Southwest quarter of Section Four (4), Township Two (2) North, Range Three (3) East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, EXCEPT the South 194.47 feet thereof.
- PARCEL NO. 29. ORANGEWOOD UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
The South 194.47 feet of the west 280.0 feet of the North half of the Northeast quarter of the Southwest quarter of Section Four (4), Township Two (2) North, Range Three (3) East of the Gila and Salt River Base and Meridian.
- SUBJECT TO: Roadway over the West 30 feet of the South 183 feet of the within property, as conveyed to the County of Maricopa by instrument recorded in Docket 1250, page 73; records of Maricopa County, Arizona; and Rights of way for canals, laterals and ditches.
- PARCEL NO. 30. ORANGEWOOD UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
The North 38.89 feet of the South 350.04 feet of the West 280 feet of the North half of the Northeast quarter of the Southwest quarter of Section Four (4) Township Two (2) North, Range Three (3) East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, subject to a road over the West 30 feet thereof.
- PARCEL NO. 31. ORANGEWOOD UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
The North 116.68 feet of the South 466.72 feet of the West 280 feet of the North half of the Northeast quarter of the Southwest quarter of Section Four (4) Township Two (2) North, Range Three (3) East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, subject to a road over the West 30 feet thereof.
- PARCEL NO. 32. ORANGEWOOD UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
The North 10 feet of the South 476.72 feet of the West 373.33 feet of the North half of the Northeast quarter of the Southwest quarter of Section Four (4), Township Two (2) North, Range Three (3) East of the Gila and Salt River Base and Meridian.
TOGETHER WITH a 4 foot wide easement for an irrigation line, 2 feet wide on each side of the following described centerline:
COMMENCING for a tie at the Northwest corner of the Northeast quarter of the Southwest quarter of Section Four (4), Township 2 North, Range 3 East of the Gila and Salt River Base and Meridian; thence South along the West line of the Northeast quarter of the Southwest quarter of said Section 4, 192.18 feet; thence South 89 degrees 04 minutes East along the Westerly

DNT 1092660757

prolongation of the North line and along the North line itself, of the property described in Docket 2612, page 166, Maricopa County records, 361.83 feet, from whence the Northeast corner of said property lies South 89 degrees 04 minutes East, 11.50 feet; thence North 10 feet to the point of beginning of the easement centerline; thence North 155.00 feet to the end of the easement.

SUBJECT TO: Easement for telephone and telegraph poles and aerial cable, granted by instrument recorded in Docket 1049, Page 231, records of Maricopa County, Arizona; Rights of way for canals, laterals and ditches.

- PARCEL NO. 33. ORANGEWOOD UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
The North 80 feet of the South 466.72 feet of the East 125 feet of the West 155 feet of the North half of the Northeast quarter of the Southwest quarter of Section Four (4), Township Two (2) North, Range Three (3) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
- PARCEL NO. 34. ORANGEWOOD UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
The South 466.72 feet of the West 373.33 feet of the North half of the Northeast quarter of the Southwest quarter of Section Four (4), Township Two (2) North, Range Three (3) East of the Gila and Salt River Base and Meridian:
EXCEPT the West 280 feet thereof.
- SUBJECT TO: Easement for telephone and telegraph poles and aerial cable, granted by instrument recorded in Docket 1049, page 231, records of Maricopa County, Arizona; and Rights of way for canals, laterals and ditches.
- PARCEL NO. 35. PARADISE VALLEY UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
Lot Fifty-five (55) Northern Hills (amended) according to plat record in the office of the County Recorder of Maricopa County, Arizona in Book 61 of Maps, Page 17.
- PARCEL NO. 36. PARADISE VALLEY UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
Lot Thirteen (13) of Kay Acres as per map recorded in Book 33, page 28 of Maps in the office of the County Recorder of said County, Maricopa County, Arizona.
- PARCEL NO. 37. SOUTHMINSTER UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
The West 175 feet of that part of the Northeast quarter of the Northwest quarter of Section Twenty-seven (27), Township One (1) North, Range Three (3) East of the Gila and Salt River Base and Meridian, described as follows:

BEGINNING at a stone at the Northeast corner of the Northwest quarter of said Section; running thence South along the half Section line 1292 feet to a stone in the bottom of a ditch running North and South; thence West 531.5 feet to a stone at the Southwest corner of the tract identical with the Southeast corner of the Frantzen Tract; thence North 1288 feet to a stone at the Northwest corner of the tract, being identical with the Northeast corner of the Frantzen Tract; thence East 331.5 feet along the center of the main road to the point of beginning.

DKT 10926PG0758

PARCEL NO. 38. SOUTHMINSTER UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
That part of the Northwest quarter of Section Twenty-seven (27), Township One (1) North, Range Three (3) East of the Gila and Salt River Base and Meridian, described as follows:

BEGINNING at a point on the North line of the Northwest quarter of said Section 27 which bears West (assumed bearing) 531.50 feet from the Northeast corner thereof and running thence South 2 degrees 35 minutes West, along the East line of Carlotta Place No. 2, as shown by the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 40 of Maps, page 1, and the Northerly prolongation thereof, a distance of 1289.06 feet to the Southeast corner thereof; thence South 89 degrees 38 minutes East a distance of 26.57 feet to the West line of premises conveyed to The Presbytery of Phoenix, an Arizona corporation, by Deed recorded June 1, 1954, in Docket 1361, page 514; thence Northerly along said Presbytery premises, 1288 feet, more or less, to the point of beginning.

PARCEL NO. 39. WESTMINSTER UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
The West half of Lots Seventeen (17), Eighteen (18), and all of Lots Nineteen (19) and Twenty (20), Elm Acres, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, Book 27 of Maps, page 2.

PARCEL NO. 40. WESTMINSTER UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
The South 114 feet of the East 60 feet of Lot Eighteen (18), Elm Acres as per map recorded in Book 27, Page 2 of Maps in the office of the County Recorder of said County.

PARCEL NO. 41. WESTMINSTER UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
The East half of Lots Seventeen (17) and Eighteen (18) and all of Lot Sixteen (16), Elm Acres, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, Book 27 of Maps, page 2. EXCEPT the South 114 feet of the East half of said Lot Eighteen (18).

PARCEL NO. 42. WESTMINSTER UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
Lot Fourteen (14), of Elm Acres as per map in Book 27 page 2 in the office of the County Recorder of Maricopa County, Arizona.

PARCEL NO. 43. WESTMINSTER UNITED PRESBYTERIAN CHURCH, PHOENIX, ARIZONA
MANSE: Lot 91 of Melrose Estates as per map in Book 62 of Maps, page 47 in the office of the County Recorder of Maricopa County, Arizona.

PARCEL NO. 44. SCOTTSDALE UNITED PRESBYTERIAN CHURCH, SCOTTSDALE, ARIZONA
Tract "A" Scottsdale Estate Six, according to the plat of record in the office of the Maricopa County Recorder in Book of Maps 75, page 47.

PARCEL NO. 45. FAITH UNITED PRESBYTERIAN CHURCH, SUN CITY, ARIZONA
Tract "b" of Sun City Unit Twenty-three A, as shown on the plat of Sun City Unit Twenty-three A on file and of record in the office of the County Recorder of Maricopa County, Arizona, in Book 127 of Maps at Page 44 thereof, together with that part of the NW $\frac{1}{4}$ of Section 5, T. 3N., R. 1E., C. & S. R. B. & M. Maricopa County, Arizona, described as follows:

DKT 10926/0759

Commencing at the SW corner of said NW $\frac{1}{4}$; thence N. 89 degrees 56 minutes 10 seconds E., along the south line thereof, for a distance of 112.57 ft. to the NW corner of said Tract D and the True Point of Beginning; thence N. 68 degrees 49 minutes 07 seconds E. for a distance of 500.00 feet to a point on a curve in the west right-of-way line of Del Webb Blvd. from which the radius point thereof bears S. 68 degrees 49 minutes 07 seconds W. a distance of 3,142.66 feet; thence southerly along said right-of-way line through a central angle of 03 degrees 28 minutes 55 seconds for a distance of 190.99 feet to the NE corner of said Tract D; thence S. 89 degrees 56 minutes 10 seconds W., along the north line of said Tract D, for a distance of 529.78 feet to the True Point of Beginning.

Excepting and Reserving: That part of Tract D, Sun City Unit Twenty-three A, Book 127, Page 44, Maricopa County, Arizona, records described as follows: Beginning at the southwest corner of said Tract D, Sun City Unit Twenty-three A run thence N. 80 degrees 36 minutes 02 seconds E. along the south line of said Tract D a distance of 500.00 feet to the southeast corner of said Tract D; thence northerly along the east line of said Tract D along the arc of a 3,142.66 ft. radius curve that is concave westerly through a central angle of 03 degrees 31 minutes 32 seconds a distance of 193.38 feet; thence S. 77 degrees 04 minutes 30 seconds W. a distance of 500.00 ft. to a point on the west line of said Tract D; thence southerly along the west line of said Tract D along the arc of a 2,642.66 ft. radius curve that is concave westerly through a central angle of 03 degrees 31 minutes 32 seconds a distance of 162.62 ft. to the point of beginning. The above described parcel contains 2.043 acres.

This conveyance is made upon the express condition and covenant, which is hereby declared to run with and bind the land hereby conveyed as provided in Warranty Deed 195468 from Del E. Webb Development Co. to the Presbytery of Phoenix as recorded in Docket 8376, Page 200 of the Records of Maricopa County, Arizona, that the herein conveyed property shall be used for church purposes only for a period of twenty (20) years following the date of recording hereof. This restriction shall be enforceable by Del E. Webb Development Co., or by the Grantor herein, or by the then owner of any lot or parcel of land adjoining the property herein conveyed, by means of an injunction against any other use. Grantor reserves for a period of twenty (20) years following the recording hereof the right of prior approval as to the site, exterior design of any structures, signs and improvements, and of any expansion, modification, or replacement thereto or thereof, in order to preserve the orderly development and beauty of Sun City. This right may be enforced by Grantor or its successors by injunctive procedures. Grantor's approval shall not be unreasonably withheld.

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

PARCEL NO. 46. FAITH UNITED PRESBYTERIAN CHURCH, SUN CITY, ARIZONA
That part of the NW $\frac{1}{4}$ Section 5, T3N, R1E, C&SR B&M
Maricopa County, Arizona described as follows:

DKT 10926/60760

Commencing at the southwest corner of said NW $\frac{1}{4}$ Section 5 run thence N. 89 degrees 56 minutes 10 seconds E. along the south line thereof a distance of 112.57 feet to the northwest corner of Tract D, Sun City Unit Twenty-three A as recorded in Book 127 at Page 44 in the Office of the Maricopa County Arizona Recorder and the True Point of Beginning; thence N. 68 degrees 49 minutes 07 seconds E. a distance of 500.00 ft. to a point on a curve on the westerly right-of-way line of Del Webb Blvd. from which the radius point thereof bears S. 68 degrees 49 minutes 07 seconds W. a distance of 3,142.66 ft.; thence northerly along said westerly right-of-way line along the arc of a 3,142.66 ft. radius curve through a central angle of 03 degrees 44 minutes 36 seconds a distance of 205.32 ft. to a point of compound curvature; thence northerly and westerly along the arc of a 15.00 ft. radius curve concave south-westerly through a central angle of 86 degrees 41 minutes 19 seconds a distance of 22.69 ft. to a point of compound curvature at the junction of the westerly right-of-way line of Del Webb Blvd. with the southerly right-of-way line of future street to be opened and dedicated by grantor herein; thence westerly along the southerly right-of-way line of said future street, and the arc of a 637.62 ft. radius curve that is concave southerly, through a central angle of 18 degrees 27 minutes 18 seconds a distance of 205.38 ft. to a point of reverse curvature; thence continuing westerly along the southerly right-of-way line of said future street and along the arc of a 655.00 ft. radius curve that is concave northerly through a central angle of 23 degrees 28 minutes 37 seconds a distance of 268.39 ft.; thence S. 16 degrees 35 minutes 28 seconds E. a distance of 152.21 ft. to the True Point of Beginning. The above described parcel contains 2.044 acres.

This conveyance is made upon the express condition and covenant, which is hereby declared to run with and bind the land hereby conveyed, as provided in Warranty Deed 174552 from Del E. Webb Development Co. to the Presbytery of Phoenix as recorded in Docket 8873, Page 509 of the Records of Maricopa County, Arizona, that the herein conveyed property shall be used for church purposes only for a period of twenty (20) years following the date of recording hereof. This restriction shall be enforceable by Del E. Webb Development Co., or by the Grantor herein, or by the then owner of any lot or parcel of land adjoining the property herein conveyed, by means of an injunction against any other use. Grantor reserves for a period of twenty (20) years following the recording hereof the right of prior approval as to the site, exterior design of any structures, signs and improvements, and of any expansion, modification, or replacement thereto or thereof, in order to preserve the orderly development and beauty of Sun City. This right may be enforced by Grantor or its successors by injunctive procedures. Grantor's approval shall not be unreasonably withheld.

PARCEL NO. 67. FIRST UNITED PRESBYTERIAN CHURCH OF SUN CITY, SUN CITY, ARIZONA. The West 363 feet of the South 599.29 feet of the southeast quarter of Section 17, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian; except the South 233 feet of the West 233 feet, and except the South 40 feet of the East 130 feet and except the West 40 feet of the North 366.29 feet.

DKT 10926PG0761

PARCEL NO. 48. UNIVERSITY UNITED PRESBYTERIAN CHURCH, TEMPE, ARIZONA
Tract A. Nu-Vista Unit Two, according to plat of
record in the Office of the Maricopa County Recorder
in Book 89 of Maps, page 13.
EXCEPT the west 107.26 feet thereof.

PARCEL NO. 49. UNIVERSITY UNITED PRESBYTERIAN CHURCH, TEMPE, ARIZONA
West 107.26 feet of Tract A. Nu-Vista Unit Two,
according to the plat of record in the Office of the
Maricopa County Recorder in Book 89 of Maps, page 13.

PARCEL NO. 50 GUADALUPE UNITED PRESBYTERIAN CHURCH, TEMPE, ARIZONA
That portion of the SW $\frac{1}{4}$ of Section 4, Township 1
South, Range 4 East, G. & S. R. B. & M., Maricopa
County, Arizona, lying West of the Highline Canal
more particularly described as follows:

Commencing at the W $\frac{1}{2}$ corner of Section 4, Township 1
South, Range 4 East, G. & S. R. B. & M., Maricopa
County, Arizona; thence South (assumed bearing) along
the West line of said SW $\frac{1}{4}$, Section 4 a distance of
904.70 ft. to the true point of beginning; thence
East 331.32 ft.; thence South 455.0 ft.; thence West
331.32 ft. to a point on the said West line of the
SW $\frac{1}{4}$ Section 4; thence North along the said West line of
the SW $\frac{1}{4}$ Section 4 a distance of 455.0 ft. to the true
point of beginning.

Containing 3.461 acres more or less.

TO HAVE AND TO HOLD unto the said PRESBYTERY OF GRAND
CANYON, an Arizona corporation, its successors and
assigns forever. PROVIDED ALWAYS, HOWEVER, that the
above-described property shall revert to BIEHN COLONY
TRUST, INC., an Arizona corporation, if and when it
is no longer used for church, public health, or
similar public purposes.

PARCEL NO. 51. ASU CAMPUS MINISTRY, TEMPE, ARIZONA
Lot 998 of Knoell Tempe, Unit Five (5), according to
Book 148 of Maps, page 28, and recorded in Book 150
of Maps, page 9, Records of Maricopa County, Arizona.

PARCEL NO. 52. WICKENBURG FIRST UNITED PRESBYTERIAN CHURCH, WICKENBURG,
ARIZONA
Lots 7, 8, 9 and 10 Block Ten (10) Collins Addition to
Wickenburg according to the plat of record in the Office
of the County Recorder of Maricopa County, Arizona,
Book 3 of Maps, Page 1.

PARCEL NO. 53. WICKENBURG FIRST UNITED PRESBYTERIAN CHURCH, WICKENBURG,
ARIZONA
Lots Twenty-four (24) and Twenty-five (25) Block Six (6)
Collins Addition to Wickenburg, according to the plat of
record in the Office of the County Recorder, Maricopa
County, Arizona, Book 3 of Maps, Page 1.

PARCEL NO. 54. WICKENBURG FIRST UNITED PRESBYTERIAN CHURCH, WICKENBURG,
ARIZONA MANSE: Lots Twenty-six (26) and Twenty-seven (27)
Block Six (6) Collins Addition to Wickenburg, according
to the plat of record in the Office of the County Recorder
of Maricopa County, Arizona, Book 3 of Maps, page 1.

TO HAVE AND TO HOLD the premises herein quit claimed and released
unto the party of the second part, its successors and assigns forever.

DKT 109260762

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed by one of its officers, duly authorized as of the date of this instrument.

THE PRESBYTERY OF PHOENIX, INCORPORATED

BY *J. William Boyd, Jr.*
(President or Vice-President)

THE PRESBYTERY OF THE GRAND CANYON, INCORPORATED

BY *Thomas E. Deagan*
(President or Vice-President)

DKT 10926-0763

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On this 30th day of August, 1974, before me, a notary public in and for said County and State, personally appeared G. William Vogel, Jr., to me personally known, who, being by duly sworn, did depose and say that he is the President (or Vice-President) of THE PRESBYTERY OF PHOENIX, the corporation named in the foregoing instrument and that he is duly authorized to execute the same.

Harold B. Vance
Notary Public



My Commission expires:
My Commission Expires Nov. 3, 1976

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On this 30th day of August, 1974, before me, a notary public in and for said County and State, personally appeared Thomas E. Duggan, to me personally known, who, being by me duly sworn, did depose and say that he is the President (or Vice-President) of THE PRESBYTERY OF THE GRAND CANYON, the corporation named in the foregoing instrument and that he is duly authorized to execute the same.

Harold B. Vance
Notary Public



My Commission expires:
My Commission Expires Nov. 3, 1976

STATE OF ARIZONA)
County of Maricopa) ss

I hereby certify that the within instrument was filed and recorded at request of

United Presbyterian Church

NOV 26 1974-10 10
in Docket 10926
on page 750-763

Witness my hand and official seal the day and year aforesaid.

Tom Feasstone
County Recorder
By R. Vance
Deputy Recorder

10 E. Roanoke Ave.
Suite 31
PHX., AZ 85004

58590 08-LSE

File C 2443

Recorded at Request of Board of Supervisors.

L E A S E

THIS INDENTURE made the 26th day of February, 1973, by and between THE PRESBYTERY OF GRAND CANYON, an Arizona Corporation (formerly The Presbytery of Phoenix) with offices at 10 East Roanoke Avenue, Phoenix, Arizona 85004, as Lessor, and MARICOPA COUNTY, with offices at 111 South Third Avenue, Room 602, Phoenix, Arizona 85003, as Lessee.

WITNESSETH, in consideration of the covenants of Lessee herein contained, Lessor hereby leases to Lessee the following described premises:

The one-story building at 8625 South 56th Street, Guadalupe, Maricopa County, Arizona, designed for use as a public health clinic, located on easterly side of 56th Street and northerly of the newly constructed Presbyterian Chapel at northeast corner of 56th and Church Streets.

Together with the rights of:

- a) use of the concrete slab adjoining the northerly side of said clinic building for stationing Lessee's mobile x-ray unit,
- b) use of the parking area adjoining the westerly side of said building,
- c) ingress and egress to and from said building and 56th Street,
- d) ingress and egress to and from said concrete slab and Church Street.

All and singular the properties and premises included in this lease are herein denoted by the term "premises".

TO HAVE AND TO HOLD the same to Lessee for the term commencing February 16, 1973 and ending February 15, 1974, for the term rental of Three Thousand Dollars (\$3,000.00) payable at the office of Lessor in monthly installments of Two Hundred Fifty Dollars (\$250.00) in advance, on the first day of each month.

LESSEE AGREES:

1. RENT - To pay the stated rent at the times and in the manner specified herein.
2. UTILITIES - To promptly pay all gas, electricity, water and other charges for utilities supplied to the premises during the lease term.
3. REPAIRS - To take good care of the building and premises, including floors and other interior surfaces, plumbing, wiring, fixtures, and appliances and not permit any misuse or neglect of the same, and promptly replace all windows and glass broken during said term with other of the same size and quality.

DU 10029 911

4. **CLEANING** - To maintain the premises in a neat and clean condition and promptly remove all trash.

5. **ALTERATIONS** - To make no alterations or additions in or to the premises without previous written consent of Lessor.

6. **INDEMNIFICATION** - To defend, save harmless and indemnify Lessor from and against all claims, actions, liability, loss and expense to others resulting from Lessee's occupancy or any activity conducted or permitted by it on the premises.

7. **INSPECTION** - To permit Lessor, its officers and authorized representatives, at all reasonable times during Lessee's active use of the premises, to enter and view the same.

8. **ASSIGNMENT, ETC.** - To neither assign nor sub-let the premises or any part thereof without the previous written consent of Lessor.

9. **YIELD UP THE PREMISES** - To peaceably yield up the premises, together with all cabinets, shelving and other attachments that may have been affixed to the building, at the expiration of the lease term or earlier termination as provided herein.

Unofficial Document

LESSOR AGREES:

1. That Lessee shall peaceably hold and enjoy the premises.
2. That Lessor shall maintain the roof, external walls, air-conditioning apparatus, water heater and septic tank, except that Lessee shall reimburse Lessor for the reasonable expense of repairs occasioned by the misuse or neglect of Lessee, its employees and others using the premises with Lessee's permission.
3. That Lessee may erect and maintain on the premises a sign the same not to be attached to the clinic building and to be removed by Lessee if and when this lease is terminated.

LESSOR AND LESSEE AGREE:

1. **ACCESS TO TOILETS AND JANITOR ROOM** - Toilets and janitor room at southwest corner of building shall remain accessible to Lessor at all times while building is not in active use by Lessee.

DU 10029 912

2. TERMINATION - Either Lessor or Lessee may terminate this lease upon the expiration of sixty days written notice by registered mail sent to the other at its address stated herein, or at such other address as may be hereafter given to the other party for purposes of this lease.

3. EXTENSION - If notice of termination shall not have been given by Lessor or Lessee by December 31, 1973, Lessee, by then giving written notice by registered mail to Lessor, may extend this lease for an additional period of one year, on the same terms, including right of termination.

4. RE-ENTRY - If Lessee shall neglect or omit to perform and observe any agreement on its part to be kept and performed for a period of ten days next following written notice by Lessor of such default, Lessor may, at any time within thirty days thereafter, and without additional notice or demand, enter into and upon the premises, repossess the same and expel the Lessee and all persons claiming under it and remove their effects without liability for trespass, and thereupon this lease shall terminate, but without prejudice to any rights or remedies, otherwise available to Lessor for arrears of rent or breach of the Lessee's covenants.

5. Except as otherwise provided herein, this agreement shall inure to the benefit of and bind the successors and assigns of the parties.

THE PRESBYTERY OF GRAND CANYON, an Arizona Corp.

By Robert W. Thompson

ATTEST:

X [Signature]
Clerk of the Board

Date: February 26, 1973

MARICOPA COUNTY BOARD OF SUPERVISORS

By X [Signature]

Chairman of the Board

STATE OF ARIZONA }
County of Maricopa } ss

I hereby certify that the within instrument was filed and recorded at request of
MARICOPA CO. BD. OF SUPERVISORS

MAR 573-8 50

in Book 10029

on page 910-912

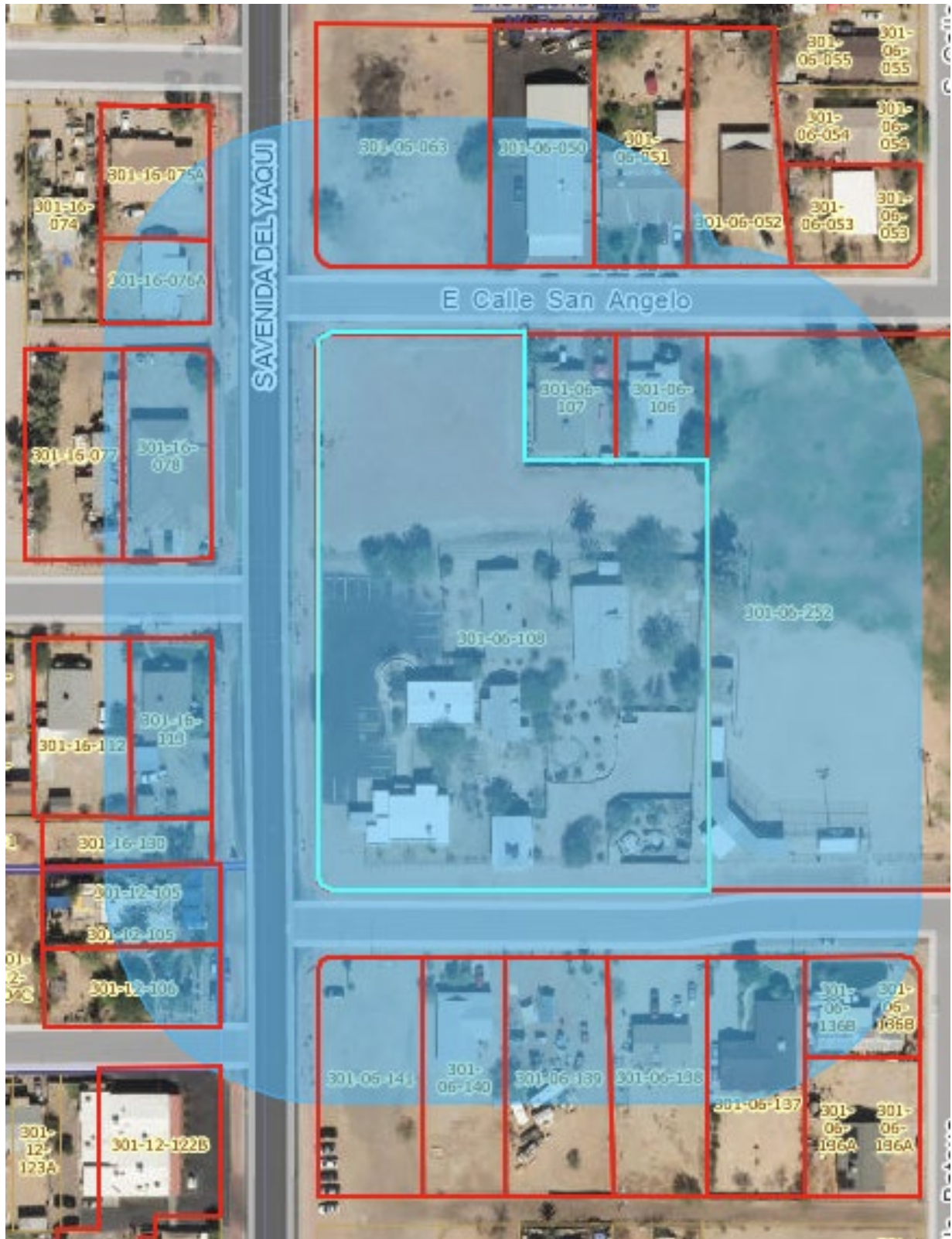
Witness my hand and official seal the day and year aforesaid.

Notary Public

[Signature]
County Recorder
Deputy Recorder

7/10

8619 S. Avenida Del Yaqui 150ft Radius



8619 S. Avenida Del Yaqui
Mailing Labels

73

Richard Ferguson
5614 E SAN ANGELO ST
GUADALUPE AZ USA 85283

Abe and Consuelo Reyes
5618 E SAN ANGELO
GUADALUPE AZ USA 85283

Lydia Soto
2921 N 8TH AVE
PHOENIX AZ USA 85013

Ramon Martinez
5628 E SAN ANGELO
GUADALUPE AZ USA 85283

Town of Guadalupe
9050 S AVENIDA DEL YAQUI
GUADALUPE AZ USA 85283

Maricruz Sanchez
5619 E CALLE SAN ANGELO
GUADALUPE AZ USA 85283

Modesta Romero
5613 E CALLE SAN ANGELO
GUADALUPE AZ USA 85283

Presbytery of Grand Canyon
4141 E THOMAS RD
PHOENIX AZ USA 85018

Herminia Cupis De La Fuente
8820 S CALLE BATOUA
GUADALUPE AZ USA 85283

Silvina Madrid
5629 E CALLE IGLESIA
GUADALUPE AZ USA 85283

Steven and Vicenta Martinez
5625 E CALLE IGLESIA
GUADALUPE AZ USA 85283

Anita Morales
5619 E CALLE IGLESIA
GUADALUPE AZ USA 85283

Octaviana Salazar
2692 N SANDSTONE WAY
FLAGSTAFF AZ USA 86004

Vicky Herrera
5609 E CALLE IGLESIA
GUADALUPE AZ USA 85283

Guadalupe Community Development
Corporation
9241 S AVENIDA DEL YAQUI
GUADALUPE AZ USA 85283

Town of Guadalupe
9050 S AVENIDA DEL YAQUI
GUADALUPE AZ USA 85283

Raminder Singh
8808 S AVENIDA DEL YAQUI
GUADALUPE AZ USA 85283

Pasqua Yaqui Tribe
7474 S CAMINO DE OESTE
TUCSON AZ USA 85757

Bedi Brothers LLC
8818 S AVENIDA DEL YAQUI
GUADALUPE AZ USA 85283

Pasqua Yaqui Tribe
7474 S CAMINO DE OESTE
TUCSON AZ USA 85757

SFRE Holdings LLC
1324 N FARRELL CT STE 109
GILBERT AZ USA 85233

Maria and Jose Gonzales
5544 E CHURCH
GUADALUPE AZ USA 85283

Felicitas and Rocha Marcela Valencia
8624 S AVENIDA DEL YAQUI
GUADALUPE AZ USA 85283

Juan and Marcimiliana Casias
5543 E CALLE IGLESIA
GUADALUPE AZ USA 85283

Anita Avitia
2121 E 6TH ST STE 7
TEMPE AZ USA 85281

RUBB AASRE Investments LLC
8802 S AVENIDA DEL YAQUI
TEMPE AZ USA 85283



Notice of Public Hearing

The Guadalupe Town Council will hold a public hearing on Thursday, April 11, 2024, at 6:00 p.m., Guadalupe Town Hall, Council Chambers, 9241 South Avenida del Yaqui, Guadalupe, AZ 85283, to receive public comment on the following:

PUBLIC HEARING: Request for a conditional use permit to operate a medical clinic (“The Project”) to conduct National Institute of Health (NIH) outpatient clinical research studies on the property located at 8619 South Avenida Del Yaqui (APN: 301-06-108). The lot is zoned R-2, two-family residential.

Conditional Use Permit Application (CU2024-02) – Brock Jensen, Affiliated Engineers Inc., applicant, is requesting a conditional use permit to operate a medical clinic (“The Project”) to conduct National Institute of Health (NIH) outpatient clinical research studies on the property located at 8619 South Avenida Del Yaqui (APN: 301-06-108). This request is in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV: LAND USAGE, CHAPTER 154: ZONING, § 154.066 TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS.

Written letters of objection or support may be submitted by adjacent landowners and potentially affected citizens to the Town Clerk via email at clerk@guadalupeaz.org or delivered to Guadalupe Town Hall prior to, or at the time of the hearing.

Town of Guadalupe
9241 South Avenida del Yaqui
Guadalupe, AZ 85283
(480) 730-3080

THE RECORD REPORTER

~SINCE 1914~

Mailing Address : 2025 N THIRD ST #155, PHOENIX, AZ 85004-1425
Telephone (602) 417-9900 / Fax (602) 417-9910
Visit us @ www.RecordReporter.com

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

RR# 3797048

COPY OF NOTICE

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

Reference #

Notice Type: MCHRG NOTICE OF HEARING

Ad Description

CU2024-02 BROCK JENSEN

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):

03/27/2024

Notice of Public Hearing The Guadalupe Town Council will hold a public hearing on Thursday, April 11, 2024, at 6:00 p.m., Guadalupe Town Hall, Council Chambers, 9241 South Avenida del Yaqui, Guadalupe, AZ 85283, to receive public comment on the following: PUBLIC HEARING: Request for a conditional use permit to operate a medical clinic ("The Project") to conduct National Institute of Health (NIH) outpatient clinical research studies on the property located at 8619 South Avenida Del Yaqui (APN: 301-06-108). The lot is zoned R-2, two-family residential. Conditional Use Permit Application (CU2024-02) - Brock Jensen, Affiliated Engineers Inc., applicant, is requesting a conditional use permit to operate a medical clinic ("The Project") to conduct National Institute of Health (NIH) outpatient clinical research studies on the property located at 8619 South Avenida Del Yaqui (APN: 301-06-108). This request is in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV: LAND USAGE, CHAPTER 154: ZONING, § 154.066 TWO-FAMILY R-2 DISTRICT AND MULTIFAMILY R-3 AND R-4 DISTRICTS. Written letters of objection or support may be submitted by adjacent landowners and potentially affected citizens to the Town Clerk via email at clerk@guadalupeaz.org or delivered to Guadalupe Town Hall prior to, or at the time of the hearing.
3/27/24

RR-3797048#

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	\$3.40
Arizona Sales Tax	\$0.02
Total	\$3.42

Your Legal Publishing



* A 0 0 0 0 0 6 7 2 1 5 2 9 *

8619 S. Avenida Del Yaqui

Public Notice on Property



NOTICE OF PUBLIC HEARING



The Guadalupe Town Council will hold a public hearing on Thursday ~~April 11~~, 2024, at 6:00 p.m., Guadalupe Town Hall Council Chambers, 9241 South Avenida del Yaqui, Guadalupe, AZ 85283, to receive public comment on the following:

PUBLIC HEARING: Request for a conditional use permit to operate a medical clinic ("The Project") to conduct National Institute of Health (NIH) outpatient clinical research studies on the property located at 8619 South Avenida Del Yaqui (APN: 301-06-108). The lot is zoned R-2, two-family residential.

Conditional Use Permit Application (CU2024-02) – Brock Jensen, Affiliated Engineers Inc., applicant, is requesting a conditional use permit to operate a medical clinic ("The Project") to conduct National Institute of Health (NIH) outpatient clinical research studies on the property located at 8619 South Avenida Del Yaqui (APN: 301-06-108). This request is in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV: LAND USAGE, CHAPTER 154: ZONING, § 154.066 TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS.

Written letters of objection or support may be submitted by adjacent landowners and potentially affected citizens to the Town Clerk via email at clerk@guadalupeaz.org or delivered to Guadalupe Town Hall prior to, or at the time of the hearing.

03/27/2024

8619 S. Avenida Del Yaqui

Public Notice on Property



NOTICE OF PUBLIC HEARING

The Guadalupe Town Council will hold a public hearing on **Thursday, April 11, 2024, at 6:00 p.m.**, Guadalupe Town Hall Council Chambers, 9241 South Avenida del Yaqui, Guadalupe, AZ 85205, to receive public comment on the following:

PUBLIC HEARING: Request for a conditional use permit to operate a medical clinic (The Project) to conduct National Institute of Health (NIH) outpatient clinical research studies on the property located at 8619 South Avenida Del Yaqui (APN: 30146-100). The lot is zoned R-2 (residential).

Conditional Use Permit Application (CUPA-402): Steve Jensen, Allied Engineers Inc., applicant, is requesting a conditional use permit to operate a medical clinic (The Project) to conduct National Institute of Health (NIH) outpatient clinical research studies on the property located at 8619 South Avenida Del Yaqui (APN: 30146-100). This request is in accordance with the Town of Guadalupe Zoning Code of Ordinance 1718.01.01 LAND USAGE, CHAPTER 154 ZONING, § 154.06 TWO-FAMILY R-2 DISTRICT AND MULTIFAMILY R-3 AND R-4 DISTRICTS.

Written letters of objection or support may be submitted by adjacent landowners and generally affected citizens to the Town Clerk via email at com@guadalupeaz.gov or delivered to Guadalupe Town Hall prior to, or at the time of, the hearing.

03/27/2024



DATE: April 5, 2024

TO: Honorable Guadalupe Town Council

THROUGH: Jeff Kulaga, Town Manager/Clerk, (480)-505-5376

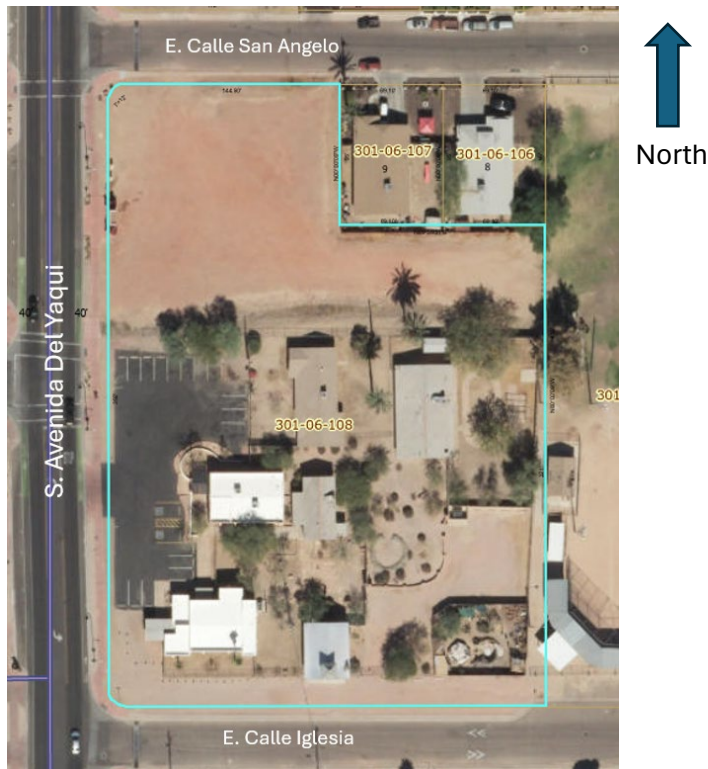
FROM: Sam Amaya, Town Planner, (480)-505-5369

SUBJECT: **Conditional Use Permit (CU2024-02) 8619 S. Avenida Del Yaqui Staff Report**

REQUEST:

Requesting a conditional use permit to operate in accordance with Town Code of Ordinance § 154.066 TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS a National Institute of Health (NIH) outpatient medical clinic and medical research studies in the areas of type 2 diabetes and obesity at 8619 S. Avenida Del Yaqui.

APPLICANT INFORMATION:



LOCATION: 8619 S. Avenida Del Yaqui

MARICOPA COUNTY PARCEL #: 301-06-108

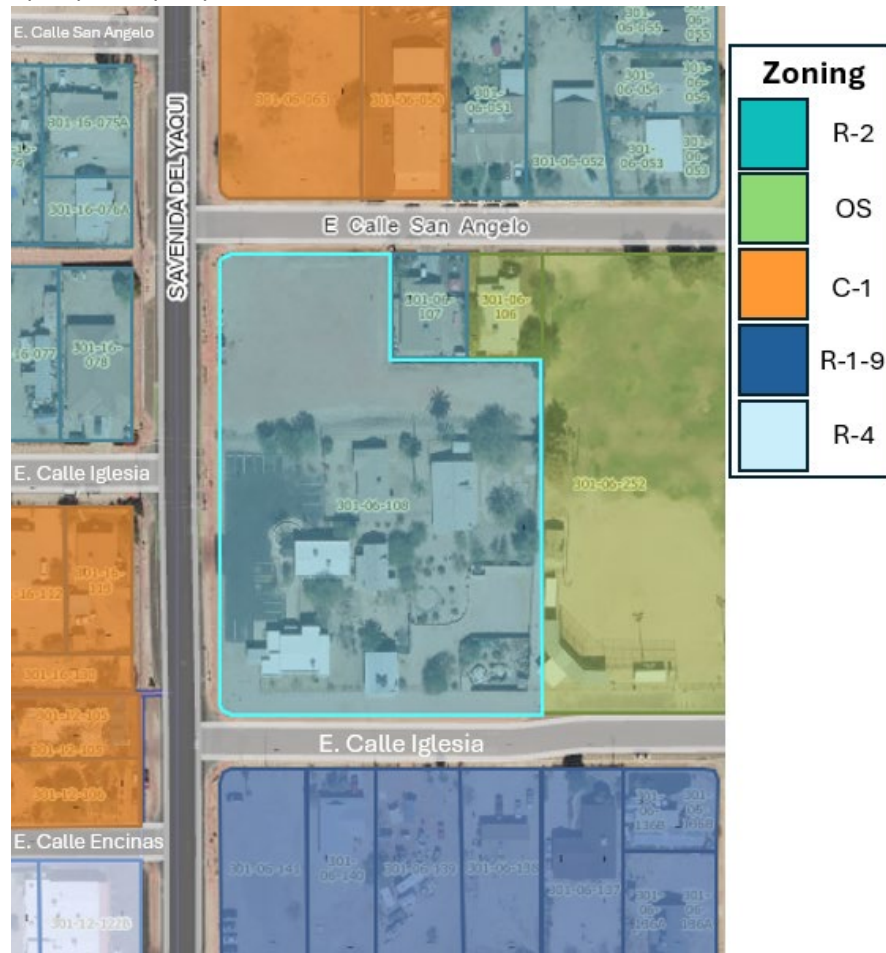
LOT SIZE: 2.5 Acres

APPLICANT(S): Brock Jensen, Affiliated Engineers, Inc.

Property Owner: Presbytery of Grand Canyon

EXISTING ZONING DESIGNATION/CURRENT LAND USE:

SITE: (R-2) / Religious Institution
NORTH: (C-1) and (R-2) / Commercial and Residential
SOUTH: (R-1-9) / Residential
EAST: (OS) / Open Space
WEST: (C-1) and (R-2) / Commercial and Residential

**Exhibit A – Surrounding Land Use and Zoning Designation****PROJECT DESCRIPTION:**

The requested conditional use permit seeks to align the existing uses as a religious institution and medical clinic and renovated medical studies and lab functions in compliance with Town Code of Ordinance § 154.066 TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS. A summary of the existing and future conditions, including proposed use functions, is provided below in **Exhibit B:**

	Existing:	Future:
Staffing:	4	10 (max)
Business Hours:	8:00 am – 4:00 pm Mon - Friday	8:00 am – 4:00 pm Mon - Friday
Research subject visits:	10-15/ week	40 / week (8 per day max)
Proposed Use:	Clinic Activities: Phlebotomy, point of care testing, collecting bio samples (urine/stool/breast milk); ultrasound, EKG	Clinic Activities: Phlebotomy, point of care testing, collecting bio samples (urine/stool/breast milk); ultrasound, EKG, Fibro-scan). Expansion of abilities and functions to better serve adult and pediatric subjects. Lab Functions: A CLIA certified satellite laboratory to support epidemiology and clinical research. This laboratory will perform hematology, urinalysis and point of care testing on biological specimens collected from participants. The laboratory will also be maintaining a laboratory grade refrigerator, -20 o C freezer, and ultralow freezers for the biospecimen inventory storage.

Exhibit B – Existing / Future Conditions:

Attached in **Exhibit C** are the submitted architectural, demolition, landscape, renovation, and elevation plans of the clinic. Illustrated below are the proposed renovations and locations of the buildings on the property in **Exhibit D**. As noted, all critical building equipment will be served by a new emergency generator that will be installed along with the renovations.

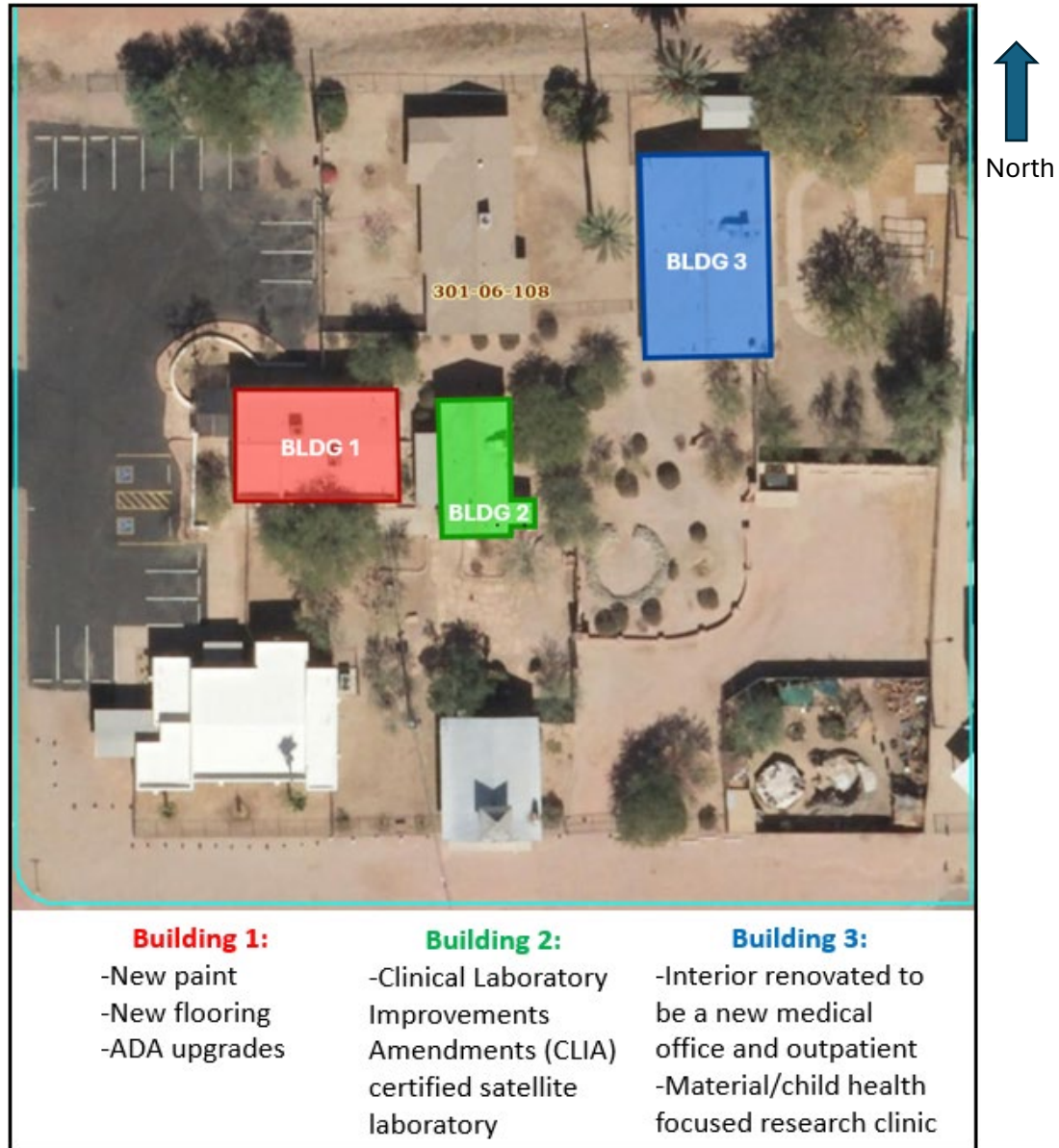


Exhibit D – Building Locations on the Property

The applicants will be following the development schedule submitted with the application.

General schedule:

Phase 1: Design September 2023 through August 2024
Phase 2: Construction November 2024 through September 2025

PUBLIC NOTIFICATION:

In accordance with the Guadalupe Code of Ordinance § 154.034 NOTIFICATION, Conditional Use Permits require 15-day public notice posted on the property, though the newspaper, and mailed to all properties within 150 feet of 8619 S. Avenida Del Yaqui.

Posted on the property: March 27, 2024

Posted through the newspaper: March 27, 2024

Mailed to all properties within 150 feet of the property: March 25, 2024

Exhibit E illustrates all the properties notified within 150 feet of 8619 S. Avenida Del Yaqui.

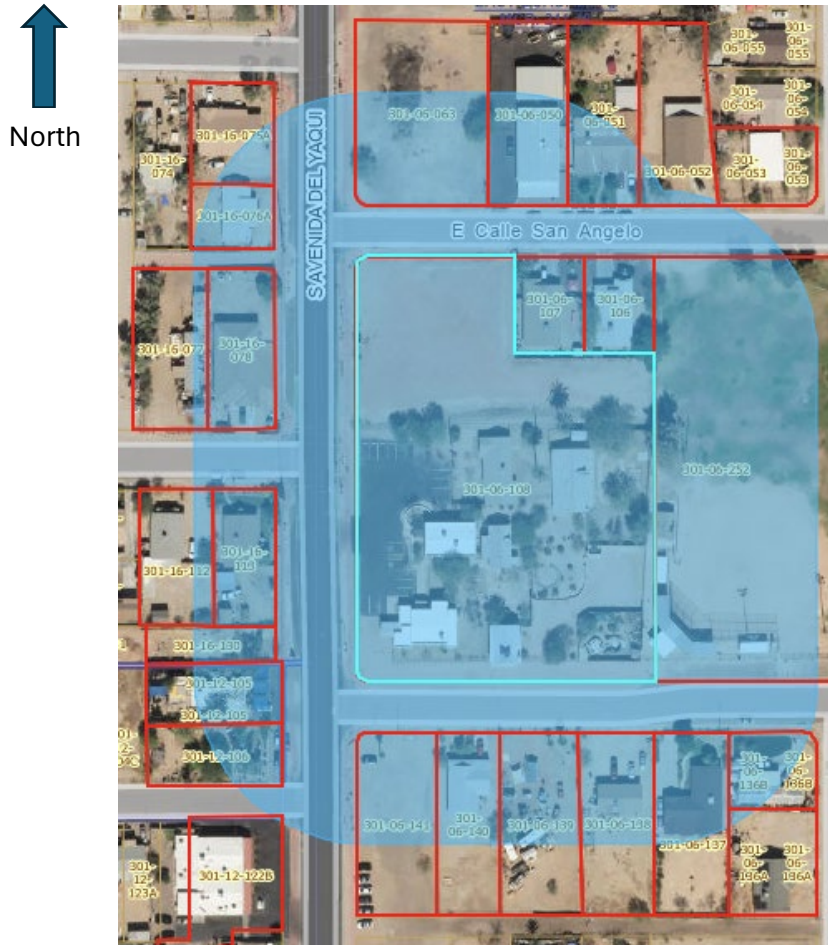


Exhibit E – 150ft Public Notice Radius

ANALYSIS:

Currently, under the Town Code of Ordinance, medical clinics require a conditional use permit to operate within R-2 zoning, as stated in § 154.066 TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS.

