

Valerie Molina Mayor

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

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Town of Guadalupe Council and to the general public that the Town of Guadalupe Council will hold a meeting, open to the public, on Thursday, June 28, 2018, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Guadalupe, Arizona, in the Council Chambers.

#### **AGENDA**

Anita Cota Vice Mayor

- A. CALLTOORDER
- B. ROLL CALL

Gloria Cota Councilmember

- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES None.

Elvira Osuna Councilmember E. CALL TO THE PUBLIC. An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item, unless the Council

requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.

Joe Sanchez Councilmember

F. MAYOR and COUNCIL PRESENTATION: None.

Faustino Valenzuela Councilmember G. DISCUSSION AND POSSIBLE ACTION ITEMS:

Ricardo Vital Councilmember 1. **ADOPT RESOLUTION NO. R2018.13:** Council will consider and may adopt Resolution No. R2018.13 authorizing the Mayor to execute an intergovernmental agreement #C2018-20 for public safety services between the Town of Guadalupe and Maricopa County on behalf of the Maricopa County Sheriff's Office. This agreement shall remain in full force and effect from July 1, 2018 (the "Effective Date") through June 30, 2021 (the "Initial Term") and its automatic renewal terms, unless terminated. The contract amount is \$1,775,048.40 for Fiscal Year 2019, July 1, 2018 through June 30, 2019, and at the updated rates not yet determined throughout the Initial Term (July 1, 2018 through June 30, 2021) and each year thereafter, as outlined in Exhibit A of the Agreement. (continued from the June 14, 2018 Town Council Regular Meeting)

Online agendas and results available at www.guadalupeaz.org

2. **SUMMER YOUTH PROGAM:** Staff and Summer Youth Program participants will provide a summary of the Town of Guadalupe Summer Youth Program which in partnership with United Way and the Pascua Yaqui Tribe provided educational and skill base training and work experience to Guadalupe youth.

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3. WASTE MANAGEMENT RATE INCREASE: Waste Management has notified the Town Manager of a solid waste rate increase of 51 cents per month, per household. Staff is recommending that the monthly rate increase be absorbed in the proposed Fiscal Year (FY) 2018-19 Tentative Budget in the Refuse Enterprise Fund. Roll off container fees and related services are also proposed to increase in FY 2018-19. This is an informational item.



Valerie Molina Mayor

> Anita Cota Vice Mayor

Gloria Cota Councilmember

Elvira Osuna Councilmember

Joe Sanchez Councilmember

Faustino Valenzuela Councilmember

> Ricardo Vital Councilmember

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- 4. **ADOPT TENTATIVE FISCAL YEAR 2018/2019 BUDGET:** Council will consider and may adopt the Fiscal Year (FY) 2018-19 Tentative Budget and set the time and date of 6:00 P.M., July 26, 2018 for the public hearing for final adoption of the FY 2018-19 budget. The Town of Guadalupe FY 2018-19 budget totals \$11,610,545 and includes funding for departmental operating budgets of \$4,974,440 and funding for debt service of \$292,250; and, \$2,863,453 capacity for potential grant awards.
- 5. MERCADO PATIO PUBLIC EVENT APPLCIATION AND RENTAL AGREEMENT: Council will review the proposed Mercado Patio Public Event Application and Rental Agreement for public special events, provide input, and may approve the proposed agreement and direct staff to move forward with implementation on Monday, August 6, 2018.
- 6. MERCADO PATIO PRIVATE EVENT APPLCIATION AND RENTAL AGREEMENT: Council will review the proposed Mercado Patio Private Event Application and Rental Agreement for private events, provide input, and may approve the proposed agreement and direct staff to move forward with implementation on Monday, August 6, 2018.
- 7. **SPIRITUOUS LIQUOR ORDINANCE NO. 2018.01:** Council will review and may adopt the proposed spirituous liquor ordinance and direct staff to move forward with implementing the new ordinance.
- 8. **ADOPT RESOLUTION NO. R2018.12:** Council will consider and may adopt a resolution designating the Conrado F. Biducia American Legion Post 124 and the Pascua Yaqui Tribe as Community Partners, and how that relates to the rental of the Mercado patio and multipurpose room, for Council consideration and feedback.
- 9. **TOWN WEBSITE OVERVIEW:** Staff will present the Town's refreshed website, seek Council input and report next steps in the process.
- H. TOWN MANAGER'S REPORT
- I. COUNCILS' COMMENTS
- J. ADJOURNMENT