§ 154.066 TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS.

(A) *Intent.* The two-family and multi-family districts are intended to provide for a variety of lifestyles and residential densities. The R-2 District is intended to provide for medium density, one-family and two-family dwellings. The R-3 District is intended for medium density, multi-family dwellings. The R-4 District is intended for higher density, multi-family

(D) **Conditional uses.** The following uses shall be permitted as conditional uses, subject to obtaining a conditional use permit:

- (1) **Medical clinics**

According to the Town Code of Ordinance, conditional use permits can only be issued if granting the permit is not materially detrimental to the surrounding area, as stated in § 154.019 CONDITIONAL USE PERMITS.

§ 154.019 CONDITIONAL USE PERMITS.

(A) Conditional use permits which may be revokable, conditional, or valid for a term period, may be granted only when expressly permitted in the zoning district herein specified by this chapter and only after the Town Council has filed, in writing, that the granting of such conditional use permit will not be materially detrimental to the public health, safety, and welfare and that the characteristics of the use proposed in such conditional use permits are compatible with the types of uses permitted in the surrounding area.

The proposed new medical clinic will not be materially detrimental to the surrounding area. The clinic has been leasing space from the Presbytery Church since 1973. This lease can be found attached in **Exhibit F**. The operating hours of the clinic will not interfere with the Presbyterian Church with service being on Sunday.

The applicants have complied with all conditional use permit request requirements associated with operating a medical clinic. Should the conditional use permit get approved, the applicants will apply for a building permit from the town to begin the demolition and renovation of the buildings for the clinic.

STAFF RECOMMENDATION:

Town staff recommends approval of a conditional use permit to operate a medical clinic and medical research studies as described, in accordance with Town Code of Ordinance § 154.066 TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS a clinic at 8612 S. Avenida Del Yaqui.

STIPULATIONS OF APPROVAL

- 1) Install landscaping and hardscaping consistent with what is illustrated in **Exhibit C** during Phase 2: Construction.
- 2) Construct all improvements in compliance with the Town of Guadalupe Building Code, Town Code of Ordinance CHAPTER 150: BUILDING CODES.

STAFF CONTACT:

Sam Amaya, Town Planner, samaya@guadalupeaz.org, (480)-505-5369

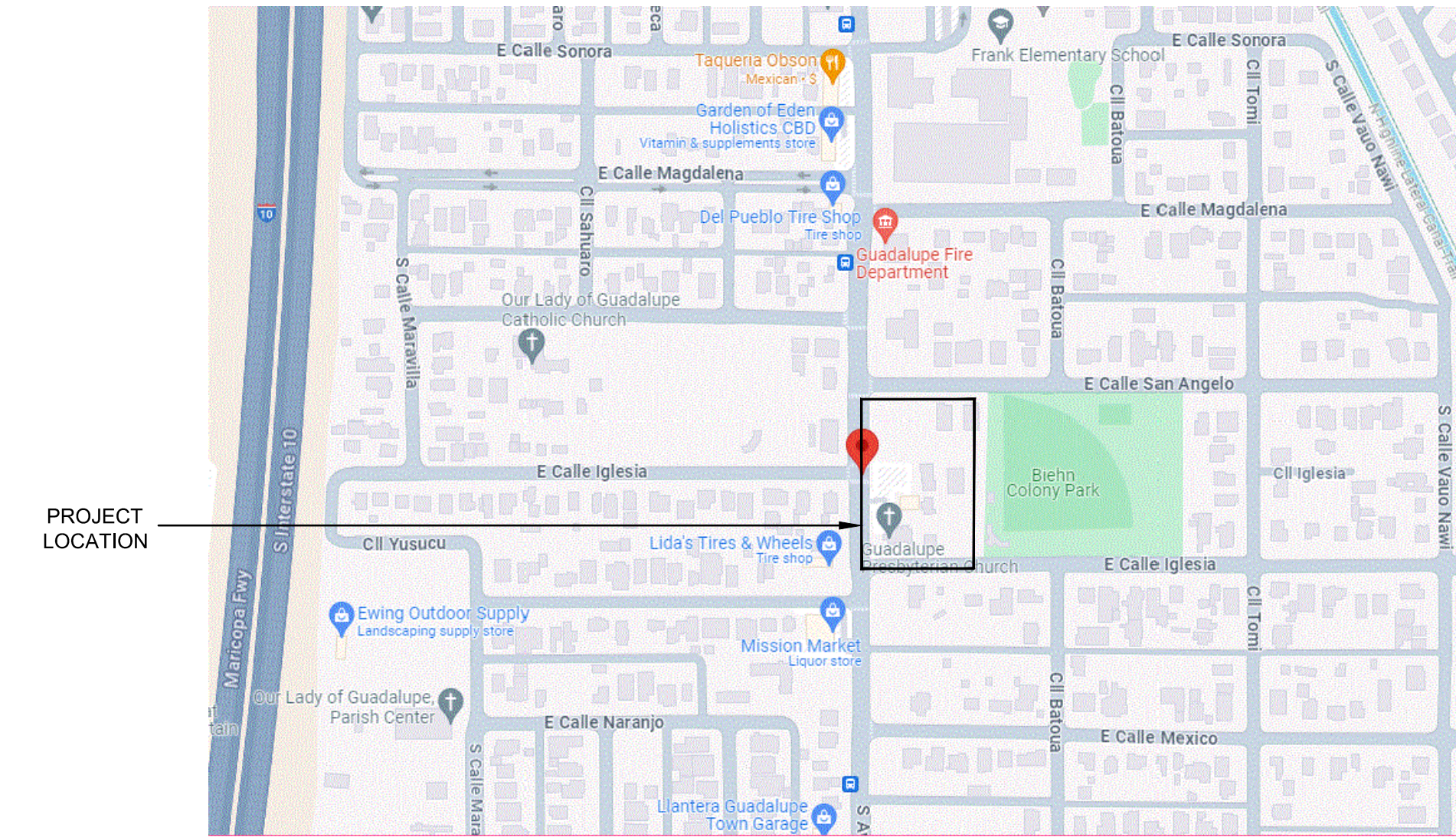
Exhibit C
Submitted Site Plans

- Architecture
- Demolition
- Renovation
- Landscape



National Institutes of Health (NIH) - Outpatient Research Clinic Expansion

8649 S. AVENIDA DEL YAQUI
GUADALUPE, AZ 85283



TOWN OF GUADALUPE USE PERMIT



Affiliated Engineers Inc.
4742 N. 24th Street, Suite 100
Phoenix, Arizona 85016
Tel 602.429.5800 Fax 600.783.5424

Affiliated Engineers Inc, Project Number
24849-00

Date
February 13, 2024

GENERAL

Sheet Number & Sheet Title
G001 COVER SHEET AND CODE INFORMATION

CIVIL

Sheet Number & Sheet Title
C2.1 DEMOLITION PLAN
C2.2 DEMOLITION PLAN
C3.1 SITE PLAN
C3.2 SITE PLAN
C5.1 UTILITY PLAN
C5.2 UTILITY PLAN

LANDSCAPE

Sheet Number & Sheet Title
LP-101 LANDSCAPE PLAN

ARCHITECTURAL

Sheet Number & Sheet Title
AS-100 ARCHITECTURAL SITE PLAN AND NOTES
AE-202 BUILDING 2 EXTERIOR ELEVATIONS
AE-203 BUILDING 3 EXTERIOR ELEVATIONS

Project Summary

PROJECT DESCRIPTION: EXISTING CLINIC (BUILDING 1) AND TWO SATELLITE BUILDINGS (BUILDING 2 & 3) WILL BE RENOVATED AND OPERATED BY THE NATIONAL INSTITUTES OF HEALTH (NIH) FOR EXPANDED OUTPATIENT RESEARCH CLINIC OPERATIONS. NIH LEASES THESE BUILDINGS FROM THE GUADALUPE PRESBYTERIAN CHURCH.

BUILDING 2 INTERIOR WILL BE DEMOLISHED AND RENOVATED TO BE A BSL-2, CLIA-CERTIFIED SATELLITE LABORATORY. BUILDING 3 INTERIOR WILL BE DEMOLISHED AND RENOVATED TO BE A NEW MEDICAL OFFICE AND OUTPATIENT, MATERIAL/CHILD HEALTH FOCUSED RESEARCH CLINIC. AT THE END OF THE PROJECT, THE BUILDING 1 EXISTING OUTPATIENT RESEARCH CLINIC WILL BE REFRESHED (NEW PAINT, FLOORING, AND ADA UPGRADES) TO THE MAXIMUM EXTENT PRACTICABLE BASED ON AVAILABILITY OF PROJECT FUNDS. ALL BUILDING CRITICAL EQUIPMENT WILL BE SERVED BY NEW EMERGENCY GENERATOR. BUILDINGS AND SITE WILL BE UPDATED TO PROVIDE ADA ACCESSIBILITY. THESE CLINICS WILL ONLY BE USED FOR NIH CONDUCTED OUTPATIENT CLINICAL RESEARCH STUDIES IN THE AREAS OF TYPE 2 DIABETES AND OBESITY AND THEIR COMPLICATIONS.

PROJECT NAME: C116482 SATELLITE CLINIC AND LAB RENOVATION AND EXPANSION
ADDRESS: 8649 S. AVENIDA DEL YAQUI
GUADALUPE, AZ, 85283
OWNER CONTACT: CAROLYN LOWER
NIH CONTACT: SCOTT HELGESON
AFFILIATED ENGINEERS CONTACT: BROCK JENSEN

Code Information

APPLICABLE INTERNATIONAL CODES

INTERNATIONAL BUILDING CODE - 2012 EDITION
INTERNATIONAL MECHANICAL CODE - 2012 EDITION
INTERNATIONAL PLUMBING CODE, 2012 EDITION
INTERNATIONAL FIRE CODE, 2012 EDITION
INTERNATIONAL ENERGY CONSERVATION CODE - 2012 EDITION
INTERNATIONAL FUEL GAS CODE - 2012 EDITION
NFPA 70 NATIONAL ELECTRIC CODE - 2012 EDITION

APPLICABLE NATIONAL CODES AND STANDARDS

IEEE - INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS
IESI - ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA
NEC - (CURRENT) NATIONAL ELECTRICAL CODE
NECA - NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION
NEMA - NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
ABA - ARCHITECTURAL BARRIERS ACT STANDARDS
National Fire Protection Association (NFPA) Guidelines and Standards:
NFPA 30 - Flammable and Combustible Liquids Code, 2018 Edition
NFPA 45 - Fire Protection for Laboratories Using Chemicals, 2018 Edition
NFPA 54 - National Fuel Gas Code, 2018 Edition
NFPA 55 - Standard for the Storage, Use and Handling of Compressed and Liquefied Gases, 2010
NFPA 70 - National Electric Code (NEC), 2017 Edition
NFPA 72 - National Fire Alarm and Signaling Code, 2019 Edition
NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems, 2018 Edition
NFPA 101 - Life Safety Code, 2016 Edition
NFPA 110 - Standard for Emergency and Standby Power Systems, 2022 Edition

GUIDELINES AND STANDARDS

LABORATORY DESIGN GUIDELINES
NATIONAL INSTITUTES OF HEALTH (NIH) DESIGN REQUIREMENTS MANUAL (DRM) REV. 1.5: 3/5/2020
ACGIH INDUSTRIAL VENTILATION - A MANUAL OF RECOMMENDED PRACTICE (THE LATEST EDITION)
ANSI/AIHA Z9.5 2012 EDITION- LABORATORY VENTILATION STANDARD
OSHA 29 CFR PART 1910 - OCCUPATIONAL EXPOSURES TO HAZARDOUS CHEMICALS IN LABORATORIES
ASHRAE Standard 110-2016 - Method of Testing Performance of Laboratory Fume Hoods
ASHRAE STANDARD 62.1 VENTILATION FOR ACCEPTABLE INDOOR AIR QUALITY, 2019 EDITION
FM GLOBAL PROPERTY LOSS PREVENTION DATA SHEETS, AS DETERMINED AND DEFINED BY OWNER
INCLUDE ABOVE IF FMG COMPLIANCE IS REQUIRED BY OWNER.
BIOSAFETY IN MICROBIOLOGICAL AND BIOMEDICAL LABORATORIES, FIFTH EDITION
ANSI Z358.1 EMERGENCY EYEWASH AND SHOWER EQUIPMENT, 2009
AMERICAN SOCIETY OF PLUMBING ENGINEERS (ASPE) ENGINEERING DESIGN HANDBOOKS
TIA 568-C.1 COMMERCIAL BUILDING TELECOMMUNICATIONS CABLING STANDARD PART 1: GENERAL REQUIREMENTS
TIA 568-C.2 BALANCED TWISTED-PAIR TELECOMMUNICATIONS CABLING AND COMPONENTS STANDARDS
TIA 568-C.3 OPTICAL FIBER CABLING COMPONENTS STANDARD
TIA- 569-D TELECOMMUNICATIONS PATHWAYS AND SPACES
TIA- 606-B ADMINISTRATION STANDARD FOR COMMERCIAL TELECOMMUNICATIONS INFRASTRUCTURE
TIA- 607-B COMMERCIAL BUILDING GROUNDING (EARTHING) AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS
BICSI TDM - BICSI TELECOMMUNICATIONS DISTRIBUTION METHODS MANUAL (VERSION 14)
ASHRAE HANDBOOK - HVAC APPLICATIONS, 2019 EDITION, ASHRAE HANDBOOK - HVAC APPLICATIONS (IP)
ANSI/SMACNA 006-2006, 2005 EDITION, HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE
ANSI/ASHRAE/IES STANDARD 90.1, 2019 EDITION, ENERGY STANDARD FOR BUILDINGS EXCEPT LOW-RISE RESIDENTIAL BUILDINGS
ASHRAE HANDBOOK - FUNDAMENTALS, 2021 EDITION
ANSI/ASHRAE STANDARD 55, 2017 EDITION, THERMAL ENVIRONMENTAL CONDITIONS FOR HUMAN OCCUPANCY

PROPERTY OF THE UNITED STATES GOVERNMENT
FOR OFFICIAL USE ONLY
DO NOT REMOVE THIS NOTICE
PROPERLY DESTROY DOCUMENTS WHEN NO LONGER
NEEDED

85

In Association with

AEI Affiliated Engineers
Affiliated Engineers Inc.
4742 N. 24th Street, Suite 100
Phoenix, Arizona 85016
Tel 602.429.5800 Fax 600.783.5424
AEI Project No. 24849-00

LDGI
LDGI

MARTIN WHITE GRIFFIS
STRUCTURAL & CIVIL ENGINEERS

DIBBLE

NORRIS DESIGN
PEOPLE + PLACEMAKING

AEI Name and LOGO

SEAL

MARK	DATE	DESCRIPTION
1	02/13/24	USE PERMIT

REVISIONS

NO.	DATE	DESCRIPTION

CONTRACTORS

AEI CON. NO.	DESCRIPTION
75N99020D00013	75N99020D00013
AEI TASK NO.	75N99020D00013
CONSTR. CONTR.	-
CONSTR. WORK	-
PRIME AEI	AEI
SUB AEI	-
CONSTR. CON.	-

FACILITY CODE: 04013-00-8619

BUILDING NO.

NAME	STREET	CITY	STATE/CZ	OTHER	BUILDING NO.
NIDDK Guadalupe Clinic	8619 S. Avenida del Yaqui	Guadalupe	AZ 85283	Other Building	

SPB TASK NO. SPB Task

PROJ. OFFICER	PROJ. MGR.	SUBMISSION	SUB. DATE	WORK REG. NO.
Scott Helgeson	Brock Jensen			C116482

PROJECT BUILDING

NOTICE OF ESTABLISHED CERTIFICATION AND APPROVAL PERIOD PROVISIONS: THIS CONTRACTOR AGREES TO CERTIFY AND APPROVE BUILDINGS AND STRUCTURES WITHIN 30 DAYS AFTER THE BILLING AND BEGINNINGS ARE REFERRED FROM THE CONTRACTOR NOTICE OF ESTABLISHED CERTIFICATION AND APPROVAL PERIOD PROVISIONS. THIS CONTRACTOR AGREES TO MAKE PAYMENT WITHIN 90 DAYS AFTER CERTIFICATION AND APPROVAL OF BILLING AND ESTIMATES.

PROJECT TITLE: NIH - C116482 Outpatient Research Clinic Expansion

DRAWING TITLE: COVER SHEET AND CODE INFORMATION

PROJECT TITLE: NIH

DRAWING TITLE: NIH

National Institutes of Health
OFFICE OF RESEARCH FACILITIES

DESIGNED BY: TP
DRAWN BY: TP
CHECKED BY: BJ
FILE NAME: G001
DRAWING NO.

G-001

SHEET OF TOTAL SHEET

CASE NO.: #

PLAN CHECK: #



In Association with
AEI Affiliated Engineers
 Affiliated Engineers Inc.
 4742 N. 24th Street, Suite 100
 Phoenix, Arizona 85016
 Tel 602.429.5800 Fax 602.783.5424
 AEI Project No. 24849-00



& **MARTIN WHITE GRIFFIS**
 ARCHITECTS
DIBBLE

NORRIS DESIGN
 PEOPLE + PLACEMAKING



MARK	DATE	DESCRIPTION

CONTRACTORS	AEI
AEI CON. NO.	75N9002000013
AEI TASK NO.	75N9002000008
CONS. CONTR.	-
CONS. WORK	-
PRIME AE	AEI
SUB AE	LDGI
CONSTR. CON.	-

FACILITY CODE	04013-00-8619
BUILDING NO.	N/A
NAME	NIDDK Guadalupe Clinic
STREET	1619 S. Avenida del Yagual
CITY	Guadalupe
STATE/ZIP	AZ 85283
OTHER	Other Building
BUILDING NO.	-
SPB TASK NO.	SPB Task
PROJ. OFFICER	Scott Helgeson
PROJ. MGR.	Brock Jensen
SUBMISSION	CITY PERMIT USE
SUB. DATE	02/05/2024
WRK REG. NO.	CT16482

NIH - C166482 Outpatient Research Clinic Expansion

ARCHITECTURAL SITE PLAN AND NOTES

PROJECT TITLE: NIH - C166482 Outpatient Research Clinic Expansion
DRAWING TITLE: ARCHITECTURAL SITE PLAN AND NOTES

NIH
National Institutes of Health
OFFICE OF RESEARCH FACILITIES

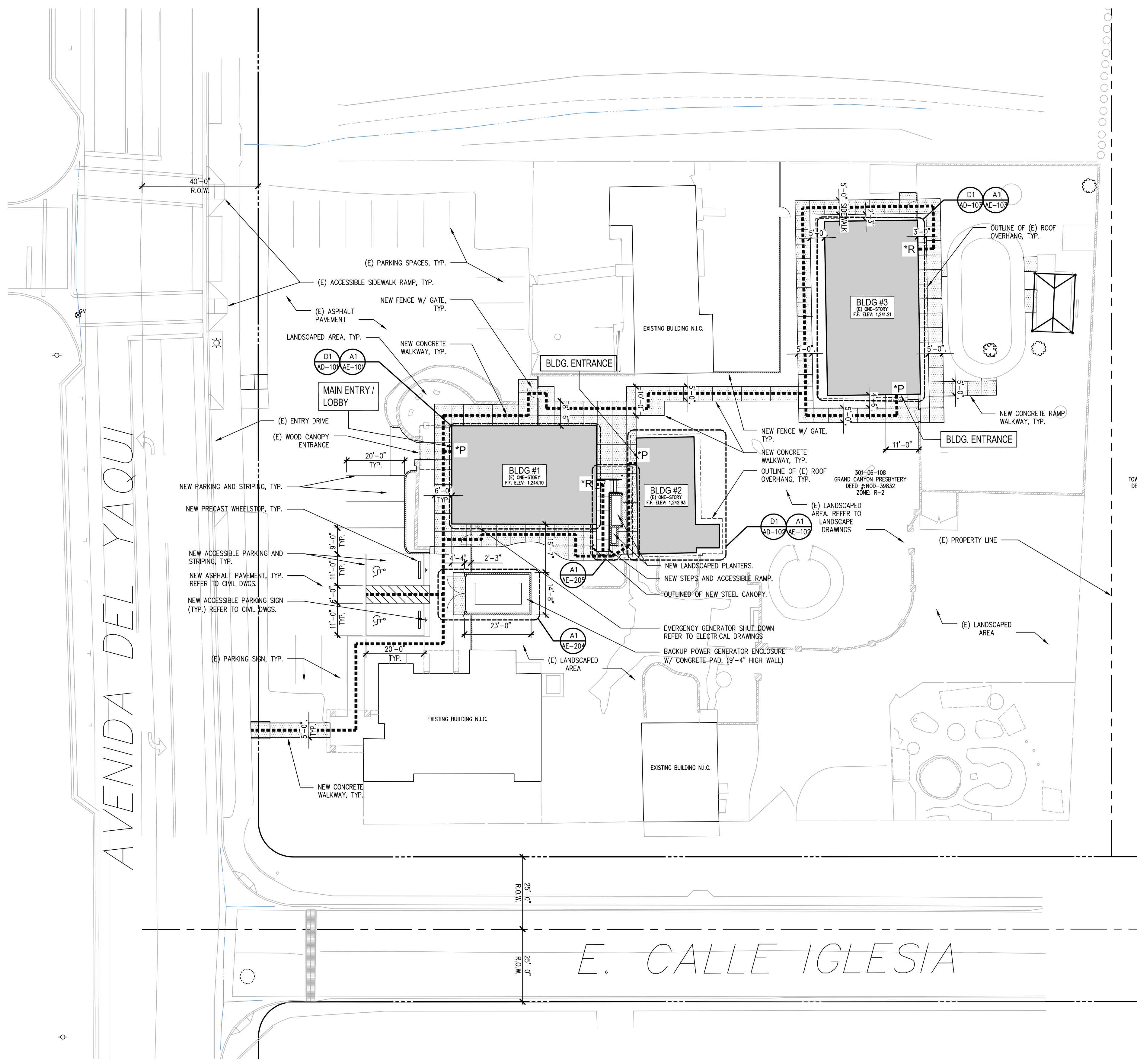
DESIGNED BY: AL
DRAWN BY: ML
CHECKED BY: AL
FILE NAME: -
DRAWING NO.: AS-100

SHEET OF - TOTAL SHEET

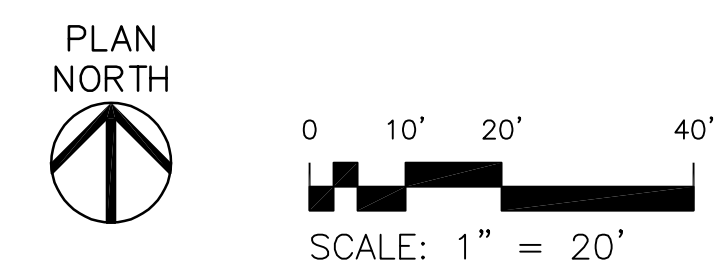
CASE NO.: #
PLAN CHECK: #

ADA/ACCESSIBILITY INSTRUCTIONS TO CONTRACTOR:

- CONTRACTORS MUST EXERCISE APPROPRIATE CARE AND PRECISION IN CONSTRUCTION OF ADA (ACCESSIBLE) ACCESSIBLE COMPONENTS AND ACCESS ROUTES FOR THE SITE. THESE COMPONENTS, AS CONSTRUCTED, MUST COMPLY WITH ALL APPLICABLE STATE AND LOCAL ACCESSIBILITY LAWS AND REGULATIONS AND THE CURRENT ADA AND/OR STATE ARCHITECTURAL ACCESS BOARD STANDARDS AND REGULATIONS' BARRIER FREE ACCESS AND ANY MODIFICATIONS, REVISIONS OR UPDATES TO SAME.
- FINISHED SURFACES ALONG THE ACCESSIBLE ROUTE OF TRAVEL FROM PARKING SPACE, PUBLIC TRANSPORTATION, PEDESTRIAN ACCESS, INTER-BUILDING ACCESS, TO POINTS OF ACCESSIBLE BUILDING ENTRANCE/EXIT, MUST COMPLY WITH THESE ADA AND/OR ARCHITECTURAL ACCESS BOARD CODE REQUIREMENTS. THESE INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:
 - PARKING SPACES AND PARKING AISLES - SLOPE SHALL NOT EXCEED 1:50 (2.0%) IN ANY DIRECTION.
 - CURB RAMP - SLOPE MUST NOT EXCEED 1:12 (8.3%) FOR A MAXIMUM OF SIX (6) FEET.
 - LANDINGS - MUST BE PROVIDED AT EACH END OF RAMP, MUST PROVIDE POSITIVE DRAINAGE, AND MUST NOT EXCEED 1:50 (2.0%) IN ANY DIRECTION.
 - PATH OF TRAVEL ALONG ACCESSIBLE ROUTE - MUST PROVIDE A 36-INCH OR GREATER UNOBSTRUCTED WIDTH OF TRAVEL (CAR OVERHANGS AND/OR HANDRAILS CANNOT REDUCE THIS MINIMUM WIDTH). THE SLOPE MUST BE NO GREATER THAN 1:20 (5.0%) IN THE DIRECTION OF TRAVEL, AND MUST NOT EXCEED 1:50 (2.0%) IN CROSS SLOPE. WHERE PATH OF TRAVEL WILL BE GREATER THAN 1:20 (5.0%), ADA RAMP MUST BE ADHERED TO. A MAXIMUM SLOPE OF 1:12 (8.3%), FOR A MAXIMUM RISE OF 2.5 FEET, MUST BE PROVIDED. THE RAMP MUST HAVE ADA HAND RAILS AND 'LEVEL' LANDINGS ON EACH END THAT ARE CROSS SLOPED NO MORE THAN 1:50 IN ANY DIRECTION (2.0%) FOR POSITIVE DRAINAGE.
 - DOORWAYS - MUST HAVE A 'LEVEL' LANDING AREA ON THE EXTERIOR SIDE OF THE DOOR THAT IS SLOPED AWAY FROM THE DOOR NO MORE THAN 1:50 (2.0%) FOR POSITIVE DRAINAGE. THIS LANDING AREA MUST BE NO LESS THAN 60 INCHES (5 FEET) LONG, EXCEPT WHERE OTHERWISE PERMITTED BY ADA STANDARDS FOR ALTERNATIVE DOORWAY OPENING CONDITIONS. (REFER TO ICC/ANSI A117.1-2009 AND OTHER REFERENCES INCORPORATED BY CODE.)
 - WHEN THE PROPOSED CONSTRUCTION INVOLVES RECONSTRUCTION, MODIFICATION, REVISION OR EXTENSION OF OR TO ADA COMPONENTS FROM EXISTING DOORWAYS OR SURFACES, CONTRACTOR MUST VERIFY EXISTING ELEVATIONS SHOWN ON THE PLAN. NOTE THAT TABLE 405.2 OF THE DEPARTMENT OF JUSTICE'S ADA STANDARDS FOR ACCESSIBLE DESIGN ALLOWS FOR STEEPER RAMP SLOPES, IN RARE CIRCUMSTANCES. THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE DESIGN ARCHITECT OF ANY DISCREPANCIES AND/OR FIELD CONDITIONS THAT DIFFER IN ANY WAY OR ANY RESPECT FROM WHAT IS SHOWN ON THE PLANS, IN WRITING, BEFORE COMMENCEMENT OF WORK. CONSTRUCTED IMPROVEMENTS MUST FALL WITHIN THE MAXIMUM AND MINIMUM LIMITATIONS IMPOSED BY THE BARRIER FREE REGULATIONS AND THE ADA REQUIREMENTS.
 - THE CONTRACTOR MUST VERIFY THE SLOPES OF CONTRACTOR'S FORMS PRIOR TO POURING CONCRETE. IF ANY NON-COMFORMANCE IS OBSERVED OR EXISTS, CONTRACTOR MUST IMMEDIATELY NOTIFY THE ARCHITECT PRIOR TO POURING CONCRETE. CONTRACTOR IS RESPONSIBLE FOR ALL COSTS TO REMOVE, REPAIR AND REPLACE NON-COMFORMING CONCRETE.
 - IT IS STRONGLY RECOMMENDED THAT THE CONTRACTOR REVIEW THE INTENDED CONSTRUCTION WITH THE LOCAL BUILDING CODE PRIOR TO COMMENCEMENT OF CONSTRUCTION.



(D1) ARCHITECTURAL SITE PLAN
 AS-100 SCALE: 1" = 20'-0"



*P PUBLIC ENTRY ON ACCESSIBLE ROUTE
 *R RESTRICTED ENTRY ON ACCESSIBLE ROUTE
 - - - - ACCESSIBLE ROUTE

PROPERTY OF THE UNITED STATES GOVERNMENT
 FOR OFFICIAL USE ONLY
 DO NOT REMOVE THIS NOTICE
 PROPERLY DESTROY DOCUMENTS WHEN NO LONGER NEEDED

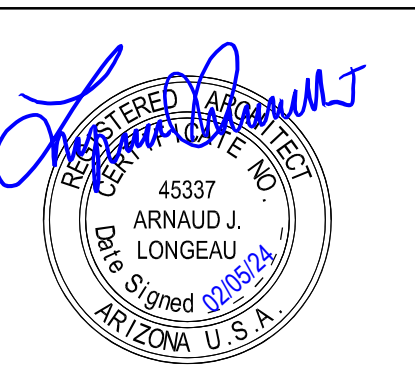
NOTE OF EXTENDED CERTIFICATION AND APPROVAL: THIS CONTRACTOR HAS BEEN EXTENDED CERTIFICATION AND APPROVAL FOR 21 DAYS AFTER THE BILLING AND ESTIMATES WITHIN 21 DAYS AFTER THE BILLING AND ESTIMATES. APPROVAL OF BILLINGS AND ESTIMATES WITHIN 9 DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS AND ESTIMATES. DRAWINGS



In Association with
AEI Affiliated Engineers
 Affiliated Engineers Inc.
 4742 N. 24th Street, Suite 100
 Phoenix, Arizona 85016
 Tel 602.429.5800 Fax 602.783.5424
 AEI Project No. 24849-00



& **MARTIN WHITE GRIFFIS**
 STRUCTURAL ENGINEERS, INC.
DIBBLE
NORRIS DESIGN
 PEOPLE + PLACEMAKING



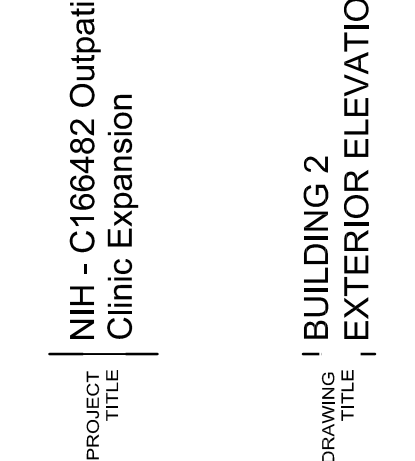
MARK	DATE	DESCRIPTION

CONTRACTORS	CONTRACT NO.	CONTRACT DATE

FACILITY CODE	SPR TASK NO.
04013-00-8619	SPR Task
BUILDING NO. 1	PROJ. OFFICER Scott Helgeson
NAME NIDDK Guadalupe Clinic	PROJ. MGR Brock Jensen
STREET 8619 S. Avenida del Yopal	SUBMISSION CITY USE PERMIT
CITY Guadalupe	SUB. DATE 02/05/2024
STATE/ZIP AZ 85283	WIRK REG. NO. CL16482
OTHER Other Building	
BUILDING NO.	

PROJECT TITLE
NIH - C166482 Outpatient Research Clinic Expansion

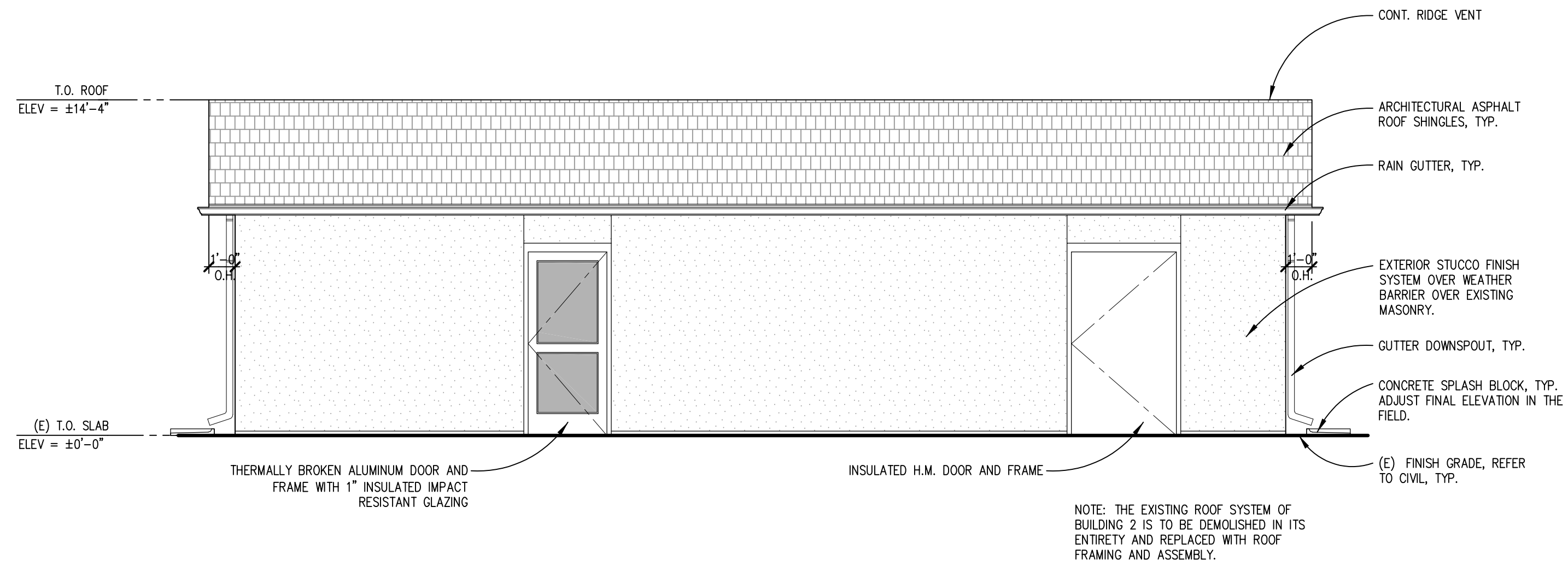
DRAWING TITLE
BUILDING 2 EXTERIOR ELEVATIONS



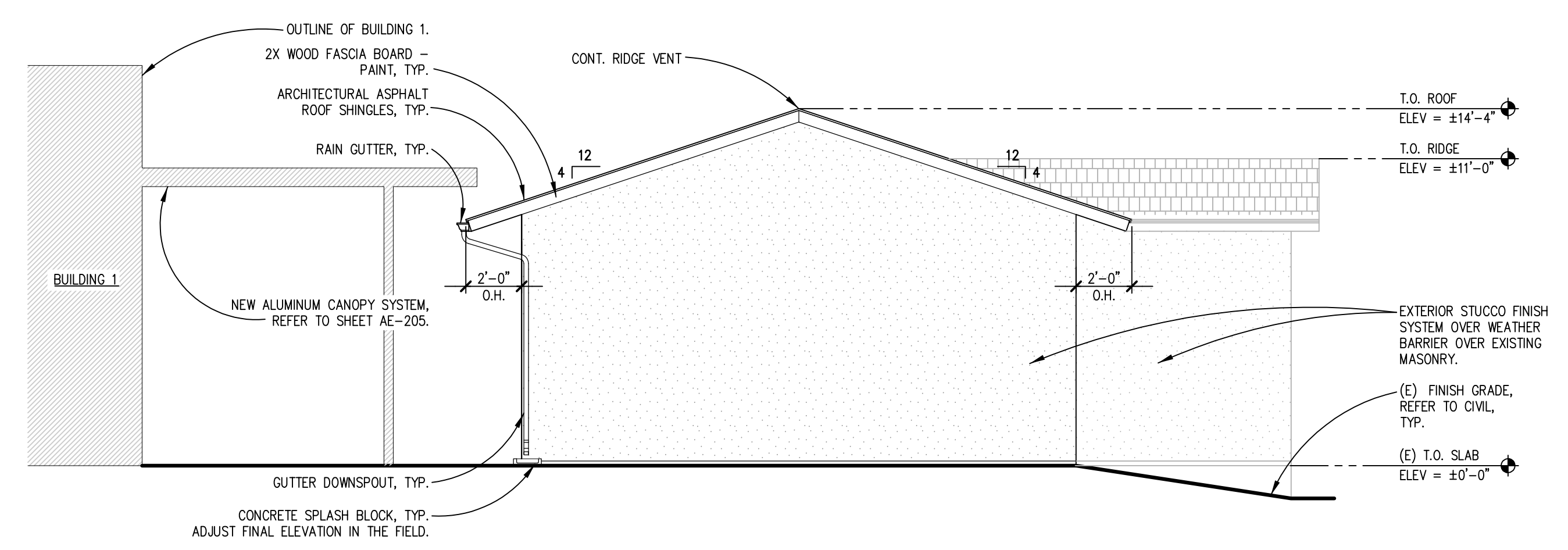
National Institutes of Health
 OFFICE OF RESEARCH FACILITIES

DESIGNED BY	AL
DRAWN BY	ML
CHECKED BY	AL
FILE NAME	-
DRAWING NO.	-

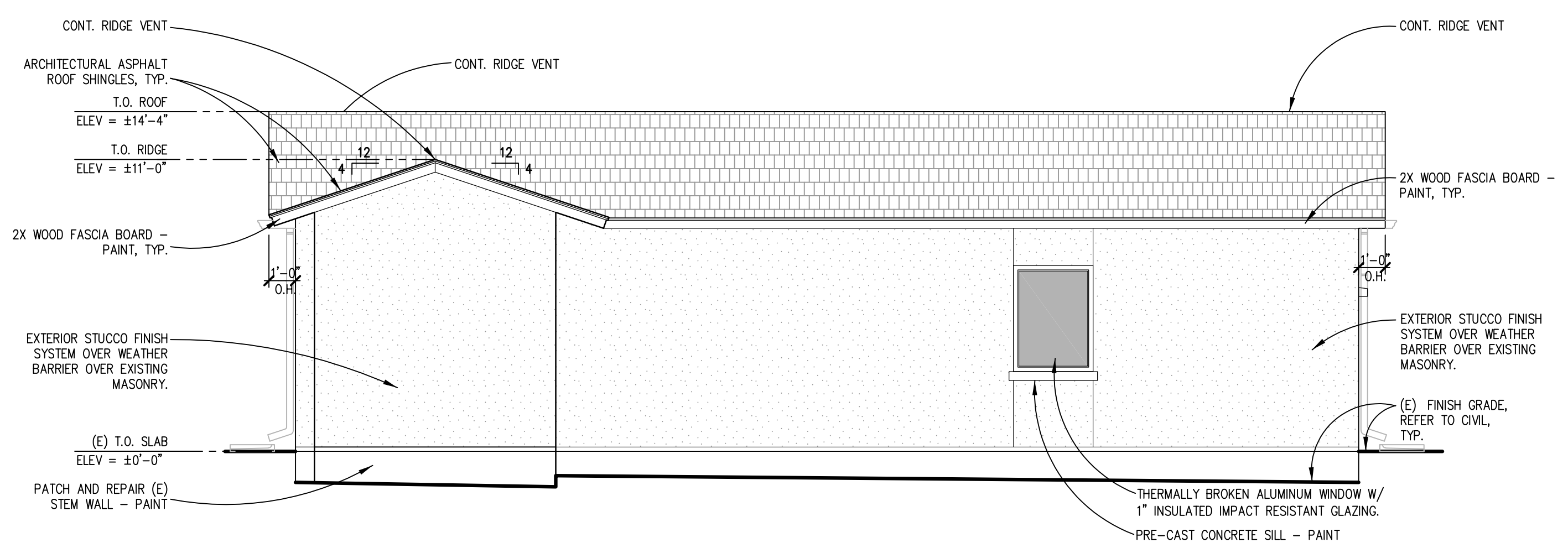
AE-202
 SHEET OF - TOTAL SHEET



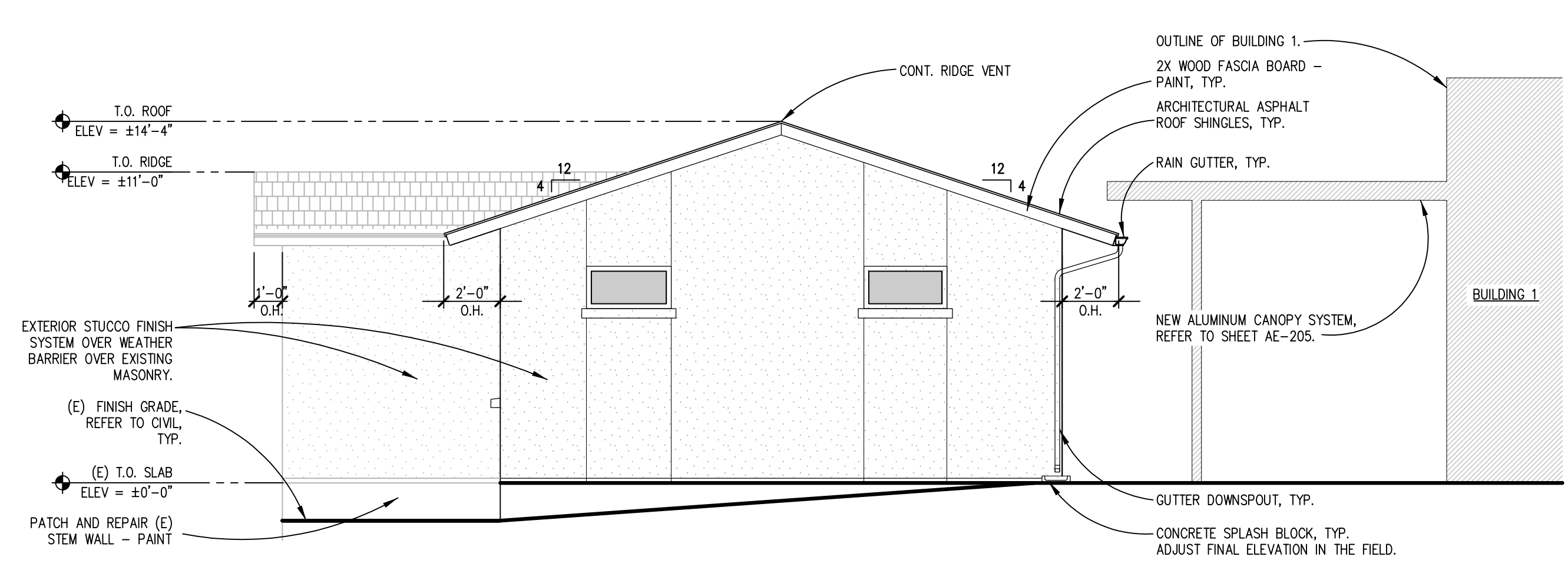
BUILDING 2 EAST EXTERIOR ELEVATION
 SCALE: 1/4" = 1'-0"



BUILDING 2 NORTH EXTERIOR ELEVATION
 SCALE: 1/4" = 1'-0"



BUILDING 2 WEST EXTERIOR ELEVATION
 SCALE: 1/4" = 1'-0"

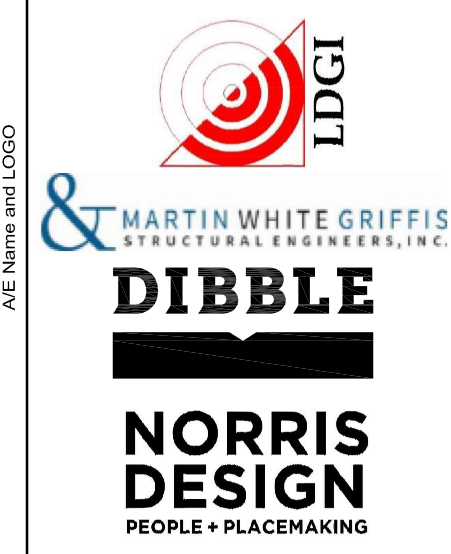


BUILDING 2 SOUTH EXTERIOR ELEVATION
 SCALE: 1/4" = 1'-0"

NOTE OF EXTERIOR CERTIFICATION AND APPROVAL: THIS CONTRACTOR PROVIDES THE OWNER TO VERIFY AND APPROVE BILLINGS AND ESTIMATES WITHIN 21 DAYS AFTER THE BILLING AND ESTIMATES ARE RECEIVED FROM THE CONTRACTOR. NOTICE OF EXTENDED PAYMENT PROVISION: THIS CONTRACTOR PROVIDES THE OWNER TO MAKE PAYMENT WITHIN 9 DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS AND ESTIMATES.



In Association with
AEI Affiliated Engineers
Affiliated Engineers Inc.
4742 N. 24th Street, Suite 100
Phoenix, Arizona 85016
Tel 602.429.5800 Fax 602.783.5424
AEI Project No. 24849-00



MARK	DATE	DESCRIPTION

CONTRACTORS	
AEI CON. NO.	75N9902000013
AEI TASK NO.	75N9902000008
CONS. CONTR.	-
CONS. WORK	-
PRIME AEI	AEI
SUB AEI	LDGI
CONSTR. CON.	-
FACILITY CODE	
FACILITY CODE	04013-00-8619
BUILDING NO.	3
NAME	NIDDK Guadalupe Clinic
STREET	1619 S. Avenida del Yopal
CITY	Guadalupé
STATE/ZIP	AZ 85283
OTHER	Other Building
BUILDING NO.	-
SPB TASK NO.	
SPB TASK NO.	SPB Task
PROJ. OFFICER	
PROJ. OFFICER	Scott Helgeson
PROJ. MGR.	
PROJ. MGR.	Brock Jensen
SUBMISSION	
SUBMISSION	CITY USE PERMIT
SUB. DATE	
SUB. DATE	02/05/2024
WRK REG. NO.	
WRK REG. NO.	CT16482

PROJECT TITLE: NIH - C166482 Outpatient Research Clinic Expansion

DRAWING TITLE: BUILDING 3 EXTERIOR ELEVATIONS

DESIGNED BY: AL

DRAWN BY: ML

CHECKED BY: AL

FILE NAME: -

DRAWING NO.:

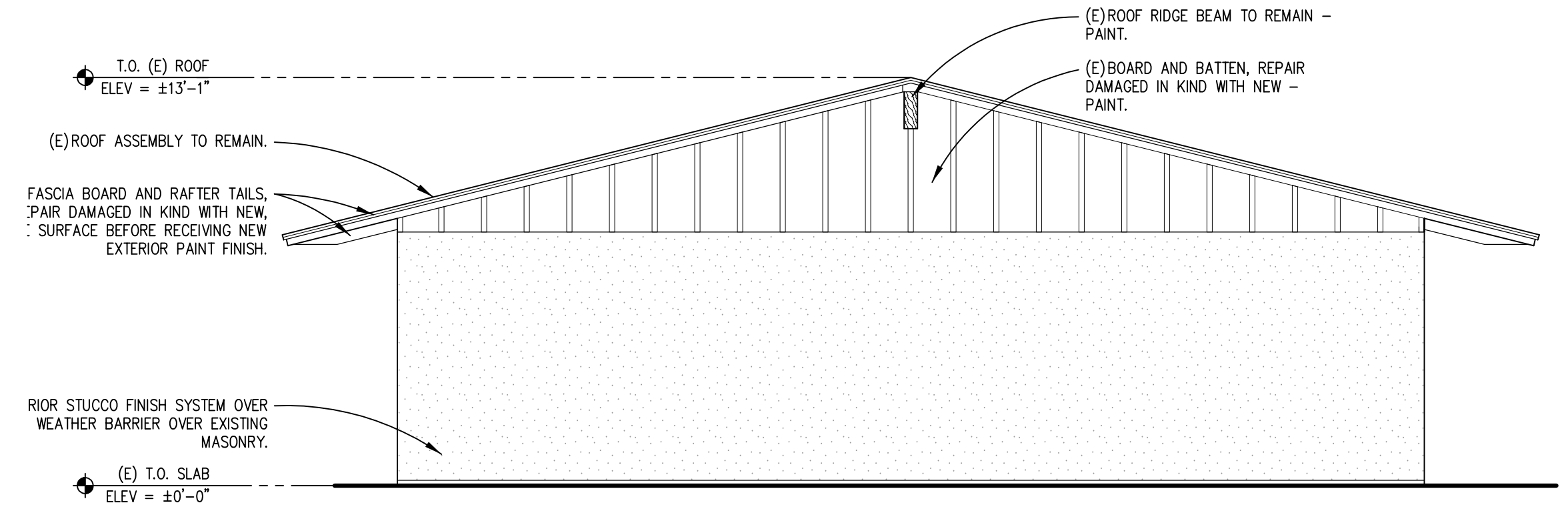
NIH National Institutes of Health OFFICE OF RESEARCH FACILITIES

AE-203

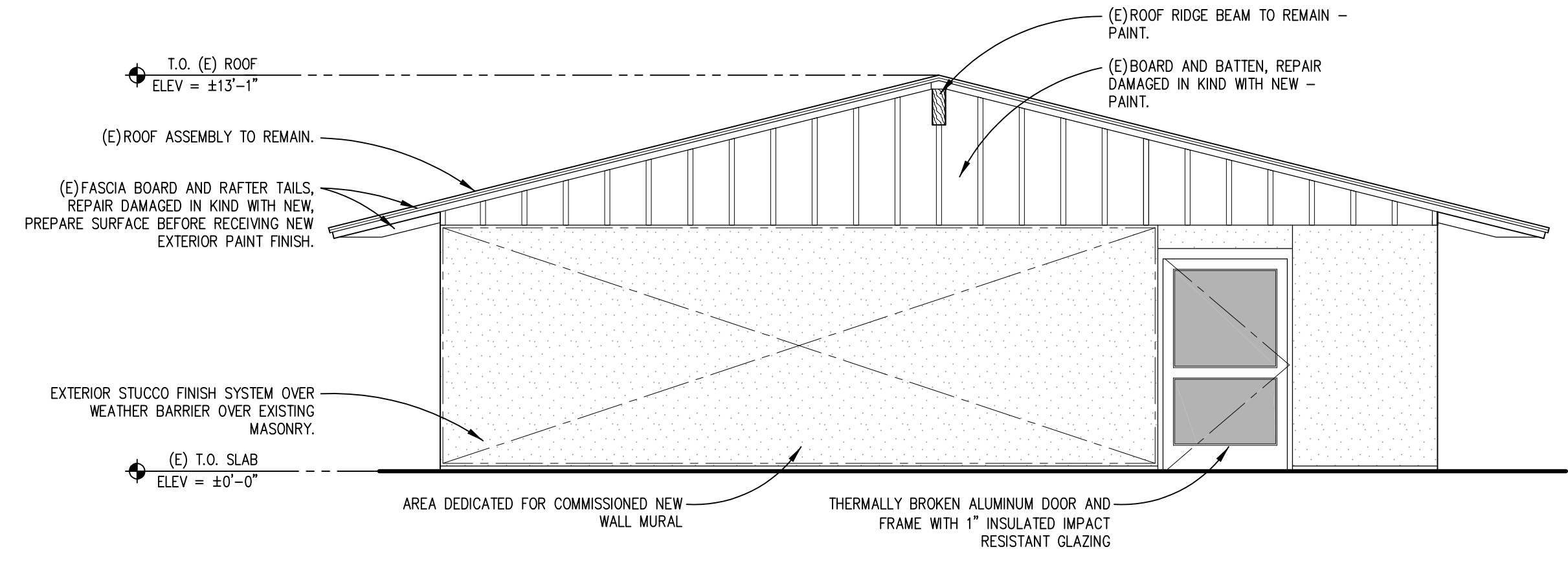
SHEET OF - TOTAL SHEET

PLAN CHECK: #

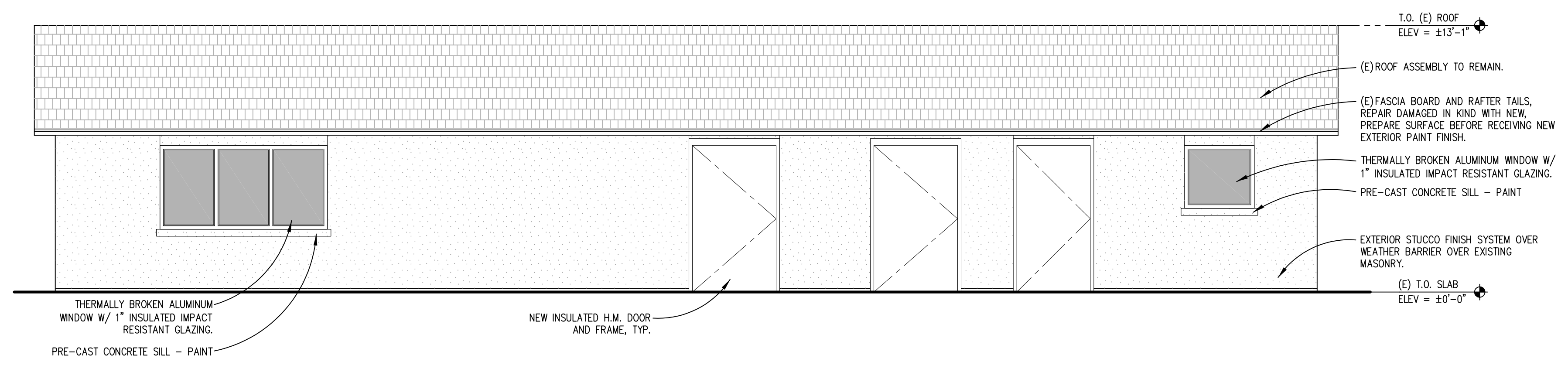
CASE NO.: #



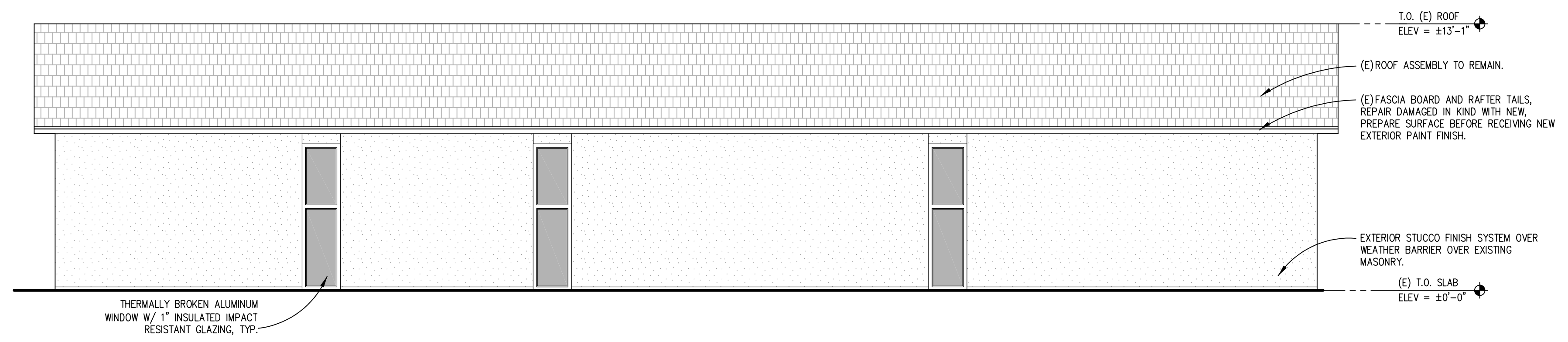
E3 BUILDING 3 SOUTH EXTERIOR ELEVATION
AE-203 SCALE: 1/4" = 1'-0"



E4 BUILDING 3 NORTH EXTERIOR ELEVATION
AE-203 SCALE: 1/4" = 1'-0"



E2 BUILDING 3 WEST EXTERIOR ELEVATION
AE-203 SCALE: 1/4" = 1'-0"



E1 BUILDING 3 EAST EXTERIOR ELEVATION
AE-203 SCALE: 1/4" = 1'-0"

PROPERTY OF THE UNITED STATES GOVERNMENT
FOR OFFICIAL USE ONLY
DO NOT REMOVE THIS NOTICE
PROPERLY DESTROY DOCUMENTS WHEN NO LONGER NEEDED

NOTE OF EXTENDED CERTIFICATION AND APPROVAL PERIOD PROVISION: THIS CONTRACT ALLOWS THE OWNER TO CERTIFY AND APPROVE BILLINGS AND ESTIMATES WITHIN 21 DAYS AFTER THE BILLING AND APPROVAL OF BILLINGS AND ESTIMATES. ESTIMATES WITHIN 21 DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS AND ESTIMATES. RECEIVED FROM THE CONTRACTOR NOTICE OF EXTENDED PAYMENT PROVISION: THIS CONTRACT ALLOWS THE OWNER TO MAKE PAYMENT WITHIN 9 DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS AND ESTIMATES.

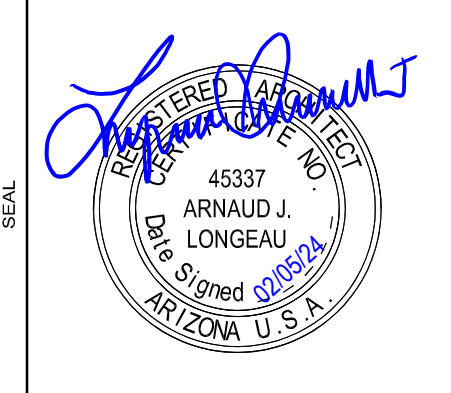


In Association with
AEI Affiliated Engineers
 Affiliated Engineers Inc.
 4742 N. 24th Street, Suite 100
 Phoenix, Arizona 85016
 Tel: 602.429.5800 Fax: 602.783.5424
 AEI Project No.: 24849-00



MARTIN WHITE GRIFFIS
 STRUCTURAL ENGINEERS, INC.
DIBBLE

NORRIS DESIGN
 PEOPLE + PLACEMAKING



MARK	DATE	DESCRIPTION

CONTRACTORS	DESCRIPTION
AEI CON. NO.	75N99020D00013
AEI TASK NO.	75N99020F00008
CONSTR. CONTR.	-
CONSTR. WORK	-
PRIME AE	AEI
SUB AE	LDGI
CONSTR. CON.	-

FACILITY CODE	DESCRIPTION
BUILDING NO.	04013-00-8619
NAME	GENERATOR ENCLOSURE
STREET	NIDDK Guadalupe Clinic
CITY	6619 S. Avenida del Yopal
STATE/ZIP	AZ 85283
OTHER	Other Building
BUILDING NO.	

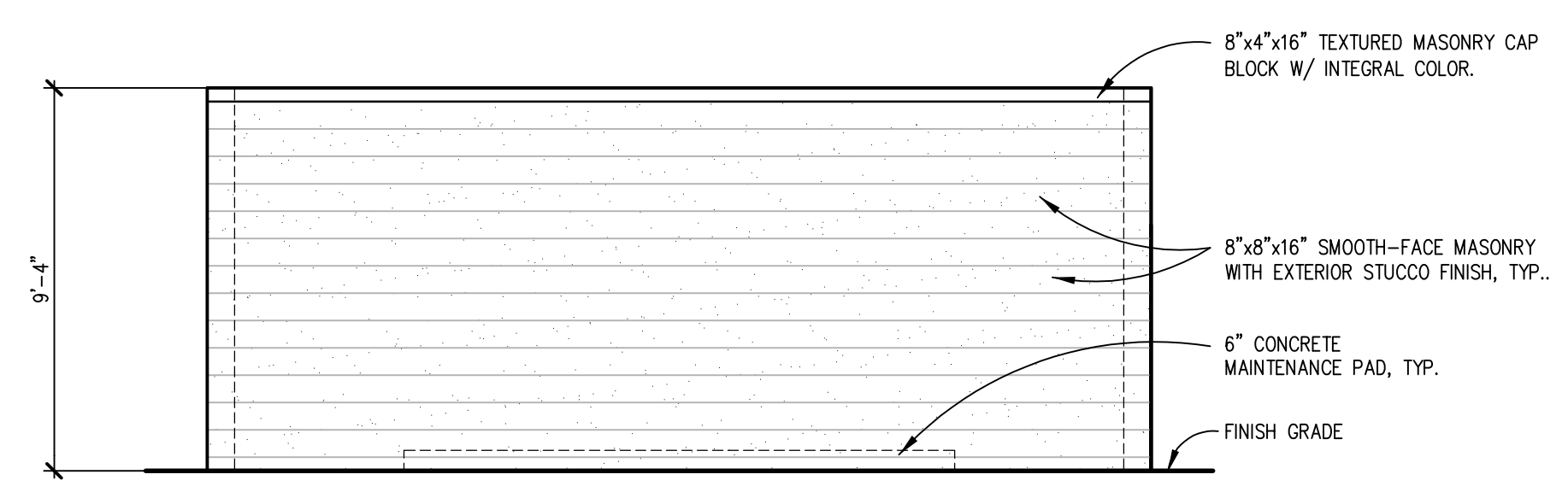
SPB TASK NO.	SPB Task
PROJ. OFFICER	Scott Helgeson
PROJ. MGR.	Brook Jensen
SUBMISSION	CITY USE PERMIT
SUB. DATE	02/05/2024
WRK REG. NO.	C116482

PROJECT TITLE: NIH - C116482 Satellite Clinic and Lab Renovation and Expansion
 DRAWING TITLE: GENERATOR ENCLOSURE - ENLARGED FLOOR PLAN AND ELEVATIONS

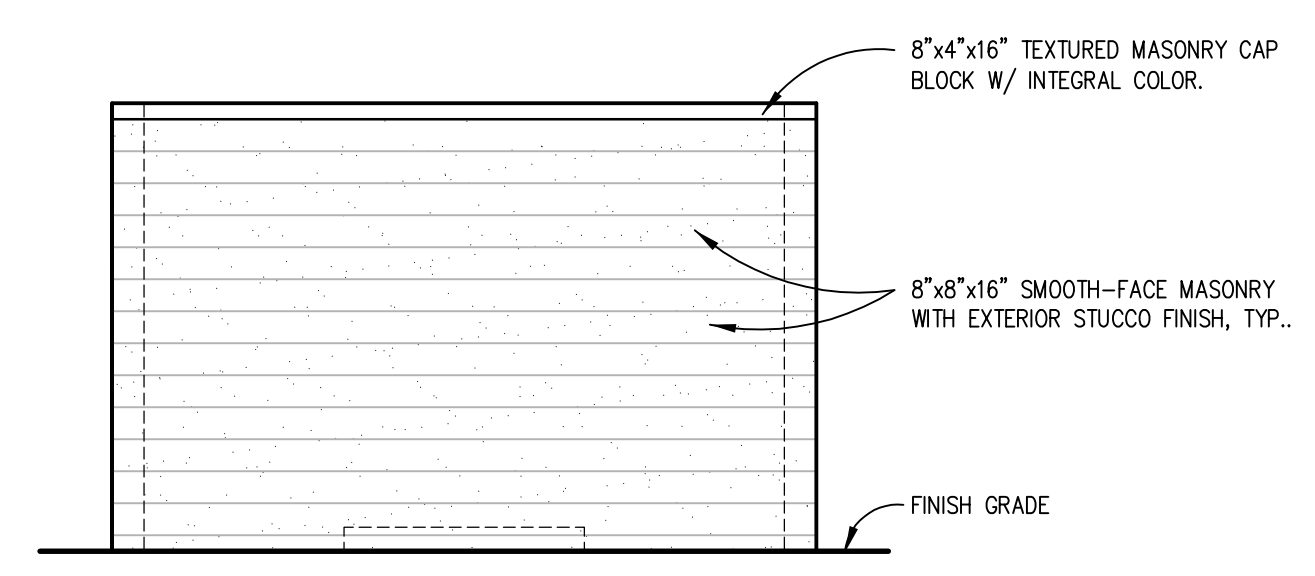


DESIGNED BY: AL
 DRAWN BY: ML
 CHECKED BY: AL
 FILE NAME: -
 DRAWING NO.:

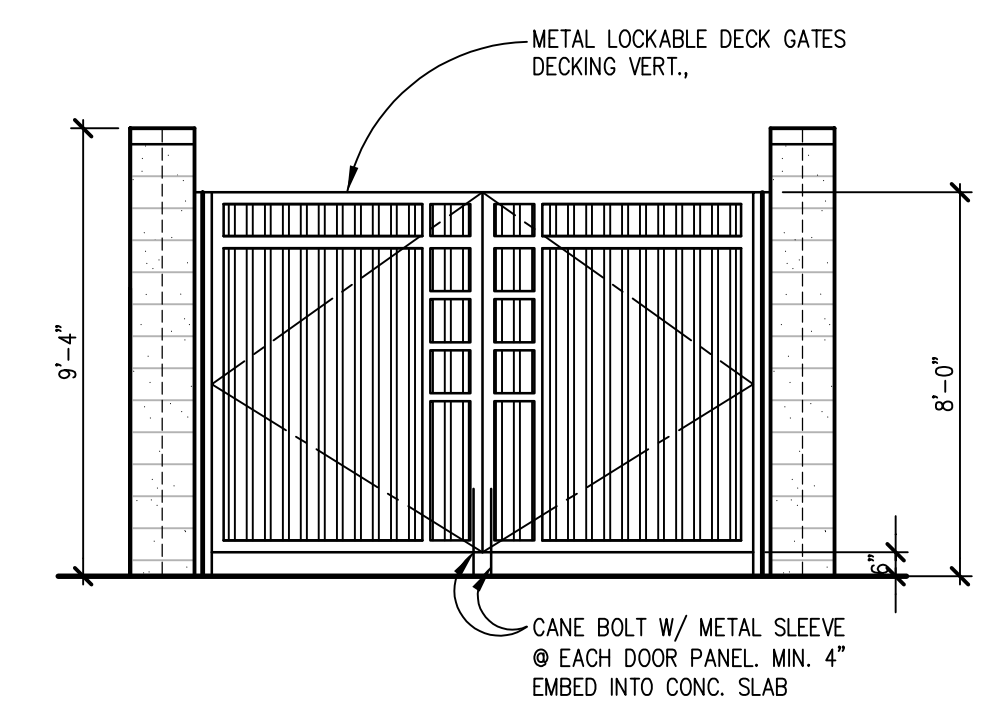
AE-204
 SHEET OF - TOTAL SHEET



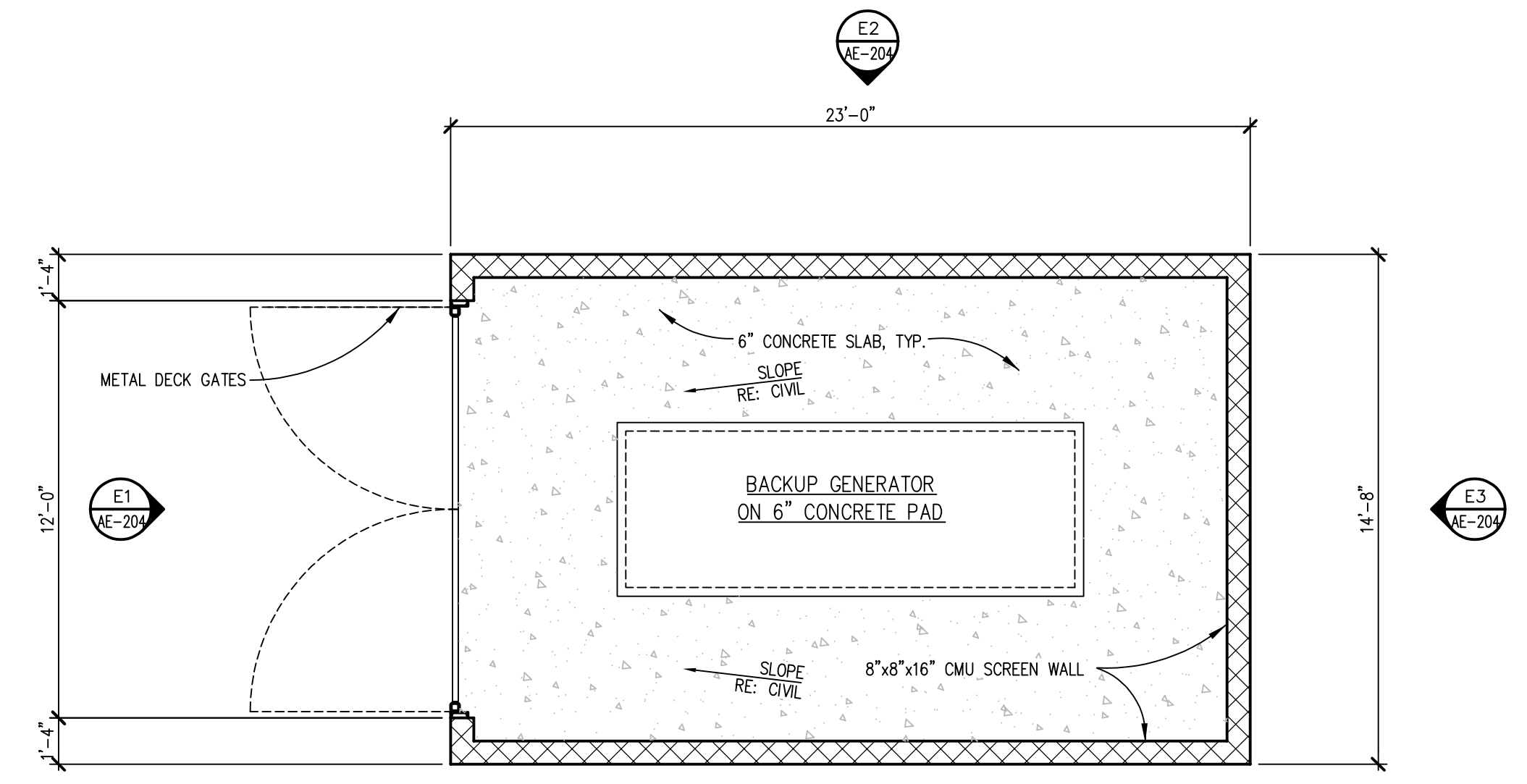
E4
AE-204
 NORTH ELEVATION
 GENERATOR ENCLOSURE
 SCALE: 1/4" = 1'-0" (E2/AE-204 SOUTH ELEVATION SIMILAR)



E3
AE-204
 WEST ELEVATION
 GENERATOR ENCLOSURE
 SCALE: 1/4" = 1'-0"



E1
AE-204
 EAST ELEVATION
 GENERATOR ENCLOSURE
 SCALE: 1/4" = 1'-0"



A1
AE-204
 FLOOR PLAN
 GENERATOR ENCLOSURE
 SCALE: 1/4" = 1'-0"
 PLAN NORTH

PROPERTY OF THE UNITED STATES GOVERNMENT
 FOR OFFICIAL USE ONLY
 DO NOT REMOVE THIS NOTICE
 PROPERLY DESTROY DOCUMENTS WHEN NO LONGER
 NEEDED

NOTE OF EXTENDED CERTIFICATION AND APPROVAL PERIOD PROVISION: THIS CONTRACT ALLOWS THE OWNER TO CERTIFY AND APPROVE BILLINGS AND ESTIMATES WITHIN 21 DAYS AFTER THE BILLING AND ESTIMATES WITHIN 9 DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS AND ESTIMATES. RECEIVED FROM THE CONTRACTOR NOTICE OF EXTENDED PAYMENT PROVISION: THIS CONTRACT ALLOWS THE OWNER TO MAKE PAYMENT WITHIN 9 DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS AND ESTIMATES.

CASE NO.: # PLAN CHECK: #



In Association with
AEI Affiliated Engineers
Affiliated Engineers Inc.
4742 N. 24th Street, Suite 100
Phoenix, Arizona 85016
Tel 602.429.5800 Fax 602.783.5424
AEI Project No. 24669-00



**PRELIMINARY
NOT FOR
CONSTRUCTION
OR RECORDING**

MARK	DATE	DESCRIPTION

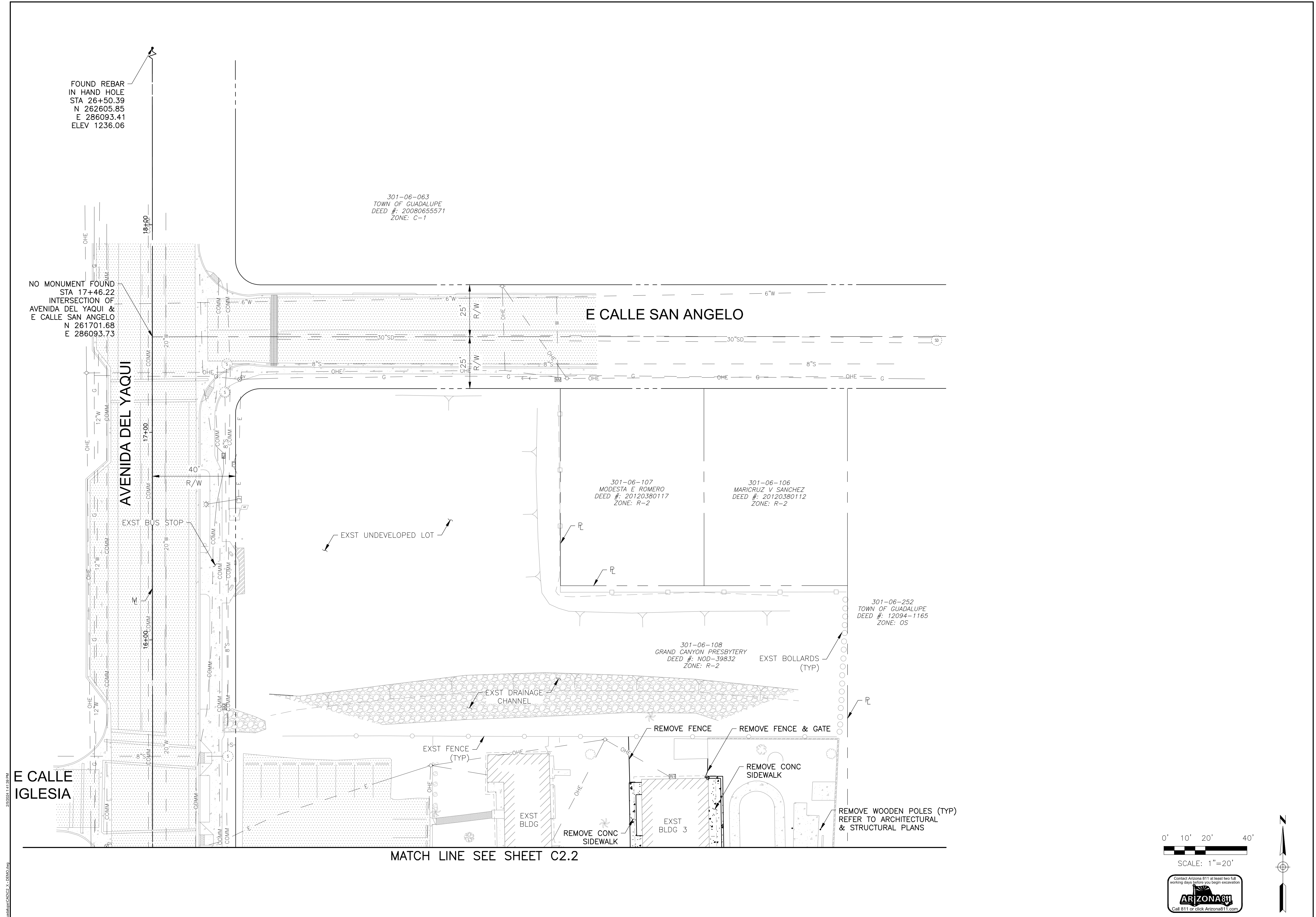
CONTRACTORS	
A/E CON. NO.	75N9023000613
A/E TASK NO.	75N902300008
CONS. CONTR.	-
CONS. WORK	-
PRIME A/E	AEI
SUB A/E	-
CONSTR. CON.	-
BUILDING	
FACILITY CODE	04013-00-8619
BUILDING NO.	21
NAME	NIDDK: Guadalupe Clinic
STREET	8519 S. Avenida del Yaqui
CITY	Guadalupe
STATE/ZIP	AZ 85283
OTHER	-
BUILDING NO.	-
PROJECT	
SPR TASK NO.	Scott Helgeson
PROJ. OFFICER	Brook Jensen
SUBMISSION	35% CD SUBMISSION
SUB. DATE	FEBRUARY 5, 2024
WRK REQ. NO.	0116482

NIH - C166482 Outpatient Research
Clinic Expansion
DEMOLITION PLAN



DESIGNED BY: MEK
DRAWN BY: MEK
CHECKED BY: AK
FILE NAME: C2_X - DEMO.dwg
DRAWING NO.:

C2.1
SHEET 3 OF 12 TOTAL SHEET



FOUND REBAR
IN HAND HOLE
STA 26+50.39
N 262605.85
E 286093.41
ELEV 1236.06

301-06-063
TOWN OF GUADALUPE
DEED #: 20080655571
ZONE: C-1

E CALLE SAN ANGELO

301-06-107
MODESTA E. ROMERO
DEED #: 20120380117
ZONE: R-2

301-06-106
MARICRUZ V. SANCHEZ
DEED #: 20120380112
ZONE: R-2

301-06-252
TOWN OF GUADALUPE
DEED #: 12094-1165
ZONE: OS

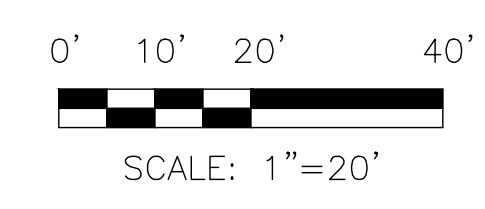
301-06-108
GRAND CANYON PRESBYTERY
DEED #: NOD-39832
ZONE: R-2

NO MONUMENT FOUND
STA 17+46.22
INTERSECTION OF
AVENIDA DEL YAQUI &
E CALLE SAN ANGELO
N 261701.68
E 286093.73

AVENIDA DEL YAQUI

E CALLE
IGLESIA

MATCH LINE SEE SHEET C2.2



PROPERTY OF THE UNITED STATES GOVERNMENT
FOR OFFICIAL USE ONLY
DO NOT REMOVE THIS NOTICE
PROPERLY DESTROY DOCUMENTS WHEN NO LONGER
NEEDED

25/02/2024 1:41:38 PM
C:\Users\jacob\OneDrive\Documents\NIH - C166482 Outpatient Research Clinic Expansion\Drawings\C2_X - DEMO.dwg



In Association with
AEI Affiliated Engineers
Affiliated Engineers Inc.
4742 N. 24th Street, Suite 100
Phoenix, Arizona 85016
Tel 602.429.5800 Fax 602.783.5424
AEI Project No.: 24668-00

LDGI
& **MARTIN WHITE GRIFFIS**
DIBBLE
NORRIS DESIGN
PEOPLE + PLACEMAKING

**PRELIMINARY
NOT FOR
CONSTRUCTION
OR RECORDING**

MARK	DATE	DESCRIPTION

CONTRACTORS

AEI CONL NO: 75N99230D00613
AEI TASK NO: 75N99230F00008
CONS. CONTR.:
CONS. WORK:
PRIME AEI: AEI
SUB AEI:
CONSTR. CON.:

BUILDING

FACILITY CODE: 04013-00-8619
BUILDING NO.: 21
NAME: NIDDK Guadalupe Clinic
STREET: 8519 S. Avenida del Yaqui
CITY: Guadalupe
STATE/ZIP: AZ 85283
OTHER:
BUILDING NO.:

PROJECT

SPR TASK NO.:
PROJ. OFFICER: Scott Helgeson
PROJ. MGR: Brock Jensen
SUBMISSION: 35% CD SUBMISSION
SUB. DATE: FEBRUARY 5, 2024
WRK REQ. NO.: C116482

PROJECT TITLE
NIH - C-166482 Outpatient Research Clinic Expansion

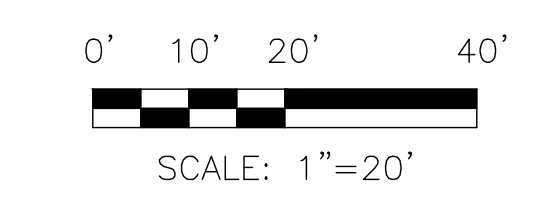
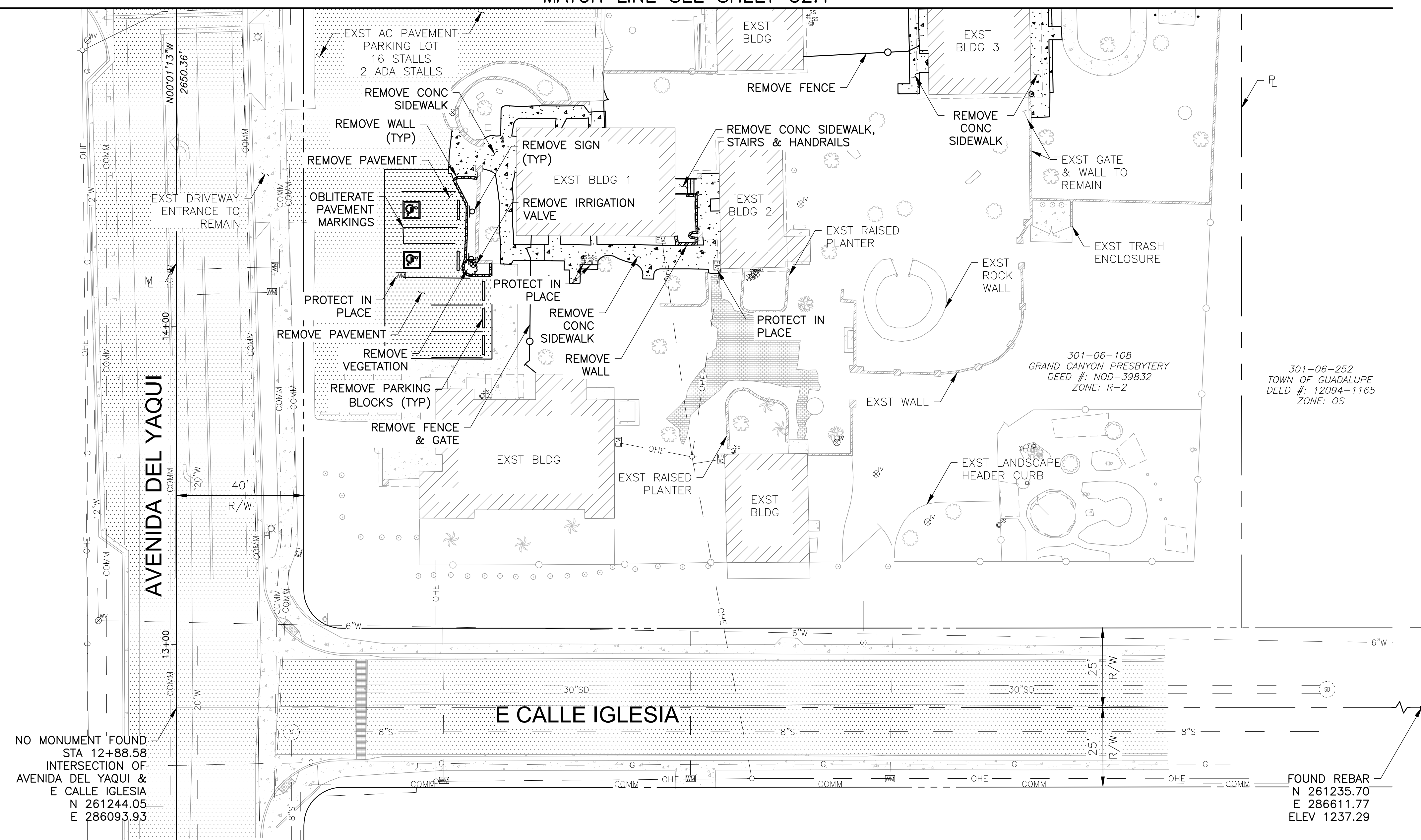
DRAWING TITLE
DEMOLITION PLAN



DESIGNED BY: MEK
DRAWN BY: MEK
CHECKED BY: AK
FILE NAME: C2_X-DEMO.dwg
DRAWING NO.:

C2.2
SHEET 4 OF 12 TOTAL SHEET

MATCH LINE SEE SHEET C2.1



PROPERTY OF THE UNITED STATES GOVERNMENT
FOR OFFICIAL USE ONLY
DO NOT REMOVE THIS NOTICE
PROPERLY DESTROY DOCUMENTS WHEN NO LONGER NEEDED

2502024 1:41:52 PM
C:\2024\12\17\17_NIH_ClinicExpansion\CAD\C2_X-DEMO.dwg



In Association with
AEI Affiliated Engineers
 Affiliated Engineers Inc.
 4742 N. 24th Street, Suite 100
 Phoenix, Arizona 85016
 Tel 602.429.5800 Fax 602.783.5424
 AEI Project No. 24669-00



**PRELIMINARY
 NOT FOR
 CONSTRUCTION
 OR RECORDING**

MARK	DATE	DESCRIPTION

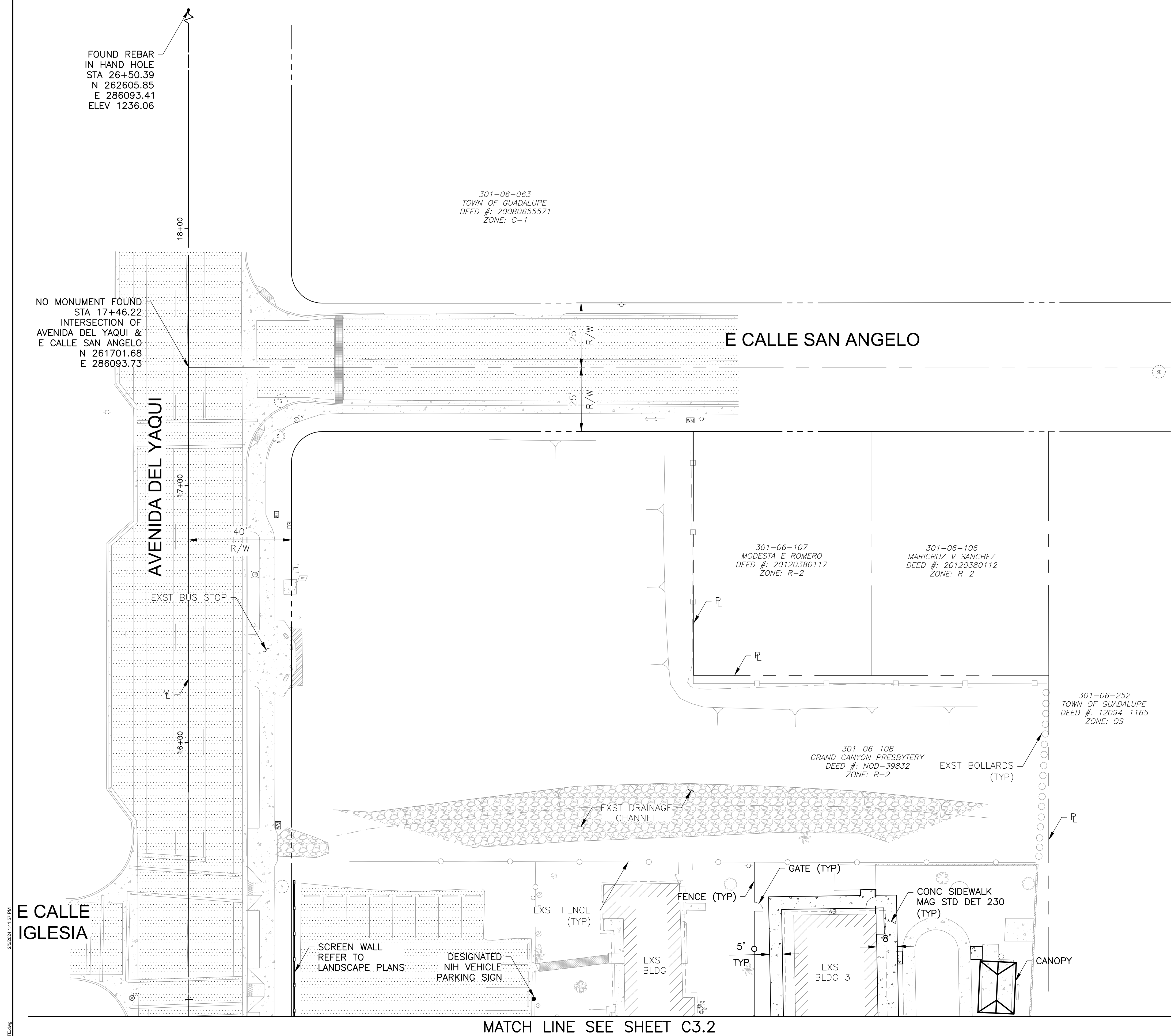
CONTRACTORS	
A/E CON. NO.	75N90230D00613
A/E TASK NO.	75N90230F00008
CONS. CONTR.	-
CONS. WORK	-
PRIME A/E	AEI
SUB A/E	-
CONSTR. CON.	-
BUILDING	
FACILITY CODE	04013-00-8619
BUILDING NO.	21
NAME	NIDDK: Guadalupe Clinic
STREET	8519 S. Avenida del Yaqui
CITY	Guadalupe
STATE/ZIP	AZ 85283
OTHER	-
BUILDING NO.	-
PROJECT	
SPR TASK NO.	Scott Helgeson
PROJ. OFFICER	Brook Jensen
SUBMISSION	35% CD SUBMISSION
SUB. DATE	FEBRUARY 5, 2024
WRK REQ. NO.	CT16482

PROJECT TITLE: NIH - C166482 Outpatient Research Clinic Expansion
 DRAWING TITLE: SITE PLAN

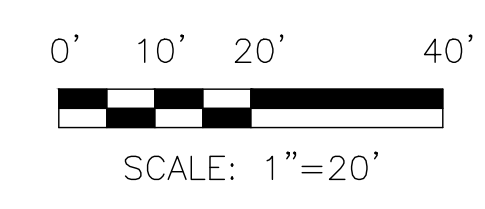


DESIGNED BY: MEK
 DRAWN BY: MEK
 CHECKED BY: AK
 FILE NAME: C3_X - SITE.dwg
 DRAWING NO.:

C3.1
 SHEET 5 OF 12 TOTAL SHEET



- GENERAL NOTES**
1. ALL RADII ARE 3 FEET UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE MEASURED TO FACE OF CURB UNLESS OTHERWISE NOTED.
 3. REFER TO LANDSCAPE PLANS FOR ALL CUSTOM CONCRETE FINISHES, COLORS, JOINT LAYOUTS, GEOMETRIC LAYOUTS AND ADDITIONAL INFORMATION.



PROPERTY OF THE UNITED STATES GOVERNMENT
 FOR OFFICIAL USE ONLY
 DO NOT REMOVE THIS NOTICE
 PROPERLY DESTROY DOCUMENTS WHEN NO LONGER
 NEEDED

2/20/24 12:01:17A NIH - C166482 Outpatient Research Clinic Expansion CADD X - SITE.dwg



In Association with
AEI Affiliated Engineers
Affiliated Engineers Inc.
4742 N. 24th Street, Suite 100
Phoenix, Arizona 85016
Tel 602.429.5800 Fax 602.783.5424
AEI Project No.: 24669-00



**PRELIMINARY
NOT FOR
CONSTRUCTION
OR RECORDING**

MARK	DATE	DESCRIPTION

CONTRACTORS	
AEI CON. NO.	75N99023000613
AEI TASK NO.	75N99023000008
CONS. CONTR.	-
CONS. WORK	-
PRIME AEI	AEI
SUB AEI	-
CONSTR. CON.	-
FACILITY CODE	
BUILDING NO.	04013-00-8619
NAME	21
STREET	NIDDK: Guadalupe Clinic
CITY	8619 S. Avenida del Yaqui
STATE/ZIP	Guadalupe
OTHER	AZ 85283
BUILDING NO.	-
PROJECT	
SPR TASK NO.	Scott Helgeson
PROJ. OFFICER	Brook Jensen
SUBMISSION	35% CD SUBMISSION
SUB. DATE	FEBRUARY 5, 2024
WRK REQ. NO.	0116482

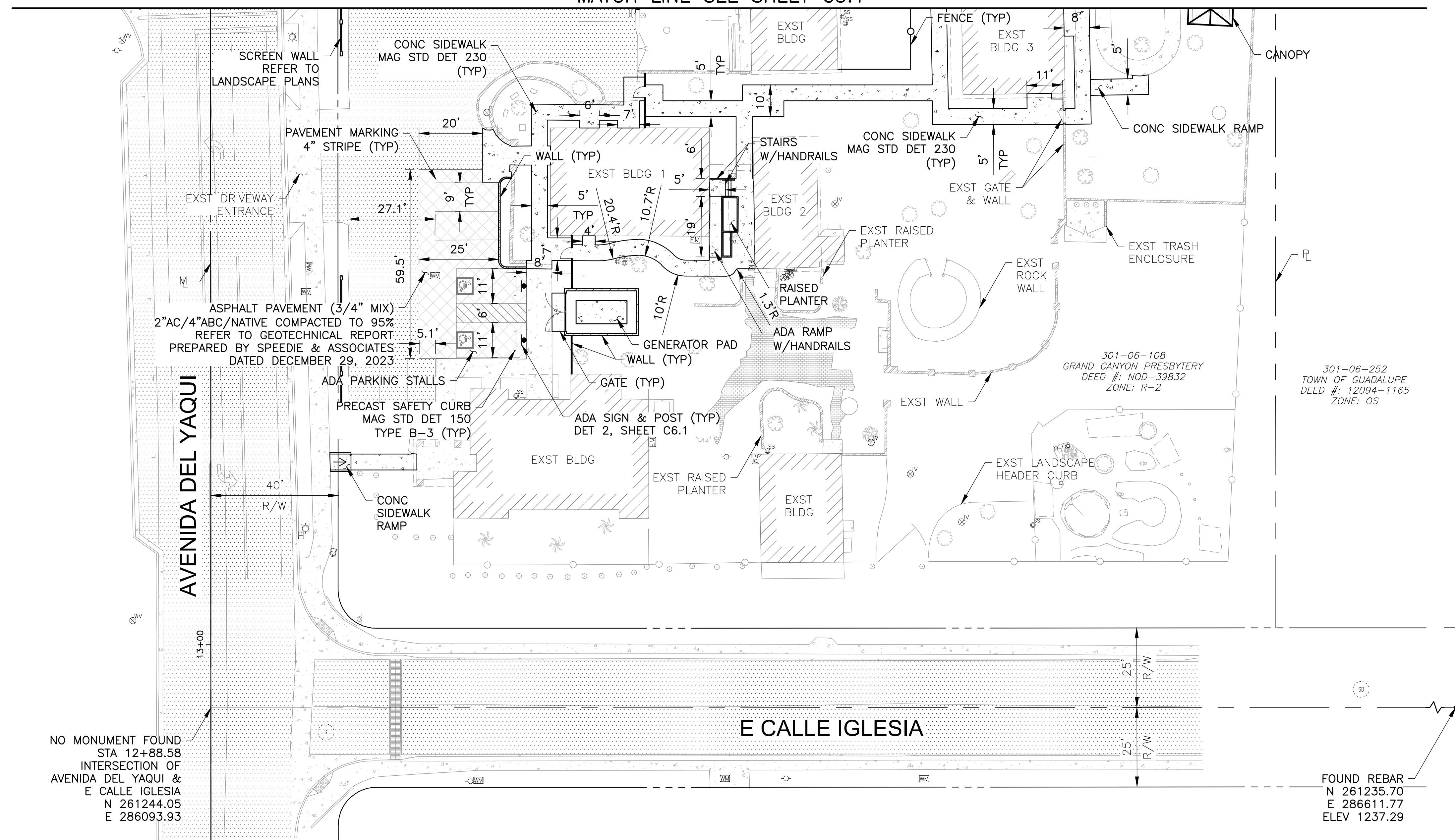
NIH - C166482 Outpatient Research
Clinic Expansion
SITE PLAN



DESIGNED BY MEK
DRAWN BY MEK
CHECKED BY AK
FILE NAME C3_X-SITE.dwg
DRAWING NO.

C3.2
SHEET 6 OF 12 TOTAL SHEET

MATCH LINE SEE SHEET C3.1



NO MONUMENT FOUND
STA 12+88.58
INTERSECTION OF
AVENIDA DEL YAQUI &
E CALLE IGLESIA
N 261244.05
E 286093.93

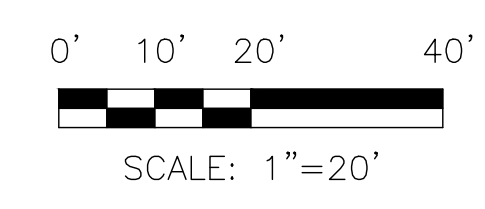
FOUND REBAR
N 261235.70
E 286611.77
ELEV 1237.29

NO MONUMENT FOUND
¼ SECTION CORNER
STA 0+00.00
INTERSECTION OF
AVENIDA DEL YAQUI &
E CALLE GUADALUPE DR
N 259955.46
E 286094.36

PROJECT BENCHMARK
FOUND CITY OF TEMPE
PUBLISHED BENCHMARK
BRASS CAP IN HAND HOLE
AT THE INTERSECTION OF
GUADALUPE RD & HARDY RD
N 259942.35
E 288730.61
ELEV 1216.60

GENERAL NOTES

1. ALL RADII ARE 3 FEET UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE MEASURED TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. REFER TO LANDSCAPE PLANS FOR ALL CUSTOM CONCRETE FINISHES, COLORS, JOINT LAYOUTS, GEOMETRIC LAYOUTS AND ADDITIONAL INFORMATION.