June 22, 2018

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

#### RE: June 28, 2018 Town Council Regular Meeting Information Report

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

#### **Agenda Items:**

- **G1. Resolution No. R2018.13:** Adoption of Resolution No. R2018.13 authorizes the Mayor to sign an intergovernmental agreement between Maricopa County, on behalf of the Sheriff's Office and the Town for public safety services. The term of this new agreement is from July 1, 2018 to June 30, 2019, at an amount of \$1,775,048.40. Following this Initial Term, this Agreement (C2018-20) shall automatically renew for up to three (3) successive one-year terms, (each an "Additional Term"), (through June 30, 2021) with all of the terms of this Agreement in effect, unless and until renegotiated or terminated. Costs shall be revised each fiscal year and presented to the Town Council as part of the annual budget review and approval process. The present contract has similar terms from July 2012 through June 2015 with three successive one-year terms. The present contract expires June 30, 2018 at a total cost of \$1,660,185.43. (continued from the June 14, 2018 Town Council Regular Meeting) (Pages 1 22)
- **G2. Summer Youth Program:** Staff and Summer Youth Program participants will present a summary and review of the Town Summer Youth Program. The Summer Youth Program was held in partnership with the United Way organization and the Pascua Yaqui Tribe, with 20 Guadalupe youths participating in the program. (**Pages 23 34**)
- **G3. Waste Management Rate Increase:** Waste Management has notified the Town Manager of a solid waste rate increase of 51 cents per month per household. Waste Management staff will be present to provide information and answer questions. Staff is recommending that this monthly rate increase be absorbed in the proposed Fiscal Year (FY) 2018-19 Tentative Budget in the Refuse Enterprise Fund. Roll off container fees and related services are also proposed to increase in FY 2018-19. This rate increase, and any anticipated future rate increases will be analyzed in the coming months, followed by a report to Town Council. **(Pages 35 36)**
- **G4. Adopt Tentative Fiscal Year 2018/2019 budget:** Staff will present the tentative Fiscal Year 2018/2019 budget for Council consideration and potential adoption; and recommend, July 26, 2018 at 6:00 P.M., for the date and time of the public hearing for adoption of the final FY 2018-19 budget. The proposed tentative budget is attached. A PowerPoint presentation will be provided to Council, and added to the meeting packet on-line, prior to the Council Meeting. (**Pages 37 103**)

- **G5. Mercado Patio Public Event Application and Rental Agreement:** Staff will present the proposed Mercado Patio Public Event Application and Rental Agreement for public special events. The revised application seeks comprehensive event information from the applicant; defines alcohol requirements; offers a varied fee schedule; requires a signed agreement that includes terms and conditions for the use of the Mercado Patio; and, requires a signed hold harmless agreement. This information provides a greater understanding of the event and allows the Town to properly plan and provide sufficient resources. Staff is seeking approval of this application along with the private event application and the spirituous liquor ordinance. Should Council chose to approve, the applications will become effective on August 6, 2018. (**Pages 104 109**)
- **G6. Mercado Patio Private Event Application and Rental Agreement:** Staff will present the proposed Mercado Patio Private Event Application and Rental Agreement for private events. Like the public application, the revised application seeks comprehensive event information from the applicant; defines alcohol requirements; offers a varied fee schedule; requires a signed agreement that includes terms and conditions for the use of the Mercado Patio; and, requires a signed hold harmless agreement. This information provides a greater understanding of the event and allows the Town to properly plan and provide sufficient resources. Staff is seeking approval of this application along with the private event application and the spirituous liquor ordinance. Should Council chose to approve, the applications will become effective on August 6, 2018. (**Pages 110 115**)
- G7. Spirituous Liquor Ordinance No. O2018.01: Staff is proposing that the Town Council adopt a spirituous liquor ordinance that would allow private parties to serve beer during private events at the Mercado Patio in accordance with State law without requiring a special event liquor license that is issued by the Arizona Department of Liquor Licenses and Control. This ordinance is specific to the Mercado Patio and is modeled after the City of Phoenix spirituous liquor ordinance. Implementation of this ordinance is recommended to coincide with the implementation of the revised Mercado rental agreements. Should Council adopt the ordinance, the ordinance will be effective 30 days after adoption. This ordinance would be incorporated into the Town Code codification. (Pages 116 118)
- **G8. Resolution No. R2018.12:** Adoption of Resolution No. R2018.12 will memorialize the June 14, 2018, Regular Council Meeting action where Councilmembers agreed to designate Conrado F. Biducia American Legion Post 124 and the Pascua Yaqui Tribe as Community Partners, and how that relates to the rental of the Mercado patio and multipurpose room. This resolution will remain in effect July 1, 2018 June 30, 2019. **(Page 119)**
- **G9. Town Website Overview:** Staff will present the Town's refreshed website, seek Council input, and report next steps in the process.