PROPERTY OF THE UNITED STATES GOVERNMENT
FOR OFFICIAL USE ONLY
DO NOT REMOVE THIS NOTICE
PROPERLY DESTROY DOCUMENTS WHEN NO LONGER
NEEDED

2/23/24 12:01:17A NIH-GuadalupeCAD/CD X-SITE.dwg 2/23/24 1:42:52 PM



In Association with
AEI Affiliated Engineers
Affiliated Engineers Inc.
4742 N. 24th Street, Suite 100
Phoenix, Arizona 85016
Tel 602.429.5800 Fax 602.783.5424
AEI Project No. 24669-00



**PRELIMINARY
NOT FOR
CONSTRUCTION
OR RECORDING**

MARK	DATE	DESCRIPTION

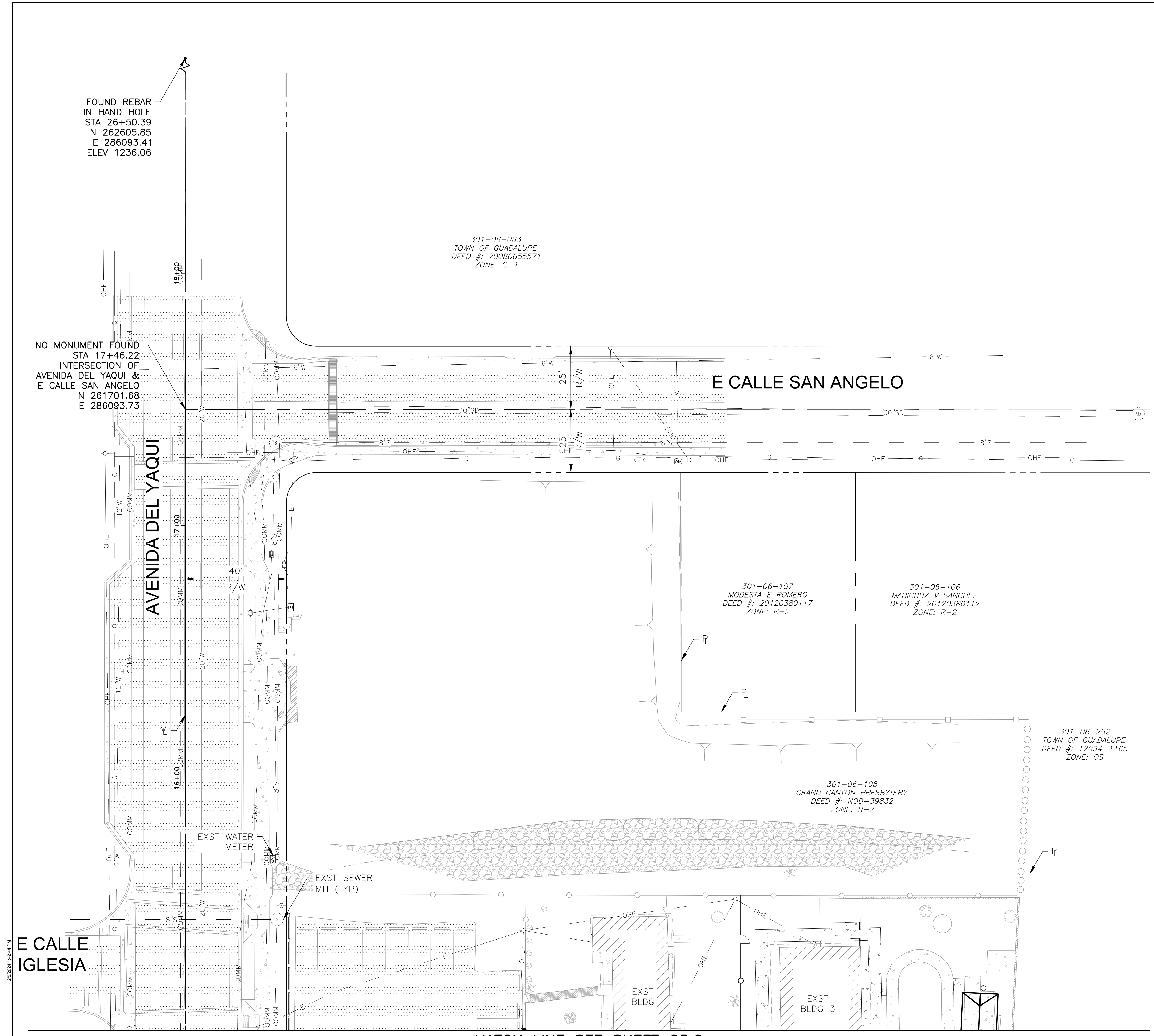
CONTRACTORS	
A/E CON. NO.	75N90230D00613
A/E TASK NO.	75N90230F00008
CONS. CONTR.	-
CONS. WORK	-
PRIME A/E	AEI
SUB A/E	-
CONSTR. CON.	-
BUILDING	
FACILITY CODE	04013-00-8619
BUILDING NO.	21
NAME	NIDDK: Guadalupe Clinic
STREET	8519 S. Avenida del Yaqui
CITY	Guadalupe
STATE/ZIP	AZ 85283
OTHER	-
BUILDING NO.	-
PROJECT	
SPR TASK NO.	Scott Helgeson
PROJ. OFFICER	Brook Jensen
SUBMISSION	35%DD SUBMISSION
SUB. DATE	FEBRUARY 5, 2024
WRK REQ. NO.	C116482

NIH - C166482 Outpatient Research
Clinic Expansion
UTILITY PLAN



DESIGNED BY: MEK
DRAWN BY: MEK
CHECKED BY: AK
FILE NAME: C5_X-UTIL.dwg
DRAWING NO.:

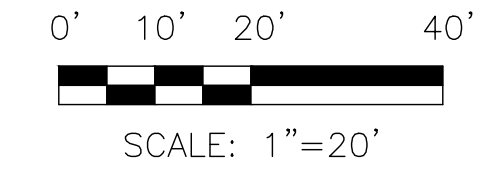
C5.1
SHEET 9 OF 12 TOTAL SHEET



GENERAL NOTES

- EXISTING UTILITIES ARE SHOWN WITH BEST AVAILABLE INFORMATION. NOT ALL UTILITIES MAY BE SHOWN. CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

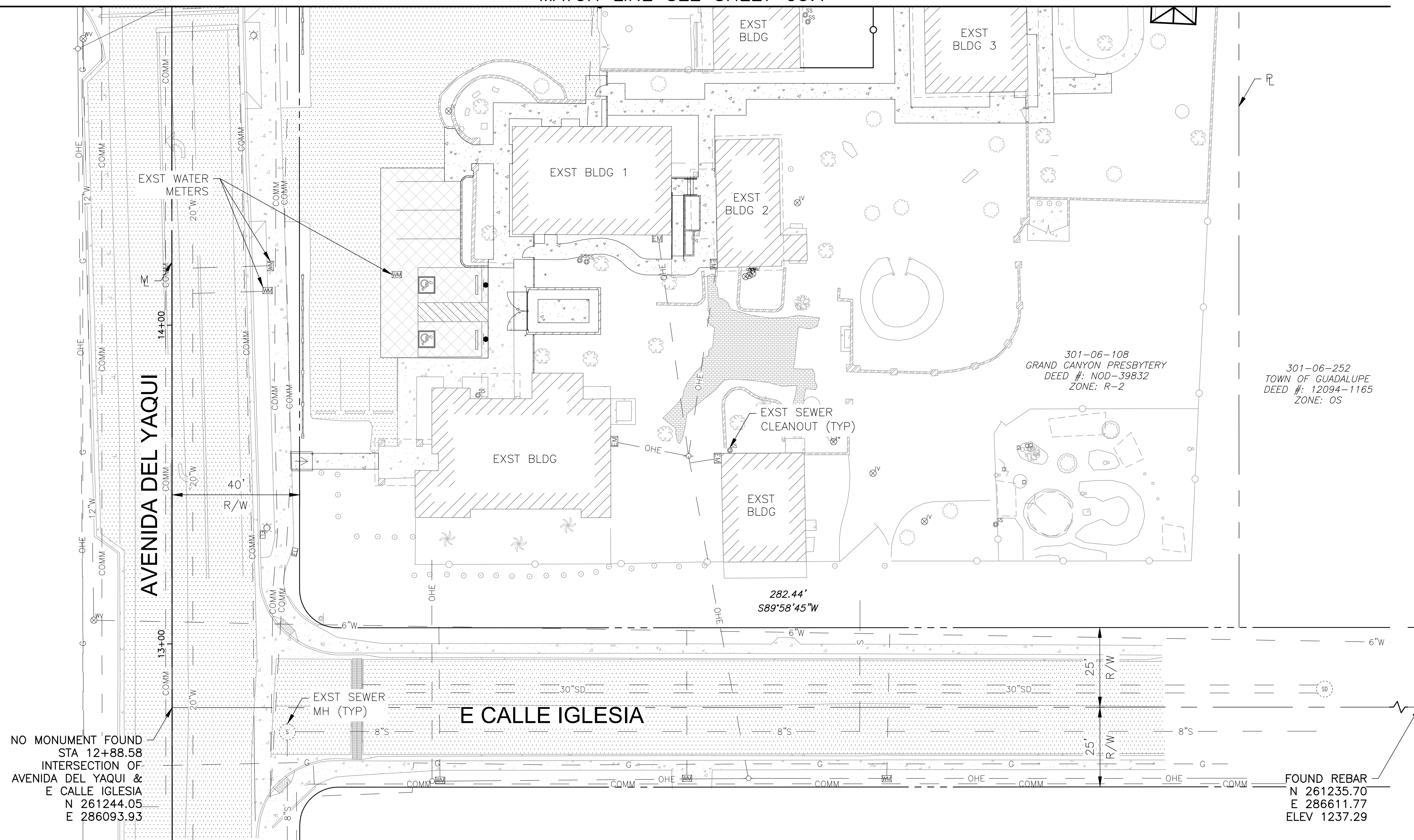
CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATION OF UTILITIES PRIOR TO CONSTRUCTION



PROPERTY OF THE UNITED STATES GOVERNMENT
FOR OFFICIAL USE ONLY
DO NOT REMOVE THIS NOTICE
PROPERLY DESTROY DOCUMENTS WHEN NO LONGER
NEEDED

2/20/24 12:24:14 PM
C:\Users\AK\OneDrive\Documents\NIH - C166482 Outpatient Research Clinic Expansion\X-UTIL.dwg

MATCH LINE SEE SHEET C5.1



NO MONUMENT FOUND
 STA 12+88.58
 INTERSECTION OF
 AVENIDA DEL YAQUI &
 E CALLE IGLESIA
 N 261244.05
 E 286093.93

FOUND REBAR
 N 261235.70
 E 286611.77
 ELEV 1237.29

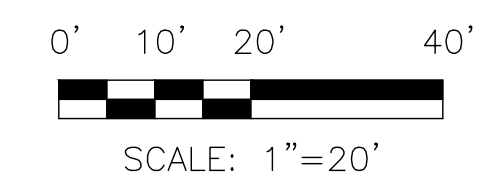
NO MONUMENT FOUND
 1/4 SECTION CORNER
 STA 0+00.00
 INTERSECTION OF
 AVENIDA DEL YAQUI &
 E CALLE GUADALUPE DR
 N 259955.46
 E 286094.36

PROJECT BENCHMARK
 FOUND CITY OF TEMPE
 PUBLISHED BENCHMARK
 BRASS CAP IN HAND HOLE
 AT THE INTERSECTION OF
 GUADALUPE RD & HARDY RD
 N 259942.35
 E 288730.61
 ELEV 1216.60

GENERAL NOTES

- EXISTING UTILITIES ARE SHOWN WITH BEST AVAILABLE INFORMATION. NOT ALL UTILITIES MAY BE SHOWN. CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATION OF UTILITIES PRIOR TO CONSTRUCTION



PROPERTY OF THE UNITED STATES GOVERNMENT
 FOR OFFICIAL USE ONLY
 DO NOT REMOVE THIS NOTICE
 PROPERLY DESTROY DOCUMENTS WHEN NO LONGER
 NEEDED



In Association with
AEI Affiliated Engineers
 Affiliated Engineers Inc.
 4742 N. 24th Street, Suite 100
 Phoenix, Arizona 85016
 Tel 602.429.5800 Fax 602.783.5424
 AEI Project No.: 24669-00

LDGI
 & MARTIN WHITE GRIFFIS
DIBBLE
NORRIS DESIGN
 PEOPLE + PLACEMAKING

**PRELIMINARY
 NOT FOR
 CONSTRUCTION
 OR RECORDING**

MARK	DATE	DESCRIPTION

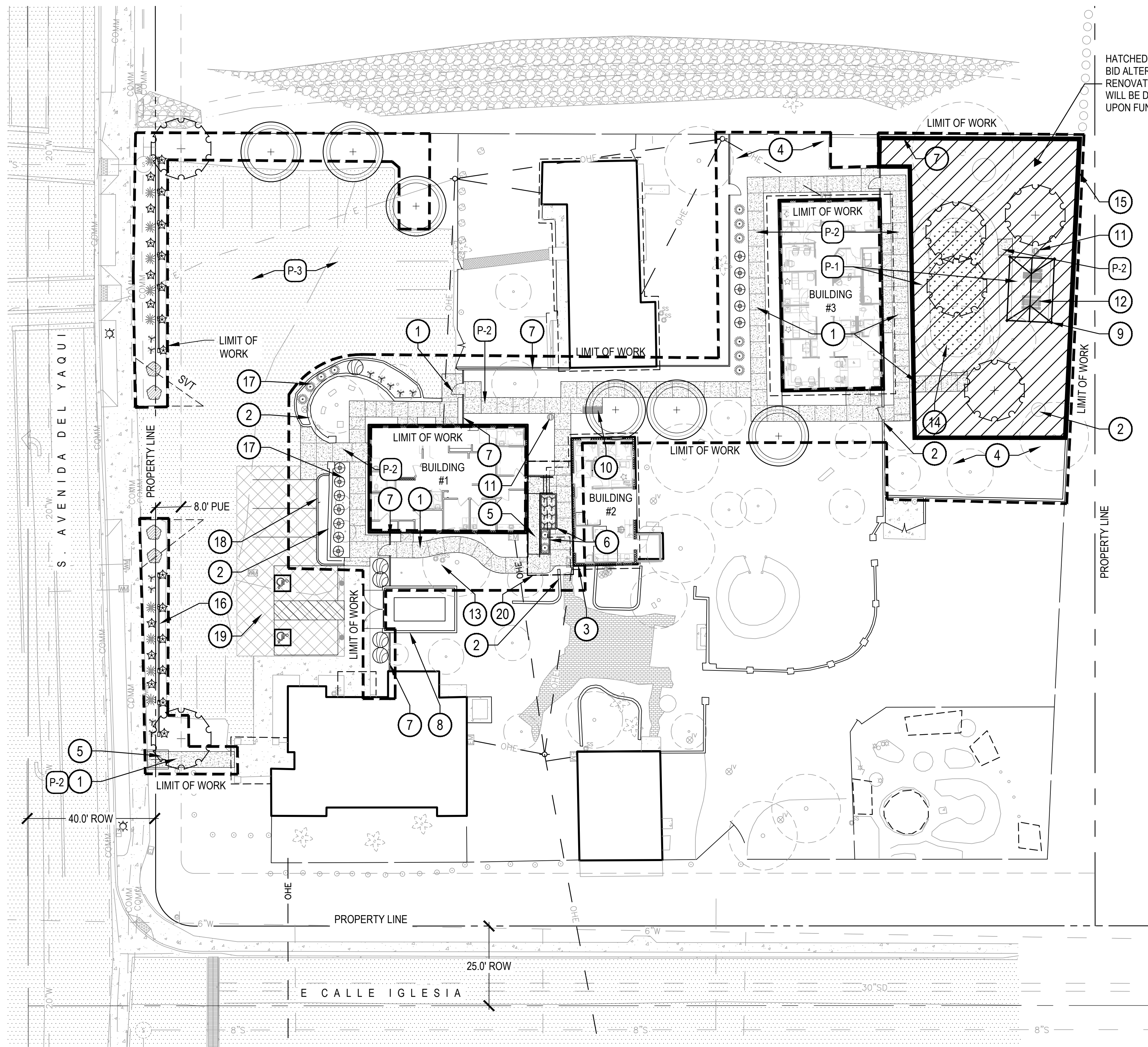
CONTRACTORS	
A/E CON. NO.	75N9023F00013
A/E TASK NO.	75N9023F00008
CONS. CONTR.	-
CONS. WORK	-
PRIME A/E	AEI
SUB A/E	-
CONSTR. CON.	-
BUILDING	
FACILITY CODE	04013-00-8619
BUILDING NO.	21
NAME	NIDDK: Guadalupe Clinic
STREET	8619 S. Avenida del Yaqui
CITY	Guadalupe
STATE/ZIP	AZ 85283
OTHER	-
BUILDING NO.	-
PROJECT	
SPR TASK NO.	Scott Helgeson
PROJ. OFFICER	Brook Jensen
SUBMISSION	35% CD SUBMISSION
SUB. DATE	FEBRUARY 5, 2024
WRK REQ. NO.	C116482

NIH - C166482 Outpatient Research
 Clinic Expansion
 UTILITY PLAN



DESIGNED BY: MEK
 DRAWN BY: MEK
 CHECKED BY: AK
 FILE NAME: C5_X-UTIL.dwg
 DRAWING NO.:

C5.2
 SHEET 10 OF 12 TOTAL SHEET



HATCHED AREA TO BE BID ALTERNATE. RENOVATION EXTENT WILL BE DEPENDENT UPON FUNDING

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	SIZE/TRUNK TYPE CALIPER	QTY
TREES			
(Symbol)	EXISTING TREE TO REMAIN Species Varies	Varies	40
(Symbol)	Parkinsonia x 'Desert Museum' Desert Museum Palo Verde	24" BOX MULTI-TRUNK 1" CAL MIN	6
(Symbol)	Pistacia x 'Red Push' Red Push Pistache	24" BOX STANDARD TRUNK 1" CAL MIN	6
SHRUBS			
(Symbol)	Ruellia penninsularis Desert Ruellia	5 gal	12
ACCENTS			
(Symbol)	Aloe barbadensis Medicinal Aloe	5 gal	20
(Symbol)	Dasyliston wheeleri Desert Spoon	5 gal	10
(Symbol)	Hesperaloe parviflora Red Yucca	5 gal	21
(Symbol)	Opuntia cactanapa 'Ellisiana' Hardy Spineless Prickly Pear	5 gal	5
GRASSES			
(Symbol)	Muhlenbergia rigens Deer Grass	5 gal	12
GROUNDCOVER			
(Symbol)	Eremophila glabra 'Mingew Gold'	5 gal	4
(Symbol)	Outback Sunrise Emu		
NATURAL TURF			
(Symbol)	Midiron Sod		675 SF
(Symbol)	Hybrid Bermuda		SF

- NOTES:**
- ALL EXISTING TREES ON SITE TO REMAIN. CONTRACTOR TO NOTIFY CLIENT/OWNER OF DEAD OR DYING SPECIMENS PRIOR TO CONSTRUCTION
 - IRRIGATION SYSTEM TO BE RESTORED TO PROVIDE DRIP EMITTERS TO ALL EXISTING AND PROPOSED TREES ON SITE.
 - ALL TREES TO BE A MINIMUM OF 7' FROM UNDERGROUND / WET UTILITIES. ROOT BARRIER TO BE APPLIED WHERE APPLICABLE.

KEY NOTES

- PROPOSED PEDESTRIAN PAVING
- EXISTING SITE FEATURE TO REMAIN
- NEW IRRIGATION SYSTEM WILL BE PROVIDED WITH DRIP EMITTERS TO ALL EXISTING AND PROPOSED VEGETATION WITHIN THE LIMIT OF WORK. IRRIGATION SYSTEM WILL BE STUBBED OUT FOR FUTURE EXTENSION TO LANDSCAPE MATERIALS OUTSIDE THE LIMIT OF WORK
- EXISTING LANDSCAPE AREA TO REMAIN
- PROPOSED RAMP, SEE CIVIL PLANS
- PROPOSED RAISED PLANTER
- PROPOSED 6' TALL METAL PICKET FENCE AND LOCKABLE PEDESTRIAN GATE, SEE SHEET LS-002
- NEW GENERATOR ENCLOSURE AND GATE, SEE CIVIL PLANS
- PROPOSED 14'X20' SHADE STRUCTURE. SEE SHEET LS-002
- PROPOSED 6' BENCH WITH BACK, SEE SHEET LS-002
- PROPOSED TRASH RECEPTACLE, SEE SHEET LS-002
- PROPOSED PICNIC TABLE. 1 OF 2 PICNIC TABLES TO INCLUDE ACCESSIBLE SEATING, SEE SHEET LS-002
- EXISTING BENCH TO BE RELOCATED ON SITE. LOCATION TO BE COORDINATED WITH OWNER / CONTRACTOR PRIOR TO CONSTRUCTION
- PROPOSED NATURAL TURF, SEE PLANT SCHEDULE
- SECTIONS OF CMU BLOCK PROPERTY WALL ALONG EASTERN EDGE OF LIMIT OF WORK TO BE REPAIRED AS NECESSARY TO MATCH EXISTING. CONTRACTOR TO COORDINATE AREAS WITH OWNER PRIOR TO INSTALLATION
- 3' TALL 4'X8'X16" CMU BLOCK WITH 8'X8'X16" H-PILASTER PARKING LOT SCREENING WALL, TYPICAL. SEE SHEET LS-002
- NEW PLANT MATERIAL AT EXISTING PLANTER
- RECONFIGURED RAISED PLANTER WITH TYPE 1 DECOMPOSED GRANITE AT BASE OF EXISTING WALL, TO MATCH EXISTING NORTH OF BUILDING 1 ENTRANCE ADJACENT TO PARKING LOT
- NEW ASPHALT AT PARKING LOT, SEE CIVIL PLANS
- PROPOSED ARCHITECTURAL CANOPY, SEE ARCHITECTURE PLANS

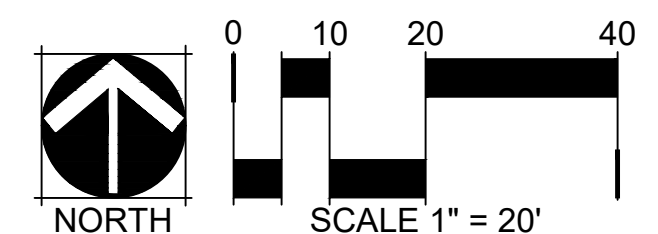
PAVING SCHEDULE

- (P-1) TYPE 1 - PEDESTRIAN CONCRETE EXISTING TO REMAIN
- (P-2) TYPE 2 - PROPOSED PEDESTRIAN CONCRETE FINISH: LIGHT BROOM TO MATCH EXISTING COLOR: NATURAL GRAY TYPE: PEDESTRIAN RATED
- (P-3) TYPE 3 - ASPHALT AT PARKING LOT EXISTING TO REMAIN

TOPDRESS SCHEDULE

- (T-1) TYPE 1 - DECOMPOSED GRANITE ALL EXISTING TO REMAIN ON SITE. CONTRACTOR TO APPLY 2" MINIMUM DEPTH OF DECOMPOSED GRANITE TO AREAS DISTURBED BY CONSTRUCTION OR TREE / PLANT INSTALLATION. CONTRACTOR TO PROVIDE SAMPLE TO MATCH EXISTING MATERIAL ON SITE IN COLOR AND SIZE

- NOTES:**
- CONTRACTOR TO PROVIDE SAMPLES OF ALL TOPDRESS MATERIALS TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
 - FEATHER NEW DECOMPOSED GRANITE INSTALLED DUE TO DISTURBANCE / CONSTRUCTION INTO EXISTING LANDSCAPE AREAS BEYOND LIMIT OF WORK



PROPERTY OF THE UNITED STATES GOVERNMENT
FOR OFFICIAL USE ONLY
DO NOT REMOVE THIS NOTICE
PROPERLY DESTROY DOCUMENTS WHEN NO LONGER NEEDED

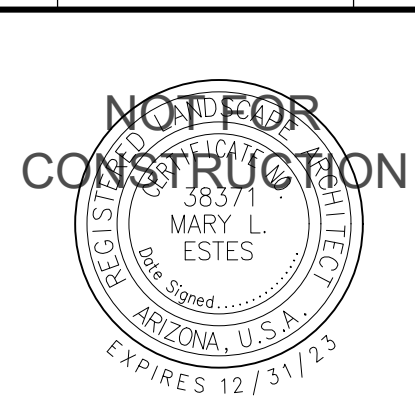


In Association with
Affiliated Engineers
Affiliated Engineers Inc.
4742 N. 24th Street, Suite 100
Phoenix, Arizona 85016
Tel 602.429.5800 Fax 602.783.5424
AEI Project No.: 24869-00



MARTIN WHITE GRIFFIS
STRUCTURAL ENGINEERS, P.C.

DIBBLE
NORRIS DESIGN
PEOPLE + PLACEMAKING



MARK	DATE	DESCRIPTION
1	12/22/2023	35% PERMIT REVIEW
2	02/05/2024	35% PERMIT REVIEW

CONTRACTORS
A/E CON. NO. 75N9920300013
A/E TASK NO. 75N9923F00008
CONS. CONTR. -
CONS. WORK -
PRIME A/E AEI
SUB A/E NORRIS DESIGN
CONSTR. CON.

FACILITY CODE 04013-00-8619
BUILDING NO. 21
NAME NIDDK Guadalupe Clinic
STREET #6119 S. Avenida del Yaqui
CITY Guadalupe
STATE/ZIP AZ 85283
OTHER BUILDING NO.

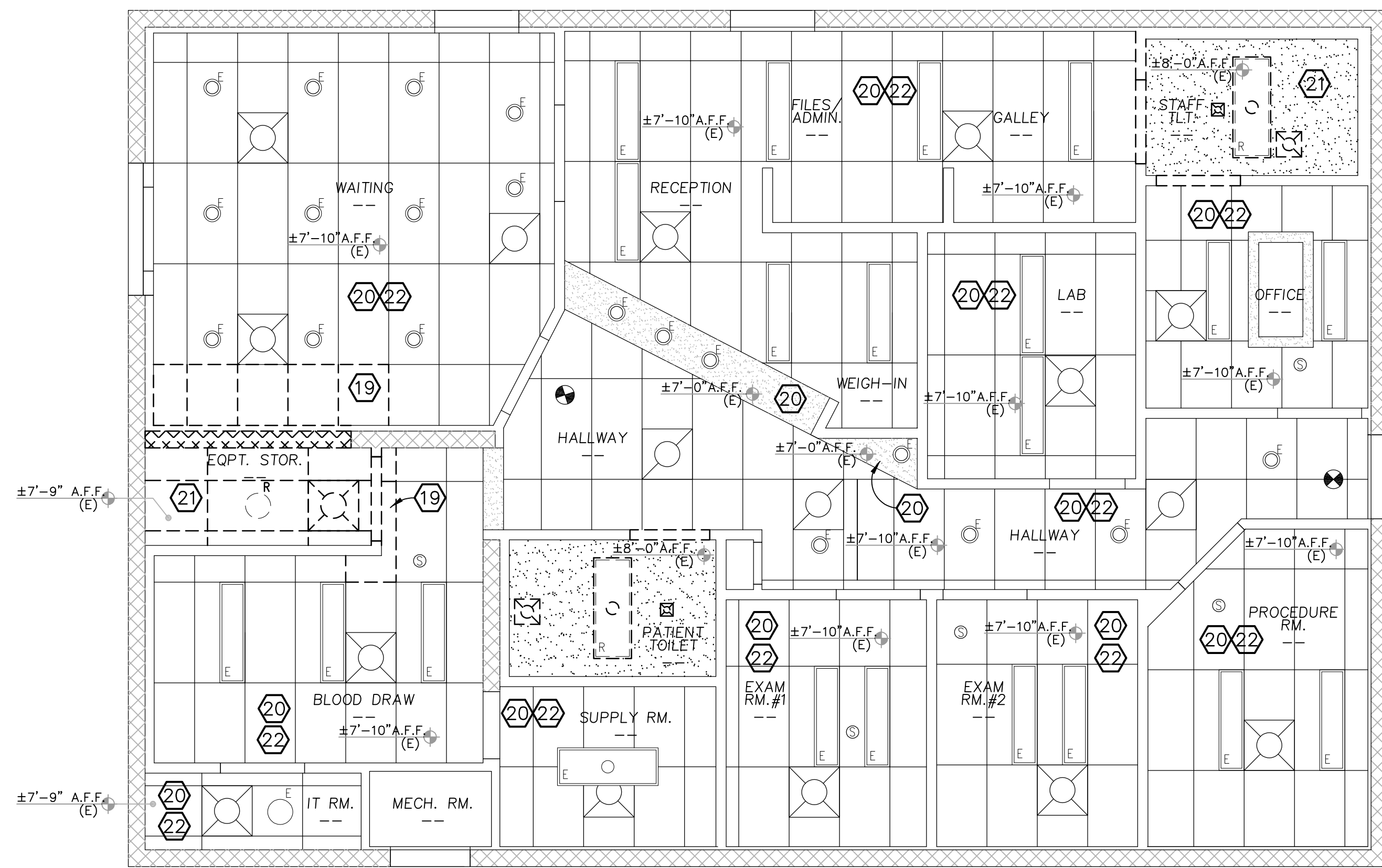
SPR TASK NO.
PROJ. OFFICER Scott Helgeson
PROJ. MGR Brock Jensen
SUBMISSION 35% DD SUBMISSION
SUB. DATE DECEMBER 22, 2023
W/RK REG. NO. 0116482

NIH - C166482 Outpatient Research
Clinic Expansion
LANDSCAPE PLAN

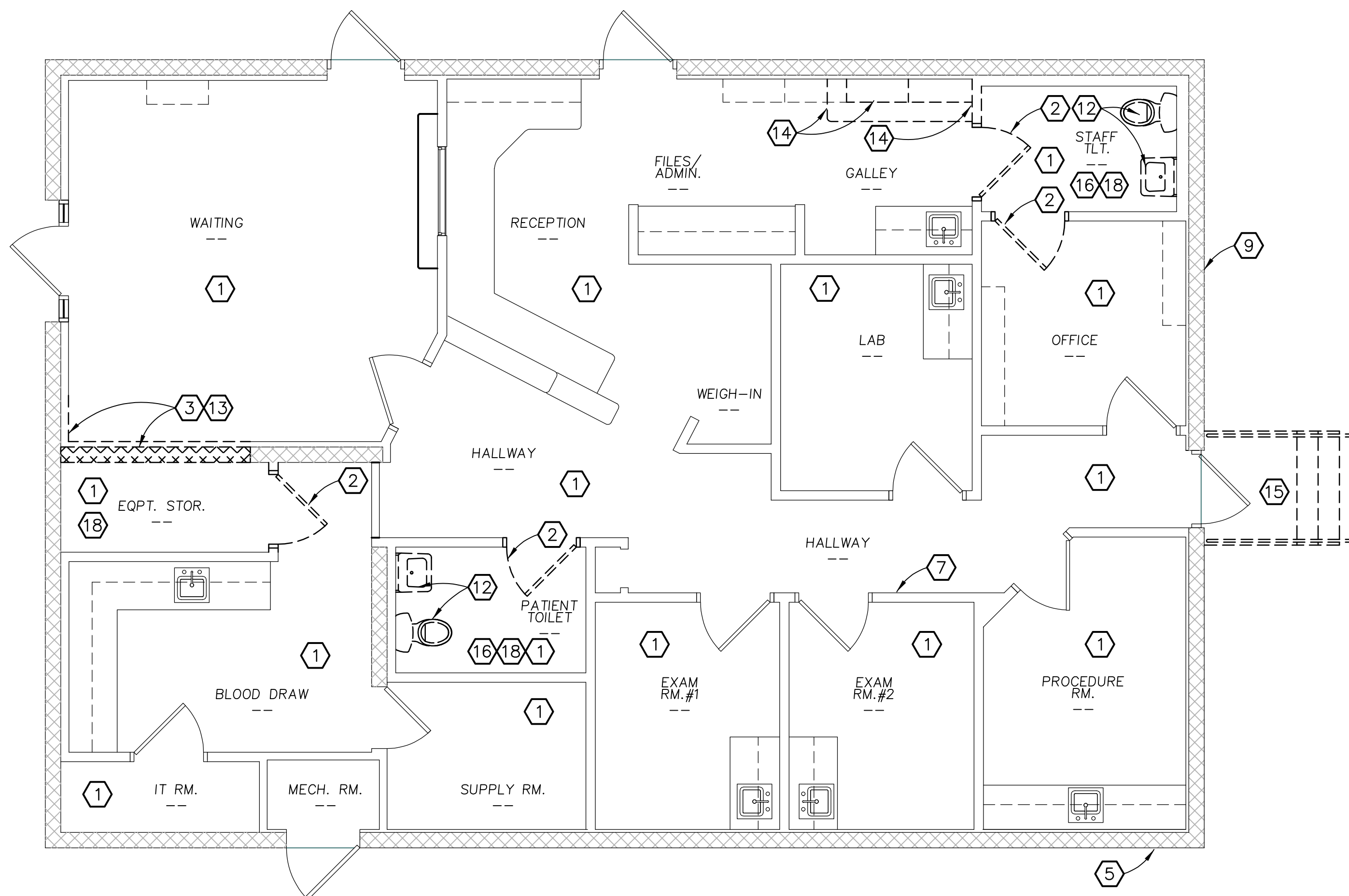
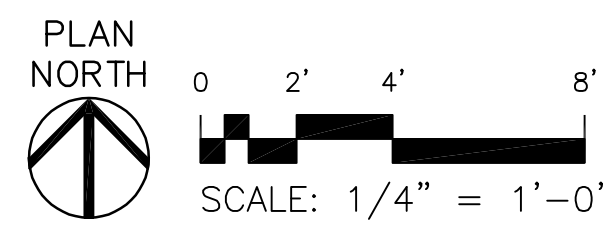


DESIGNED BY KZ
DRAWN BY KZ
CHECKED BY ME
FILE NAME
DRAWINGS NO.

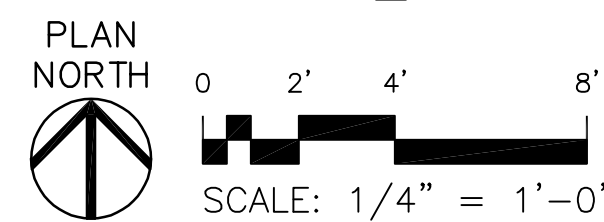
LP-101
SHEET 1 OF 1 TOTAL SHEET



D2
AD-101
DEMOLITION REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"



D1
AD-101
BUILDING 1
DEMOLITION FLOOR PLAN
SCALE: 1/4" = 1'-0"



DEMOLITION PLAN GENERAL NOTES:

- CONTRACTOR SHALL PERFORM ALL WORK REQUIRED FOR PROPER COMPLETION OF THIS PROJECT. DOCUMENTS MAY NOT INDICATE ALL EXISTING CONDITIONS AT THE WORK SITE. WHERE UNFORESEEN OR CONCEALED CONDITIONS VARY SIGNIFICANTLY FROM THOSE INDICATED HEREIN, NOTIFY THE TENANT BEFORE PROCEEDING WITH WORK.
- ALL WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
- GRIDS WHEN SHOWN ARE FOR REFERENCE ONLY. CONTRACTOR TO SET CONTROL POINTS FOR LAYOUT.
- UNDER NO CIRCUMSTANCES SHALL CONSTRUCTION ACTIVITIES INTERFERE WITH THE SAFETY OF THE PUBLIC, LANDLORD, TENANTS, EMPLOYEES OR CONSTRUCTION PERSONNEL.
- CONTRACTOR IS RESPONSIBLE FOR SEQUENCE, MEANS AND METHODS OF CONSTRUCTION.
- CONTRACTOR TO VERIFY ALL EXISTING FIRE RATED PARTITIONS COMPLY WITH CURRENT UL STANDARDS AND REPORT ANY DISCREPANCIES TO THE OWNER/TENANT.
- WHERE EXISTING APPLIED FIREPROOFING IS DISTURBED DURING CONSTRUCTION ACTIVITIES, CONTRACTOR TO REPAIR AS REQUIRED TO MAINTAIN EXISTING U.L. RATING.
- GC IS RESPONSIBLE TO PROVIDE AND INSTALL IN A SAFE MANNER ADEQUATE SHORING, BLOCKING AND ANCHORAGE AS REQUIRED.
- DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. ENLARGED PLANS SHALL HAVE PRECEDENCE OVER SMALLER SCALE PLANS. CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO BEGINNING WORK.
- SALVAGE AND RE-USE EXISTING COMPONENTS WHEN POSSIBLE. CONTRACTOR TO COORDINATE WITH TENANT FOR STORAGE OF UNUSED SALVAGED COMPONENTS.
- PROVIDE ALL DEMOLITION WORK SHOWN ON THE DRAWINGS AND ALL RELATED AND INCIDENTAL DEMOLITION WORK AS REQUIRED TO COMPLETE ALL NEW CONSTRUCTION WORK. REFER ALSO TO STRUCTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS FOR ADDITIONAL DEMOLITION SCOPE AND REQUIREMENTS.
- REMOVE ENTIRE WALL ASSEMBLIES INDICATED TO BE DEMOLISHED, INCLUDING CONCEALED ELEMENTS WITHIN PARTITIONS AND ABOVE-CEILING CONSTRUCTION CONDITIONS.
- CONTRACTOR TO VERIFY ALL EXISTING SMOKE- AND/OR FIRE-RATED PARTITIONS AND APPARENT FIRE INTEGRITY PRIOR TO AND DURING CONSTRUCTION. EXISTING TO REMAIN SMOKE- AND/OR FIRE-RATED PARTITIONS ARE AS INDICATED IN ACCORDANCE WITH DRAWINGS PROVIDED BY THE LANDLORD. NOTIFY THE TENANT OF ANY DISCREPANCIES DISCOVERED OR UNCOVERED IN THE COURSE OF CONSTRUCTION OPERATIONS.
- FIELD VERIFY ALL EXISTING CONDITIONS, PRIOR TO THE START OF DEMOLITION OPERATIONS BRING ANY DISCREPANCIES WHICH MAY SIGNIFICANTLY AFFECT DEMOLITION OR NEW CONSTRUCTION WORK TO THE ATTENTION OF THE ARCHITECT FOR REVIEW.
- REMOVE DEMOLITION MATERIALS PROMPTLY AND DISPOSE OF LEGALLY OFF SITE.
- DO NOT ALTER THE STRUCTURAL INTEGRITY OF THE EXISTING BUILDING OR ITS ASSEMBLIES UNLESS SPECIFICALLY NOTED OTHERWISE. PROTECT COLUMNS AND OTHER BUILDING STRUCTURAL ELEMENTS DURING DEMOLITION AND CONSTRUCTION OPERATIONS AND ACTIVITIES.
- UPON REMOVAL OF FINISH MATERIALS INDICATED OR REQUIRED, PREPARE SUBSTRATE TO RECEIVE NEW FINISH. COORDINATE WITH ROOM FINISH SCHEDULE. REPAIR ANY EXISTING DAMAGE, OR DAMAGE ARISING FROM DEMOLITION OPERATIONS, TO MATCH EXISTING AND AS NECESSARY FOR INSTALLATION OF NEW FINISHES.
- PATCH AND REPAIR ALL DAMAGE ARISING FROM DEMOLITION OPERATIONS TO FLOOR, WALL AND CEILING SURFACES, AS REQUIRED TO MATCH EXISTING. PATCH ALL SPALLED CONCRETE CAUSED BY PARTITION REMOVAL. REMOVE ANY EXTRANEOUS MATERIAL AND PATCH ANY DEPRESSIONS IN EXISTING SURFACES TO REMAIN.
- UPON COMPLETION OF DEMOLITION AND CONSTRUCTION OPERATIONS, REMOVE TEMPORARY BARRIERS AND REPAIR ANY DAMAGE CAUSED BY THEIR INSTALLATION OR PRESENCE TO "LIKE NEW" CONDITION.
- PATCH AND REPAIR ALL OPENINGS IN AND/OR PENETRATIONS THROUGH EXISTING FIRE RATED ASSEMBLIES AND SMOKE BARRIER ASSEMBLIES.
- WHERE PARTITIONS HAVE BEEN REMOVED AND AT ALL UNEVEN AREAS AND DEPRESSIONS IN EXISTING CONCRETE FLOOR CONSTRUCTION, PROVIDE SELF-LEVELING CEMENTITIOUS UNDERLAYMENT AS REQUIRED TO PROVIDE SUITABLE BASE CONDITION FOR NEW FINISHES AND NEW CONSTRUCTION.
- REMOVE ALL MISCELLANEOUS ACCESSORIES AS NECESSARY TO FACILITATE INSTALLATION OF NEW FINISHES.
- WHEREVER EXISTING EQUIPMENT, FIXTURES, PIPING, DUCTWORK, ETC. ARE REQUIRED TO BE REMOVED, SUCH REMOVAL TO INCLUDE ALL ASSOCIATED ITEMS SUCH AS FASTENERS, ANCHORS, SUPPORTS, HANGERS, ETC.
- PRIOR TO DEMOLITION, CONTRACTOR TO MEET WITH THE TENANT(S) TO DECIDE WHICH EXISTING ITEMS, MATERIALS AND EQUIPMENT ARE SCHEDULED TO BE SALVAGED AND RETURNED TO TENANT AND/OR LANDLORD.

DEMOLITION KEY NOTES

- REMOVE ALL REMAINING FLOOR COVERING/BASE/FINISHES AND ADHESIVES. FILL ALL HOLES AND SPALLED CONCRETE WITH A SELF-LEVELING HYDRAULIC CEMENT (ARDEX K15 OR EQUAL), PATCH, LEVEL AND SMOOTH TO RECEIVE NEW SCHEDULED FLOORING.
- REMOVE EXISTING DOOR(S), FRAME AND, HARDWARE, TYP. REFRAME OPENING MATCHING EXISTING ADJACENT CONSTRUCTION, WHERE APPLICABLE.
- REMOVE SECTION OF WALL (INTERIOR OR EXTERIOR) REFRAME/IN-FILL OPENING AS REQUIRED TO RECEIVE NEW WORK. REFER TO STRUCTURAL DWGS FOR ADDITIONAL INFORMATION.
- SAW-CUT CONCRETE SLAB AND TRENCH AS REQUIRED TO INSTALL NEW UNDERGROUND PLUMBING/ELECTRICAL WORK, TYP. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION. BACKFILL AND PROPERLY COMPACT SUB-BASE AND PATCH CONCRETE SLAB. ALIGN (E) AND (N) FINISH SURFACE ELEVATIONS SUCH AS THERE ARE FLUSH.
- EXISTING SERVICE ENTRY AND ELECTRICAL PANELS TO REMAIN.
- EXISTING ELECTRICAL PANEL TO BE REMOVED. REFER TO ELECTRICAL DRAWINGS.
- EXISTING ELECTRICAL PANEL TO BE REMAIN.
- EXISTING LIGHT FIXTURES TO BE REMOVED, TYP.
- EXISTING EXTERIOR WALLS OF BUILDING, TYP.
- EXISTING STRUCTURAL COLUMN TO REMAIN, TYP.
- OPEN TO STRUCTURE ABOVE, TYP.
- REMOVE EXISTING PLUMBING FIXTURE, REFER TO RENOVATION PLAN AND PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION, TYP.
- REMOVE WALL FLOORING AND RELATED FRAMING, TYP. PATCH AND REPAIR REMAINING SURFACE TO RECEIVE NEW WALL FLOORING AND FRAMING.
- REMOVE EXISTING CASEWORK, PATCH, REPAIR WALL TO RECEIVE NEW WALL FINISHES WHERE APPLICABLE, TYP.
- REMOVE EXISTING CONCRETE STAIRS, AND GUARDRAIL, TYP. PREPARE AREA TO RECEIVE NEW WORK, REFER TO RENOVATION, CIVIL, AND LANDSCAPE PLANS.
- REMOVE ALL TOILET ACCESSORIES, PASS-THRU, ETC.
- REMOVE ALL FIXTURES, DEVICES AND UTILITIES INDICATED (RE: MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS) CUT AND PATCH DRYWALL TO REMOVE ASSOCIATED PIPING, CONDUIT AND SUPPORTS. DO NOT LEAVE ABANDONED ITEMS IN PLACE.
- PATCH AND REPAIR ALL DAMAGED WALLS, MATCH ADJACENT EXISTING WALL CONSTRUCTION. PREPARE SURFACE TO RECEIVE NEW FINISHES AND EQUIPMENT, TYP.
- RECONFIGURE EXISTING CEILING GRID SYSTEM TO RECEIVE NEW PARTITION.
- EXISTING CEILING SYSTEM TO REMAIN U.N.O., TYP.
- REMOVE CEILING SYSTEM, LIGHTS MECHANICAL GRILLES/REGISTERS, TYP. REFER TO ELECTRICAL AND MECHANICAL PLANS FOR ADDITIONAL INFORMATION.
- REPLACED DAMAGED, SOUFFED, STAINED ACOUSTICAL CEILING PANELS IN KIND WITH NEW, TYP.
- REMOVE EXISTING WINDOW ASSEMBLY, TYP. PREPARE OPENING TO RECEIVE NEW WORK, WHERE OPENING IS TO BE IN-FILLED, MATCH EXISTING ADJACENT CONSTRUCTION.
- REMOVE EXISTING ROOF ASSEMBLY AND STRUCTURAL SUPPORT, COLUMNS, FOOTING, ETC., TYP. PREPARE EXTERIOR WALL ASSEMBLY TO RECEIVE NEW ROOF FRAMING STRUCTURE AND NEW ROOFING ASSEMBLY.
- REMOVE EXISTING GARDEN SHADE AND ANY RELATED ELEMENTS. REMOVE CONCRETE STEP, AND REPAIR CRACKS IN CONCRETE PAD, AND MAKE CONCRETE PAD READY TO PROVIDE A SUITABLE BASE CONDITION FOR NEW NEW CONSTRUCTION.
- ADDRESS AND CORRECT ALL CRACKS AND SETTLEMENT DAMAGES AND CRACKS AROUND THE BUILDING PERIMETER. REFER TO STRUCTURAL AND GEO-TECHNICAL REPORT FOR ADDITIONAL INFORMATION, TYP.
-

DEMOLITION PLANS LEGEND

- NOTE: NOT ALL SYMBOLS DEPICTED MAY BE USED ON THE PLANS.
- # DEMOLITION KEYED NOTES
 - AREA NOT IN SCOPE OF PROJECT
 - EXISTING DOOR TO REMAIN
 - EXISTING DOOR TO BE REMOVED
 - EXISTING WINDOW TO BE DEMOLISHED/REMOVED
 - EXISTING WALL TO BE DEMOLISHED/REMOVED
 - EXISTING MASONRY WALL TO BE DEMOLISHED/REMOVED
 - ±8'-6" (E) INDICATES AN EXISTING CEILING, SOFFIT OR BULKHEAD HEIGHT
 - EXISTING 2X SUSPENDED CEILING TO BE DEMOLISHED/REMOVED OR MODIFIED.
 - EXISTING GYP. BD. CEILING TO BE DEMOLISHED/REMOVED OR MODIFIED.
- ELECTRICAL SYMBOL TYPES:**
(LIGHT FIXTURES WITH THE DENOMINATION (E) ARE TO REMAIN. SEE ELECTRICAL DWGS. FOR MORE INFORMATION)
- EXISTING CEILING MOUNTED 2'x4' OR 2'x2' LIGHT FIXTURE TO BE REMOVED
 - EXISTING RECESSED CAN LIGHT TO BE REMOVED.
 - EXISTING SURFACE MOUNTED LIGHT TO BE REMOVED.
 - EXISTING SMOKE DETECTOR
 - EXISTING SMOKE DETECTOR TO BE REMOVED
- MECHANICAL SYMBOL TYPES:**
(SEE MECH. DWGS. FOR MORE INFORMATION)
- EXISTING RETURN AIR / EXHAUST GRILLE TO BE REMOVED
 - EXISTING SUPPLY AIR DIFFUSER TO BE REMOVED
 - EXISTING EXHAUST GRILLE TO BE REMOVED
 - EXISTING RETURN AIR GRILLE TO REMAIN.
 - EXISTING SUPPLY AIR DIFFUSER TO REMAIN.
 - EXISTING EXHAUST GRILLE TO REMAIN.



In Association with
A&I Affiliated Engineers
Affiliated Engineers Inc.
4742 N. 24th Street, Suite 100
Phoenix, Arizona 85016
Tel 602.429.5800 Fax 602.783.5424
A&I Project No. 24849-00



4537
ARNALD J. LONGEAU
A&I Signed on Behalf
ARIZONA U.S.A.

MARK	DATE	DESCRIPTION

CONTRACTORS	
A&I CON. NO.	75N9902000013
A&I TASK NO.	75N99023F0008
CONS. CONTR.	-
CONS. WORK	-
PRIME A&I	A&I
SUB A&I	LDGI
CONSTR. CON.	-
FACILITY CODE	
FACILITY CODE	04013-00-8619
BUILDING NO.	1
BUILDING	
NAME	NIDDK Guadalupe Clinic
STREET	6619 S. Avenida del Yopal
CITY	Guadalupe
STATE/ZIP	AZ 85283
OTHER	Other Building
BUILDING NO.	-
SPB TASK NO.	
SPB TASK NO.	SPB Task
PROJ. OFFICER	
PROJ. MGR.	Scott Helgeson
SUBMISSION	30% DESIGN DEVELOPMENT
SUB. DATE	
SUB. DATE	12/22/2023
WRK REG. NO.	
WRK REG. NO.	C116442

NIH-C1166482 Satellite Clinic and Lab Renovation and Expansion
BUILDING 1
DEMOLITION FLOOR PLAN AND RCP



DESIGNED BY AL
DRAWN BY AL
CHECKED BY AL
FILE NAME -
DRAWING NO.

AD-101
SHEET OF - TOTAL SHEET

Drawing: C:\Users\mehar\OneDrive - 166-ae.com\Projects\NY-23\23015.00 - C115469 NIH Satellite Clinic_0\0 Design Deliverables-DWG\Architecture\C115469 NIH Satellite Clinic_Sheets\AD-101 Building 1 Demolition Floor Plan.dwg
Date: Feb 14, 2024, 14:5pm
Layout: AD-101 Building 1 Demolition Floor Plan and RCP
Plotted by: mhar

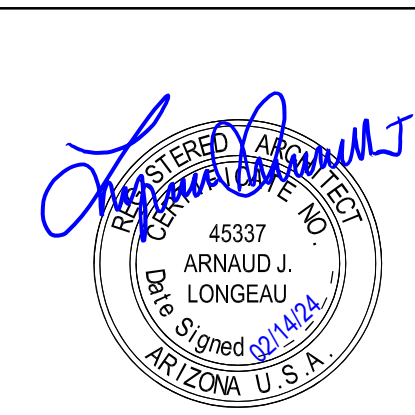
PROPERTY OF THE UNITED STATES GOVERNMENT
FOR OFFICIAL USE ONLY
DO NOT REMOVE THIS NOTICE
PROPERLY DESTROY DOCUMENTS WHEN NO LONGER
NEEDED



In Association with
AEI Affiliated Engineers
Affiliated Engineers Inc.
4742 N. 24th Street, Suite 100
Phoenix, Arizona 85016
Tel 602.429.5800 Fax 602.783.5424
AEI Project No. 2484940



MARTIN WHITE GRIFFIS
STRUCTURAL ENGINEER
DIBBLE
NORRIS DESIGN
PEOPLE + PLACE MAKING



DEMOLITION PLAN GENERAL NOTES:

- CONTRACTOR SHALL PERFORM ALL WORK REQUIRED FOR PROPER COMPLETION OF THIS PROJECT. DOCUMENTS MAY NOT INDICATE ALL EXISTING CONDITIONS AT THE WORK SITE. WHERE UNFORESEEN OR CONCEALED CONDITIONS VARY SIGNIFICANTLY FROM THOSE INDICATED HEREIN, NOTIFY THE TENANT BEFORE PROCEEDING WITH WORK.
- ALL WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
- GRIDS WHEN SHOWN ARE FOR REFERENCE ONLY. CONTRACTOR TO SET CONTROL POINTS FOR LAYOUT.
- UNDER NO CIRCUMSTANCES SHALL CONSTRUCTION ACTIVITIES INTERFERE WITH THE SAFETY OF THE PUBLIC, LANDLORD, TENANTS, EMPLOYEES OR CONSTRUCTION PERSONNEL.
- CONTRACTOR IS RESPONSIBLE FOR SEQUENCE, MEANS AND METHODS OF CONSTRUCTION.
- CONTRACTOR TO VERIFY ALL EXISTING FIRE RATED PARTITIONS COMPLY WITH CURRENT UL STANDARDS AND REPORT ANY DISCREPANCIES TO THE OWNER/TENANT.
- WHERE EXISTING APPLIED FIREPROOFING IS DISTURBED DURING CONSTRUCTION ACTIVITIES, CONTRACTOR TO REPAIR AS REQUIRED TO MAINTAIN EXISTING U.L. RATING.
- GC IS RESPONSIBLE TO PROVIDE AND INSTALL IN A SAFE MANNER ADEQUATE SHORING, BLOCKING AND ANCHORAGE AS REQUIRED.
- DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. ENLARGED PLANS SHALL HAVE PRECEDENCE OVER SMALLER SCALE PLANS. CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO BEGINNING WORK.
- SALVAGE AND RE-USE EXISTING COMPONENTS WHEN POSSIBLE. CONTRACTOR TO COORDINATE WITH TENANT FOR STORAGE OF UNUSED SALVAGED COMPONENTS.
- PROVIDE ALL DEMOLITION WORK SHOWN ON THE DRAWINGS AND ALL RELATED AND INCIDENTAL DEMOLITION WORK AS REQUIRED TO COMPLETE ALL NEW CONSTRUCTION WORK. REFER ALSO TO STRUCTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS FOR ADDITIONAL DEMOLITION SCOPE AND REQUIREMENTS.
- REMOVE ENTIRE WALL ASSEMBLIES INDICATED TO BE DEMOLISHED, INCLUDING CONCEALED ELEMENTS WITHIN PARTITIONS AND ABOVE-CEILING CONSTRUCTION CONDITIONS.
- CONTRACTOR TO VERIFY ALL EXISTING SMOKE- AND/OR FIRE-RATED PARTITIONS AND APPARENT FIRE INTEGRITY PRIOR TO AND DURING CONSTRUCTION. EXISTING TO REMAIN SMOKE- AND/OR FIRE-RATED PARTITIONS ARE AS INDICATED IN ACCORDANCE WITH DRAWINGS PROVIDED BY THE LANDLORD. NOTIFY THE TENANT OF ANY DISCREPANCIES DISCOVERED OR UNCOVERED IN THE COURSE OF CONSTRUCTION OPERATIONS.
- FIELD VERIFY ALL EXISTING CONDITIONS. PRIOR TO THE START OF DEMOLITION OPERATIONS BRING ANY DISCREPANCIES WHICH MAY SIGNIFICANTLY AFFECT DEMOLITION OR NEW CONSTRUCTION WORK TO THE ATTENTION OF THE ARCHITECT FOR REVIEW.
- REMOVE DEMOLITION MATERIALS PROMPTLY AND DISPOSE OF LEGALLY OFF SITE.
- DO NOT ALTER THE STRUCTURAL INTEGRITY OF THE EXISTING BUILDING OR ITS ASSEMBLIES UNLESS SPECIFICALLY NOTED OTHERWISE. PROTECT COLUMNS AND OTHER BUILDING STRUCTURAL ELEMENTS DURING DEMOLITION AND CONSTRUCTION OPERATIONS AND ACTIVITIES.
- UPON REMOVAL OF FINISH MATERIALS INDICATED OR REQUIRED, PREPARE SUBSTRATE TO RECEIVE NEW FINISH. COORDINATE WITH ROOM FINISH SCHEDULE. REPAIR ANY EXISTING DAMAGE, OR DAMAGE ARISING FROM DEMOLITION OPERATIONS, TO MATCH EXISTING AND AS NEEDED FOR INSTALLATION OF NEW FINISH(ES).
- PATCH AND REPAIR ALL DAMAGE ARISING FROM DEMOLITION OPERATIONS TO FLOOR, WALL AND CEILING SURFACES, AS REQUIRED TO MATCH EXISTING. PATCH ALL SPALLED CONCRETE CAUSED BY PARTITION REMOVAL. REMOVE ANY EXTRANEOUS MATERIAL AND PATCH ANY DEPRESSIONS IN EXISTING SURFACES TO REMAIN.
- UPON COMPLETION OF DEMOLITION AND CONSTRUCTION OPERATIONS, REMOVE TEMPORARY BARRIERS AND REPAIR ANY DAMAGE CAUSED BY THEIR INSTALLATION OR PRESENCE TO "LIKE NEW" CONDITION.
- PATCH AND REPAIR ALL OPENINGS IN AND/OR PENETRATIONS THROUGH EXISTING FIRE RATED ASSEMBLIES AND SMOKE BARRIER ASSEMBLIES.
- WHERE PARTITIONS HAVE BEEN REMOVED AND AT ALL UNEVEN AREAS AND DEPRESSIONS IN EXISTING CONCRETE FLOOR CONSTRUCTION, PROVIDE SELF-LEVELING CEMENTITIOUS UNDERLAYMENT AS REQUIRED TO PROVIDE SUITABLE BASE CONDITION FOR NEW FINISHES AND NEW CONSTRUCTION.
- REMOVE ALL MISCELLANEOUS ACCESSORIES AS NECESSARY TO FACILITATE INSTALLATION OF NEW FINISHES.
- WHEREVER EXISTING EQUIPMENT, FIXTURES, PIPING, DUCTWORK, ETC. ARE REQUIRED TO BE REMOVED, SUCH REMOVAL TO INCLUDE ALL ASSOCIATED ITEMS SUCH AS FASTENERS, ANCHORS, SUPPORTS, HANGERS, ETC.
- PRIOR TO DEMOLITION, CONTRACTOR TO MEET WITH THE TENANT(S) TO DECIDE WHICH EXISTING ITEMS, MATERIALS AND EQUIPMENT ARE SCHEDULED TO BE SALVAGED AND RETURNED TO TENANT AND/OR LANDLORD.

DEMOLITION KEY NOTES

- REMOVE ALL REMAINING FLOOR COVERING/BASE/FINISHES AND ADHESIVES. FILL ALL HOLES AND SPALLED CONCRETE WITH A SELF-LEVELING HYDRAULIC CEMENT (ARDEX K15 OR EQUAL), PATCH, LEVEL AND SMOOTH TO RECEIVE NEW SCHEDULED FLOORING.
- REMOVE EXISTING DOOR(S), FRAME AND, HARDWARE, TYP. REFRAME OPENING MATCHING EXISTING ADJACENT CONSTRUCTION, WHERE APPLICABLE.
- REMOVE SECTION OF WALL (INTERIOR OR EXTERIOR) REFRAME/IN-FILL OPENING AS REQUIRED TO RECEIVE NEW WORK. REFER TO STRUCTURAL DWGS FOR ADDITIONAL INFORMATION.
- SAW-CUT CONCRETE SLAB AND TRENCH AS REQUIRED TO INSTALL NEW UNDERGROUND PLUMBING/ELECTRICAL WORK, TYP. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION. BACKFILL AND PROPERLY COMPACT SUB-BASE AND PATCH CONCRETE SLAB. ALIGN (E) AND (N) FINISH SURFACE ELEVATIONS SUCH AS THERE ARE FLUSH.
- EXISTING SERVICE ENTRY AND ELECTRICAL PANELS TO REMAIN.
- EXISTING ELECTRICAL PANEL TO BE REMOVED. REFER TO ELECTRICAL DRAWINGS.
- EXISTING ELECTRICAL PANEL TO BE REMAIN.
- EXISTING LIGHT FIXTURES TO BE REMOVED, TYP.
- EXISTING EXTERIOR WALLS OF BUILDING, TYP.
- EXISTING STRUCTURAL COLUMN TO REMAIN, TYP.
- OPEN TO STRUCTURE ABOVE, TYP.
- REMOVE EXISTING PLUMBING FIXTURE, REFER TO RENOVATION PLAN AND PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION, TYP.
- REMOVE WALL FURRING AND RELATED FRAMING, TYP. PATCH AND REPAIR REMAINING SURFACE TO RECEIVE NEW WALL FURRING AND FRAMING.
- REMOVE EXISTING CASEWORK, PATCH, REPAIR WALL TO RECEIVE NEW WALL FINISHES WHERE APPLICABLE, TYP.
- REMOVE EXISTING CONCRETE STAIRS, AND GUARDRAIL, TYP. PREPARE AREA TO RECEIVE NEW WORK, REFER TO RENOVATION, CIVIL, AND LANDSCAPE PLANS.
- REMOVE ALL TOILET ACCESSORIES, PASS-THRU, ETC.
- REMOVE ALL FIXTURES, DEVICES AND UTILITIES INDICATED (RE: MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS) CUT AND PATCH DRYWALL TO REMOVE ASSOCIATED PIPING, CONDUIT AND SUPPORTS. DO NOT LEAVE ABANDONED ITEMS IN PLACE.
- PATCH AND REPAIR ALL DAMAGED WALLS, MATCH ADJACENT EXISTING WALL CONSTRUCTION. PREPARE SURFACE TO RECEIVE NEW FINISHES AND EQUIPMENT, TYP.
- RECONFIGURE EXISTING CEILING GRID SYSTEM TO RECEIVE NEW PARTITION.
- EXISTING CEILING SYSTEM TO REMAIN U.N.O., TYP.
- REMOVE CEILING SYSTEM, LIGHTS MECHANICAL GRILLES/REGISTERS, TYP. REFER TO ELECTRICAL AND MECHANICAL PLANS FOR ADDITIONAL INFORMATION.
- REPLACED DAMAGED, SOUFFED, STAINED ACOUSTICAL CEILING PANELS IN KIND WITH NEW, TYP.
- REMOVE EXISTING WINDOW ASSEMBLY, TYP. PREPARE OPENING TO RECEIVE NEW WORK, WHERE OPENING IS TO BE IN-FILLED, MATCH EXISTING ADJACENT CONSTRUCTION.
- REMOVE EXISTING ROOF ASSEMBLY AND STRUCTURAL SUPPORT, COLUMNS, FOOTING, ETC., TYP. PREPARE EXTERIOR WALL ASSEMBLY TO RECEIVE NEW ROOF FRAMING STRUCTURE AND NEW ROOFING ASSEMBLY. REMOVE EXISTING GARDEN SHADE AND ANY RELATED ELEMENTS. REMOVE CONCRETE STEP, AND REPAIR CRACKS IN CONCRETE PAD, AND MAKE CONCRETE PAD READY TO PROVIDE A SUITABLE BASE CONDITION FOR NEW NEW CONSTRUCTION.
- ADDRESS AND CORRECT ALL CRACKS AND SETTLEMENT DAMAGES AND CRACKS AROUND THE BUILDING PERIMETER. REFER TO STRUCTURAL AND GEO-TECHNICAL REPORT FOR ADDITIONAL INFORMATION, TYP.
- REMOVE KITCHEN HOOD AND ROOF MOUNTED EXHAUST, PATCH, REPAIR ROOF ASSEMBLY MATCHING EXISTING ADJACENT CONSTRUCTION TO PROVIDE A WEATHER-TIGHT ASSEMBLY, TYP.
- REMOVE EXISTING WINDOW, PREPARE OPENING, MATCH, EXISTING ADJACENT CONSTRUCTION, TO RECEIVE NEW WINDOW, TYP.

DEMOLITION PLANS LEGEND

NOTE: NOT ALL SYMBOLS DEPICTED MAY BE USED ON THE PLANS.

DEMOLITION KEYED NOTES

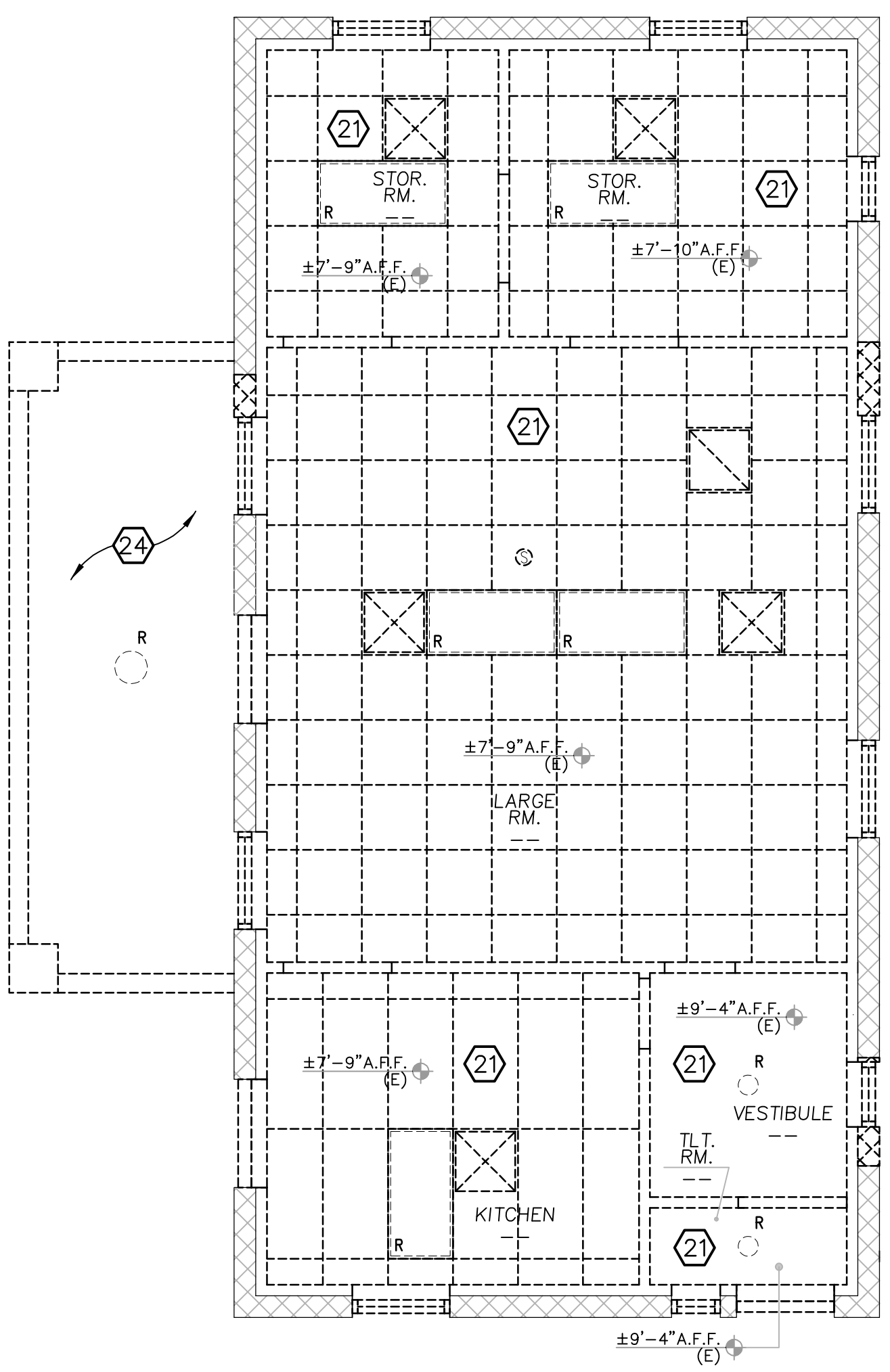
- # DEMOLITION KEYED NOTES
- AREA NOT IN SCOPE OF PROJECT
- EXISTING DOOR TO REMAIN
- EXISTING DOOR TO BE REMOVED
- EXISTING WINDOW TO BE DEMOLISHED/REMOVED
- EXISTING WALL TO BE DEMOLISHED/REMOVED
- EXISTING MASONRY WALL TO BE DEMOLISHED/REMOVED
- ±8'-6" (E) INDICATES AN EXISTING CEILING, SOFFIT OR BULKHEAD HEIGHT
- EXISTING 2X SUSPENDED CEILING TO BE DEMOLISHED/REMOVED OR MODIFIED.
- EXISTING GYP. BD. CEILING TO BE DEMOLISHED/REMOVED OR MODIFIED.

ELECTRICAL SYMBOL TYPES:
(LIGHT FIXTURES WITH THE DENOMINATION (E) ARE TO REMAIN. SEE ELECTRICAL DWGS. FOR MORE INFORMATION)

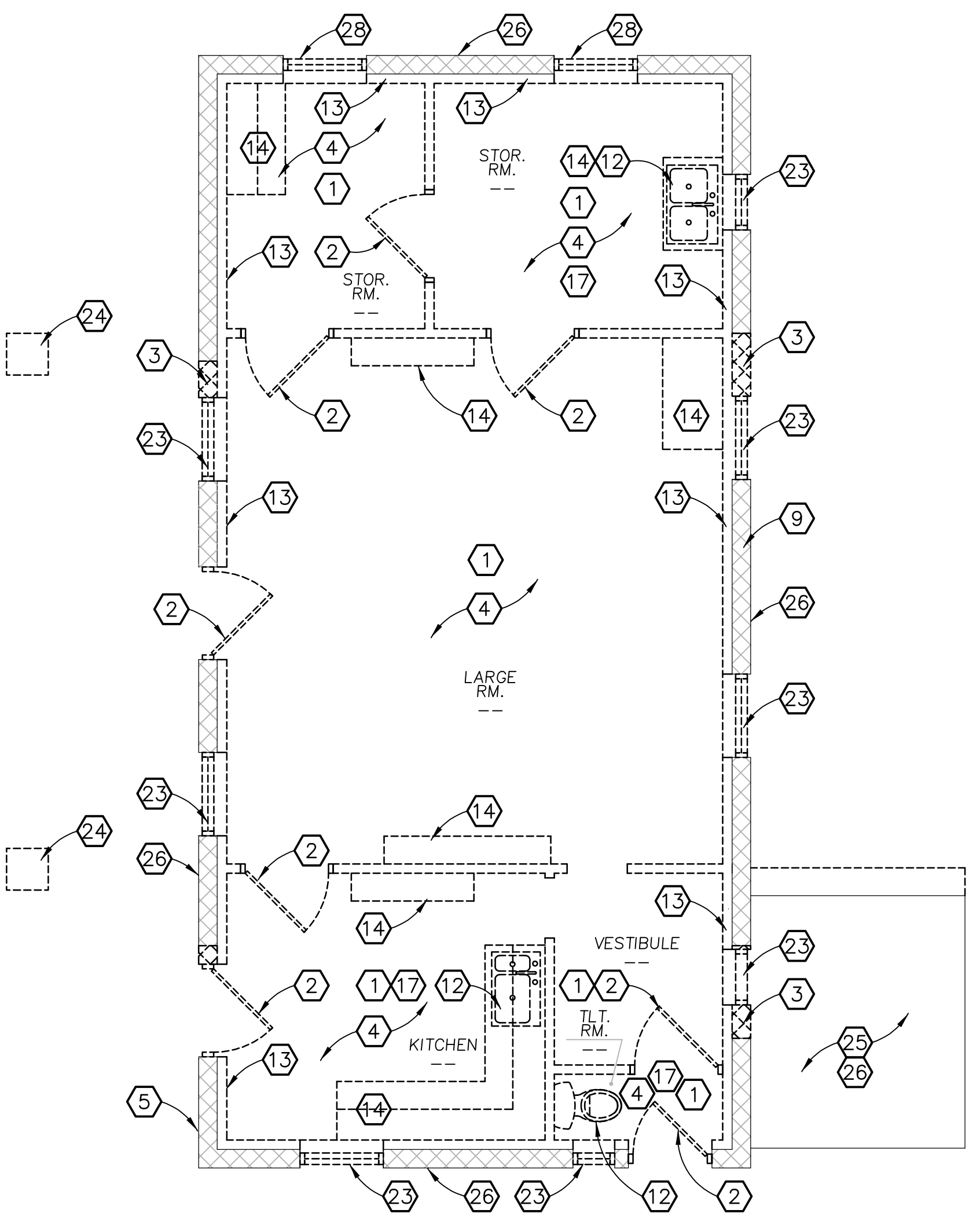
- EXISTING CEILING MOUNTED 2'x4' OR 2'x2' LIGHT FIXTURE TO BE REMOVED
- EXISTING RECESSED CAN LIGHT TO BE REMOVED.
- EXISTING SURFACE MOUNTED LIGHT TO BE REMOVED.
- EXISTING SMOKE DETECTOR
- EXISTING SMOKE DETECTOR TO BE REMOVED

MECHANICAL SYMBOL TYPES:
(SEE MECH. DWGS. FOR MORE INFORMATION)

- EXISTING RETURN AIR / EXHAUST GRILLE TO BE REMOVED
- EXISTING SUPPLY AIR DIFFUSER TO BE REMOVED
- EXISTING EXHAUST GRILLE TO BE REMOVED
- EXISTING RETURN AIR GRILLE TO REMAIN.
- EXISTING SUPPLY AIR DIFFUSER TO REMAIN.
- EXISTING EXHAUST GRILLE TO REMAIN.



D2 DEMOLITION REFLECTED CEILING PLAN
AD-102 SCALE: 1/4" = 1'-0"
PLAN NORTH
SCALE: 1/4" = 1'-0"



D1 DEMOLITION FLOOR PLAN
AD-102 SCALE: 1/4" = 1'-0"
PLAN NORTH
SCALE: 1/4" = 1'-0"

PROPERTY OF THE UNITED STATES GOVERNMENT
FOR OFFICIAL USE ONLY
DO NOT REMOVE THIS NOTICE
RECEIVED FROM THE CONTRACTOR NOTICE OF EXTENDED PAYMENT PROVISIONS
PROPERLY DESTROY DOCUMENTS WHEN NO LONGER NEEDED

REVISIONS
CONTRACTORS
PROJECTS
BUILDINGS
SPB TASK NO. SPB Task
PROJ. OFFICER Scott Helgeson
PROJ. MGR. Brock Jensen
SUBMISSION 30% DESIGN DEVELOPMENT
SUB. DATE 12/22/2023
WK/REG. NO. C116442

MARK	DATE	DESCRIPTION

AEI CON. NO.	75N9902000013
AEI TASK NO.	75N9902000008
CONS. CONTR.	-
CONS. WORK	-
PRIME AEI	AEI
SUB AEI	LDGI
CONSTR. CON.	-
FACILITY CODE	04013-00-8619
BUILDING NO.	2
NAME	NIHDCX Guatemala Ctr/nc
STREET	1619 S. Avenida del Virrey
CITY	Guatemala
STATE/ZIP	AZ 85283
OTHER	Other Building
BUILDING NO.	-

PROJECT TITLE	NIH-C1166482 Satellite Clinic and Lab Renovation and Expansion
DRAWING TITLE	BUILDING 2 DEMOLITION FLOOR PLAN AND RCP



DESIGNED BY	AL
DRAWN BY	ML
CHECKED BY	AL
FILE NAME	-
DRAWING NO.	-

AD-102
SHEET OF - TOTAL SHEET

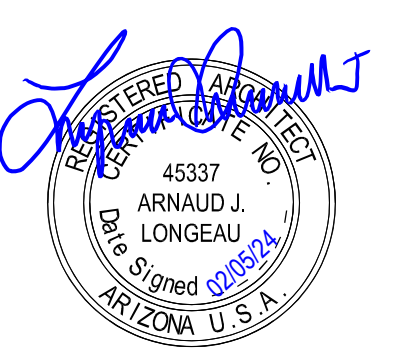
CASE NO.: #
PLAN CHECK: #



In Association with
AEI Affiliated Engineers
Affiliated Engineers Inc.
4742 N. 24th Street, Suite 100
Phoenix, Arizona 85016
Tel 602.429.5800 Fax 602.783.5424
AEI Project No. 24849-00



MARTIN WHITE GRIFFIS
ARCHITECTS P.C.
DIBBLE
NORRIS DESIGN
PEOPLE + PLACEMAKING



MARK	DATE	DESCRIPTION

CONTRACTORS	REVISIONS
AEI CON. NO.	75N902000013
AEI TASK NO.	75N902000008
CONS. CONTR.	-
CONS. WORK	-
PRIME AE	AEI
SUB AE	LDGI
CONSTR. CON.	-

FACILITY CODE	BUILDING NO.	NAME
04013-00-8619	3	NIDDK Guadalupe Clinic
		STREET 1619 S. Avenida del Yopal
		CITY Guadalupe
		STATE/ZIP AZ 85283
		OTHER Other Building
		BUILDING NO.

SPR TASK NO.	SPR Task
PROJ. OFFICER	Scott Helgeson
PROJ. MGR.	Brock Jensen
SUBMISSION	CITY USE PERMIT
SUB. DATE	02/05/2024
WK/REG. NO.	CI 116482

PROJECT TITLE: **NIH-C166482 Satellite Clinic and Lab Renovation and Expansion**
DRAWING TITLE: **BUILDING 3 RENOVATION FLOOR PLAN AND RCP**
CASE NO.: #



DESIGNED BY: AL
DRAWN BY: ML
CHECKED BY: AL
FILE NAME: #
DRAWING NO.:

AE-103
SHEET OF - TOTAL SHEET

FLOOR PLAN GENERAL NOTES:

- 1. CONTRACTOR SHALL PERFORM ALL WORK REQUIRED FOR PROPER COMPLETION OF THIS PROJECT. DOCUMENTS MAY NOT INDICATE ALL EXISTING CONDITIONS AT THE WORK SITE. WHERE UNFORESEEN OR CONCEALED CONDITIONS VARY SIGNIFICANTLY FROM THOSE INDICATED HEREIN, NOTIFY THE TENANT AND ARCHITECT BEFORE PROCEEDING WITH WORK.
- 2. ALL WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
- 3. GRIDS IF SHOWN ARE FOR REFERENCE ONLY. CONTRACTOR TO SET ITS OWN CONTROL POINTS FOR LAYOUT.
- 4. UNDER NO CIRCUMSTANCES SHALL CONSTRUCTION ACTIVITIES INTERFERE WITH THE SAFETY OF THE PUBLIC, OWNERS/TENANTS, EMPLOYEES OR CONSTRUCTION PERSONNEL.
- 5. CONTRACTOR IS RESPONSIBLE FOR SEQUENCE, MEANS AND METHODS OF CONSTRUCTION.
- 6. CONTRACTOR TO VERIFY ALL EXISTING FIRE RATED PARTITIONS COMPLY WITH CURRENT UL STANDARDS AND REPORT ANY DISCREPANCIES TO THE OWNER/TENANT AND ARCHITECT.
- 7. WHERE EXISTING APPLIED FIREPROOFING IS DISTURBED DURING CONSTRUCTION ACTIVITIES, CONTRACTOR TO REPAIR AS REQUIRED TO MAINTAIN EXISTING U.L. RATING.
- 8. PROVIDE ADEQUATE BLOCKING AND ANCHORAGE AS REQUIRED. REFER TO SHEET AE601 FOR ADDITIONAL INFORMATION.
- 8. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. ENLARGED PLANS SHALL HAVE PRECEDENCE OVER SMALLER SCALE PLANS. CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO BEGINNING WORK.
- 9. SALVAGE AND RE-USE EXISTING COMPONENTS WHEN POSSIBLE. CONTRACTOR TO COORDINATE WITH TENANT FOR STORAGE OF UNUSED SALVAGED COMPONENTS.

REFLECTED CEILING PLAN GENERAL NOTES:

- 1. SEE ELECTRICAL DRAWINGS FOR FIXTURE TYPES AND MOUNTING HEIGHTS.
- 2. COORDINATE ALL WORK WITH MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION DOCUMENTS FOR CEILING FIXTURES AND LAYOUTS.
- 3. SEE MECHANICAL DRAWINGS FOR LOCATION OF DIFFUSERS AT CEILING LOCATIONS.
- 4. SUSPENDED CEILING TO COMPLY WITH IBC SECTION 808.1 AND ASTM C635 AND C636.
- 5. PAINT MECHANICAL SUPPLY & RETURN GRILLES IN CEILINGS TO MATCH PAINT COLOR OF ADJACENT WALL OR CEILING.
- 6. PROTECT ALL EXISTING TECHNOLOGY CEILING MOUNTED EQUIPMENT/SYSTEMS (E., WFI, RF REPEATER) DURING CONSTRUCTION. COORDINATE WITH TENANT/OWNER AND PROVIDE SAFE STORAGE OR PROTECTION IF EQUIPMENT IS TO REMAIN IN PLACE DURING CONSTRUCTION.

RENOVATION PLANS KEY NOTES

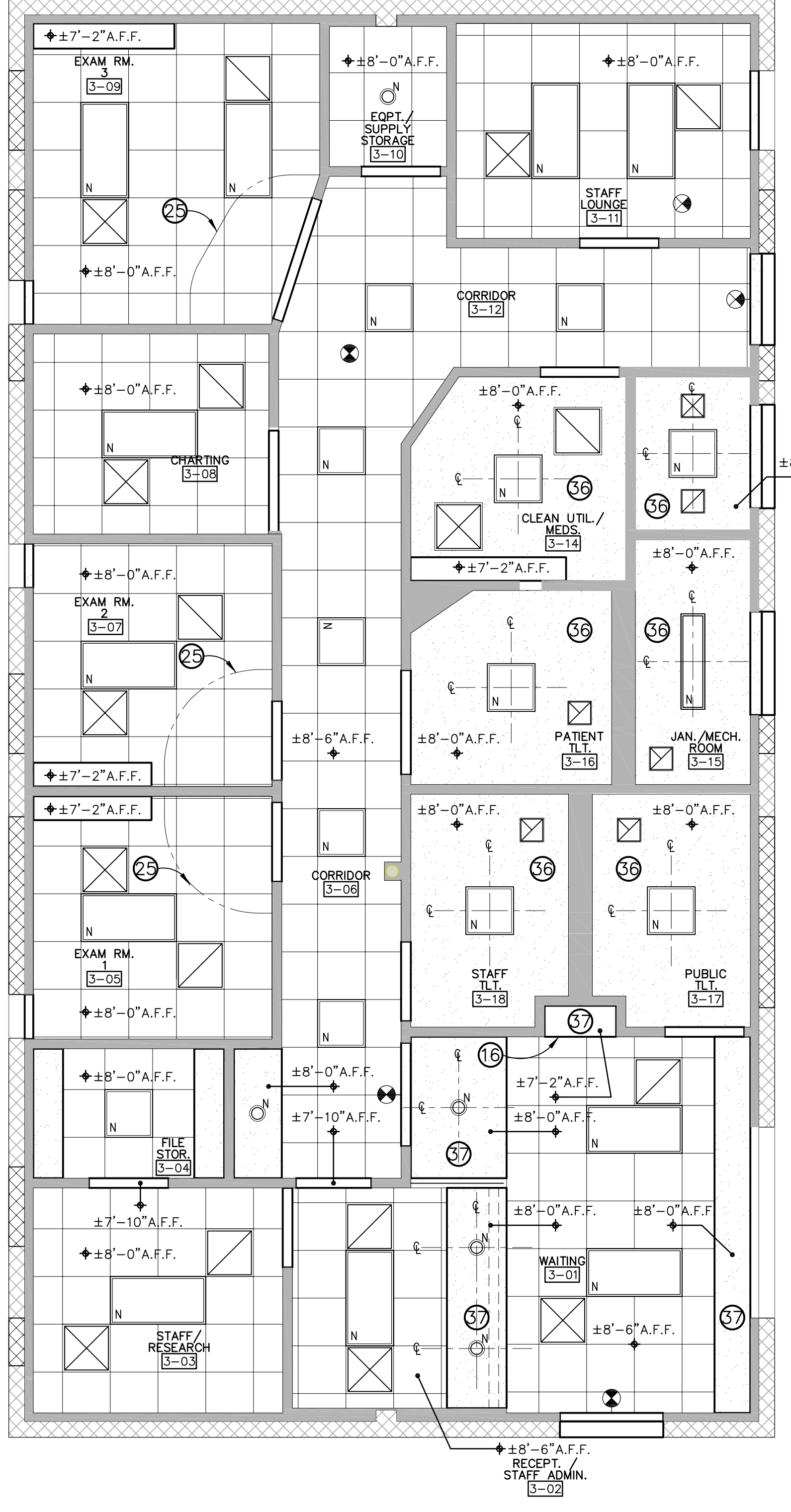
- 1 FLOOR FINISHES, REFER TO FINISH SCHEDULE.
- 2 TRANSITION AT FLOOR FINISHES, REFER TO FINISH SCHEDULE.
- 3 BASE CABINET AND TOP, REFER TO FINISH SCHEDULE AND INTERIOR ELEVATIONS.
- 4 UPPER CABINET, REFER TO FINISH SCHEDULE AND INTERIOR ELEVATIONS.
- 5 FURNITURE AND F.F.&E. (T.F.V.I), TYP. REFER TO EQUIPMENT SCHEDULE AND PLANS.
- 6 TALL CABINET AND TOP, REFER TO FINISH SCHEDULE AND INTERIOR ELEVATIONS.
- 7 FILE CABINET AND TOP, REFER TO FINISH SCHEDULE AND INTERIOR ELEVATIONS.
- 8 RIM MOUNTED S/S SINK, TYP. REFER TO PLUMBING DRAWINGS.
- 9 FLOOR MOUNTED TOILET, TYP. REFER TO PLUMBING DRAWINGS.
- 10 BARIATRIC FLOOR MOUNTED TOILET, TYP. REFER TO PLUMBING DRAWINGS.
- 11 ACCESSIBLE WALL MOUNTED HANDWASHING FIXTURE, TYP. REFER TO PLUMBING DRAWINGS.
- 12 WALL MOUNTED BARIATRIC HANDWASHING FIXTURE, TYP. REFER TO PLUMBING DRAWINGS.
- 13 S/S SPECIMEN PASS-THROUGH.
- 14 NEW MOP SINKS, TYP. REFER TO PLUMBING DRAWINGS.
- 15 NEW WATER HEATER. REFER TO PLUMBING DRAWINGS.
- 16 NEW CEILING (C)/WALL (W) MOUNTED DISPLAYS (T.F.C.I.) AND SUPPORT BRACKETS (C.F.C.I.), TYP. FIELD COORDINATE EXACT LOCATION WITH TENANT. REFER TO SHEET AE-XXX AND ELECTRICAL DRAWINGS.
- 17 SOLID SURFACE DINING COUNTER (TOP OF COUNTER AT 42 A.F.F.). REFER TO DETAIL XX/AEXXX.
- 18 SOLID SURFACE ADA ACCESSIBLE DINING COUNTER AT 42" A.F.F. (ACCESS. TOP OF COUNTER AT 34 A.F.F.). REFER TO DETAIL XX/AEXXX AND INTERIOR ELEVATIONS.
- 19 NEW TYPE 2A-40B:C FIRE EXTINGUISHER (DRY CHEMICAL) IN A WALL SEMI-RECESSED CABINET, TOP OF OPERABLE PART AT 48" A.F.F. MAX. REFER TO SHEET AEXXX.
- 20 LOW WALL WITH SOLID SURFACE TOP AND TEMPERED GLAZING ABOVE. REFER TO PLUMBING DRAWINGS.
- 21 NEW FLOOR DRAIN, TYP. SLOPE FLOOR TO DRAIN 1/4" PER FT. MAX. REFER TO PLUMBING DRAWINGS.
- 22 WALL MOUNTED ACCESSIBLE DRINKING FOUNTAIN, TYP. REFER TO INTERIOR ELEVATIONS AND PLUMBING DRAWINGS.
- 23 FREE STANDING O.S.H.A. EYE WASH AND SHOWER. REFER TO PLUMBING DRAWINGS.
- 24 WALL MOUNTED EXAM LIGHT. GC TO PROVIDE WALL BACKING. REFER TO PLUMBING DRAWINGS.
- 25 PRIVACY CURTAIN AND ALUMINUM CEILING MOUNTED TRACK.
- 26 THERMALLY BROKEN ALUMINUM STOREFRONT ENTRANCE DOOR, W/ IMPACT RESISTANT INSULATED GLAZING. REFER TO DOOR AND WINDOW SCHEDULE.
- 27 THERMALLY BROKEN ALUMINUM STOREFRONT WINDOW, W/ IMPACT RESISTANT INSULATED GLAZING. REFER TO DOOR AND WINDOW SCHEDULE.
- 28 LOCKABLE SLIDING TRANSACTION WINDOW W/ TEMPERED GLAZING. REFER TO DOOR AND WINDOW SCHEDULE.
- 29 INSULATED H.M. DOOR, REFER TO DOOR AND WINDOW SCHEDULE.
- 30 INTERIOR SLIDING WOOD DOOR. REFER TO DOOR AND WINDOW SCHEDULE.
- 31 INTERIOR WOOD DOOR. REFER TO DOOR AND WINDOW SCHEDULE.
- 32 CORNER GUARD, REFER TO INTERIOR ELEVATIONS AND FINISH SHEET AE-XXX.
- 33 TWO-TIER WALL LOCKERS WITH BASE AND SLOPED TOP.
- 34 ACCESSIBLE TWO-TIER WALL LOCKERS WITH BASE AND SLOPED TOP.
- 35 LABORATORY BENCHES WITH SHELVING AND EPOXY TOPS, REFER TO EQUIPMENTS DRAWINGS AND SCHEDULE.
- 36 PAINTED GYP. BD. CEILING, TYP. REFER TO SHEET AE-XXX.
- 37 PAINTED GYP. BD. CEILING SOFFIT, TYP. REFER TO SHEET AE-XXX.

RENOVATION FLOOR PLAN SYMBOLS LEGEND

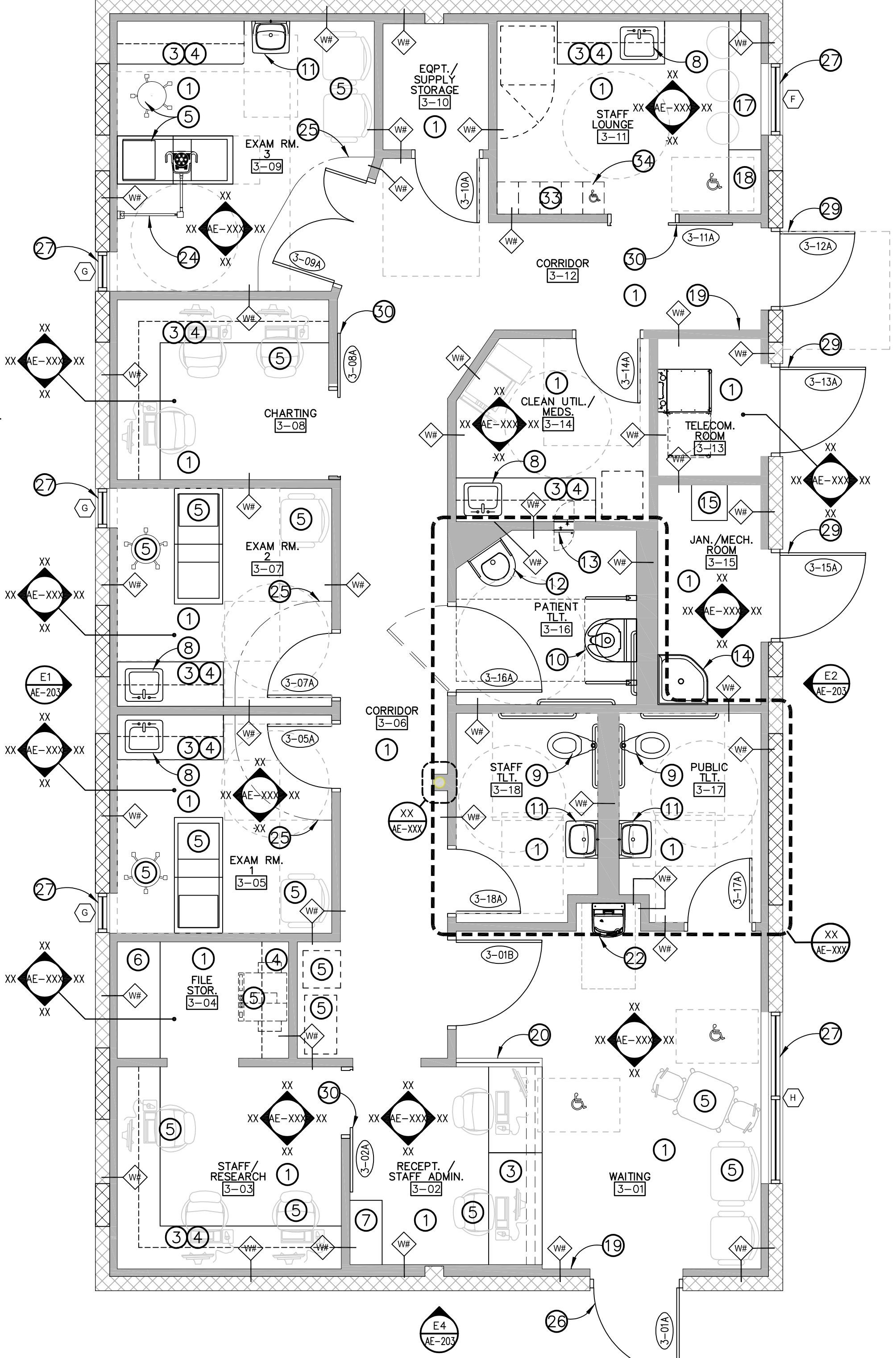
- # KEYED NOTES.
- AREA NOT IN SCOPE OF PROJECT.
- NEW / RELOCATED DOOR.
- NEW WALL CONSTRUCTION, SEE PLAN SHEET AE-XXX FOR WALL TYPE DESIGNATION.
- E EQUIPMENT, REFER TO EQUIPMENT SHEET AE-XXX.

RENOVATION RCP SYMBOLS LEGEND

- NOTE: ALL SYMBOLS DEPICTED MIGHT BE USED ON THE PLANS.
- # KEYED NOTES
- ±8'-6" INDICATES CEILING, SOFFIT OR BULKHEAD HEIGHT
- NEW GYP. BD. CEILING.
- NEW SUSPENDED ACOUSTICAL CEILING SYSTEM, U.N.O. W/ TILE2X2 OR 2X4
- ELECTRICAL SYMBOL TYPES: (SEE ELEC. DWGS. FOR MORE INFORMATION)
- NEW 2'X4' AND 2'X2' CEILING MOUNTED LIGHT FIXTURE.
- NEW 1'X4' CEILING RECESSED LIGHT FIXTURE.
- NEW 1'X4' SURFACE MOUNTED LIGHT FIXTURE.
- NEW LED RECESSED CAN LIGHT.
- NEW ILLUMINATED EXIT LIGHTING.
- NEW WALL OR CEILING MOUNTED EMERGENCY LIGHT.
- NEW SMOKE DETECTOR
- MECHANICAL SYMBOL TYPES: (SEE MECH. DWGS. FOR MORE INFORMATION)
- NEW RETURN AIR GRILLE
- NEW SUPPLY AIR DIFFUSER
- NEW EXHAUST GRILLE
- NOTE: CEILING ACCESS PANELS SHOULD BE PAINTED AND FLUSH TYPE. GC TO COORDINATE QUANTITY REQUIRED AND BEST LOCATION TO ACCESS OVERHEAD PLUMBING/MECHANICAL.



A2 RENOVATION REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"
PLAN NORTH
SCALE: 1/4" = 1'-0"



A1 RENOVATION FLOOR PLAN
SCALE: 1/4" = 1'-0"
PLAN NORTH
SCALE: 1/4" = 1'-0"

PROPERTY OF THE UNITED STATES GOVERNMENT
FOR OFFICIAL USE ONLY
DO NOT REMOVE THIS NOTICE
PROPERLY DESTROY DOCUMENTS WHEN NO LONGER NEEDED

Exhibit F

National Institute of Health lease with The Presbytery of Grand Canyon (1973)

58590 08-LSE

File C 2443

Recorded at Request of Board of Supervisors.

L E A S E

THIS INDENTURE made the 26th day of February, 1973, by and between THE PRESBYTERY OF GRAND CANYON, an Arizona Corporation (formerly The Presbytery of Phoenix) with offices at 10 East Roanoke Avenue, Phoenix, Arizona 85004, as Lessor, and MARICOPA COUNTY, with offices at 111 South Third Avenue, Room 602, Phoenix, Arizona 85003, as Lessee.

WITNESSETH, in consideration of the covenants of Lessee herein contained, Lessor hereby leases to Lessee the following described premises:

The one-story building at 8625 South 56th Street, Guadalupe, Maricopa County, Arizona, designed for use as a public health clinic, located on easterly side of 56th Street and northerly of the newly constructed Presbyterian Chapel at northeast corner of 56th and Church Streets.

Together with the rights of:

- a) use of the concrete slab adjoining the northerly side of said clinic building for stationing Lessee's mobile x-ray unit,
- b) use of the parking area adjoining the westerly side of said building,
- c) ingress and egress to and from said building and 56th Street,
- d) ingress and egress to and from said concrete slab and Church Street.

All and singular the properties and premises included in this lease are herein denoted by the term "premises".

TO HAVE AND TO HOLD the same to Lessee for the term commencing February 16, 1973 and ending February 15, 1974, for the term rental of Three Thousand Dollars (\$3,000.00) payable at the office of Lessor in monthly installments of Two Hundred Fifty Dollars (\$250.00) in advance, on the first day of each month.

LESSEE AGREES:

1. RENT - To pay the stated rent at the times and in the manner specified herein.
2. UTILITIES - To promptly pay all gas, electricity, water and other charges for utilities supplied to the premises during the lease term.
3. REPAIRS - To take good care of the building and premises, including floors and other interior surfaces, plumbing, wiring, fixtures, and appliances and not permit any misuse or neglect of the same, and promptly replace all windows and glass broken during said term with other of the same size and quality.

Dkt 10029 911

4. **CLEANING** - To maintain the premises in a neat and clean condition and promptly remove all trash.

5. **ALTERATIONS** - To make no alterations or additions in or to the premises without previous written consent of Lessor.

6. **INDEMNIFICATION** - To defend, save harmless and indemnify Lessor from and against all claims, actions, liability, loss and expense to others resulting from Lessee's occupancy or any activity conducted or permitted by it on the premises.

7. **INSPECTION** - To permit Lessor, its officers and authorized representatives, at all reasonable times during Lessee's active use of the premises, to enter and view the same.

8. **ASSIGNMENT, ETC.** - To neither assign nor sub-let the premises or any part thereof without the previous written consent of Lessor.

9. **YIELD UP THE PREMISES** - To peaceably yield up the premises, together with all cabinets, shelving and other attachments that may have been affixed to the building, at the expiration of the lease term or earlier termination as provided herein.

Unofficial Document

LESSOR AGREES:

1. That Lessee shall peaceably hold and enjoy the premises.
2. That Lessor shall maintain the roof, external walls, air-conditioning apparatus, water heater and septic tank, except that Lessee shall reimburse Lessor for the reasonable expense of repairs occasioned by the misuse or neglect of Lessee, its employees and others using the premises with Lessee's permission.
3. That Lessee may erect and maintain on the premises a sign the same not to be attached to the clinic building and to be removed by Lessee if and when this lease is terminated.