#### **RESOLUTION NO. R2018.13**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY, ON BEHALF OF THE MARICOPA COUNTY SHERIFF'S OFFICE AND THE TOWN OF GUADALUPE TO PROVIDE PUBLIC SAFETY SERVICES AND TO FURNISH BASIC LAW ENFORECMENT SERVICES.

WHEREAS, the Town of Guadalupe has the jurisdiction and responsibility, pursuant to the laws of the State of Arizona, to provide for public health, safety, and the welfare of the people and property within its corporate boundaries, including, but not limited to police protection; and,

WHEREAS, the Town of Guadalupe has determined that it is more cost effective to enter into an Intergovernmental Agreement with Maricopa County, on behalf of the Maricopa County Sheriff's Office (MCSO), for MCSO to provide Public Safety Services and to furnish Basic Law Enforcement Services to the Town of Guadalupe.

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

The Mayor is authorized and directed to execute an intergovernmental agreement between the Town of Guadalupe, an Arizona municipal corporation, and Maricopa County, a political subdivision of the State of Arizona, on behalf of the Maricopa County Sheriff's Office to provide Public Safety Services and to furnish Basic Law Enforcement Services to the Town of Guadalupe.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, THIS 28<sup>TH</sup> OF JUNE, 2018.

	Valerie Molina, Mayor	
ATTEST:		
Jeff Kulaga, Town Manager / Clerk		
APPROVED ASTO FORM:		
David Ledyard, Town Attorney		

#### C2018-20

# AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE TOWN OF GUADALUPE

#### **AND**

#### **MARICOPA COUNTY**

on behalf of the Sheriff's Office

C-50-18-\_\_\_-3-00

July 1, 2018 through June 30, 2021

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#### Agreement for Law Enforcement Services between Town of Guadalupe and Maricopa County on behalf of the Sheriff's Office C-50-18-\_\_\_\_-3-00

THIS INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES (this "Agreement") is made and entered into June 28, 2018 between the Town of Guadalupe, an Arizona municipal corporation ("Guadalupe" or "Town") and Maricopa County, a political subdivision of the State of Arizona (the "County") on behalf of the Maricopa County Sheriff's Office ("MCSO").

#### RECITALS

WHEREAS, Guadalupe has the jurisdiction and responsibility, pursuant to the laws of the State of Arizona, to provide for public health, safety, and the welfare of the people and property within its corporate boundaries, including, but not limited to police protection; and

WHEREAS, Guadalupe has determined that it is more cost effective to enter into an Agreement with the Maricopa County Sheriff's Office to provide Public Safety Services and desires to enter into this Agreement with the County whereby the MCSO will furnish Basic Law Enforcement Services to Guadalupe.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### I. GENERAL PROVISIONS

#### A. Definitions

As used throughout this Agreement, the following terms shall have the meanings set forth in this Section:

Agreement means this document and all attachments hereto.

<u>Annual Cost Notification Letter</u> means the letter from the MCSO to the Town that is issued by February 20 of each year with the updated Worksheet **Exhibit A.** indicating the costs for the next fiscal year.

<u>Basic Law Enforcement Services</u> means patrol, responses to emergency calls, incident response, calls for service responses, arrests of suspects, dispatch and communications services, crime investigations, community crime prevention and awareness programs and activities; and vacation watch.

**Basic Reporting** means a standardized document submitted by the District Commander to the Town that communicates information monthly regarding its calls for service, crime, criminal activity and public or community assists.

**Beat** means the basic increment of Law Enforcement Services that provides a post equal to one deputy FTE 24 hours per day x 7 days per week, 52 weeks per year. One beat of service is comprised of five (5) patrol deputies plus established FTE staffing requirements plus corresponding facilities, vehicles, equipment, supplies, technology, and dispatch communications services.

**Board** means the Maricopa County Board of Supervisors.

<u>Complaint</u> means an allegation of employee misconduct. The complaint may be made verbally or in writing, in person, by phone, by mail, or online; and may be by the individual complainant, someone acting on the complainant's behalf or anonymously; and with or without a signature.