LESSOR AND LESSEE AGREE:

1. **ACCESS TO TOILETS AND JANITOR ROOM** - Toilets and janitor room at southwest corner of building shall remain accessible to Lessor at all times while building is not in active use by Lessee.

10029 912

2. TERMINATION - Either Lessor or Lessee may terminate this lease upon the expiration of sixty days written notice by registered mail sent to the other at its address stated herein, or at such other address as may be hereafter given to the other party for purposes of this lease.

3. EXTENSION - If notice of termination shall not have been given by Lessor or Lessee by December 31, 1973, Lessee, by then giving written notice by registered mail to Lessor, may extend this lease for an additional period of one year, on the same terms, including right of termination.

4. RE-ENTRY - If Lessee shall neglect or omit to perform and observe any agreement on its part to be kept and performed for a period of ten days next following written notice by Lessor of such default, Lessor may, at any time within thirty days thereafter, and without additional notice or demand, enter into and upon the premises, repossess the same and expel the Lessee and all persons claiming under it and remove their effects without liability for trespass, and thereupon this lease shall terminate, but without prejudice to any rights or remedies, otherwise available to Lessor for arrears of rent or breach of the Lessee's covenants.

Unofficial Document

5. Except as otherwise provided herein, this agreement shall inure to the benefit of and bind the successors and assigns of the parties.

THE PRESBYTERY OF GRAND CANYON, an Arizona Corp.

By Robert W. Thompson

ATTEST:

X [Signature]
Clerk of the Board

MARICOPA COUNTY BOARD OF SUPERVISORS

By X [Signature]
Chairman of the Board

Date: February 26, 1973

STATE OF ARIZONA }
County of Maricopa } ss
I hereby certify that the within instrument was filed and recorded at request of
MARICOPA CO. BD. OF SUPERVISORS

MAR 573-8 50

in Book 10029
on page 910-912

Witness my hand and official seal the day and year aforesaid.

of Arizona
County Recorder
Deputy Recorder
[Signature]



G4.-G5. Conditional Use Permit 8619 S. Avenida Del Yaqui



8619 S. Avenida Del Yaqui

APN: 301-06-108

Current Zoning: R-2

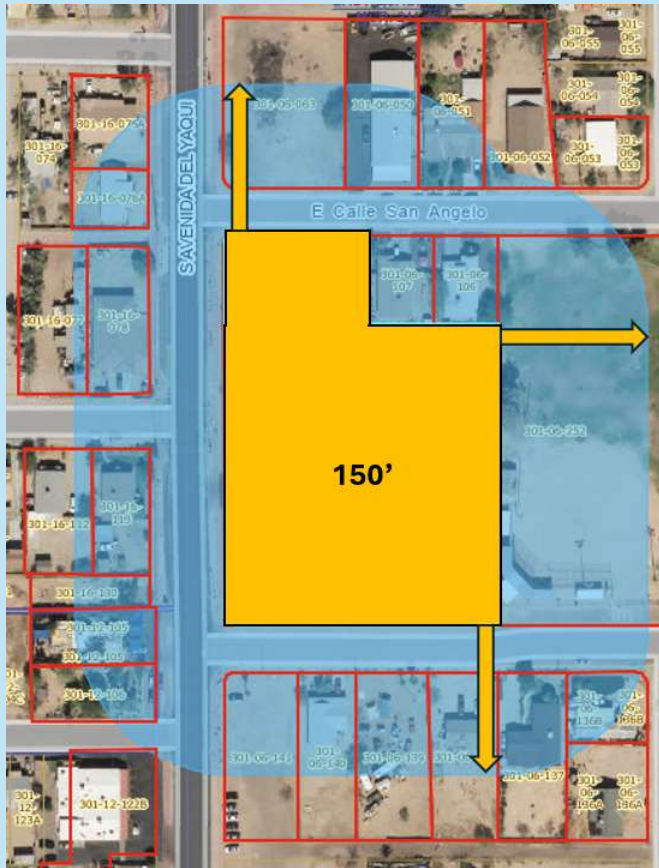
Lot Size: 2.5 Acres

Request:

Requesting a conditional use permit to operate in accordance with Town Code of Ordinance § 154.066 TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS a National Institute of Health (NIH) outpatient medical clinic and medical research studies in the areas of type 2 diabetes and obesity at 8619 S. Avenida Del Yaqui.



G4.-G5. Conditional Use Permit 8619 S. Avenida Del Yaqui



150ft Notification Area per Town Code of Ordinance § 154.034

Notification occurred on March 27, 2024.



G4.-G5. Conditional Use Permit 8619 S. Avenida Del Yaqui

§ 154.066 TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS.

(A) *Intent.* The two-family and multi-family districts are intended to provide for a variety of lifestyles and residential densities. The R-2 District is intended to provide for medium density, one-family and two-family dwellings. The R-3 District is intended for medium density, multi-family dwellings. The R-4 District is intended for higher density, multi-family.

(B) *Permitted uses.*

- (1) Any use permitted in the R-1-6 and R-1-9 Districts;
- (2) Two-family dwellings (duplex);
- (3) Boarding houses; and
- (4) In the R-3 and R-4 Districts, multiple dwellings, including cooperative apartment houses, condominium dwellings, and row dwellings consisting of not more than six units in a continuous row.

(C) *Permitted accessory uses.*

- (1) Accessory uses permitted in and as limited in the R-1-9 and R-1-6 Districts; and
- (2) Signs, on-site, as provided in §§ [154.140](#) through [154.148](#).

(D) *Conditional uses.* The following uses shall be permitted as conditional uses, subject to obtaining a conditional use permit:

- (1) **Medical clinics**



G4.-G5. Conditional Use Permit 8619 S. Avenida Del Yaqui

Surrounding Uses:

- SITE:** Religious Institution (R-2)
- NORTH:** Commercial (C-1) and Residential (R-2)
- SOUTH:** Residential (R-1-9)
- EAST:** Open Space (OS)
- WEST:** Commercial (C-1) and Residential (R-2)





G4.-G5. Conditional Use Permit 8619 S. Avenida Del Yaqui

Existing and Future Use

- A clinic has currently operated on this property since 1973
- According to town records, no Conditional Use Permit was ever filed
- This Conditional Use Permit seeks to align the clinic with the Town Code of Ordinance
- The operating hours of the clinic will not interfere with the Presbyterian Church with service being on Sunday.

Parking

- 20 spots are currently provided, 18 would be needed for this Conditional Use Permit
- The Project will reposition accessible parking and upgrade the existing lot for the proposed use

	Existing:	Future:
Staffing:	4	10 (max)
Business Hours:	8:00 am – 4:00 pm Mon - Friday	8:00 am – 4:00 pm Mon - Friday
Research subject visits:	10-15/ week	40 / week (8 per day max)
Proposed Use:	Clinic Activities: Phlebotomy, point of care testing, collecting bio samples (urine/stool/breast milk); ultrasound, EKG	Clinic Activities: Phlebotomy, point of care testing, collecting bio samples (urine/stool/breast milk); ultrasound, EKG, Fibro-scan). Expansion of abilities and functions to better serve adult and pediatric subjects. Lab Functions: A CLIA certified satellite laboratory to support epidemiology and clinical research. This laboratory will perform hematology, urinalysis and point of care testing on biological specimens collected from participants. The laboratory will also be maintaining a laboratory grade refrigerator, -20 o C freezer, and ultralow freezers for the biospecimen inventory storage.



G4.-G5. Conditional Use Permit 8619 S. Avenida Del Yaqui

Proposed Upgrades

Building 1:

- New paint
- New flooring
- ADA upgrades

Building 2:

- Clinical Laboratory Improvement Amendments (CLIA) certified satellite laboratory

Building 3:

- Interior renovated to be a new medical office and outpatient
- Material/child health focused research clinic





G4.-G5. Conditional Use Permit 8619 S. Avenida Del Yaqui



8619 S. Avenida Del Yaqui

APN: 301-06-108

Current Zoning: R-2

Lot Size: 2.5 Acres

Recommendation:

Town staff recommends approval of a conditional use permit to operate a medical clinic and medical research studies as described, in accordance with Town Code of Ordinance § 154.066 TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS a clinic at 8612 S. Avenida Del Yaqui.

Stipulations of Approval

- 1) Install landscaping and hardscaping consistent with what is illustrated in Exhibit C during Phase 2: Construction.
- 2) Construct all improvements in compliance with the Town of Guadalupe Building Code, Town Code of Ordinance CHAPTER 150: BUILDING CODES.



INTERGOVERNMENTAL AGREEMENT
FOR SERVICES BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
TOWN OF GUADALUPE

Contract Number: _____
 Contract Amount: \$493,600
 Contract Start Date: February 1, 2024
 Contract Termination Date: January 31, 2026
 ALN Number: 14.218 – Community Development Block Grant
 UEI #: GZ5VG9MHR697

This Intergovernmental Agreement (“Agreement”) is entered into between the Town of Guadalupe (“Subrecipient”) and Maricopa County, administered by its Human Services Department, (“County”). The Subrecipient and County are collectively referred to here as the “Parties” and individually as a “Party.” The Subrecipient, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services contained in it.

The County is the recipient of funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383. The Parties wish to enter into this Agreement to complete the services identified in Section 3 Work Statement of this Agreement.

The parties agree to all rights and obligations of the Parties and shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth in this Agreement and in:

- Section 1 – General Provisions
- Section 2 – Special Provisions
- Section 3 – Work Statement
- Section 4 – Budget and Compensation
- Section 5 – Attachments

The Parties agree to the terms and conditions set forth in this Agreement. The Parties hereby authorized the undersigned to execute this Agreement on their behalf.

IN WITNESS, the Parties have approved and signed this Agreement:

APPROVED BY:

APPROVED BY:

THE TOWN OF GUADALUPE

MARICOPA COUNTY

Valerie Molina Date
Mayor

Jack Sellers, Chairman Date
Board of Supervisors

Attested to:

Attested to:

Jeff Kulaga Date
Town Clerk

Juanita Garza Date
Clerk, Board of Supervisors

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE TOWN OF GUADALUPE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney for the Subrecipient Date

Deputy County Attorney Date

SECTION 1
GENERAL PROVISIONS

1.0 PURPOSE

The purpose of the Agreement is for the Subrecipient to provide adequate and enhanced lighting for the neighborhood and streets by installing higher lighting poles and decreasing the distance between each pole. The Subrecipient shall provide the services identified in Section 3 (Work Statement), Paragraph 2.0 (Scope of Work). These activities meet CDBG program's National Objectives as defined in 24 CFR 570.208.

2.0 TERM OF AGREEMENT

This Agreement shall commence and terminate on the dates listed on page 1 of this Agreement. This Agreement shall become effective upon approval and signature by both Parties.

3.0 RENEWAL

This Agreement may be renewed by a written amendment provided the Subrecipient is in full compliance with all terms and conditions of this Agreement. Under A.R.S. § 11-952, no renewal may exceed the duration of the previous agreement. The County shall notify the Subrecipient in writing of its intent to extend the Agreement term at least thirty (30) calendar days prior to the expiration of the original Agreement term, or any additional terms thereafter.

4.0 AMENDMENTS

All Amendments to this Agreement shall be in writing and signed by authorized signers for both Parties.

5.0 ADMINISTRATIVE CHANGE ORDERS

5.1 The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders. Administrative Change shall be approved and fully executed by the Chairman of the Board of Supervisors and the Town. Administrative Change Orders may address any of the following areas:

- 5.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;
- 5.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;
- 5.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and
- 5.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies or requirements.

5.2 It is the responsibility of the Subrecipient to ensure the latest documents are consulted and followed.

6.0 ACRONYMS AND DEFINITIONS

Acronyms and Definitions found under 2 C.F.R. §§ 200.0 & 200.1 are incorporated by reference.

7.0 EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or

Work Statement, the Compensation Provisions shall control. Nothing in this Agreement shall operate to increase the Operating Budget without a written amendment to this Agreement.

8.0 TERMINATION

- 8.1 Under A.R.S. § 38-511, the Parties may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of one Party at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement.
- 8.2 Additionally, pursuant to A.R.S. § 38-511, either Party may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the one Party from the other party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.
- 8.3 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the County under the Availability of Funds provision). The notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth on page 1 of this Agreement.
- 8.4 The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or the Subrecipient's noncompliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement will terminate upon the expiration of the Term of this Agreement stated on page 1 of this Agreement.
- 8.5 In accordance with 2 C.F.R. §§ 200.340, *et seq.*, the County may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement or if the Subrecipient fails to maintain a good-faith effort to carry out the purpose of this Agreement.
- 8.6 The Parties may terminate this Agreement for convenience in accordance with 2 C.F.R. § 200.340. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Parties in writing stating the reasons for such termination.

9.0 DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

- 9.1 **Administrative Manual** means the Community Development Block Grant and Community Development Advisory Committee Policy Manual, September 20, 2017, as may be revised, for the administration of CDBG grants.
- 9.2 **Assistance Listing Number (ALN)** means the codification of the general and permanent rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.
- 9.3 **Assistant Director** means the Director of the Housing and Community Development Division within the Human Services Department.
- 9.4 **CDAC** means the Community Development Advisory Committee, to act in an advisory capacity on matters concerning the Maricopa County Community Development Block Grant (CDBG) program, including funding recommendations,

fair housing, and housing affordability issues affecting low/moderate-income people.

- 9.5 **Department** means the Maricopa County Human Services Department.
- 9.6 **Director** means the Director of the Maricopa County Human Services Department.
- 9.7 **Division** means Housing and Community Development Division of the Human Services Department.
- 9.8 **Minority Business Enterprise (MBE)** means an entity which is majority owned or controlled by a socially and economically disadvantaged individual as described by Public Law. 95-507.
- 9.9 **Public Agency** has the meaning prescribed by A.R.S. § 11-951.
- 9.10 **Subcontract** means any Agreement entered into by a Subrecipient with a third party for performance of any of the work or provision of any of the services covered by this Agreement.
- 9.11 **Subcontractor** means an entity funded through the Subrecipient to provide services required by the Work Statement.
- 9.12 **Subrecipient** means a public or private nonprofit agency, authority or organization, or an entity described in 24 C.F.R. 570.204 (c), to which a subaward is made and which is accountable to the recipient for the use of the funds provided.
- 9.13 **Unique Entity identifier (UEI)** is the primary means of entity identification for Federal awards government-wide.
- 9.14 **Women's Business Enterprise (WBE)** means an entity in which a woman has majority ownership and control.

10.0 GENERAL REQUIREMENTS

- 10.1 The terms of this Agreement shall be construed in accordance with Arizona law and applicable Federal laws and regulations of the United State Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
- 10.2 The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
- 10.3 The Subrecipient is an independent contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the County.
- 10.4 The Subrecipient shall comply with the regulations prohibiting a conflict of interest. The Subrecipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in the Subrecipient's organization or with which the Subrecipient (or one of its directors, officers, owners, trust certificate holders, or relatives) has a substantial interest, unless the Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval, therefore.
- 10.5 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

11.0 ASSIGNMENT AND SUBCONTRACTING

- 11.1 No right, liability, obligation or duty under this Agreement may be assigned, delegated or subcontracted, in whole or in part, without the prior written approval of the County. The Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County agrees otherwise.

- 11.2 In accordance with 2 C.F.R. §200.331, the Subrecipient may make a “Subaward” as a pass-through entity for the purpose of carrying out a portion of the federal award and General Funds. The Subrecipient will make determinations classifying recipients of federal funds as a Subrecipient or a Subcontractor.
- 11.3 The Subcontractor’s rate for the job shall not exceed that of the Subrecipient’s rate, as bid in the pricing section, unless the Subrecipient is willing to absorb any higher rates, or the County has approved the increase. The Subcontractor’s invoice shall be invoiced directly to the Subrecipient, who in turn shall pass through the costs to the County, without mark-up. A copy of the Subcontractor’s invoice must accompany the Subrecipient’s invoice.
- 11.4 Subrecipient must ensure any Subaward recipient or subcontractor is compliant with all and general federal grant requirements, including reporting requirements.

12.0 AVAILABILITY OF FUNDS

- 12.1 The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Subrecipient, as provided in this Agreement, actually are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the Subrecipient fully informed as to the availability of funds.
- 12.2 If any action is taken by any federal, state, local agency, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under, or in connection with, this Agreement, then the Parties may amend, suspend, decrease, or terminate their obligations under, or in connection with, this Agreement. In the event of termination, the Parties shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Parties shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

13.0 BUDGET ADJUSTMENTS

- 13.1 Any requests for reasonable budget adjustments shall be submitted ninety (90) calendar days prior to the Termination Date of this Agreement. Requests for financial adjustments to this Agreement shall be supported by appropriate documentation. If the County agrees to the budget adjustments, the County shall follow Paragraph 4.0 (Amendments) above.
- 13.2 The Subrecipient must receive prior written approval from the County to move funds from one budget line item to another. Budget adjustments that do not change the total Agreement amount may be documented by an Administrative Change Order approved and fully executed by the Chairman of the Board of Supervisors and the Subrecipient’s authorized Representative as defined in Section 1 (General Provisions), Paragraph 6.0 (Administrative Change Orders). If a budget adjustment is necessary that either increases or decreases the Agreement amount, then the County shall follow Section 1 (General Provisions), Paragraph 4.0 (Amendments) of this Agreement to amend the Agreement.

14.0 DISPUTES

- 14.1 Except as may otherwise be provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, which shall not exceed one hundred twenty (120) calendar days.

Disputes which are not resolved in that time period shall be submitted in accordance with the following formal dispute resolution process.

- 14.2 If a dispute cannot be resolved informally, then the Subrecipient shall notify the Department in writing by mailing notice of the dispute to the Assistant Director within ten (10) business days from expiration of the informal dispute resolution process described in Subparagraph 14.1 above.
- 14.3 The Assistant Director shall respond in writing to the Subrecipient within fourteen (14) business days. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) business days after the date the Subrecipient is served with the decision, the Subrecipient files a written notice of appeal with the Human Services Department Director.
- 14.4 The Human Services Department Director shall provide the Subrecipient with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.
- 14.5 Pending a final decision of the Director, the Subrecipient shall diligently proceed with its performance of this Agreement in accordance with the Assistant Director's decision.

15.0 SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void, or illegal by a court shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

16.0 STRICT COMPLIANCE

The County's acceptance of the Subrecipient's performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

17.0 AUDIT REQUIREMENTS

- 17.1 In accordance with A.R.S. § 9-481, the Subrecipient shall, at its own expense, file with the County by March 31st of each Agreement year, either:
 - 17.1.1 Audited financial statements prepared in accordance with federal single audit requirements; or
 - 17.1.2 Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant; or
 - 17.1.3 A Comprehensive Annual Financial Report, prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

18.0 SINGLE AUDIT ACT REQUIREMENTS

The Subrecipient is in receipt of federal funds through the County and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq.*). The Subrecipient shall comply with 2 C.F.R. 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The Subrecipient shall take corrective actions within six (6) months of the date of receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by HUD or the County that the Subrecipient is not in compliance with the audit requirements.

19.0 AUDIT DISALLOWANCES

- 19.1 The Subrecipient shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit in the amount of the disallowance. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
- 19.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the Subrecipient in writing of the disallowance and the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

20.0 SUSPENSION OF WORK

The County may order the Subrecipient, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the County determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Subrecipient. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Agreement.

21.0 STOP WORK ORDER

- 21.1 The County, at any time, by written order to the Subrecipient, require the Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 calendar days after the order is delivered to the Subrecipient, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Subrecipient, or within any extension of that period to which the Parties shall have agreed, the County shall either:
- 21.1.1 cancel the stop work order; or
 - 21.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this Agreement.
- 21.2 The County may make an equitable adjustment in the delivery schedule and/or agreement price, and the agreement shall be modified, in writing, accordingly, if the Subrecipient demonstrates that the stop work order resulted in an increase in costs to the Subrecipient.

22.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

- 22.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
- 22.2 This Agreement may be immediately terminated by the County if the Subrecipient defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Subrecipient's ability to perform any of its obligations under this Agreement. The County reserves the right

to have service provided by persons other than the Subrecipient if the Subrecipient is unable or fails to provide required services within the specified time frame in the work statement.

- 22.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
- 22.3.1 Non-performance of any obligations required by this Agreement.
 - 22.3.2 Noncompliance with any applicable federal, state, or local laws, rules or regulations, including HUD guidelines, policies, or directives.
 - 22.3.3 Unauthorized expenditure of funds.
 - 22.3.4 Improper disposition of program income.
 - 22.3.5 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB Uniform Guidance 2 C.F.R. § 200.
 - 22.3.6 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 22.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Subrecipient shall, without intent to limit or with restrictions, be subject to the following:
- 22.4.1 All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
 - 22.4.2 Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
 - 22.4.3 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under Agreement or rule.
 - 22.4.4 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
 - 22.4.5 The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

23.0 COMPETITIVE BID REQUIREMENTS

- 23.1 If the Subrecipient is authorized to purchase supplies and equipment itemized in the Agreement for utilization in the delivery of contract services, Subrecipient shall

procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one (1) year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

- 23.2 Subrecipient's own bidding procedures shall govern, as long as the procurement practices comport with federal law.
- 23.3 The Subrecipient shall maintain an accessible written procurement manual.

24.0 PROPERTY

- 24.1 Any County property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County, and title to all such property shall revert to the County upon the expiration or termination of this Agreement. The costs to repair such property are the responsibility of the Subrecipient within the limits budgeted in this Agreement.
- 24.2 Any Subrecipient property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the Subrecipient. Repair costs of such property shall be the responsibility of the Subrecipient.
- 24.3 The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

25.0 NON-LIABILITY

The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions shall not be liable for any act or omission by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, agencies, boards, commissions, or Subcontractors occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions be liable for purchases, Subcontract, or agreements made by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, agencies, boards, commissions, or subcontractors in connection with this Agreement.

26.0 RECIPROCAL INDEMNIFICATION

- 26.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert witnesses' fees and other litigation costs) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious 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.
- 26.2 Subrecipient shall add an indemnity clause to all agreements with contractors receiving funds from this agreement requiring that contractor indemnify, defend and hold the County harmless and its officers, officials, employees, and agents (collectively, "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney and expert fees) (collectively

referred to as “claims”) either arising from or related to breach of the contract, but only to the extent such claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions.

27.0 INSURANCE

27.1 The Subrecipient as a public entity is exempt from the Insurance requirements but shall provide a Certificate of Insurance.

27.1.1 The District shall ensure the Insurance thresholds are met:

- 27.1.1.1 Commercial Umbrella a limit of no less than \$2,000,000 for each occurrence;
- 27.1.1.2 General Aggregate Limit \$4,000,000; and
- 27.1.1.3 Workers’ Compensation a limit of no less than \$1,000,000 for each accident

28.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of this Agreement. The provision applies to work performed by Subcontractors at all tiers.

29.0 TECHNICAL ASSISTANCE

The County will provide reasonable technical assistance to the Subrecipient to assist in complying with state and federal laws, and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

30.0 STAFF AND VOLUNTEER TRAINING

The County may make available to the Subrecipient the opportunity to participate in any applicable training activities conducted by the County.

31.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds \$100,000, the Subrecipient agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

32.0 LOBBYING

32.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

- 32.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

33.0 RELIGIOUS ACTIVITIES

The Subrecipient agrees that none of its costs and none of the costs incurred by the Subrecipient or any of its Subcontractors will include any expense for any religious activities.

34.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the County or the Subrecipient or any Subcontractor under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

35.0 COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

36.0 CONFIDENTIAL INFORMATION

- 36.1 Any information obtained in the course of performing this Agreement may include information that is proprietary or confidential to the County. This provision establishes the Subrecipient's obligation regarding such information.
- 36.2 The Subrecipient shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement, or as required by the Arizona Public Records Act. The Subrecipient's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Agreement, the County determines that the procedures and controls in place are not adequate, the Subrecipient shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.
- 36.3 Any requests to the Subrecipient for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

37.0 SAFEGUARDING OF PARTICIPANT INFORMATION

- 37.1 The Subrecipient shall observe and abide by all applicable State of Arizona and federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contracted services. To the extent permitted by law, the Subrecipient shall release information to the County, Department, Attorney General's Office, or other

designated agency as required by the County by the terms of this Agreement or by law.

- 37.2 The Subrecipient shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. §§ 41-161, *et seq.* The Department will advise the Subrecipient as to applicable policies and procedures adopted for such compliance.
- 37.3 The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

38.0 RIGHTS IN DATA

The Parties shall each have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any such available information that is relevant to this Agreement and to the performance under it, except to the extent prohibited by law.

39.0 COPYRIGHTS

If this Agreement results in a book or other written material, then the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

40.0 AGREEMENT COMPLIANCE MONITORING/AUDITING

- 40.1 The County will monitor the Subrecipient's compliance with, and performance under, the terms and conditions of this Agreement and the applicable federal regulations promulgated by HUD and Maricopa County. On-site visits for compliance monitoring may be made by the County and its grantor agencies (or both the County and its grantor agencies) at any time during the Subrecipient's normal business hours, announced or unannounced. For auditing purposes, the County shall provide the Subrecipient with 30-days' advance notice of any proposed on-site visit. During an on-site visit, the Subrecipient shall make all of its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.
- 40.2 The County shall request information for fiscal monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200, to include:
- 40.2.1 Financial Management 2 C.F.R. § 200.302
 - 40.2.2 Internal Controls 2 C.F.R. § 200.303
 - 40.2.3 Bonds 2 C.F.R. § 200.304
 - 40.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305
 - 40.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306
 - 40.2.6 Program Income 2 C.F.R. § 200.307
 - 40.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308
 - 40.2.8 Period of Performance 2 C.F.R. § 200.309
 - 40.2.9 Insurance Coverage 2 C.F.R. § 200.310
 - 40.2.10 Record Retention and Access 2 C.F.R. §§ 200.334 – 200.338
 - 40.2.11 Procurement Standards 2 C.F.R. § 200.318
 - 40.2.12 Indirect Costs 2 C.F.R. § 200.414
 - 40.2.13 Compensation-Personal Services 2 C.F.R. § 200.430

40.2.14 Audit Requirements 2 C.F.R. §§ 200.501-200.517

41.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS

- 41.1 The Subrecipient shall, during the term of this Agreement, immediately inform the Department in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the Subrecipient to notify the Department County of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.
- 41.2 The Department may request, and the Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of such other agreement or grant, when in the opinion of the Department the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.
- 41.3 If the Department determines that the award to the Subrecipient of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, then the Department will prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" section contained in this Agreement.

42.0 MINIMUM WAGE REQUIREMENTS

The Subrecipient warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, *et seq.*), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

43.0 RECOGNITION OF COUNTY SUPPORT

The Subrecipient shall give recognition to the County and the funding source for its support when the Subrecipient publishes materials or releases public information that is paid for in whole or in part with funds received by the Subrecipient under this Agreement.

44.0 GRIEVANCE PROCEDURE

The Subrecipient shall establish a system through which applicants for, and recipients of, services may present grievances and may make appeals about eligibility and other aspects of the Subrecipient's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the County if the grievance is not satisfied at the Subrecipient's level. This system shall include protest procedures for decisions related to contract awards and requests for reasonable accommodation for persons with disabilities.

45.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS

- 45.1 Subrecipient agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website:

<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1>

which is hereby incorporated into this Agreement as if set forth in full herein. In

connection with any service or other activity under this Agreement, Subrecipient shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin.

- 45.2 The Subrecipient, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Subrecipient shall include this clause in all of its Subcontracts. Refer to Paragraph 20.0, (Default and Remedies for Noncompliance).

46.0 EQUAL EMPLOYMENT OPPORTUNITY

- 46.1 The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.
- 46.2 The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer
- 46.3 The Subrecipient shall and shall cause its Subcontractors to comply with:
- 46.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);
- 46.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);
- 46.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);
- 46.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and
- 46.3.5 Arizona Executive Order 2009-09, as amended, *et seq.* which mandates that all persons shall have equal access to employment opportunities.
- 46.4 The Subrecipient shall include the above listed provisions in every subcontract or purchase order, specifically or by reference. The inclusion of these provisions are binding and a requirement of this Agreement.

47.0 DISABILITY REQUIREMENTS

The Subrecipient agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2531 and 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

48.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Agreement, the Subrecipient agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200, *et seq.*

49.0 FINANCIAL MANAGEMENT

- 49.1 The Subrecipient agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 49.2 The Subrecipient shall comply with accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations.
- 49.3 The Subrecipient shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disposed of in a manner specified by the County in accordance with applicable state and federal regulations.
- 49.4 The Subrecipient shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, then it shall be in accord with generally accepted accounting principles.

50.0 RETENTION OF RECORDS

- 50.1 This provision applies to all financial and programmatic records, supporting documents, statistical records, and other records of the Subrecipient that are related to this Agreement.
- 50.2 The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and state auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy, and make use of any and all of the records.

51.0 ADEQUACY OF RECORDS

If the Subrecipient's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, then the Subrecipient shall reimburse the County for the services not supported and documented.

52.0 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

- 52.1 By entering into the Agreement, the Subrecipient warrants compliance with the Federal Immigration and Nationality Act (FINA using E-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Subrecipient shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to Maricopa County upon request. These warranties shall remain in effect through the term of the Agreement. The Subrecipient and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Agreement and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer. I-9 forms are available for download at [USCIS.GOV](https://uscis.gov).
- 52.2 The County retains the legal right to inspect Subrecipient and subcontractor employee documents performing work under this Agreement to verify compliance with paragraph 50.1 of this Section. Subrecipient and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents

available at the time and date specified. Should the County suspect or find that the Subrecipient or any of its subcontractors are not in compliance, the County will consider this a material breach of the Subrecipient and may pursue any and all remedies allowed by law, including, but not limited to; suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Subrecipient. All costs necessary to verify compliance are the responsibility of the Subrecipient.

53.0 DRUG FREE WORKPLACE ACT

The Subrecipient agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that subrecipients and grantees of federal funds must certify that they will provide drug-free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

54.0 EMPLOYMENT DISCLAIMER

54.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

54.2 The Parties agree that no individual performing under this Agreement on behalf of the Subrecipient is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The Subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

54.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a Subrecipient agent, employee, or representative and that no rights of the Subrecipient civil service, the Subrecipient retirement, or the Subrecipient personnel rules shall accrue to or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend and hold harmless the Subrecipient with respect thereto.

55.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

55.1 The Subrecipient, by signing this Agreement, represents that he/she has the authority to bind the Contractor to the terms of this Certification. The Subrecipient, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:

55.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency or any state, or local jurisdiction;

55.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; (2) the violation of any

federal or State antitrust statutes or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

55.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 54.1.2 above; and

55.1.4 Have not, within a three-year period preceding this Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

55.2 The Subrecipient agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

56.0 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

56.1 The Subrecipient agree that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on the Subrecipient employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

56.2 The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the Subrecipient, and copies provided to County upon request; and

56.3 The Subrecipient shall insert the substance of this clause, including this Paragraph 55.0, in all subcontracts over the simplified acquisition threshold (\$250,000 as of June 2021).

57.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If the Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, then the Subrecipient certifies it is not currently engaged in and agrees for the duration of this Agreement not to engage in, a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

58.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

59.0 FORCE MAJEURE

59.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power

or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.

- 59.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 59.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

60.0 SYSTEM FOR AWARD MANAGEMENT

The Subrecipient shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or [SAM.gov](https://sam.gov). Documentation of the UEI Number must be included in all project files. The Subrecipient must remain current with their registration throughout the term of the Agreement. Subrecipients and subcontractors will not receive a subaward until that entity has provided its UEI number. 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.

61.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

- 61.1 The Subrecipient warrants and certifies that it does not currently, and agrees for the duration of the agreement that it will not, use:
- 61.1.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
 - 61.1.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 - 61.1.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 61.2 If the Subrecipient becomes aware during the term of the Agreement that the Subrecipient is not in compliance with this paragraph, the Subrecipient shall notify the County within five business days after becoming aware of the noncompliance. Failure of the Subrecipient to provide a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

62.0 PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

SECTION 2
SPECIAL PROVISIONS

1.0 STANDARDS

The Subrecipient shall perform the work and provide the services as identified in the Work Statement and shall immediately notify the Department whenever the Subrecipient is unable to, or anticipates an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The Subrecipient acknowledges that any inability to perform the work and provide the services, or comply with the standards set forth in, this Agreement may subject the Subrecipient to the remedies provided in Section 1 (General Provisions), Paragraph 20.0, (Default and Remedies for Noncompliance).

2.0 COMPLIANCE WITH LAWS, RULES & REGULATIONS

- 2.1 This Agreement and the Parties to it, are subject to all applicable federal, state, or local laws, rules, and regulations. The Subrecipient shall ensure compliance, and the Subrecipient shall comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement.
- 2.2 The Subrecipient shall comply with requirements of the Housing and Urban Development Equal Access Rule at 24 C.F.R. Part 5, Final Rule 5863, to ensure equal access to housing and services regardless of gender identity.
- 2.3 The Subrecipient shall comply with federal, state, and County requirements as they relate to the general federal grant requirements.
- 2.4 The Subrecipient shall ensure compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, incorporated herein by reference.

3.0 PROGRAM INCOME

- 3.1 All income received from project activities funded by this Agreement, shall be considered program income and subject to the requirements set forth in HUD Program regulations. Program Income includes, but is not limited to:
 - 3.1.1 sales/lease returns on investment; and
 - 3.1.2 payments of principal and interest on loans.
- 3.2 Program Income received by the Subrecipient shall be tracked and returned to the County as follows:
 - 3.2.1 program income shall be tracked by the Subrecipient and accounted for in a separate fund or account;
 - 3.2.2 documentation supporting the amount of program income received shall be submitted quarterly with the quarterly progress report; and
 - 3.2.3 all program income shall be submitted at the end of each fiscal year, June 30th with a program income log that states program income received during the year.
- 3.3 Program income that is received after at the end of this Agreement shall be sent to the County in accordance with 24 C.F.R. § 92.503 within 30 days of receipt.

4.0 ACCEPTANCE OF FUNDS

Subrecipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to the County within thirty (30) calendar days after receipt, unless Subrecipient receives a written waiver of this requirement by the County.

5.0 ADMINISTRATIVE REQUIREMENTS

- 5.1 Accounting Standards - The Subrecipient agrees to comply and to adhere to the accounting principles and procedures required to utilize adequate internal controls

and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).

- 5.2 Procurement - All procurement completed under this Agreement shall comply with the requirements at 2 C.F.R. Part 200, Subpart D, Procurement Standards. The Subrecipient may utilize their own procurement system that meets or exceeds the requirements in 2 C.F.R. 200 Subpart D. The Subrecipient shall maintain an accessible policy adopting 2 C.F.R. 200 Subpart D or a written procurement manual.
- 5.3 Repayment of Funds – The Subrecipient agrees to repay funds provided under this Agreement for noncompliance with the terms of this Agreement. Repayment shall be in accordance with the terms of this Agreement or the requirement of applicable laws and regulations, including continuing use compliance. The County may specify in writing the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or compliance with the alternative terms be accomplished any later than sixty (60) calendar days following the written determination of noncompliance by the County.
- 5.4 Documentation and Record Keeping - The Subrecipient shall comply with the following record keeping requirements:
- 5.4.1 Records to be maintained - The Subrecipient shall maintain all records required by the federal regulations specified in 24 C.F.R. Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
- 5.4.1.1 Records providing a full description of each activity undertaken;
- 5.4.1.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program, including HUD required revisions that may be released after this Agreement has been executed;
- 5.4.1.3 Records required for determining the eligibility of activities;
- 5.4.1.4 Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance (Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 C.F.R. Part 570.505, as applicable);
- 5.4.1.5 Records that demonstrate citizen participation;
- 5.4.1.6 Records that demonstrate compliance regarding acquisitions, displacement, relocation, and replacement housing;
- 5.4.1.7 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- 5.4.1.8 Financial records as required by 24 C.F.R. Part 570.502, 2 C.F.R. § 200, and OMB Circulars;
- 5.4.1.9 Other records necessary to document compliance with Subpart K of 24 C.F.R. § 570;
- 5.4.1.10 Records documenting compliance with Section 3 of the Housing Development Act of 1968; and
- 5.4.1.11 Records documenting all procurement decisions and processes, including but not limited to quotes, bids, proposals, and bidder lists.
- 5.4.2 Public Facilities - Records that demonstrate continuing ownership and eligible use of facility according to CDBG regulations.

- 5.4.3 Outcome Measures – The Subrecipient shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.
- 5.4.4 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all requirements have been met. In the event of litigation, a claim, or an audit is begun before the expiration of this retention period, said records shall be retained until all such action or audit findings involving the records have been resolved.
- 5.4.5 Disclosure - The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.
- 5.4.6 Client Data - The Subrecipient shall maintain client data:
 - 5.4.6.1 Demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and
 - 5.4.6.2 Required to meet reporting requirements including client race and ethnicity, and a description of the service(s) provided.
- 5.4.7 Property Records - The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.
- 5.4.8 Audits and Inspections - All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, their designees, or the federal government, at any time during normal business hours, as often as the County deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports must be addressed by the Subrecipient within 45 calendar days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments.
- 5.4.9 The Subrecipient hereby agrees to have an Annual Audit conducted in accordance with Maricopa County Human Services' Admin Manual – Community Development. The Annual Audit requirement is applicable regardless of the amount of funding received by Subrecipients via this Agreement.
- 5.4.10 Continuing Use Requirements - If the activity is a public facility, the Subrecipient shall provide the County, on an annual basis, a Certificate of Use Statement certifying that the facility is being used to meet a national objective and eligible activity.
- 5.5 Performance Monitoring - The County shall monitor the Subrecipient to determine if CDBG -funded activities are implemented and administered in accordance with this Agreement and all applicable federal requirements and gauge performance of the Subrecipient against goals and performance standards required in this Agreement. The Subrecipient will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring. Failure of Subrecipient to administer, implement and perform as determined by federal

regulations and County policies shall constitute non-compliance with this Agreement and is subject to the Default and Remedies for Noncompliance provided in this Agreement.

5.6 Subcontracts

5.6.1 Approvals - The Subrecipient shall not commit to any pre-contract costs or enter into any Subcontract(s) with any agency or individual in the performance of this Agreement without the Notice to Proceed from the County. Execution of construction Subcontracts may not occur until a letter stating the Subrecipient is not on the debarred list is received from the County.

5.6.2 UEI Number: All Subcontractors shall have a valid UEI number and an active profile in the federal System for Award Management (SAM). Subcontractors will not receive a subaward until that entity has provided its UEI number. 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.

5.6.3 Selection Process - The Subrecipient shall insure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all Subcontracts shall be forwarded to the County along with documentation, if requested, concerning the selection process.

5.6.4 Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701) - The Subrecipient shall include the "Section 3" clause in all Subcontracts and The Subrecipient shall take appropriate action should a Subcontractor be in violation of any HUD or County regulations. The Subrecipient shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 75 Subpart C.

5.6.5 Agreement Monitoring - The Subrecipient shall monitor/review all Subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in the Progress Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.

5.6.6 Noncompliance by Subcontractor(s) may lead to default of this Agreement and subject the Subrecipient to the Default and Remedies for Noncompliance provisions of this Agreement.

6.0 POLICY/ADMINISTRATIVE MANUALS USE

By executing this Agreement, the Subrecipient acknowledges receipt of and agrees to be familiar with and comply with the policies/procedures established in the most recent Administrative Manual, dated September 20, 2017, as may be revised.

7.0 ENVIRONMENTAL CONDITIONS

7.1 Notwithstanding any provision of this Agreement, the Parties agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 C.F.R. Part §58. The Parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

7.2 The Subrecipient agrees to comply with: The National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 C.F.R. Parts 1500 - 1508, Environmental

Review Procedures for Title I of the Community Development Block Grant program pursuant thereto Title 24 C.F.R. Part 58, Subpart A; and with all conditions required in the process of the environmental assessment. An Environmental Review Record (ERR) shall be completed before taking any physical action on a site or entering into Agreements. If federal funds are involved in an activity, then neither federal nor non-federal funds may be expended or committed by Agreement (conditional or not) for activities related to this project including design work, until the County provides written authorization based on approval of an ERR.

- 7.3 Air and Water - The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
- 7.3.1 Clean Air Act, 42 USC § 7401, et seq., as amended.
 - 7.3.2 Federal Water Pollution Control Act, as amended, 33 USC § 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.
 - 7.3.3 Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.
 - 7.3.4 The Subrecipient agrees to comply with conditions set forth by the Air Quality Department or other County agency, as required.
- 7.4 Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. (In the case of housing, the homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.)
- 7.5 Historic Preservation - The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC § 470) and the procedures set forth in 36 C.F.R. Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older, or that are listed or eligible for the National Register of Historic places or included on any state or local historic property inventory or any archaeological findings.
- 7.6 Notice to Proceed (NTP) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and NTP shall rest with the County. It is the responsibility of the Subrecipient to notify the County, and to refrain from making any commitments and expenditures on a site until a Notice to Proceed has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

8.0 TIMELY IMPLEMENTATION

The Subrecipient agrees that timely implementation of the activity is essential. Subrecipient agrees that implementation of activities including design/development or construction (or both) shall commence not later than 90 calendar days after the execution of this Agreement. If the 90-day commencement date is not met, or whenever a

Subrecipient's implementation of an activity lags the contractual activity schedule by 90 calendar days or more, the Subrecipient shall be required to submit to the Assistant Director or their designee a written statement to CDAC describing the reasons for failure to implement the activity within the stipulated time frame. The Subrecipient shall allow the County to provide technical assistance if the project is more than 90 calendar days behind schedule. In addition, the Subrecipient must present a corrective action plan that ensures timely implementation, as provided for in the Administrative Manual. Failure to implement the activity in a timely manner shall be considered ineffective use of funds as well as a material failure to comply with all terms of the award of this Agreement and shall be considered cause for termination of this Agreement.

9.0 ACTIVITY COMPLETION

Upon the final payment to the Subrecipient by the County, the activity shall be considered complete. Upon completion of the Work Statement, all unspent CDBG resources shall be returned to the CDBG unprogrammed funds account. The Subrecipient shall continue to be responsible for compliance activities for the life of the assisted activity. The close-out letter generated by the County shall detail these responsibilities and shall be sent to the Subrecipient. The Subrecipient agrees to comply with the stipulations in the close-out letter that addresses responsibilities after the close of an activity.

10.0 ADDITIONAL CERTIFICATIONS AND WARRANTIES

10.1 The Subrecipient agrees that it undertakes hereby the same obligations as the County has undertaken to HUD pursuant to the Annual Action Plan and Certifications, with respect to this Agreement. The Subrecipient shall hold County harmless and indemnify it against any damage or other liability which County may incur with respect to HUD as a result of any failure on the part of Subrecipient to comply with the requirements of any such obligation. The Subrecipient shall be obligated to the requirements of this Agreement including the subparagraphs of this paragraph 12.1 and Section 5 Attachments, which include Certification for a Drug-Free Workplace (Attachment 1), Certification of Payments to Influence Federal Transactions (Attachment 2), and Specific CDBG Certifications (Attachment 3).

10.1.1 The Housing and Community Development Act of 1974 (P.L. 93-383) as amended by the Housing and Urban Rural Recovery Act of 1983 (P.L. 98-181), the Housing and Community Development Act of 1987 and the Cranston-Gonzalez National Affordable Housing Act (P.L. 101-625);

10.1.2 Regulations of the Department of Housing and Urban Development relating to Community Development Block Grants (Title 24, Chapter V, Part 570 of the Code of Federal Regulations (C.F.R.), commencing at Section 570.1);

10.1.3 Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended; Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended; Section 104 and 109 of the Title I of the Housing and Community Development Act of 1974 as amended; EXECUTIVE ORDER 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086; and any HUD regulations heretofore issued or to be issued to implement these authorities related to Civil Rights; the requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and regulations in 2 C.F.R. § 200.321 and of Section 281 of the National Housing Affordability Act;

10.1.4 Section 504 of the Rehabilitation Act of 1973 as amended and the Americans With Disabilities Act, of 1990;

- 10.1.5 Fair Housing Amendments Act of 1988;
- 10.1.6 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and the Uniform Relocation Act Amendments of 1987 (Title IV, P.L. 100-17, April 2, 1987, and regulations adopted to implement that Act pursuant thereto Title 24, C.F.R. Part 42 as amended;
- 10.1.7 The Architectural Barriers Act of 1969 (42 U.S.C. Section 4151-4157); The Hatch Act relating to the conduct of political activities (Chapter 15 of Title 5, U.S.C.);
- 10.1.8 Section 902 of the Housing and Community Development Amendments of 1978 (P.L. 95-557);
- 10.1.9 Executive Order 11246 of September 24, 1966, and the regulations issued pursuant thereto (41 C.F.R. Chapter 60), 24 CFR 570.607, as revised by Executive Order 13279, and the applicable non-discrimination provisions in Section 109 of the HCDA are still applicable relating to nondiscrimination in employment and contracting opportunities;
- 10.1.10 The Labor Standards Regulations set forth in 24 C.F.R., Part 570.603; the Davis-Bacon Act as amended; the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq); the Copeland "Anti-Kickback" Act (18 U.S.C. 874, et seq; 40 U.S.C. § 276a-276a-5; 40 USC § 327 and 40 USC § 276c; and implementing regulations of the U.S. Department of Labor at 29 C.F.R. 5) and all other applicable Federal, state and local laws and regulations pertaining to labor standards. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request;
- 10.1.11 Executive Order 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" pursuant to Title VI of the Civil Rights Act; and
- 10.1.12 The Drug-Free Workplace Act of 1988 as it applies to this activity.
- 10.2 The Subrecipient shall warrant and cause its Subcontractors to warrant that they are in compliance with immigration laws and regulations at A.R.S. §§ 41-4401 and 23-214.
- 10.3 Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of
 - 10.3.1 2 C.F.R. § 225, "Cost Principles for State, Local and Indian Tribal Governments," and
 - 10.3.2 2 C.F.R. § Part 200 including Subpart D – Post Federal Award Requirements, Subpart E – Cost Principles, and Subpart F – Audits. Subrecipients that are non-profits shall comply with the requirements and standards of:
 - 10.3.2.1 2 C.F.R. Part 230, "Cost Principles for Nonprofit Organizations," or 2 C.F.R. 220, "Cost Principles for Educational Institutions," as applicable,
 - 10.3.2.2 OMB Circular A-134, "Financial Accounting Principles and Standards," and
 - 10.3.2.3 2 C.F.R. § Part 200 including Subpart D – Post Federal Award Requirements, Subpart E – Cost Principles, and Subpart F – Audits. Audits shall be conducted annually.
 - 10.3.3 It is the responsibility of the Subrecipient to ensure the latest documents are consulted and followed.

- 10.3.4 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior agreements, representations, statements and undertakings are hereby expressly cancelled.
- 10.3.5 The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 3
WORK STATEMENT

1.0 SPECIAL FEDERAL AND PROJECT PROVISIONS

- 1.1. Program Activity: The Subrecipient agrees to implement the activity fully as described in:
 - 1.1.1. This Work Statement in accordance with the terms of the 2020-2025 Five-Year Consolidated Plan,
 - 1.1.2. The 2023-24 Action Plan submitted by the County to HUD for funds to carry out the activity,
 - 1.1.3. The Subrecipient’s application for funding, as approved by the Board of Supervisors,
 - 1.1.4. The Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with
 - 1.1.5. Any Cooperation Agreements between the Subrecipient and the County (as applicable).

2.0 SCOPE OF WORK

- 2.1 Project Description: The Subrecipient shall remove 41 existing lights and replace them with 48 lights along 10,505 feet of roadway and shorten the average distance between the poles from 270ft to 200ft or less. The project will be located in the Town of Guadalupe.
- 2.2 Project Purpose: Provide the residents of the Town of Guadalupe with a well-lit neighborhood, thus achieving the goal of greater safety and security in the neighborhood.
- 2.3 Project Beneficiaries: The project will benefit approximately 755 residents in the Town of Guadalupe.
- 2.4 Project Staff: The Subrecipient shall maintain staff qualified to perform the duties of the project. The Subrecipient shall immediately notify the County regarding any changes in staff committed to the CDBG project. The County reserves the right to review the qualifications of new staff committed to the CDBG project after the execution of this Agreement.
- 2.5 Subcontractors: The Subrecipient shall select Subcontractors in accordance with Administrative Requirement of this Agreement. The Subrecipient shall contract with responsible and qualified Subcontractors to perform the duties of the project. The Subrecipient shall verify the qualifications of each Subcontractor through license verification, references, and SAM.gov.

3.0 IMPLEMENTATION SCHEDULE

Activity	Duration	Start	End
Engineering & Contract Documents	121 Days	November 1, 2023	March 1, 2024
Bidding and Contract Approval	31 Days	March 1, 2024	April 1,2024
Construction	153 Days	April 1, 2024	September 1,2024
Closeout	31 Days	September 1, 2024	October 1, 2024

4.0 NOTICES

For Maricopa County Human Services Department:
 Shawn Pierce
 Deputy Director
 602-506-5006
shawn.pierce@maricopa.gov
 234 N. Central Avenue, 3rd Floor
 Phoenix, Arizona 85004

For Town of Guadalupe:
Jeff Kulaga
Town Manager
jkulaga@guadalupeaz.org
480-505-5376
9241 S. Avenida del Yaqui
Guadalupe, Arizona 85283

Unless otherwise noted, all notices to a Party required or permitted under this Agreement shall be in writing to the persons at the addresses listed above.

SECTION 4
BUDGET AND COMPENSATION

1.0 BUDGET

1.1	Activity	Budget	Program Year	Fiscal Year
	Engineering, Construction, Management, and Closeout	\$493,600.00	PY2023	FY2024
	Total	\$493,600.00		

1.2 The County shall provide an amount not-to-exceed four hundred ninety-three thousand, six hundred dollars (\$493,600.00) subject to the terms of this Agreement and availability of funds. Funding is provided under ALN 14.218 U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds for Program Year 2023. This Agreement price constitutes the County's entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

2.0 COMPENSATION

2.1 The County shall provide financial assistance in an amount not to exceed the amount listed on page 1 of this Agreement and subject to the terms of this Agreement and availability of funds.

2.2 The County shall reimburse the Subrecipient on a net "0" payments standard.

3.0 METHOD OF PAYMENT

3.1 The Subrecipient agrees to submit monthly reimbursement requests to County unless monthly expenditures for the activity do not exceed One Thousand Dollars (\$1,000.00). County agrees to reimburse Subrecipient for actual allowable costs incurred, upon certification of Release of Funds and submittal by Subrecipient of an itemized statement of actual expenditures incurred, supported by back up documentation such as:

3.1.1 invoices and copies of checks showing payment of invoices and/or

3.1.2 timesheets showing hours worked on eligible activities.

3.2 The Subrecipient shall submit to the County a Request for Reimbursement of all expenditures within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1st through June 30th, and all Requests for Reimbursement shall be submitted no later than July 30th for the preceding fiscal year.

3.3 All requests for reimbursement shall be submitted to:

HSDFINANCE@MARICOPA.GOV.

3.4 Reimbursement by County is not to be construed as final in the event that HUD disallows reimbursement for the activity or any portion thereof.

3.5 Funds not expended in implementing this CDBG activity or upon completion of the activity shall be returned to the CDBG unprogrammed funds account as provided by the Administrative Manual. Request for reimbursement must be made using the Request for Reimbursement form provided by the County.

3.6 The Subrecipient shall comply with all requirements under 2 C.F.R. 200.415, incorporated herein by reference

3.7 The County shall reimburse the Subrecipient on a net zero (0) payments standard

4.0 TIMELINESS

The Subrecipient will submit Requests for Reimbursements to the County at least quarterly, provided Subrecipient has expended at least \$1,000.

5.0 DISALLOWED COSTS

- 5.1 The cost principles set forth in 2 C.F.R. 200 as applicable, and the Code of Federal Regulations, 48 C.F.R., Chapter 1, Subchapter e, Part 31 including later amendments and editions on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Agreement provisions that provide for the reimbursement of costs. Those costs that are specifically defined as unallowable in 48 C.F.R., Chapter 1, Subchapter e, Part 31 therein will not be submitted for reimbursement by the Subrecipient and may not be reimbursed with County funds.
- 5.2 The Subrecipient shall follow cost principles as outlined in Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200.

6.0 FINAL REIMBURSEMENT UPON CONTRACT TERMINATION

- 6.1 Upon termination of this Agreement, at the date identified on page 1 of this Agreement, or as may be amended, the Subrecipient shall submit the final reimbursement request.
 - 6.1.1 This request shall be submitted no later than 30 calendar days after the termination date except as noted immediately below.
 - 6.1.2 If the termination date is between June 10 and June 30, then the final reimbursement request shall be submitted by July 10.
 - 6.1.3 The final progress report, and any other required reports that may be applicable, such as the program income report, shall be submitted with the final reimbursement request.

SECTION 5
ATTACHMENTS

ATTACHMENT 1

**Certification for
a Drug-Free Workplace**

U.S. Department of Housing
and Urban Development

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official		Title	
Signature		Date	
X			

form HUD-50070 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

ATTACHMENT 2

**Certification of Payments
to Influence Federal Transactions**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 03/31/2020)

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Previous edition is obsolete

Form HUD 50071 (01/14)
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

ATTACHMENT 3
Specific CDBG Certifications

The Subrecipient certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 C.F.R. § 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing and expand economic opportunities primarily for persons of low- and moderate-income. (See 24 C.F.R. Parts 91 and 570.)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Annual Action Plan may also include activities that the Subrecipient certifies are designed to meet other community development needs having an urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. **Overall Benefit.** The aggregate use of CDBG funds including Section 108 (See 24 C.F.R. Part 570, Subpart M) guaranteed loans during program year(s) 2021, 2022, and 2023-(a period specified by the Subrecipient consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low- and moderate-income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period; and
3. **Special Assessments.** It shall not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction shall not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a

source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant shall be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Fair Housing Act (42 U.S.C. §§ 3601-3619) and implementing regulations.

Lead-Based Paint -- Its notification, inspection, testing, interim controls, and abatement procedures concerning lead-based paint shall comply with the requirements of 24 C.F.R. §570.608.

Compliance with Laws -- It shall comply with applicable laws.

Signature/Authorized Town Official

Date

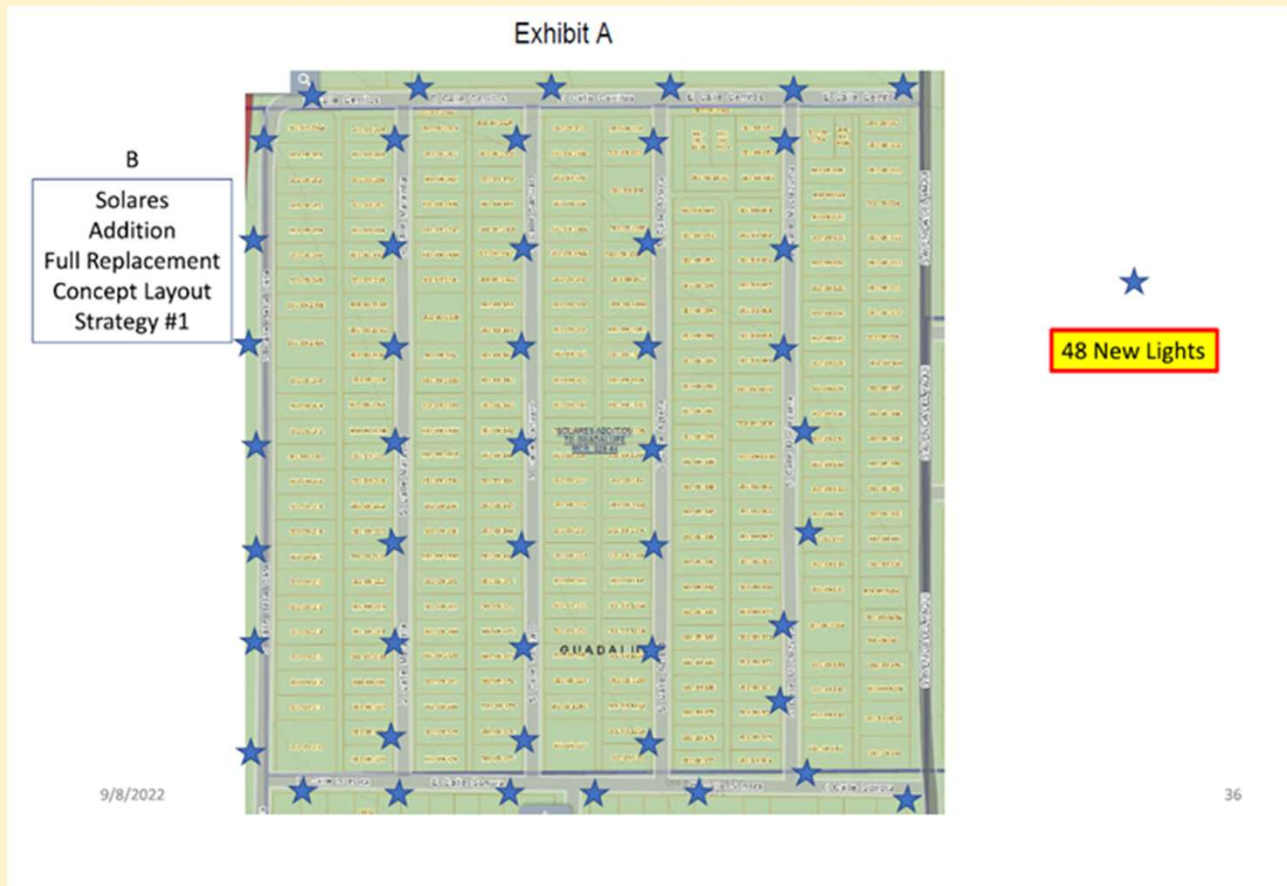
Printed/Typed Name

Title

Subrecipient Name



Solares Roadway & Neighborhood Lighting Project





Solares Roadway & Neighborhood Lighting Project

Project Scope:

- Remove 41 streetlights & replace with 48 new streetlights.

Limits: Solares neighborhood:

- Bounded by Calle Cerritos, Calle Sonora, Calle Bella Vista, and Avenida del Yaqui.

Approvals:

- Initiated by Town Council, October 27, 2022,
- Awarded by Maricopa County, February 8, 2023,
- Available October, 2023.
- Agreement April 11, 2024

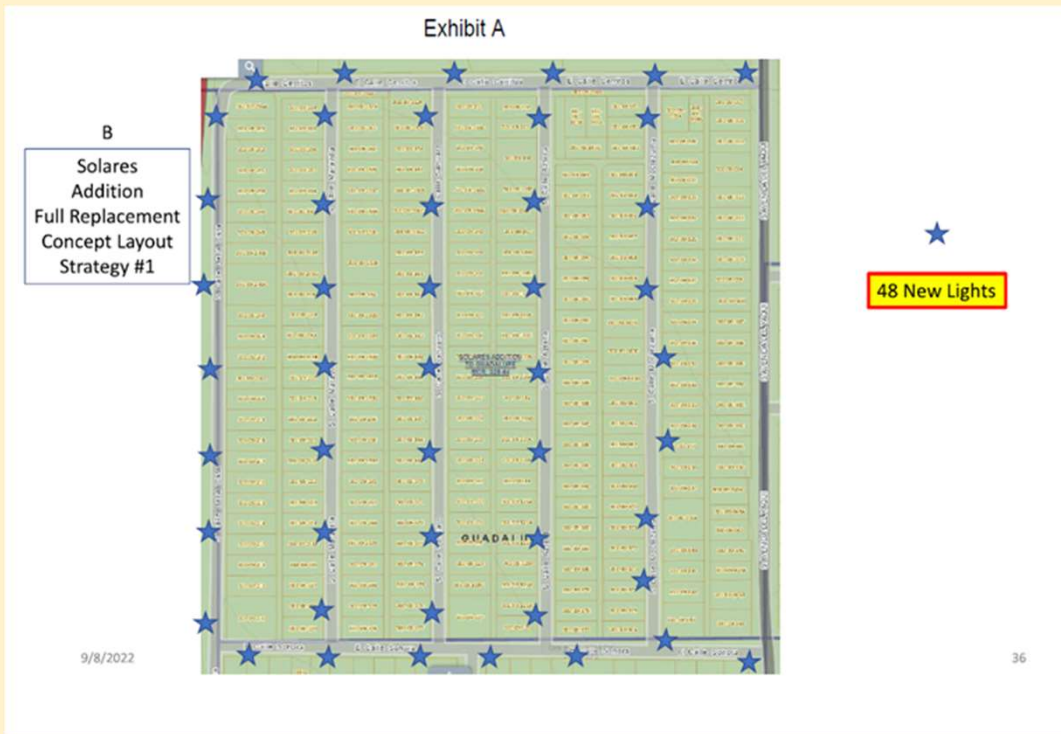
Funds

- CDBG Grant awarded project: \$493,600





Solares Roadway & Neighborhood Lighting Project



Thank You

AMENDMENT NO. 1
TO THE
AGREEMENT
BETWEEN
MARICOPA COUNTY
AND
TOWN OF GUADALUPE

- I. Maricopa County (“County”) and Town of Guadalupe (“Subrecipient”) fully executed a financial Agreement (“Agreement”) on or about November 2, 2022, to design and replace the wastewater system of the Town of Guadalupe, resulting in improved system reliability, capacity, and longevity for the residents. The County and the Subrecipient collectively are referred to here as the “Parties.”

The Subrecipient will improve the wastewater system by removing potential blockages and relining/replacing existing wastewater pipes. The County provided the Subrecipient with \$550,275 in U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program Year/Fiscal Year 2022/2023 (PY/FY 22/23) funds under Assistance Listing Number (ALN) 14.218 . The term of the Agreement is from November 2, 2022, through November 1, 2024.

- II. The Parties now agree to amend the Agreement through this Amendment No. 1. This Amendment No. 1 is subject to and incorporates the provisions of A.R.S. § 38-511 and addresses the following:

- A. Revise Section 1 (GENERAL PROVISIONS) as follows:

- 1. Revise Paragraph 10.0 to add Subparagraph:
 - 10.4 Subrecipient must ensure any Subaward recipient or subcontractor is compliant with all and general federal grant requirements, including reporting requirements.
- 2. Revise Paragraph 24.0 RECIPROCAL INDEMNIFICATION to add Subparagraph 24.1:
 - 24.1 Subrecipient shall add an indemnity clause to all agreements with contractors receiving funds from this agreement requiring that contractor indemnity, defend and hold the County harmless and its officers, officials, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney and expert fees) (collectively referred to as “claims”) either arising from or related to breach of the contract, but only to the extent such claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions.
- 3. Remove Paragraph 25.0 INSURANCE in its entirety and replace with the following:
 - 25.0 INSURANCE
 - 25.1 The Subrecipient as a public entity is exempt from the Insurance requirements but shall provide a Certificate of Insurance.
 - 25.1.1 The District shall ensure the Insurance thresholds are met:

- 25.1.1.1 Commercial Umbrella a limit of no less than \$2,000,000 for each occurrence;
 - 25.1.1.2 General Aggregate Limit \$4,000,000; and
 - 25.1.1.3 Workers' Compensation a limit of no less than \$1,000,000 for each accident
4. Remove Paragraph 58.0 UYGHUR FORCED LABOR PREVENTION ACT in its entirety and replace with the following:
- 59.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)
- 59.1 The Subrecipient warrants and certifies that it does not currently, and agrees for the duration of the agreement that it will not, use:
- 59.1.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
 - 59.1.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 - 59.1.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 59.2 If the Subrecipient becomes aware during the term of the Agreement that the Subrecipient is not in compliance with this paragraph, the Subrecipient shall notify the County within five business days after becoming aware of the noncompliance. Failure of the Subrecipient to provide a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.
5. Add the following Paragraph:
- 59.0 SYSTEM FOR AWARD MANAGEMENT
The Subrecipient shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or SAM.gov. Documentation of the UEI Number must be included in all project files. The Subrecipient must remain current with their registration throughout the term of the Agreement. Subrecipients and subcontractors will not receive a subaward until that entity has provided its UEI number. 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.
6. Add the following paragraph:
- 60.0 PROVISIONS REQUIRED BY LAW
Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.
7. Add the following Paragraph:
- 61.0 ACRONYMS AND DEFINITIONS
Acronyms and Definitions found under 2 C.F.R. §§ 200.0 & 200.1 are incorporated by reference.

- B. Revise Section 2 (SPECIAL PROVISIONS) as follows:
 - 1 Revise Paragraph 2.0 COMPLIANCE WITH LAWS, RULES & REGULATIONS to add Subparagraphs:
 - 2.3 The Subrecipient shall comply with federal, state, and County requirements as they relate to the general federal grant requirements.
 - 2.4 The Subrecipient shall ensure compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, incorporated herein by reference.
 - 2 Revise Paragraph 6.0 ADMINISTRATIVE REQUIREMENTS, Subparagraph 6.6 Subcontracts, to remove in their entirety and replace with the following Subparagraphs:
 - 6.6.2 UEI Number: All Subcontractors shall have a valid UEI number and an active profile in the federal System for Award Management (SAM). Subcontractors will not receive a subaward until that entity has provided its UEI number. 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25
 - 6.6.4 Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). The Subrecipient shall include the Section 3 clause in Subcontracts, as required, and shall take appropriate action under the Subcontract upon a finding that the Subcontractor is in violation of regulations issued by HUD/County. The Subrecipient shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 75 Subpart C.

- C. Revise Section 3 (WORK STATEMENT) as follows
 - 1. Revise Paragraph 2.0 SCOPE OF WORK, Subparagraph 2.1 Project Description, by removing in its entirety and replacing with the following:
 - 2.1 Project Description: The subrecipient shall complete design, engineering, and construction of the wastewater system to open, and cut repair 2 segments totaling 12 linear feet, 17 segments of cured-in-place pipe lining totaling 5,648 LF, and epoxy coat 5 manholes. The project will be located in the Town of Guadalupe.

 - 2. Remove Paragraph 3.0 IMPLEMENTATION SCHEDULE in its' entirety and replace with the following:

3.0 IMPLEMENTATION SCHEDULE

Activity	Duration	Start	End
Design and Construction Documents	221 Days	October 14, 2022	May 23, 2023
Bidding and Contract Approval	116 Days	May 24, 2023	September 17, 2023
Construction	120 Days	September 18, 2023	January 16, 2024
Closeout	104 Days	January 17, 2024	April 30, 2024

- III. The Agreement is amended to incorporate the changes contained in this Amendment No.
 - 1. All other terms and conditions of the Agreement, and all previously fully executed Amendment shall remain in full force and effect as approved and amended as executed by the Parties.

IV. The Parties have authorized the undersigned to execute this Amendment No. 1 on their behalf and it shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment No. 1:

THE TOWN OF GUADALUPE:

MARICOPA COUNTY:

By:

By:

Valerie Molina Date
Mayor

Jack Sellers, Chairman Date
Board of Supervisors

Attested to:

Attested to:

Jeff Kulaga Date
Town Clerk

Juanita Garza Date
Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE TOWN OF GUADALUPE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO.1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

By:

APPROVED AS TO FORM:

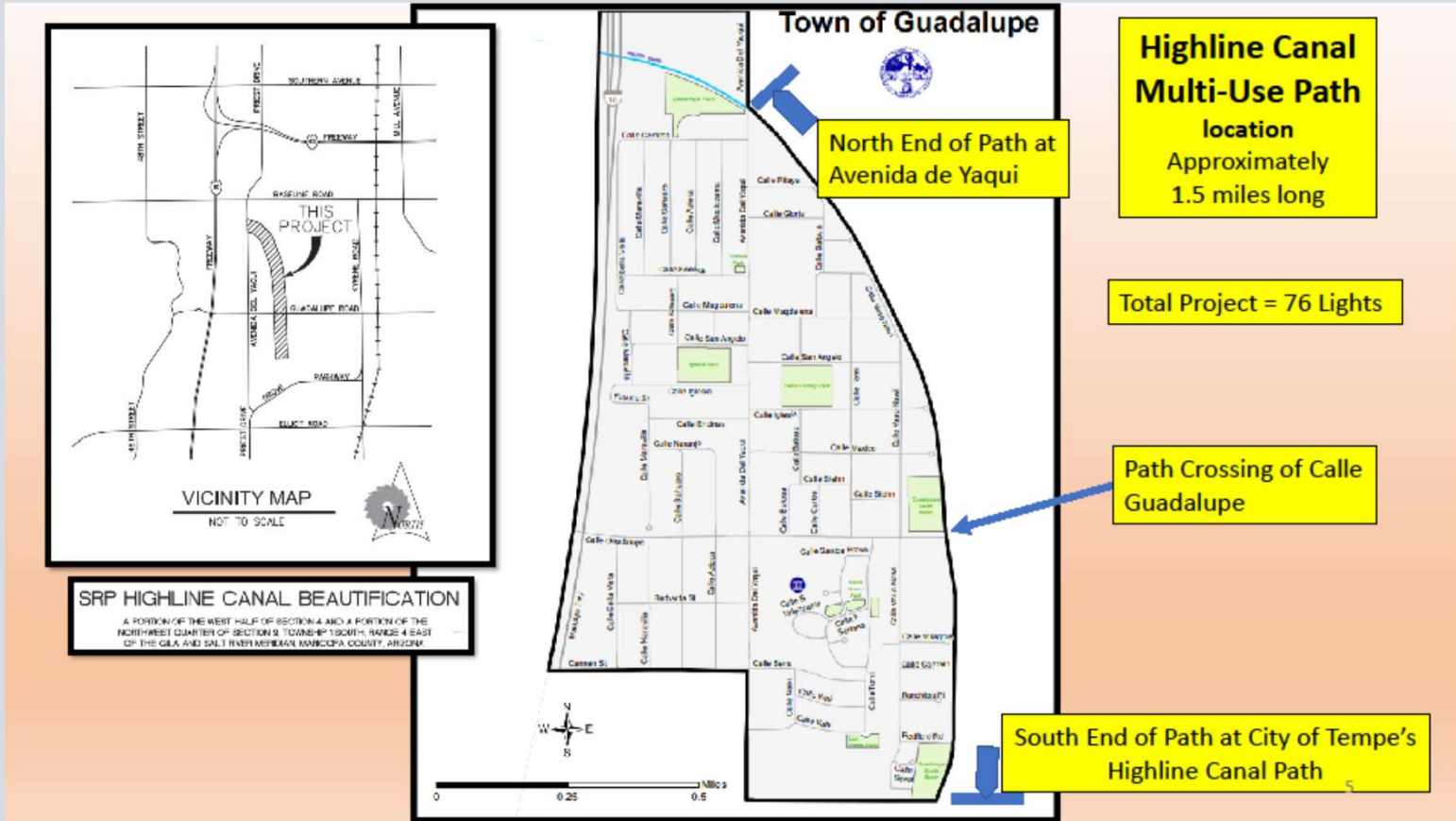
By:

Attorney for the Subrecipient Date

Deputy County Attorney Date



Highline Canal Recreational Path Lighting Replacement Project





Highline Canal Recreational Path Lighting Replacement Project

Project Scope

Replace 76 inoperable solar powered path lighting fixtures and poles to improve path safety along the 1.5-mile path.

Replace solar lights with conventional hard-wired lights involving:

- Remove existing pedestrian lighting poles, battery boxes, fixtures, solar panels.
- Install new pedestrian lighting poles, fixtures, new power conduit, pull boxes, trenches and electrical cabinets.

REVISED Estimated Project Cost: \$1,235,936





Highline Canal Recreational Path Lighting Replacement Project



Overall Project Status/Schedule:

- Design and Bidding – Complete
- Construction Administration – ADOT
- Construction Contract Awarded – Roadway Electric
- Outreach / Notification – Town of Guadalupe

- Contract Duration – 250 Calendar Days
- Notice to Proceed (NTP) – March 21, 2024
- On-Site Construction Start – April 15, 2024
- Phase 1, Phase 2
- Anticipated Completion – December 2024

Highline Canal Recreational Path Lighting Replacement Project

Thank you



Town Council Meeting
April 11, 2023





Highline Canal Recreational Path Lighting Replacement Project

Project Background

In 2013, the Town of Guadalupe established the recreational path and beautified the Highline Canal by installing a concrete path, landscaping, security fence, benches, artwork, and installing solar lighting.

2013-2014: Design, Engineering, Planning

2014-2015: Construction, Completion

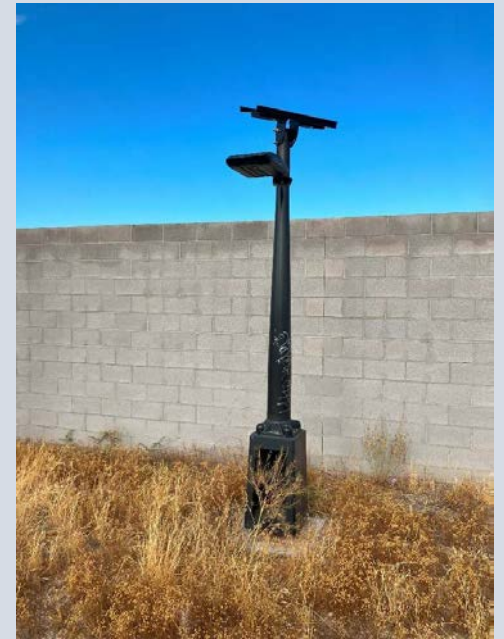
Total Cost: \$1,035,720



Highline Canal Recreational Path Lighting Replacement Project

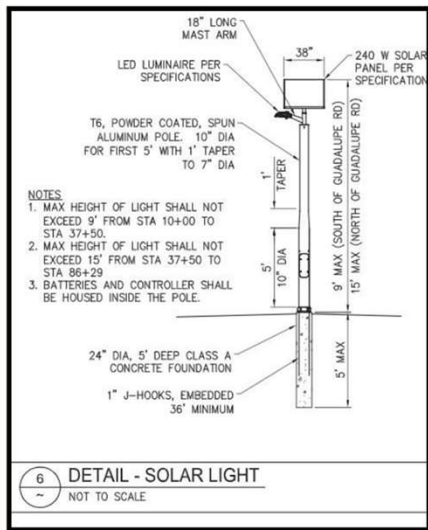


76 path lights in disrepair





Highline Canal Recreational Path Lighting Replacement Project



Original Plan Detail

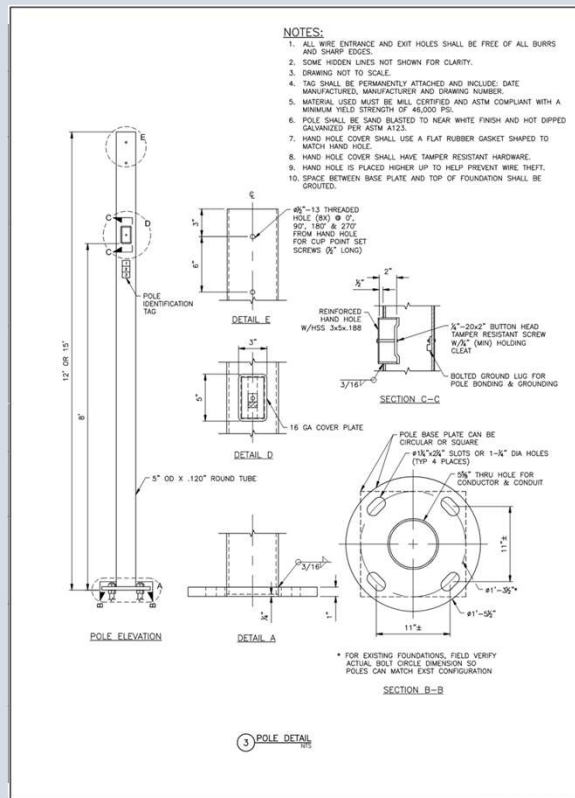
Specifications called for: 24 Volt DC Battery pack with 10-year warranty that is charged by 240 watt solar panel. Aluminum poles of 9', 15', 25' & 30' were also called for?



Typical Installation "Solar Light" installation on the North Segment (North of Calle Guadalupe Rd.) – 48 such installations, only 4 of the installations are the taller poles.



Highline Canal Recreational Path Lighting Replacement Project



Example of new light,
fixture and pole

12' to 15' in height



Highline Canal Recreational Path Lighting Replacement Project

Project Purpose

The purpose of the project is to improve pedestrian and bicyclist safety.

- Since the 2015 completion, the solar lighting system has been subjected to repeated vandalism and theft.
- Replacement solar battery pack cost over \$500 each.
- These packs were continuously stolen, no longer affordable to replace.
- Path lighting has been abandoned, while funding sources were sought.



Town Council Meeting
April 11, 2023



Highline Canal Recreational Path Lighting Replacement Project

Project Outreach

Community Outreach letters sent 44 adjacent property owners and 12 neighboring agencies.

Three responses:

- City of Tempe – proposed lighting
- Maricopa County Parks & Recreation – Maricopa Trail
- Adjacent property owner and neighbor – several questions.



Accounts Payable

Checks by Date - Detail by Check Date

User: bgarcia@guadalupeaz.org
 Printed: 4/4/2024 2:02 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
68644	ALPHAGRA 57785	Alphagraphics Public records request	01/05/2024	83.47
Total for Check Number 68644:				83.47
68645	ALVILLA1 120323	Alvillar, Sumaya Security Deposit Refund	01/05/2024	150.00
Total for Check Number 68645:				150.00
68646	ANDRADEI 122323	Andrade, David Security Deposit Refund	01/05/2024	150.00
Total for Check Number 68646:				150.00
68647	ARENASJO 111123	Arenas, Joseph Security Deposit Refund	01/05/2024	150.00
Total for Check Number 68647:				150.00
68648	AZCART 113023GUAAP	Arizona Cart Services Inc Yard Clean up Bi-Monthly	01/05/2024	232.00
Total for Check Number 68648:				232.00
68649	BIGBRAND 3011-4124345 3011-4124345	Big Brand Tire and Services Tire replacement Tire replacement	01/05/2024	2,042.84 2,042.84
Total for Check Number 68649:				4,085.68
68650	BOUNDTRE 85165730 85179458 85179459	Bound Tree Medical LLC EMS Disposable Supplies EMS Small Tools EMS Disposables	01/05/2024	917.12 630.87 1,181.30
Total for Check Number 68650:				2,729.29
68651	COTAA 112323 122923	Cota Soto, Anita Security Deposit Refund Security Deposit Refund	01/05/2024	150.00 150.00
Total for Check Number 68651:				300.00
68652	EWING 21246611 21246619	Ewing Irrigation Products Inc Basin Park repairs PO 6997	01/05/2024	286.41 98.96
Total for Check Number 68652:				385.37
68653	Fragosoc 123023	Cristina Fargoso Building repairs for San Diego Bay	01/05/2024	1,935.08

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 68653:	1,935.08
68654	FIERROME 788	Fierro Media HD LLC Council Meeting w/Town Council (Dec 2023)	01/05/2024	450.00
			Total for Check Number 68654:	450.00
68655	FIRETRUC 1025	Fire Truck Solutions Frame repair	01/05/2024	1,559.68
			Total for Check Number 68655:	1,559.68
68656	GADDYCYT 122623	Gaddy, Cynthia Security Deposit Refund	01/05/2024	280.00
			Total for Check Number 68656:	280.00
68657	GUSTROSE 431062	Gust Rosefeld P.L.C. Legal services rendered for the period ending Nc	01/05/2024	302.50
			Total for Check Number 68657:	302.50
68658	INSITECH 192380	Insituform Technologies, LLC TOG Wastewater Collection System Rehabilitaic	01/05/2024	144,382.86
			Total for Check Number 68658:	144,382.86
68659	JAIMESR 121723	Jaimes, Roberto Security Deposit Refund	01/05/2024	150.00
			Total for Check Number 68659:	150.00
68660	LIQUID SVC2064157	Liquid Environmental Solutions of AZ, LLC Senior Center Grease Trap Cleaning	01/05/2024	84.57
			Total for Check Number 68660:	84.57
68661	NEXTLEVE 1422	NextLevel Fabrications llc Steel gates and fences at Guadalupe Cemetery	01/05/2024	6,000.00
			Total for Check Number 68661:	6,000.00
68662	PROEM 137802-1	Pro EM Party and Event Rentals, LLC Navidad event	01/05/2024	6,761.12
			Total for Check Number 68662:	6,761.12
68663	SCHADE R7A12968 R7A12968 R7A13502 R7A13502 R7A13590 R7A13590	Riviera Finance milk delivery milk delivery Milk Delivery Milk Delivery milk delivery milk delivery	01/05/2024	44.86 60.23 44.86 60.23 44.86 60.23
			Total for Check Number 68663:	315.27
68664	SIMSBS 248249	Sims Business Systems Printer Black & White	01/05/2024	59.10
			Total for Check Number 68664:	59.10

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
68665	SUMMITWE 231562-1	Summit West Signs Troubleshoot exisiting marquee.	01/05/2024	495.00
Total for Check Number 68665:				495.00
68666	TESTLUKE GF113023	Tempe St Luke's Hospital November 2023	01/05/2024	225.97
Total for Check Number 68666:				225.97
68667	WASTECON 6309230T300	Waste Connections of AZ Inc Residential pick up charges	01/05/2024	27,583.65
Total for Check Number 68667:				27,583.65
12202219	AVESIS 3035683	Avesis Insurance dental insurance	01/05/2024	7.51
	3035683	dental insurance		33.03
	3035683	dental insurance		74.07
	3035683	dental insurance		3.76
	3035683	dental insurance		1.88
	3035683	dental insurance		24.34
	3035683	dental insurance		1.41
	3035683	dental insurance		9.13
	3035683	dental insurance		2.82
	3035683	dental insurance		66.75
	3035683	dental insurance		15.20
	3035683	dental insurance		11.33
	3035683	dental insurance		2.82
	3035683	dental insurance		20.68
	3035683	dental insurance		9.38
	3035683	dental insurance		7.05
	3035683	dental insurance		9.38
Total for Check Number 12202219:				300.54
12202220	AYALAJUA 003	Ayala, Juan Fill in for HDM driver	01/05/2024	60.00
Total for Check Number 12202220:				60.00
12202221	AZDOR 110123	AZ Department of Revenue nov 23 sales tax	01/05/2024	324.20
Total for Check Number 12202221:				324.20
12202222	AZDEQ 0000396710X	AZ Dept of Environmental Qual WQL Water Quality	01/05/2024	3,568.00
Total for Check Number 12202222:				3,568.00
12202223	BLUECBS 120123	Blue Cross/Blue Shield of AZ Health Insurance	01/05/2024	446.41
	120123	Health Insurance		3,379.21
	120123	Health Insurance		895.34
	120123	Health Insurance		1,561.40
	120123	Health Insurance		491.87
	120123	Health Insurance		14,047.60
	120123	Health Insurance		246.62
	120123	Health Insurance		3,441.80
	120123	Health Insurance		1,193.79

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	120123	Health Insurance		416.99
	120123	Health Insurance		179.07
	120123	Health Insurance		923.45
	120123	Health Insurance		6,141.34
	120123	Health Insurance		1,888.68
	120123	Health Insurance		985.13
	120123	Health Insurance		3,036.62
	120123	Health Insurance		1,193.79
			Total for Check Number 12202223:	40,469.11
12202224	CHASE 110123	Chase Bank bank service charge	01/05/2024	295.92
			Total for Check Number 12202224:	295.92
12202225	TEBLDGS	City of Tempe - Customer Service	01/05/2024	
	120523	CAP (10%)		17.05
	120523	Maintenance yard		51.51
	120523	COMMERCIAL REFUSE: 4 yd container 3 wee		86.03
	120523	SENIOR CENTER-RECREATION		34.54
	120523	SENIOR CENTER-HDM		6.91
	120523	COMMERCIAL REFUSE:4 yd container 1 weel		34.41
	120523	TIANGUIS		642.06
	120523	5426 E Calle Cerritos-STOTTLEMEYER PARK		140.05
	120523	Maravilla/Naranja - Hydrant meter-used by mair		205.19
	120523	COMMERCIAL REFUSE: 8 yd container 5 wee		482.15
	120523	COMMERCIAL REFUSE: 4 yd container 1 wee		8.60
	120523	5653 E CALLE PITAYA-Maricopa Co Basin La		91.46
	120523	COMMERCIAL REFUSE: 4 yd container 3 wee		28.68
	120523	BIEHN PARK SPRINKLERS 1		129.60
	120523	BOTANICAL GARDEN		58.04
	120523	9700 CALLE VAUO NAWI - RETENTION BA		2,773.62
	120523	FIRE DEPT		190.48
	120523	COMMERCIAL REFUSE: 4 yd container 1 wee		43.02
	120523	TOWN HALL IRRIGATION		37.45
	120523	SENIOR CENTER-CONG		27.65
	120523	TOWN HALL - 9241 (60%)		102.30
	120523	CEMETERY		87.81
	120523	5426 E Calle Cerritos-STOTTLEMEYER PARK		108.00
	120523	LIBRARY (30%)		51.15
	120523	BIEHN PARK SPRINKLERS 2		928.07
	120523	5928 E GUADALUPE - RETENTION BASIN		2,664.33
	120523	7830 S AVE DEL YAQUI - RETENTION BASI		1,127.75
	120523	HEADSTART		59.09
	120523	COMMERCIAL REFUSE: 4 yd container 3 wee		28.68
	120523	COMMERCIAL REFUSE: 4 yd container 3 wee		28.68
	120523	8234 S Calle Batoua		37.36
			Total for Check Number 12202225:	10,311.72
12202226	TEWBILLS	City of Tempe - Customer Service	01/05/2024	
	121423	Water Bill		91.05
	121423	Water Bill		71.12
	121423	Water Bill		83.85
	121423	Water Bill		82.81
	121423	Water Bill		140.00
	121423	Water Bill		81.07
	121423	Water Bill		65.23
	121423	Water Bill		134.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	121423	Water Bill		54.95
	121423	Water Bill		94.59
	121423	Water Bill		85.17
Total for Check Number 12202226:				983.84
12202227	EQUITABL	Equitable Financial Life Insurance Compan	01/05/2024	
	1494847	Life Insurance		3.16
	1494847	Life Insurance		5.23
	1494847	Life Insurance		1.38
	1494847	Life Insurance		73.15
	1494847	Life Insurance		5.23
	1494847	Life Insurance		1.29
	1494847	Life Insurance		11.24
	1494847	Life Insurance		0.78
	1494847	Life Insurance		5.44
	1494847	Life Insurance		1.04
	1494847	Life Insurance		6.57
	1494847	Life Insurance		7.26
	1494847	Life Insurance		13.89
	1494847	Life Insurance		6.33
	1494847	Life Insurance		2.55
Total for Check Number 12202227:				144.54
12202228	GUZMANL 120423	Guzman Gordillo, Luis tailgate for truckbed	01/05/2024	250.00
Total for Check Number 12202228:				250.00
12202229	METLIFE	Metropolitan Life Ins Co	01/05/2024	
	12012023	Health Insurance		31.92
	12012023	Health Insurance		4.77
	12012023	Health Insurance		11.92
	12012023	Health Insurance		6.38
	12012023	Health Insurance		31.92
	12012023	Health Insurance		24.21
	12012023	Health Insurance		62.13
	12012023	Health Insurance		10.38
	12012023	Health Insurance		114.78
	12012023	Health Insurance		10.10
	12012023	Health Insurance		79.82
	12012023	Health Insurance		24.67
	12012023	Health Insurance		335.29
	12012023	Health Insurance		89.91
	12012023	Health Insurance		38.71
	12012023	Health Insurance		23.07
	12012023	Health Insurance		314.81
Total for Check Number 12202229:				1,214.79
12202230	MYTEK 71103	Mytek Network Solutions new monitors	01/05/2024	743.44
Total for Check Number 12202230:				743.44
12202231	NATFIRE	National Fire Control	01/05/2024	
	FX-90780	Annual inspections		130.01
	FX-90780	Annual inspections		130.00
	FX-90780	Annual inspections		130.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 12202231:	390.01
12202232	NELSONA 122023	Nelson, Amanda table covers for navidad event	01/05/2024	129.78
			Total for Check Number 12202232:	129.78
12202233	OFFDUTY INV64008 INV64008 INV64026 INV64030 INV74669 INV75667 INV75686 INV76811 INV76816 INV76816 INV80477 INV81461 INV81475	Off Duty Managment Inc ODM Town of Guadalupe ODM Town of Guadalupe Quinceanera 45th anniversary tibal recognition Veteran's day Parade ODM Town of Guadalupe Traffic Control Tree Lighting/ Parade Dominguez Event Tree Lighting event Virgin Mary Fiesta and Procession Navidad Wedding	01/05/2024	501.78 501.78 1,108.10 1,338.08 878.12 1,170.82 501.78 2,007.12 2,400.00 3,370.48 501.78 1,651.69 1,170.82
			Total for Check Number 12202233:	17,102.35
12202234	PITBOWCC 3106399239	Pitney Bowes postage ink	01/05/2024	231.96
			Total for Check Number 12202234:	231.96
12202235	RITTERM 49	Mike Ritter Code Compliance contract 64 hours	01/05/2024	1,920.00
			Total for Check Number 12202235:	1,920.00
12202236	Roman 15	Roman, Alvina Custodian services	01/05/2024	120.00
			Total for Check Number 12202236:	120.00
12202237	SRP1277 120923	Salt River Project STREET LIGHT AARA CAP OFFICE (930 SQ FT = 6%) RETENTION BASIN-SPRINKLER METER SECURITY LIGHT TOWN HALL-NEW (16,374 SQ FT) STREET LIGHT ACCOUNT 603010175 SECURITY/STREET LIGHTS @ PARK FIRE DEPT SECURITY LIGHT SENIOR CENTER-CONG RETENTION BASIN-SPRINKLER METER BALLFIELD RESTROOMS SENIOR CENTER-RECREATION CEMETERY TRAFFIC SIGNAL ACCT 603030126 TIANGUIS MAINTENANCE YARD STOTTLEMEYER PARK RESTROOMS STOTTLEMEYER PARK (North Basin) FIRE DEPT BALLFIELD/PARK LIGHTS	01/05/2024	161.21 87.69 32.63 224.52 1,023.06 2,425.40 264.30 18.20 164.22 31.17 32.10 205.28 33.23 235.14 3,404.97 152.63 47.44 635.94 481.90 836.30

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	120923	HEADSTART		351.14
	120923	SENIOR CENTER-HDM		41.06
	120923	RETENTION BASIN-SPRINKLER METER		32.54
	120923	SPRINKLERS @ STREET @ YYAP BLDG		31.80
	120923	STREET LIGHT ACCOUNT 603010762		39.58
	120923	SEWER METERING STATION		34.30
	120923	STRAW BALE HOUSE: MAINT YD		63.61
	120923	LIBRARY (3900 SQ FT = 24%)		350.76
Total for Check Number 12202237:				11,442.12
12202238	SHAMROCK	Shamrock Foods Company	01/05/2024	
	29413037	chemicals clealing supplies, disposibles		190.98
	29413037	chemicals clealing supplies, disposibles		22.92
	29413037	chemicals clealing supplies, disposibles		168.06
	29413037	Beverages, Dry, frozen, refrigerated, perishable f		916.54
	29413037	Beverages, Dry, frozen, refrigerated, perishable f		451.43
	29643894	Beverage, Dairy, frozen, refrigerated, dry, produc		1,524.70
	29643894	Beverage, Dairy, frozen, refrigerated, dry, produc		750.96
	29643894	Disposables and non food items/Supplies		19.07
	29643894	Disposables and non food items/Supplies		139.86
	29643894	Disposables and non food items/Supplies		158.94
Total for Check Number 12202238:				4,343.46
12202239	SWGAS99	Southwest Gas Corporation	01/05/2024	
	120123	Utility assistance		200.00
	120123	Utility assistance		76.07
Total for Check Number 12202239:				276.07
12202240	TCI	TCI Security	01/05/2024	
	38712	Alarm Monitoring		132.53
Total for Check Number 12202240:				132.53
12202241	VERIZON	Verizon Wireless	01/05/2024	
	9950956618	Cell Phone & Data Svcs Maint On Call Night		30.73
	9950956618	Cell Phone & Data Svcs Fire		40.84
	9950956618	Cell Phone & Data Svcs Maint On Call Day		40.84
	9950956618	Cell Phone & Data Svcs Comm Dev phone		40.84
	9950956618	Cell Phone & Data Svcs Comm Dev Jetpack		40.01
	9950956618	Cell Phone & Data Svcs Fire 2 Ipad		38.01
	9950956618	Cell Phone & Data Svcs Fire Heart Monitor		40.01
	9950956618	Cell Phone & Data Svcs Maint On Call		40.84
	9950956618	Cell Phone & Data Svcs COVID 1 Iphone		40.84
	9950956618	Cell Phone & Data Svcs COVID 1 Ipad		38.01
	9950956618	Cell Phone & Data Svcs COVID 2 Iphone		40.84
	9950956618	Cell Phone & Data Svcs Maint Ipad		38.01
	9950956618	Cell Phone & Data Svcs COVID 2 Ipad		38.01
	9950956618	Cell Phone & Data Svcs Fire 1 Ipad		38.01
Total for Check Number 12202241:				545.84
12202242	WEX	WEX Bank	01/05/2024	
	93670981	Gas Expense		85.04
	93670981	Gas Expense SC		45.66
	93670981	Gas Expense SC		1,790.57
	93670981	Gas Expense SC		298.27
	93670981	Gas Expense		44.73
	93670981	Gas Expense		1,387.21

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 12202242:	3,651.48
			Total for 1/5/2024:	297,802.31
12202243	TE9999 112923	City of Tempe - Customer Service Utility Assistance Acct 1920300000	01/09/2024	212.02
			Total for Check Number 12202243:	212.02
12202244	SRP999	Salt River Project	01/09/2024	
	110623	Utility assistance SRP acct: 503-268-001		400.00
	110623	Utility assistance SRP acct: 594-958-005		77.16
	110723	Utility assistance SRP acct: 183-040-004		335.90
	110723	Utility assistance SRP acct: 458-440-005		400.00
	110823	Utility assistance SRP acct: 287-988-005		199.90
	110823	Utility assistance SRP acct: 258-958-003		400.00
	110823	Utility assistance SRP acct: 581-194-001		400.00
	110923	Utility assistance SRP acct: 033-538-009		250.00
	110923	Utility assistance SRP acct: 709-267-005		202.22
	110923	Utility assistance SRP acct: 480-138-005		400.00
	111523	Utility assistance SRP acct: 107-686-003		200.00
	111523	Utility assistance SRP acct: 769-868-008		400.00
	112223	Utility assistance SRP acct: 118-918-001		74.95
	112223	Utility assistance SRP acct:582-034-001		400.00
	112223	Utility assistance SRP acct: 672-605-005		400.00
	112723	Utility assistance SRP acct: 695-537-006		134.75
	112723	Utility assistance SRP acct: 957-309-009		160.44
	112923	Utility assistance SRP acct:501-645-005		71.80
	113023	Utility assistance SRP acct: 989-457-000		400.00
			Total for Check Number 12202244:	5,307.12
12202246	SWGAS99	Southwest Gas Corporation	01/09/2024	
	110823	Utility Assistance acct 910003906810		200.10
	110823	Utility Assistance acct 910002598125		400.00
	110923	Utility Assistance acct 910001684984		335.00
	111423	Utility Assistance acct 910003496102		400.00
	111523	Utility Assistance acct 910003346909		393.04
	111523	Utility Assistance acct 910001922339		109.87
	111523	Utility Assistance acct 910001911042		323.78
	111623	Utility Assistance acct 910001687722		400.00
	112123	Utility Assistance acct 910001911028		98.25
	112223	Utility Assistance acct 910001922395		41.71
	112223	Utility Assistance acct 910001706065		166.18
	112223	Utility Assistance acct 910001687735		188.91
	112723	Utility Assistance acct 910001681994		171.44
			Total for Check Number 12202246:	3,228.28
			Total for 1/9/2024:	8,747.42
68668	SUPPORTP 011224	Support Payment Clearinghouse PR Batch 00812.01.2024 Garnishment CS	01/12/2024 PR Batch 00812.01.2024 Gar	259.62
			Total for Check Number 68668:	259.62
68669	AZDOR	AZ Department of Revenue	01/12/2024	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	010124	Credited account in error with amount of \$15431		18,837.92
			Total for Check Number 68669:	18,837.92
			Total for 1/12/2024:	19,097.54
68670	ATOMICPC	Atomic Pest Control	01/19/2024	
	1779773	Pest Control Fire		37.70
	1779773	Pest Control Sr Center		7.30
	1779773	Pest Control Out Headstart		70.33
	1779773	Pest Control Head Start		18.69
	1779773	Pest Control Sr Center		7.30
	1779773	Pest Control Stot Biehn Park		70.33
	1779773	Pest Control Sr Center		7.30
	1779773	Pest control Tianguis		189.88
	1779773	Pest Control Maint Yard		166.82
	1779773	Pest Control Library		36.15
	1779773	Pest Control Town Hall		84.39
	1779773	Pest Control Maint Office		70.33
	1779773	Pest control CAP		98.48
			Total for Check Number 68670:	865.00
68671	BIGBRAND	Big Brand Tire and Services	01/19/2024	
	3011-4236080	Tire Replacement		213.06
	3011-4236080	Tire Replacement		213.05
			Total for Check Number 68671:	426.11
68672	BOUNDTRE	Bound Tree Medical LLC	01/19/2024	
	85190912	EMS Disposable Supplies		35.69
	85199041	EMS Disposable Supplies		1,005.58
			Total for Check Number 68672:	1,041.27
68673	FIGUEROL	Figuroa, Lorenzo	01/19/2024	
	011324	Security deposit refund		150.00
			Total for Check Number 68673:	150.00
68674	GADDYCYT	Gaddy, Cynthia	01/19/2024	
	011724	Cancelled Patio Event		690.00
			Total for Check Number 68674:	690.00
68675	HAASALER	HAAS Alert	01/19/2024	
	INV22210	Digital Alerting Transponder		623.00
			Total for Check Number 68675:	623.00
68676	KONICAMI	Konica Minolta	01/19/2024	
	291376909	B&W color meter		369.33
			Total for Check Number 68676:	369.33
68677	LINDE	Linde Gas and Equipment Inc.	01/19/2024	
	39521110	Medical equipment		50.96
	40085698	Medical equipment		54.19
			Total for Check Number 68677:	105.15