**Town** means Guadalupe, an Arizona municipal corporation

**Town Council** means the Mayor and Town Council of the Town of Guadalupe.

Town Manager means the Town Manager of the Town of Guadalupe or authorized designee

<u>Contracted Level of Service</u> means the number of beats or fractions of beats and the component resources that support the Agreement and are incorporated in Worksheet Exhibit A.

**County** means Maricopa County, a political subdivision of the State of Arizona.

Day means calendar day.

<u>Deputy</u> means sworn Law Enforcement Officer for the Maricopa County Sheriff's Office and can also be referred as "Detective"; "School Resource Officer"; and "Traffic Enforcement Officer."

<u>District</u> means the specific geographical area supported by a designated MCSO substation or substations. MCSO has six Patrol Districts plus Lake Patrol.

<u>District Commander</u> means the Captain or designated Commander with a minimum rank of Lieutenant, of the MCSO District Office that services the Agreement.

**Fiscal Year** means a twelve-month period beginning July 1 through June 30.

<u>FTE</u> (full time equivalent) means a unit that indicates the workload of an employed person in a way that makes workloads comparable across the organization. One (1) FTE equals one (1) position for the total number of budgeted working hours (2088) in a given fiscal year.

FTE Staffing Requirements: Means the Number of FTE per working title required to staff one Beat of service. Examples: five (5) Patrol Law Enforcement Officers per Beat of Service; one-half (.5) Detective Law Enforcement Officer per Beat of service; one (1) FTE Law Enforcement Sergeant per nine (9) deputy positions; etc.

Other Law Enforcement Services means supplemental and/or specialized law enforcement resources within MCSO that are deployed as necessary in special situations. Examples include: Aircraft; Bomb Squad, Canine, Command Posts; Counter Terrorism; Crime Lab; Mounted Patrol; Posse Coordination; Specialized Weapons and Tactics (S.W.A.T.); Traffic Enforcement methods and Accident Investigations; and required Arizona Peace Officer Standards Training to maintain certifications.

**Sheriff's Office** means the Maricopa County Sheriff and those functions, activities and facilities for which he has responsibility, also referred to as MCSO.

**Staffing Allocation Factor** means the FTE to staff one of three types of posts: 24-hour /7 post (5) FTE; 8 hour /7 day post (1.67) FTE; an 8 hour /5 day post (1.19) FTE.

<u>Worksheet (Exhibit A)</u> means the annualized cost detail information page(s) for the contracted level of service this is updated annually and is the basis for monthly billing amounts.

#### B. Legal Notices

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the following address:

If to the County: Joy Rich

Maricopa County Manager 301 W. Jefferson, 10<sup>th</sup> Floor Phoenix, Arizona 85003

If to the MCSO: Paul Penzone

Maricopa County Sheriff 550 West Jackson Street Phoenix, Arizona 85003

Russ Skinner, Chief Deputy Maricopa County Sheriff 550 West Jackson Street Phoenix, Arizona 85003

If to the Town: Jeff Kulaga, Town Manager

Town of Guadalupe

9241 S Avenida del Yaqui Guadalupe, Arizona 85283

The Honorable, Valerie Molina Mayor, Town of Guadalupe 9241 S Avenida del Yaqui Guadalupe, Arizona 85283

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

#### C. Term of the Agreement

This Agreement shall become effective July l, 2018 (the "Effective Date") following approval by the Town Council and the Board. This Agreement shall remain in full force and effect from the Effective Date through June 30, 2021 (the "Initial Term") and its automatic renewal terms, unless terminated pursuant to **Section I**, **Subsection F** of this Agreement.

#### D. Automatic Renewal

Following the Initial Term, this Agreement shall automatically renew for up to three (3) successive one-year terms, (each, an "Additional Term"), with all the terms of this Agreement in effect, unless and until renegotiated or terminated pursuant to (1) a non-renewal notice as set forth below in this Subsection or (2) **Section I, Subsection F** below. Costs shall be revised annually per **Section III.A.** 2. of this Agreement.

Notice of non-renewal by either party shall be (1) in writing and (2) delivered to the other party by April 15 to exercise non-renewal of this Agreement.

#### E. Amendments

This document contains the entire Agreement of the parties and cannot be changed orally. Any changes or modifications of this Agreement must be in the form of a written amendment (1) approved by the Town Council and the Board and (2) signed by both parties. Requests for amendments to increase or decrease levels of Law Enforcement Services within a given year during the Initial Term or any Additional Term of this Agreement will not become effective until 90 days after approval by the Town Council and the Board, unless specifically stated otherwise.