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
68678	marcosde 123456	C/O Scott Glasser Marcos de Niza Mariach Tree Lighting event	01/19/2024	300.00
Total for Check Number 68678:				300.00
68679	MODEL1 RA111002023:01	Model 1 Commercial Vehicles INC Annual inspection performance	01/19/2024	2,818.77
Total for Check Number 68679:				2,818.77
68680	RITEWAY 5690	Rite Way Communications hours online, updating phone and voice mail pro;	01/19/2024	115.00
Total for Check Number 68680:				115.00
68681	SCHADE R7A13321 R7A13321 R7A13688 R7A13688 R7A13777 R7A13777	Riviera Finance Milk Delivery Milk Delivery Milk Delivery Milk Delivery Milk Delivery Milk Delivery	01/19/2024	60.23 44.86 60.23 44.86 60.23 44.86
Total for Check Number 68681:				315.27
68682	SIMSBS 250054	Sims Business Systems Printer Black and White	01/19/2024	53.95
Total for Check Number 68682:				53.95
68683	SITTON 4205	Sitton Security LLC Code Cut Keys	01/19/2024	167.70
Total for Check Number 68683:				167.70
68684	TRAFFICA A1618041 A1619596	Trafficade Traffic Control and Barricade Ser Holiday Light Parade Holiday Light Parade	01/19/2024	223.23 5,038.66
Total for Check Number 68684:				5,261.89
68685	WASTECON 6310426T300 6394518T300 6395706T300	Waste Connections of AZ Inc Roll off Account Residential pick up charges Roll Off Account	01/19/2024	3,226.40 55,167.30 5,123.62
Total for Check Number 68685:				63,517.32
12202256	ALLSTREA 20133465 20133465 20133465 20133465 20133465 20133465 20133465 20133465 20133465 20133465 20133465 20133465 20133465 20133465 20133465	Allstream Sheriff Kitchen, Spare Finance DES Town Clerk Sr Center Mayor, Council Fax Council Council Sheriff, Fax Guadalupe CDC CAP	01/19/2024	45.38 18.15 18.79 11.01 10.17 36.30 63.53 18.15 9.08 29.52 18.15 72.60 45.83

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20133465	Council		36.30
Total for Check Number 12202256:				432.96
12202257	AZCART 123123GUAAP	Arizona Cart Services Inc Yard Clean up Bi-Monthly December 2023	01/19/2024	232.00
Total for Check Number 12202257:				232.00
12202258	AVESIS 3047743	Avesis Insurance dental insurance	01/19/2024	7.51
	3047743	dental insurance		1.41
	3047743	dental insurance		9.38
	3047743	dental insurance		33.03
	3047743	dental insurance		3.76
	3047743	dental insurance		1.88
	3047743	dental insurance		16.89
	3047743	dental insurance		24.34
	3047743	dental insurance		66.75
	3047743	dental insurance		18.99
	3047743	dental insurance		9.38
	3047743	dental insurance		9.13
	3047743	dental insurance		2.82
	3047743	dental insurance		7.05
	3047743	dental insurance		74.07
	3047743	dental insurance		11.33
	3047743	dental insurance		2.82
Total for Check Number 12202258:				300.54
12202259	AZDOR 010524	AZ Department of Revenue Dec 23 Taxes	01/19/2024	324.95
Total for Check Number 12202259:				324.95
12202260	BLUECBS 121723	Blue Cross/Blue Shield of AZ Health Insurance	01/19/2024	3,379.20
	121723	Health Insurance		246.62
	121723	Health Insurance		3,441.80
	121723	Health Insurance		179.07
	121723	Health Insurance		9,584.89
	121723	Health Insurance		446.41
	121723	Health Insurance		985.13
	121723	Health Insurance		416.99
	121723	Health Insurance		3,909.97
	121723	Health Insurance		1,888.68
	121723	Health Insurance		1,561.40
	121723	Health Insurance		923.45
	121723	Health Insurance		1,193.79
	121723	Health Insurance		895.34
	121723	Health Insurance		1,193.79
	121723	Health Insurance		3,036.62
	121723	Health Insurance		491.87
Total for Check Number 12202260:				33,775.02
12202261	BLUFACE NSV029295	Blueface US Local Telephone Service	01/19/2024	160.53
Total for Check Number 12202261:				160.53

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
12202262	TE9999	City of Tempe - Customer Service	01/19/2024	
	010324	Utility assistance		290.36
	010524	Utility assistance		146.46
	011024	Utility assistance		273.88
	120623	Utility assistance		129.66
	121323	Utility assistance		294.97
	122723	Utility assistance		87.76
Total for Check Number 12202262:				1,223.09
12202263	TEBLDGS	City of Tempe - Customer Service	01/19/2024	
	010924	Maintenance yard		55.37
	010924	COMMERCIAL REFUSE:4 yd container 1 weel		36.13
	010924	COMMERCIAL REFUSE: 4 yd container 1 wee		9.03
	010924	SENIOR CENTER-CONG		30.39
	010924	COMMERCIAL REFUSE: 4 yd container 3 wee		30.11
	010924	LIBRARY (30%)		57.49
	010924	HEADSTART		64.97
	010924	7830 S AVE DEL YAQUI - RETENTION BASI		125.68
	010924	5426 E Calle Cerritos-STOTTLEMEYER PARK		488.72
	010924	COMMERCIAL REFUSE: 4 yd container 3 wee		90.33
	010924	BIEHN PARK SPRINKLERS 1		146.56
	010924	BIEHN PARK SPRINKLERS 2		172.48
	010924	SENIOR CENTER-RECREATION		37.98
	010924	CEMETERY		88.60
	010924	9700 CALLE VAUO NAWI - RETENTION BA		126.75
	010924	TOWN HALL IRRIGATION		42.97
	010924	COMMERCIAL REFUSE: 4 yd container 3 wee		30.11
	010924	Maravilla/Naranjo - Hydrant meter-used by mair		213.27
	010924	5426 E Calle Cerritos-STOTTLEMEYER PARK		41.80
	010924	BOTANICAL GARDEN		102.84
	010924	5653 E CALLE PITAYA-Maricopa Co Basin La		112.01
	010924	SENIOR CENTER-HDM		7.60
	010924	TOWN HALL - 9241 (60%)		114.98
	010924	COMMERCIAL REFUSE: 8 yd container 5 wee		482.15
	010924	8234 S Calle Batoua		37.36
	010924	FIRE DEPT		211.48
	010924	COMMERCIAL REFUSE: 4 yd container 3 wee		30.11
	010924	COMMERCIAL REFUSE: 4 yd container 1 wee		45.17
	010924	5928 E GUADALUPE - RETENTION BASIN		121.45
	010924	TIANGUIS		525.67
	010924	CAP (10%)		19.16
Total for Check Number 12202263:				3,698.72
12202264	TEWBILLS	City of Tempe - Customer Service	01/19/2024	
	01012024	Water Bill		85.17
	01012024	Water Bill		94.51
	01012024	Water Bill		87.72
	01012024	Water Bill		57.67
	01012024	Water Bill		73.40
	01012024	Water Bill		37.79
	01012024	Water Bill		90.26
	01012024	Water Bill		72.85
	01012024	Water Bill		104.86
	01012024	Water Bill		69.82
	01012024	Water Bill		82.80
Total for Check Number 12202264:				856.85

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
12202265	COX 010124 010124 010124	Cox Communications, Inc 8413 S Avenida del Yaqui Sr Center 9241 S Avenida del Yaqui	01/19/2024	378.59 30.98 325.00
Total for Check Number 12202265:				734.57
12202266	DIBBLENG 1016014.22-13 1016014.26-2 1016014-97 106014.27-2	Dibble and Associates Consulting Engineer Wastewater Collection System Rehab CDBG Guadalupe Fire Station Drainage Improve Guadalupe Town Engineer Solares Plus Neighborhood Streetlighting	01/19/2024	19,364.50 12,814.20 6,594.00 33,367.00
Total for Check Number 12202266:				72,139.70
12202267	EQUITABL 1503529 1503529 1503529 1503529 1503529 1503529 1503529 1503529 1503529 1503529 1503529 1503529 1503529 1503529 1503529 1503529 1503529	Equitable Financial Life Insurance Compan Life Insurance Life Insurance Life Insurance Life Insurance Life Insurance Life Insurance Life Insurance Life Insurance Life Insurance Life Insurance Life Insurance Life Insurance Life Insurance Life Insurance Life Insurance Life Insurance Life Insurance	01/19/2024	3.84 5.23 0.78 7.26 3.92 9.85 10.61 1.02 5.44 0.75 6.57 73.15 2.55 8.85 1.04
Total for Check Number 12202267:				140.86
12202268	FAITH 1076050 1076050 1076050 1076050	Faith Ledyard and Faith PLC Professional Services 2500-1 Municipal/General Professional Services 2500-1 Municipal/General Professional Services 2500-1 Municipal/General Professional Services 2500-1 Municipal/General	01/19/2024	33.33 4,004.00 33.33 33.34
Total for Check Number 12202268:				4,104.00
12202269	CDC 121123	Guadalupe Comm Develop Corp Draw 1 GCDC Rehad	01/19/2024	43,539.00
Total for Check Number 12202269:				43,539.00
12202270	HOME2871 010224 010224 010224 010224 010224 010224 010224 010224 010224 010224 010224 010224 010224 010224 010224 010224	Home Depot Credit Services Cemetery maintenance maintenance Fire Cemetery Mercado decore Town hall repairs Fire cleaning supplies Fire Cemetery Mercado Cleaning Supplies Mercado decore Fire repairs	01/19/2024	102.73 273.66 155.43 273.96 -84.33 238.90 40.47 50.00 16.77 21.60 128.17 27.94 32.38

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	010224	Mercado Patio office		302.71
	010224	Townhall decor		18.82
	010224	Maintenance office		415.91
	010224	maintenance		173.47
	010224	Cemetery		200.00
	010224	Mercado Cleaning Supplies		21.57
	010224	Fire cleaning supplies		-17.57
Total for Check Number 12202270:				2,392.59
12202271	MCSHER DEC23HSNG JAN24PATROL	MCSO Patrol and Per Diem Billing December 2023 Detention Services January 2024 Patrol Services	01/19/2024	
				1,216.24
				212,375.66
Total for Check Number 12202271:				213,591.90
12202272	METLIFE	Metropolitan Life Ins Co	01/19/2024	
	121523	Health Insurance		114.78
	121523	Health Insurance		89.91
	121523	Health Insurance		6.38
	121523	Health Insurance		79.82
	121523	Health Insurance		314.81
	121523	Health Insurance		10.38
	121523	Health Insurance		23.07
	121523	Health Insurance		24.67
	121523	Health Insurance		335.29
	121523	Health Insurance		4.77
	121523	Health Insurance		62.13
	121523	Health Insurance		38.71
	121523	Health Insurance		31.92
	121523	Health Insurance		10.10
	121523	Health Insurance		31.92
	121523	Health Insurance		24.21
	121523	Health Insurance		11.92
Total for Check Number 12202272:				1,214.79
12202273	MINERT 327977 329197	Minert and Associates Drug test Drug Test	01/19/2024	
				146.00
				175.00
Total for Check Number 12202273:				321.00
12202274	MYTEK	Mytek Network Solutions	01/19/2024	
	71109	Securrence		125.00
	71109	Microsoft O365 E1 License		188.72
	71109	Microsoft O365 Business Premium		610.73
	71109	Ultimate Butler		5,159.80
	71109	Axicent Backup		62.50
Total for Check Number 12202274:				6,146.75
12202275	NATFIRE	National Fire Control	01/19/2024	
	A-90789	Fire alarm annual inspection		229.95
	A-90790	fire alarm annual inspection		76.65
	A-90790	fire alarm annual inspection		76.65
	A-90790	fire alarm annual inspection		76.65
	BF-90866	Backflow assembly testing		144.95
	BF-90867	Backflow assembly testing		204.95
	BF-90871	Backflow assembly testing		144.95
	BF-90872	Backflow assembly testing		84.95

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	010524	Utility Assistance		253.54
	011024	Utility Assistance		126.12
	011124	Utility Assistance		44.51
	120723	Utility Assistance		400.00
	121323	Utility Assistance		147.52
	121323	Utility Assistance		105.03
	121523	Utility Assistance		109.81
	122723	Utility Assistance		312.24
			Total for Check Number 12202280:	1,621.81
12202281	SWGAS	Southwest Gas Corp	01/19/2024	
	121123	Sr Center Gas		68.36
	121123	Sr Center Gas		17.09
	121123	Sr Center Gas		85.45
			Total for Check Number 12202281:	170.90
12202282	SWGAS99	Southwest Gas Corporation	01/19/2024	
	010323	Utility Assistance		80.86
	11024	Utility Assistance		83.43
	11124	Utility Assistance		400.00
	120623	Utility Assistance		170.34
	121523	Utility Assistance		78.61
	121523	Utility Assistance		150.57
	131.94	Utility Assistance		131.94
			Total for Check Number 12202282:	1,095.75
12202283	STAPLES 8072826658	Staples Business Advantage Office supplies	01/19/2024	
				168.43
			Total for Check Number 12202283:	168.43
12202284	TEPOWER	Tempe Power Equipment	01/19/2024	
	370897	Trimmer service kit		101.07
	371110	Green round 5lb, autocut bulk, mowing head aut		247.51
	371117	BR 350 Backpack Blower		45.74
	371119	STIHL Chainsaw		44.66
	371262	Chain loop		242.51
			Total for Check Number 12202284:	681.49
12202285	WEX	WEX Bank	01/19/2024	
	94199666	Gas expense CAP		112.80
	94199666	Gas expense bldg safty		41.60
	94199666	Gas expense fire		1,615.29
	94199666	Gas expense Sr Center		242.40
	94199666	Gas expense Sr Center		80.81
	94199666	Gas expense Maintenance		795.25
			Total for Check Number 12202285:	2,888.15
12202286	WILLDAN 112269.00	Willdan Guadalupe- On Call B&S SVCS	01/19/2024	
				17,267.50
			Total for Check Number 12202286:	17,267.50
			Total for 1/19/2024:	502,730.59

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
68686	SUPPORTP 012624	Support Payment Clearinghouse PR Batch 00826.01.2024 Garnishment CS	01/26/2024 PR Batch 00826.01.2024 Garn	259.62
Total for Check Number 68686:				259.62
Total for 1/26/2024:				259.62
Report Total (101 checks):				828,637.48

Accounts Payable

Checks by Date - Detail by Check Date

User: bgarcia@guadalupeaz.org
 Printed: 4/4/2024 2:07 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
12202365	AZWC	AZ Muni Risk Retention Pool WC	02/01/2024	
	02092024	PR Batch 00009.02.2024 Workman's Comp Emp	PR Batch 00009.02.2024 Wor	2,455.66
	022324	PR Batch 00823.02.2024 Workman's Comp Emp	PR Batch 00823.02.2024 Wor	2,407.32
Total for Check Number 12202365:				4,862.98
12202366	AZSRS	AZ State Retirement System	02/01/2024	
	02092024	PR Batch 00009.02.2024 Alternate Contribution	PR Batch 00009.02.2024 Alte	886.06
	02092024	PR Batch 00009.02.2024 Long Term Disability	PR Batch 00009.02.2024 Lon	49.61
	02092024	PR Batch 00009.02.2024 Retirement-ASRS	PR Batch 00009.02.2024 Reti	4,015.09
	02092024	PR Batch 00009.02.2024 Retirement-ASRS-Emj	PR Batch 00009.02.2024 Reti	4,015.09
	02092024	PR Batch 00009.02.2024 Long Term Disability I	PR Batch 00009.02.2024 Lon	49.61
	022324	PR Batch 00823.02.2024 Alternate Contribution	PR Batch 00823.02.2024 Alte	865.89
	022324	PR Batch 00823.02.2024 Retirement-ASRS	PR Batch 00823.02.2024 Reti	4,514.83
	022324	PR Batch 00823.02.2024 Long Term Disability	PR Batch 00823.02.2024 Lon	55.81
	022324	PR Batch 00823.02.2024 Retirement-ASRS-Emj	PR Batch 00823.02.2024 Reti	4,514.83
022324	PR Batch 00823.02.2024 Long Term Disability I	PR Batch 00823.02.2024 Lon	55.81	
Total for Check Number 12202366:				19,022.63
12202367	AZDES	DES - Unemployment Tax	02/01/2024	
	02092024	PR Batch 00009.02.2024 Unemployment Town I	PR Batch 00009.02.2024 Une	40.76
	022324	PR Batch 00823.02.2024 Unemployment Town I	PR Batch 00823.02.2024 Une	28.95
Total for Check Number 12202367:				69.71
12202368	GFFA	Guadalupe Firefighters Associa	02/01/2024	
	02092024	PR Batch 00009.02.2024 Union Dues	PR Batch 00009.02.2024 Kitt	165.00
	02092024	PR Batch 00009.02.2024 Kitty Fund	PR Batch 00009.02.2024 Kitt	82.00
	022324	PR Batch 00823.02.2024 Kitty Fund	PR Batch 00823.02.2024 Kitt	82.00
	022324	PR Batch 00823.02.2024 Union Dues	PR Batch 00823.02.2024 Uni	165.00
Total for Check Number 12202368:				494.00
12202369	NATWIDE	Nationwide Retirement Solution	02/01/2024	
	02092024	PR Batch 00009.02.2024 Nationwide (PEBSCO)	PR Batch 00009.02.2024 Nati	200.00
	022324	PR Batch 00823.02.2024 Nationwide (PEBSCO)	PR Batch 00823.02.2024 Nati	200.00
Total for Check Number 12202369:				400.00
12202370	NW-ASRS	Nationwide Retirement Solutions	02/01/2024	
	02092024	PR Batch 00009.02.2024 Nationwide ASRS	PR Batch 00009.02.2024 Nati	900.08
	022324	PR Batch 00823.02.2024 Nationwide ASRS	PR Batch 00823.02.2024 Nati	900.08
Total for Check Number 12202370:				1,800.16
12202371	PRTAXF	PAYROLL TAXES-FEDERAL	02/01/2024	
	02092024	PR Batch 00009.02.2024 Federal Income Tax	PR Batch 00009.02.2024 Fed	5,408.92
	02092024	PR Batch 00009.02.2024 Medicare Employer Po	PR Batch 00009.02.2024 Mec	1,143.59
	02092024	PR Batch 00009.02.2024 Medicare Employee Pc	PR Batch 00009.02.2024 Mec	1,143.59
	02092024	PR Batch 00009.02.2024 FICA Employer Portio	PR Batch 00009.02.2024 FIC	4,889.92

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	02092024	PR Batch 00009.02.2024 FICA Employee Portio	PR Batch 00009.02.2024 FIC.	4,889.82
	022324	PR Batch 00823.02.2024 Federal Income Tax	PR Batch 00823.02.2024 Fed	5,600.38
	022324	PR Batch 00823.02.2024 FICA Employer Portio	PR Batch 00823.02.2024 FIC.	5,259.04
	022324	PR Batch 00823.02.2024 FICA Employee Portio	PR Batch 00823.02.2024 FIC.	5,259.04
	022324	PR Batch 00823.02.2024 Medicare Employee Pc	PR Batch 00823.02.2024 Mec	1,229.91
	022324	PR Batch 00823.02.2024 Medicare Employer Po	PR Batch 00823.02.2024 Mec	1,229.91
Total for Check Number 12202371:				36,054.02
12202372	PRTAXS	PAYROLL TAXES-STATE	02/01/2024	
	02092024	PR Batch 00009.02.2024 State Income Tax	PR Batch 00009.02.2024 Stat	1,492.66
	022324	PR Batch 00823.02.2024 State Income Tax	PR Batch 00823.02.2024 Stat	1,637.89
Total for Check Number 12202372:				3,130.55
12202373	PSPRS	Public Safety Personnel Retire	02/01/2024	
	02092024	PR Batch 00009.02.2024 Retirement-PSPRS	PR Batch 00009.02.2024 Reti	1,619.69
	02092024	PR Batch 00009.02.2024 Retirement-PSPRS-Enr	PR Batch 00009.02.2024 Reti	9,481.90
	022324	PR Batch 00823.02.2024 Retirement-PSPRS-Enr	PR Batch 00823.02.2024 Reti	9,766.71
	022324	PR Batch 00823.02.2024 Retirement-PSPRS	PR Batch 00823.02.2024 Reti	1,666.62
Total for Check Number 12202373:				22,534.92
Total for 2/1/2024:				88,368.97
68687	BGCLUB	Boys & Girls Club-Guad Branch Boys and Girls Club Grant	02/07/2024	275,000.00
Total for Check Number 68687:				275,000.00
68688	GARCAMAJ 012024	Garcia, Amanda R Security Deposit Refund	02/07/2024	150.00
Total for Check Number 68688:				150.00
68689	MONTBERN 105	Montiel Jr., Bernardino 2 hour DJ play for Valentine's Day Party	02/07/2024	200.00
Total for Check Number 68689:				200.00
Total for 2/7/2024:				275,350.00
68690	SUPPORTP 02092024	Support Payment Clearinghouse PR Batch 00009.02.2024 Garnishment CS	02/09/2024 PR Batch 00009.02.2024 Gar	259.62
Total for Check Number 68690:				259.62
Total for 2/9/2024:				259.62
68691	ALPHAGRA 58548	Alphagraphics Blueprints	02/16/2024	57.98
Total for Check Number 68691:				57.98
68692	ALVAREZM 020424	Alvarez, Mandie Security deposit refund	02/16/2024	150.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 68692:	150.00
68693	AMLEGALP 31290	American Legal Publishing Corp Internet Renewal Period 2/18/24-02/18/25	02/16/2024	450.00
			Total for Check Number 68693:	450.00
68694	ATOMICPC 1793227	Atomic Pest Control Pest Control Sr Center	02/16/2024	7.30
	1793227	Pest Control Sr Center		7.30
	1793227	Pest Control Fire		37.70
	1793227	Pest Control Stot Biehn Park		70.33
	1793227	Pest Control Maint Office		70.33
	1793227	Pest Control Maint Yard		166.82
	1793227	Pest Control Head Start		18.69
	1793227	Pest Control Town Hall		84.39
	1793227	Pest control Tianguis		189.88
	1793227	Pest Control Library		36.15
	1793227	Pest Control Sr Center		7.30
	1793227	Pest control CAP		98.48
	1793227	Pest Control Out Headstart		70.33
			Total for Check Number 68694:	865.00
68695	AXIA 28007241	AXIA Real Estate Appraisers Appraisal Report of the vacant land located at no	02/16/2024	2,250.00
	28008241	Appraisal Report of the vacant land located at no		2,250.00
			Total for Check Number 68695:	4,500.00
68696	CINTAS 5194406480	Cintas Corporation Refill Medicine Cabinet (Sr Center)	02/16/2024	61.32
	5194406480	Refill Medicine Cabinet (Sr Center)		12.26
	5194406480	Refill Medicine Cabinet (CAP Office)		120.65
	5194406480	Refill Medicine Cabinet (Town Hall)		161.56
	5194406480	Refill Medicine Cabinet (Sr Center)		49.06
			Total for Check Number 68696:	404.85
68697	CommCBI GUANAV-102023	Community Bridges, Inc Outreach services from 10/01/23-10/31/23	02/16/2024	6,455.00
			Total for Check Number 68697:	6,455.00
68698	curtis INV784036	Curtis Tools for Heros Charcoal, LEL/O2/CO/H2S Altair 4XR Muligas	02/16/2024	1,167.45
			Total for Check Number 68698:	1,167.45
68699	DAILYJOU 1124142192	Daily Journal Corporation Invocies A3776200; A3777320; A3777321	02/16/2024	10.06
			Total for Check Number 68699:	10.06
68700	EMPIRE EPWK0594564	Empire Truck and Trailer Drive shaft repair, trouble shoot engine for Fire	02/16/2024	2,269.67
			Total for Check Number 68700:	2,269.67
68701	FIERROME 794	Fierro Media HD LLC Council Meeting w/Town Council Audio Visual/	02/16/2024	450.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	795	Council Meeting w/Town Council Audio Visual/		450.00
			Total for Check Number 68701:	900.00
68702	GENUINE 4851-226968 4851-226968 4851-228632 4851-228632 4851-228662 4851-228662 4851-229232 4851-229232	Genuine Parts Co Prem AW 68 HYD FL 5G Prem AW 68 HYD FL 5G antifreeze, wiper blade, halogen seal beams antifreeze, wiper blade, halogen seal beams battery and core deposit battery and core deposit battery, belt, power steering battery, belt, power steering	02/16/2024	100.52 100.52 107.96 107.97 165.33 165.33 96.64 96.64
			Total for Check Number 68702:	940.91
68703	INSITECH 1016014.22	Insituform Technologies, LLC TOG Wastewater Collection System Rehabilitati	02/16/2024	32,453.10
			Total for Check Number 68703:	32,453.10
68704	JORDANMC 012124	Jordan, Monere Security deposit refund	02/16/2024	150.00
			Total for Check Number 68704:	150.00
68705	LINDE 40600018 40600018	Linde Gas and Equipment Inc. Rental Invoice Med high pressure 50CF	02/16/2024	55.20 55.20
			Total for Check Number 68705:	110.40
68706	LOPEZCHR 012724	Lopez, Christina Security deposit refund	02/16/2024	150.00
			Total for Check Number 68706:	150.00
68707	MONTBERN 104	Montiel Jr., Bernardino 2 hour Band & DJ play	02/16/2024	500.00
			Total for Check Number 68707:	500.00
68708	OREILLY 2547105163	O'Reilly Automotive, INC Invoice 2547-105163	02/16/2024	69.23
			Total for Check Number 68708:	69.23
68709	PERSONNE 010424	Personnel Concepts AZ 2024 Federal and Law Poster	02/16/2024	27.90
			Total for Check Number 68709:	27.90
68710	REDZONES 5451	Redzone Striping LLC Install "School" legends using 3M tape in 2 locat	02/16/2024	4,136.25
			Total for Check Number 68710:	4,136.25
68711	SCHADE R7A13873 R7A13873 R7A13975 R7A13975	Riviera Finance Milk Delivery Milk Delivery Milk Delivery Milk Delivery	02/16/2024	44.86 60.23 60.23 44.86

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	R7A14074	Milk Delivery		60.23
	R7A14074	Milk Delivery		44.86
Total for Check Number 68711:				315.27
68712	SOLV 435835	SOLV Business Solutions Tax Forms W2 1099	02/16/2024	172.70
Total for Check Number 68712:				172.70
68713	SUNDHOOI 34449 34449 34449	Sun Devil Hood & Exhaust Cleaning, Inc Semi annual cleaning, service materials Semi annual cleaning, service materials Semi annual cleaning, service materials	02/16/2024	237.00 47.40 189.60
Total for Check Number 68713:				474.00
68714	TCI 38840	TCI Security Alarm Monitoring	02/16/2024	132.53
Total for Check Number 68714:				132.53
68715	TESTLUKE GF013124EMS	Tempe St Luke's Hospital Pharmacy charges	02/16/2024	305.83
Total for Check Number 68715:				305.83
68716	HARTFORD 020124	The Hartford Special Risk Health	02/16/2024	370.00
Total for Check Number 68716:				370.00
68717	WASTECON 6475315T300	Waste Connections of AZ Inc Roll Off Account	02/16/2024	2,491.39
Total for Check Number 68717:				2,491.39
68718	WASTECON 6411625T300	Waste Connections of AZ Inc Residential Pick up charges	02/16/2024	55,203.11
Total for Check Number 68718:				55,203.11
12202287	ALLSTREA 20221909 20221909 20221909 20221909 20221909 20221909 20221909 20221909 20221909 20221909 20221909 20221909 20221909 20221909 20221909 20221909 20221909 20221909 20221909	Allstream Town Clerk DES Council Sr Center Finance Council Mayor, Council Council Kitchen, Spare Guadalupe CDC Sheriff Sheriff, Fax Fax CAP	02/16/2024	10.20 11.04 36.42 36.42 18.85 29.61 63.74 9.11 18.21 72.84 45.53 18.21 18.21 45.98
Total for Check Number 12202287:				434.37
12202288	ANARADIA G23-01-010 TOG	Anaradian & Associates LLC Planning and Development services (Dec)	02/16/2024	3,687.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	G23-01-011 TOG	Planning and Development services (Dec)		2,287.50
	G23-01-012 TOG	Planning and Development services (Dec)		3,825.00
	G24-01-01 TOG	Planning and Development services (Dec)		7,037.50
			Total for Check Number 12202288:	16,837.50
12202289	AZCART 013124GUAAP	Arizona Cart Services Inc Yard Clean up: Bi-monthly January 2024	02/16/2024	232.00
			Total for Check Number 12202289:	232.00
12202290	BLUECBS 020124	Blue Cross/Blue Shield of AZ Health Insurance	02/16/2024	179.07
	020124	Health Insurance		416.99
	020124	Health Insurance		3,379.21
	020124	Health Insurance		1,193.79
	020124	Health Insurance		9,584.89
	020124	Health Insurance		246.62
	020124	Health Insurance		1,561.40
	020124	Health Insurance		1,193.79
	020124	Health Insurance		3,441.80
	020124	Health Insurance		446.41
	020124	Health Insurance		491.87
	020124	Health Insurance		895.34
	020124	Health Insurance		985.13
	020124	Health Insurance		2,138.20
	020124	Health Insurance		2,787.10
	020124	Health Insurance		3,909.98
	020124	Health Insurance		923.45
			Total for Check Number 12202290:	33,775.04
12202291	BLUFACE NSV029800	Blueface US Local telephone service	02/16/2024	160.59
			Total for Check Number 12202291:	160.59
12202292	TE9999 011724	City of Tempe - Customer Service Utility assistance	02/16/2024	292.71
	011724	Utility assistance		400.00
	011724	Utility assistance		400.00
	011724	Utility assistance		138.40
	011724	Utility assistance		25.74
			Total for Check Number 12202292:	1,256.85
12202293	TEBLDGS 020624	City of Tempe - Customer Service CAP (10%)	02/16/2024	19.58
	020624	FIRE DEPT		204.42
	020624	BIEHN PARK SPRINKLERS 2		288.05
	020624	8234 S Calle Batoua		37.36
	020624	COMMERCIAL REFUSE: 4 yd container 3 wee		90.33
	020624	SENIOR CENTER-HDM		8.05
	020624	COMMERCIAL REFUSE: 4 yd container 3 wee		30.11
	020624	5653 E CALLE PITAYA-Maricopa Co Basin La		100.12
	020624	COMMERCIAL REFUSE: 4 yd container 1 wee		9.03
	020624	BIEHN PARK SPRINKLERS 1		150.34
	020624	5426 E Calle Cerritos-STOTTLEMEYER PARK		530.42
	020624	TIANGUIS		499.52
	020624	HEADSTART		68.88
	020624	5426 E Calle Cerritos-STOTTLEMEYER PARK		41.80

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	020624	TOWN HALL - 9241 (60%)		117.49
	020624	COMMERCIAL REFUSE: 8 yd container 5 wee		482.15
	020624	TOWN HALL IRRIGATION		42.97
	020624	COMMERCIAL REFUSE: 4 yd container 3 wee		30.11
	020624	COMMERCIAL REFUSE: 4 yd container 3 wee		30.11
	020624	SENIOR CENTER-CONG		32.22
	020624	Maintenance yard		58.19
	020624	COMMERCIAL REFUSE: 4 yd container 1 wee		45.17
	020624	COMMERCIAL REFUSE:4 yd container 1 weel		36.13
	020624	SENIOR CENTER-RECREATION		40.27
	020624	CEMETERY		88.60
	020624	BOTANICAL GARDEN		21.29
	020624	LIBRARY (30%)		58.75
Total for Check Number 12202293:				3,161.46
12202294	TEWBILLS	City of Tempe - Customer Service	02/16/2024	
	012924	Water Bill		91.68
	012924	Water Bill		72.59
	012924	Water Bill		79.55
	012924	Water Bill		100.67
	012924	Water Bill		70.39
	012924	Water Bill		114.81
	012924	Water Bill		130.00
	012924	Water Bill		87.78
	012924	Water Bill		82.97
	021324	Water Bill		74.19
Total for Check Number 12202294:				904.63
12202295	COX	Cox Communications, Inc	02/16/2024	
	020124	Sr Center		30.98
	020124	9241 S Avenida del Yaqui		325.00
	020124	8413 S Avenida del Yaqui		378.59
Total for Check Number 12202295:				734.57
12202296	DIBBLENG	Dibble and Associates Consutling Engineer	02/16/2024	
	1016014.22-14	Wastewater Collection System Rehab CDBG		3,900.00
	1016014.23-12	Highline Canal Rec Path Lighting		1,200.72
	1016014.24-9	Avenida del Yaqui Sidewalk Improvemenets		872.04
	1016014.25-6	ADEQ Small MS4 Program Management		1,178.76
	1016014.26-3	Guadalupe Fire Station Drainage Improve		9,371.30
	1016014.28-1	Guadalupe Cemetery Entrance Improvements		5,548.75
	1016014-98	Guadalupe Town Engineer		16,784.00
Total for Check Number 12202296:				38,855.57
12202297	EQUITABL	Equitable Financial Life Insurance Compan	02/16/2024	
	1516608	Life Insurance		3.92
	1516608	Life Insurance		2.55
	1516608	Life Insurance		7.26
	1516608	Life Insurance		5.23
	1516608	Life Insurance		4.02
	1516608	Life Insurance		73.15
	1516608	Life Insurance		0.78
	1516608	Life Insurance		1.20
	1516608	Life Insurance		7.30
	1516608	Life Insurance		10.61
	1516608	Life Insurance		1.04
	1516608	Life Insurance		5.44

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1516608	Life Insurance		10.06
	1516608	Life Insurance		1.02
	1516608	Life Insurance		9.14
Total for Check Number 12202297:				142.72
12202298	FAITH	Faith Ledyard and Faith PLC	02/16/2024	
	1076658	Professional Services 2500-1 Municipal /Genera		33.33
	1076658	Professional Services 2500-1 Municipal /Genera		33.34
	1076658	Professional Services 2500-1 Municipal /Genera		33.33
	1076658	Professional Services 2500-1 Municipal /Genera		6,116.00
Total for Check Number 12202298:				6,216.00
12202299	GUZMANL	Guzman Gordillo, Luis	02/16/2024	
	615646	Replace PTO control, Replace Batteries		250.00
	615647	Replace Hidraulic Hose, Replace 2 Bucket Blade		307.50
	615647	Replace Hidraulic Hose, Replace 2 Bucket Blade		307.50
Total for Check Number 12202299:				865.00
12202300	HOME2871	Home Depot Credit Services	02/16/2024	
	020224	repair supplies		97.98
	020224	airshut off valve, cplr, bolt, 3/8 mnpt x 1/4 fupt r		36.96
	020224	heavy duty utility blade, turf builder		152.32
	020224	repair supplies		636.36
	020224	mops, sponges, rebar tie wire, terry towels, micro		375.28
	020224	slip hook		30.28
	020224	repair supplies		790.92
	020224	50G 9 EWH N3		-723.18
	020224	5 gallon press n pour gas can, 2x trufuel		84.22
Total for Check Number 12202300:				1,481.14
12202301	MCSHER FEB24PATROL	MCSO Patrol and Per Diem Billing Febuary Patrol Services	02/16/2024	
				212,375.66
Total for Check Number 12202301:				212,375.66
12202302	METLIFE	Metropolitan Life Ins Co	02/16/2024	
	020124	Health Insurance		23.07
	020124	Health Insurance		100.57
	020124	Health Insurance		4.77
	020124	Health Insurance		41.90
	020124	Health Insurance		15.17
	020124	Health Insurance		314.81
	020124	Health Insurance		13.29
	020124	Health Insurance		89.91
	020124	Health Insurance		24.67
	020124	Health Insurance		114.78
	020124	Health Insurance		62.13
	020124	Health Insurance		31.92
	020124	Health Insurance		335.29
	020124	Health Insurance		6.38
	020124	Health Insurance		56.13
	020124	Health Insurance		31.92
	020124	Health Insurance		11.92
Total for Check Number 12202302:				1,278.63
12202303	MINERT	Minert and Associates	02/16/2024	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	329913	Drug test		108.00
Total for Check Number 12202303:				108.00
12202304	MYTEK	Mytek Network Solutions	02/16/2024	
	71203	Agreement: Butler (Ultimate) & Axcient (Backu		5,159.80
	71203	Agreement: Securrence		125.00
	71203	Town of Guadalupe O365 E1 License		187.83
	71203	Axcient Backup		62.50
	71203	Microsoft O365 Business Premium		610.73
Total for Check Number 12202304:				6,145.86
12202305	NATFIRE	National Fire Control	02/16/2024	
	AM-0124159	Quarterly Billing for Fire Alarm Monitoring		35.70
	AM-0124159	Quarterly Billing for Fire Alarm Monitoring		34.65
	AM-0124159	Quarterly Billing for Fire Alarm Monitoring		34.65
	BF-91310	Biehn Park Repairs		648.94
Total for Check Number 12202305:				753.94
12202306	OFFDUTY	Off Duty Managment Inc	02/16/2024	
	INV82350	Firework Control		543.60
	INV83296	Birthday Party		1,338.08
	INV83298	Firework Patrol		649.53
	INV87942	Sweet 16		1,003.56
Total for Check Number 12202306:				3,534.77
12202307	PHXDISP	City of Phoenix	02/16/2024	
	400999357	RWC Conventional O&M Fees		330.84
	401000278	Operation/ Maintenance Charges		1,556.55
Total for Check Number 12202307:				1,887.39
12202308	RITTERM	Mike Ritter	02/16/2024	
	52	Code Compliance Contract 70 hours		1,845.00
	53	Code Compliance Contract 70 hours		2,100.00
Total for Check Number 12202308:				3,945.00
12202309	Roman	Roman, Alvina	02/16/2024	
	16	Custodian services		120.00
	17	Custodian services		195.00
Total for Check Number 12202309:				315.00
12202310	SRP1277	Salt River Project	02/16/2024	
	020924	STOTTLEMEYER PARK (North Basin)		933.48
	020924	MAINTENANCE YARD		142.88
	020924	SENIOR CENTER-HDM		70.37
	020924	SENIOR CENTER-RECREATION		351.84
	020924	SENIOR CENTER-CONG		281.47
	020924	STOTTLEMEYER PARK RESTROOMS		43.36
	020924	RETENTION BASIN-SPRINKLER METER		31.17
	020924	BALLFIELD/PARK LIGHTS		1,024.71
	020924	CEMETERY		34.87
	020924	RETENTION BASIN-SPRINKLER METER		32.54
	020924	STREET LIGHT ACCOUNT 603010762		40.25
	020924	SECURITY LIGHT		228.53
	020924	RETENTION BASIN-SPRINKLER METER		32.63
	020924	TIANGUIS		2,857.20

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	020924	SECURITY/STREET LIGHTS @ PARK		266.93
	020924	FIRE DEPT		482.93
	020924	SPRINKLERS @ STREET @ YYAP BLDG		31.80
	020924	STREET LIGHT ACCOUNT 603010175		2,462.18
	020924	STRAW BALE HOUSE: MAINT YD		66.64
	020924	STREET LIGHT AARA		175.56
	020924	CAP OFFICE (930 SQ FT = 6%)		86.30
	020924	SEWER METERING STATION		34.11
	020924	HEADSTART		601.85
	020924	LIBRARY (3900 SQ FT = 24%)		345.18
	020924	FIRE DEPT SECURITY LIGHT		18.40
	020924	BALLFIELD RESTROOMS		32.44
	020924	TRAFFIC SIGNAL ACCT 603030126		234.34
	020924	TOWN HALL-NEW (16,374 SQ FT)		1,006.78
			Total for Check Number 12202310:	11,950.74
12202311	SRP999	Salt River Project	02/16/2024	
	011724	Utility assistance		107.29
	011724	Utility assistance		144.09
	011724	Utility assistance		237.31
	011724	Utility assistance		157.73
	011724	Utility assistance		151.66
	011724	Utility assistance		344.29
	011724	Utility assistance		88.51
	011724	Utility assistance		87.03
			Total for Check Number 12202311:	1,317.91
12202312	SHAMROCK	Shamrock Foods Company	02/16/2024	
	29676922	Food Supply		547.09
	29676922	Chemicals and non food items		160.73
	29676922	Chemicals and non food items		19.29
	29676922	Food Supply		1,110.75
	29676922	Chemicals and non food items		141.44
	29703194	chemical and disposable non food items		201.38
	29703194	chemical and disposable non food items		228.85
	29703194	Food supply		746.02
	29703194	chemical and disposable non food items		27.46
	29703194	Food supply		367.44
	29737003	chemicals and disposables		68.12
	29737003	Food Supply		679.54
	29737003	Food Supply		1,379.68
	29737003	chemicals and disposables		59.94
	29737003	chemicals and disposables		8.17
			Total for Check Number 12202312:	5,745.90
12202313	SWGAS	Southwest Gas Corp	02/16/2024	
	013024	Sr Center Gas		84.22
	013024	Sr Center Gas		67.38
	013024	Sr Center Gas		16.84
			Total for Check Number 12202313:	168.44
12202314	SWGAS99	Southwest Gas Corporation	02/16/2024	
	011724	Utility Assistance		80.83
	011724	Utility Assistance		55.71
	011724	Utility Assistance		43.35
	011724	Utility Assistance		216.53
	011724	Utility Assistance		104.20

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	011724	Utility Assistance		113.17
	011724	Utility Assistance		64.05
Total for Check Number 12202314:				677.84
12202315	SPRBRKSW INV-015818	SpringBrook Holding Company LLC TBD based on number of transactions, Human R	02/16/2024	3,206.88
Total for Check Number 12202315:				3,206.88
12202316	STAPLES 8072973099 8073135244	Staples Business Advantage wireless keyboard and mouse 10 boxes of Paper	02/16/2024	41.33 484.05
Total for Check Number 12202316:				525.38
12202317	TEPOWER 372027 372160	Tempe Power Equipment SHR Pin w/cotter set Trimmer loop handle clutch	02/16/2024	8.73 225.08
Total for Check Number 12202317:				233.81
12202318	UNFOODBK AO00095033-1 AO00095104-1 AO00095178-1 AO00095316-1	United Food Bank canned goods, beans and rice, cereal and beverage Canned goods, frozen meat, cereal and beverage canned goods, beans and rice, cereal and beverage canned goods, beans and rice, cereal and beverage	02/16/2024	71.25 101.84 75.24 73.34
Total for Check Number 12202318:				321.67
12202319	VERIZON 9953429993 9953429993 9953429993 9953429993 9953429993 9953429993 9953429993 9953429993 9953429993 9953429993 9953429993 9953429993 9953429993 9953429993 9953429993 9953429993 9953429993	Verizon Wireless Cell Phone & Data Svcs Comm Dev Jetpack Cell Phone & Data Svcs COVID 1 Iphone Cell Phone & Data Svcs COVID 2 Ipad Cell Phone & Data Svcs Maint Ipad Cell Phone & Data Svcs Fire Heart Monitor Cell Phone & Data Svcs COVID 2 Iphone Cell Phone & Data Svcs Comm Dev phone Cell Phone & Data Svcs Fire Cell Phone & Data Svcs COVID 1 Ipad Cell Phone & Data Svcs Maint On Call Cell Phone & Data Svcs Fire 2 Ipad Cell Phone & Data Svcs Maint On Call Day Cell Phone & Data Svcs Fire 1 Ipad Cell Phone & Data Svcs Maint On Call Night	02/16/2024	40.01 40.85 38.01 38.01 40.01 40.85 40.85 40.85 38.01 40.85 38.01 40.85 38.01 40.85 38.01 30.73
Total for Check Number 12202319:				545.90
12202320	WAXIE 82248538 82248538	Waxie Sanitary Supply 10 boxes of 2 ply toilet papaer 12 boxes of Lrg trash bags, 12 boxes of Med tras	02/16/2024	512.77 974.28
Total for Check Number 12202320:				1,487.05
12202321	WILLDAN 00231032	Willdan Guadalupe- OnCall B&S SVCS	02/16/2024	11,530.00
Total for Check Number 12202321:				11,530.00
Total for 2/16/2024:				488,345.84

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
68719	SUPPORTP 022324	Support Payment Clearinghouse PR Batch 00823.02.2024 Garnishment CS	02/23/2024 PR Batch 00823.02.2024 Gar	259.62
Total for Check Number 68719:				259.62
240101	AZWC 011224 012624	AZ Muni Risk Retention Pool WC PR Batch 00812.01.2024 Workman's Comp Emp PR Batch 00826.01.2024 Workman's Comp Emp	02/23/2024 PR Batch 00812.01.2024 Wor PR Batch 00826.01.2024 Wor	2,558.96 2,398.45
Total for Check Number 240101:				4,957.41
240102	AZSRS 011224 011224 011224 011224 011224 012624 012624 012624 012624 012624	AZ State Retirement System PR Batch 00812.01.2024 Alternate Contribution PR Batch 00812.01.2024 Retirement-ASRS PR Batch 00812.01.2024 Long Term Disability I PR Batch 00812.01.2024 Retirement-ASRS-Emj PR Batch 00812.01.2024 Long Term Disability PR Batch 00826.01.2024 Long Term Disability PR Batch 00826.01.2024 Alternate Contribution PR Batch 00826.01.2024 Long Term Disability I PR Batch 00826.01.2024 Retirement-ASRS PR Batch 00826.01.2024 Retirement-ASRS-Emj	02/23/2024 PR Batch 00812.01.2024 Alte PR Batch 00812.01.2024 Reti PR Batch 00812.01.2024 Lon, PR Batch 00812.01.2024 Reti PR Batch 00812.01.2024 Lon, PR Batch 00826.01.2024 Lon, PR Batch 00826.01.2024 Alte PR Batch 00826.01.2024 Lon, PR Batch 00826.01.2024 Reti	731.47 3,401.06 42.02 3,401.06 42.02 49.11 763.39 49.11 3,973.49 3,973.49
Total for Check Number 240102:				16,426.22
240103	AZDES 011224 012624	DES - Unemployment Tax PR Batch 00812.01.2024 Unemployment Town I PR Batch 00826.01.2024 Unemployment Town I	02/23/2024 PR Batch 00812.01.2024 Une PR Batch 00826.01.2024 Une	64.03 52.59
Total for Check Number 240103:				116.62
240104	GFFA 011224 011224 012624 012624	Guadalupe Firefighters Associa PR Batch 00812.01.2024 Union Dues PR Batch 00812.01.2024 Kitty Fund PR Batch 00826.01.2024 Union Dues PR Batch 00826.01.2024 Kitty Fund	02/23/2024 PR Batch 00812.01.2024 Unic PR Batch 00812.01.2024 Kitt PR Batch 00826.01.2024 Unic PR Batch 00826.01.2024 Kitt	165.00 96.00 165.00 102.00
Total for Check Number 240104:				528.00
240105	NATWIDE 011224 012624	Nationwide Retirement Solution PR Batch 00812.01.2024 Nationwide (PEBSCO) PR Batch 00826.01.2024 Nationwide (PEBSCO)	02/23/2024 PR Batch 00812.01.2024 Nati PR Batch 00826.01.2024 Nati	200.00 200.00
Total for Check Number 240105:				400.00
240106	NW-ASRS 011224 012624	Nationwide Retirement Solutions PR Batch 00812.01.2024 Nationwide ASRS PR Batch 00826.01.2024 Nationwide ASRS	02/23/2024 PR Batch 00812.01.2024 Nati PR Batch 00826.01.2024 Nati	900.08 900.08
Total for Check Number 240106:				1,800.16
240107	PRTAXF 011224 011224 011224 011224 011224 012624 012624 012624 012624	PAYROLL TAXES-FEDERAL PR Batch 00812.01.2024 FICA Employer Portio PR Batch 00812.01.2024 Medicare Employer Po PR Batch 00812.01.2024 Federal Income Tax PR Batch 00812.01.2024 Medicare Employee Pc PR Batch 00812.01.2024 FICA Employee Portio PR Batch 00826.01.2024 FICA Employer Portio PR Batch 00826.01.2024 FICA Employee Portio PR Batch 00826.01.2024 Medicare Employer Po PR Batch 00826.01.2024 Federal Income Tax	02/23/2024 PR Batch 00812.01.2024 FIC. PR Batch 00812.01.2024 Mec PR Batch 00812.01.2024 Fed PR Batch 00812.01.2024 Mec PR Batch 00812.01.2024 FIC. PR Batch 00826.01.2024 FIC. PR Batch 00826.01.2024 FIC. PR Batch 00826.01.2024 Mec PR Batch 00826.01.2024 Fed	4,845.34 1,133.17 5,877.63 1,133.17 4,845.34 5,016.86 5,016.86 1,173.27 5,648.83

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	012624	PR Batch 00826.01.2024 Medicare Employee Pc	PR Batch 00826.01.2024 Mec	1,173.27
			Total for Check Number 240107:	35,863.74
240108	PRTAXS	PAYROLL TAXES-STATE	02/23/2024	
	011224	PR Batch 00812.01.2024 State Income Tax	PR Batch 00812.01.2024 Stat	1,486.97
	012624	PR Batch 00826.01.2024 State Income Tax	PR Batch 00826.01.2024 Stat	1,542.35
			Total for Check Number 240108:	3,029.32
240109	PSPRS	Public Safety Personnel Retire	02/23/2024	
	011224	PR Batch 00812.01.2024 Retirement-PSPRS	PR Batch 00812.01.2024 Reti	1,917.11
	011224	PR Batch 00812.01.2024 Retirement-PSPRS-Err	PR Batch 00812.01.2024 Reti	11,287.76
	012624	PR Batch 00826.01.2024 Retirement-PSPRS-Err	PR Batch 00826.01.2024 Reti	9,333.13
	012624	PR Batch 00826.01.2024 Retirement-PSPRS	PR Batch 00826.01.2024 Reti	1,572.18
			Total for Check Number 240109:	24,110.18
			Total for 2/23/2024:	87,491.27
			Report Total (86 checks):	939,815.70