#### F. Termination

- 1. <u>Without Cause</u>. Either party shall have the right, upon six (6) months written notice to the other party, to terminate this Agreement without cause.
- 2. <u>Uncured Breach</u>. In the event of breach of any of the provisions of this Agreement, either party may terminate this Agreement for cause by serving written notice to the other party specifically setting forth the nature of the breach. If said breach has not been resolved within ninety (90) days after receipt of notice, then this Agreement shall be deemed terminated and both parties shall perform their respective obligations up to the date of such termination.

#### G. Insurance

The parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insured program may fulfill this insurance requirement; provided, however, that the unencumbered reserves available under any such self-insurance program shall be equal to or greater than the required minimum coverage amounts set forth below. The parties to this Agreement shall exchange certificates of insurance or self-insurance.

#### 1. General:

Additional Insured: The County's insurance coverage and self-insured retention
or deductible portions, except workers' compensation insurance, shall name, to
the fullest extent permitted by law for claims arising out of the performance of the
Law Enforcement Services included in this Agreement, the Town, its agents,

- representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- b. Coverage Term: All insurance required herein shall be maintained in full force and effect until all Law Enforcement Services required to be performed under the terms of this Agreement are satisfactorily performed.
- c. Primary Insurance: County's insurance shall be primary insurance with respect to performance of the Law Enforcement Services included in this Agreement and in the protection of Town as an Additional Insured.
- d. Policy Deductibles and or Self-Insured Retentions: The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town. The County shall be solely responsible for any such deductible or self-insured retention amount.

#### 2. <u>Required Insurance Coverage</u>:

- a. Public Entity Liability: County shall maintain public entity liability coverage for bodily injury and property damage with an unimpaired limit of not less than \$5,000,000 for each occurrence; no aggregate limit. The policy shall cover liability arising from premises/operations and personal injury.
- b. Automobile Liability: The County shall maintain Business Automobile Liability insurance with a limit of \$5,000,000 combined single limit each occurrence on County's owned, hired and non-owned automobiles assigned to or used in the performance of the Law Enforcement Services under this Agreement.
- c. Workers' Compensation Insurance: County shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of County's employees engaged in the performance of Law Enforcement Services under this Agreement and shall also maintain Employer's Liability Insurance of \$2,000,000 for each accident, \$500,000 disease for each employee and \$2,000,000 disease-policy limit.
- 3. <u>Cancellation, Material Changes and Expiration Notice</u>: Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days' prior written notice to the Town.
- 4. <u>Limitation on Insured Liability</u>. The County shall only be liable for such claims, losses, damages or injuries that result from negligent actions or misconduct related to Law Enforcement Services by the MCSO as contemplated by this Agreement.

#### H. Indemnification

Mutual Indemnity. To the extent permitted by law and notwithstanding any liability insurance or other conditions of this Agreement, each party hereby covenants and agrees to indemnify, defend and hold harmless the other party, its officers, employees, contractors and agents for, from and against all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which are the result of any act or omission of the party, its officers, employees, contractors, agents and/or anyone acting under its direction or control whether intentional or negligent, in connection with or incidental to this Agreement.

2. MCSO Actions. The Town shall not indemnify, defend or hold harmless the County, but the County shall indemnify the Town, for any suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature brought against the County as a result of any act or omission of the MCSO which is caused or alleged to have been caused by the negligence or misconduct of any member of the staff of the MCSO or which occurs while any such staff member is performing Law Enforcement Services not directly related to this Agreement. The County shall pay, on behalf of the Town, all judgments, fines, penalties, interest on judgments, fines and penalties, or costs including attorney's fees, court costs, expert witness fees and discovery costs associated with a claim brought hereunder. The indemnity under this Agreement shall commence as of the Effective Date of this Agreement and shall continue in full force and effect with respect to any and all actions, legal or administrative proceedings, claims, demands or damages of any kind or nature arising out of or relating to this Agreement.

#### I. Record Keeping and Audits

- 1. <u>Required Records</u>. The parties agree to maintain and furnish to each other such records and documents pertaining to the Law Enforcement Services provided pursuant to this Agreement as may be required by applicable Federal and State laws, rules and regulations.
- 2. <u>Audit</u>. Each party, prior to conducting an audit, must give thirty (30) calendar days' notice to the other party. If the audit indicates that fees or billable items have been charged incorrectly, each party agrees to make appropriate corrections and adjustments.

#### J. Construction of Agreement

- 1. <u>Superseding Prior Agreements</u>. This Agreement replaces and supersedes any existing Agreement for Law Enforcement Services between the two parties, the most recent being that certain Agreement for Law Enforcement Services between the parties executed on; June 20, 2012 (C-50-12-083-3-00) and Amendment 1 (C-50-12-083-3-01) effective March 4, 2014.
- Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.
- 3. No Waiver; No Accord or Satisfaction. The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other or to take any action permitted as a result thereof shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than any that may be due and owing at any time shall not be construed as an accord and satisfaction.
- 4. Entire Agreement. This Agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement, Law Enforcement Services, shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the State of Arizona, Maricopa County, or the Town of Guadalupe in any State or Federal Court.

- 5. Governing Law. This Agreement shall be interpreted in accordance with Arizona law.
- 6 <u>Independent Contractors</u>. The Sheriff's Office and its employees shall be considered to be peace officers engaged as independent contractors, not as employees of the Town while performing the responsibilities imposed by this Agreement.
- 7. <u>Cancellation for Conflict of Interest</u>. This Agreement is subject to the provisions of A.R.S. § 38-511. (Cancellation of political subdivision and state contracts.)
- 8. <u>E-Verify</u>. The parties mutually warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that they and their subcontractors, if any, warrant their compliance with A.R.S. § 41-4401, and all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.

#### II. LAW ENFORCEMENT SERVICES

For Fiscal Year 2018-19, the MCSO shall provide Basic Law Enforcement Services at the level of patrol beats set forth in the Worksheet (**Exhibit A.**) attached hereto as and incorporated herein by reference. For the remaining fiscal years during the Initial Term, and for any Additional Terms, the level of patrol beats shall be as set forth in the then-current Worksheet (**Exhibit A.**) as agreed upon by the parties pursuant to **Section III** of this Agreement.

#### A. Service Provision

- Scope of Services. The County, by and through the MCSO, shall provide the Law Enforcement Services within the current incorporated limits of the Town. The MCSO shall investigate and enforce criminal violations of state statute and Town code violations that directly impact public safety and fall within the definition of Basic Law Enforcement Service set forth above. The Town shall be primarily responsible for non-criminal Town Code/Ordinance code enforcement violations and may request assistance with the Sheriff. The Town Manager or designee and the District Commander shall establish between themselves the MCSO duties and responsibilities pertaining to the Town code violations, animal control issues and other local enforcement services that fall within the definition of basic Law Enforcement Services within this Agreement.
- 2. <u>Response Times.</u> Deputy response to calls for service will be provided twenty-four (24) hours per day, seven (7) days per week. The MCSO shall allow management of dispatch and deputy response times for Emergency Priority 1 Calls as follows:
  - a. Emergency Priority 1 Calls shall be answered within sixty (60) seconds. The dispatch time shall be measured from the point at which the call is answered to the time the dispatcher initiates radio notification to the deputy assigned to respond. Any dispatch taking more than sixty (60) seconds to complete shall be documented, and reports shall be made available to the Town upon request.
  - b. Emergency Priority 1 Calls will have a deputy on scene within five (5) minutes in Agreements with contracted levels of services of 1 (one) beat or more. Detail on Emergency Priority I responses taking longer than five (5) minutes to arrive on scene after dispatched will be furnished by the MCSO upon request from the Town.
- 3. <u>MCSO Presence</u>: MCSO presence within the Town's jurisdiction is determined by the contracted level of service provided for in Worksheet (**Exhibit A.**) of this Agreement.

4. <u>Citation into Town Court</u>. Misdemeanors, traffic infractions and civil violations occurring within the corporate limits of the Town shall be cited into the Magistrate Court designated by the Town.

#### **B.** Establishment of Service Priorities

- Personnel Utilization. District personnel shall be deployed and utilized in the safest, most
  efficient manner to meet the needs of the Town and MCSO, as determined by the District
  Commander in consultation with the Manager and within the overall contracted level of
  service
- 2. <u>Setting Priorities</u>. The District Commander and the Town Manager shall meet at least once each quarter to review progress and establish priorities for the delivery of Law Enforcement Services as desired by the Town and that align with the priorities of the Town and MCSO. Changes in priorities shall be supported by monthly incident report data and Town-specific needs and reviewed by MCSO. Priorities shall be communicated through the appropriate MCSO chain of command to the patrol units providing Law Enforcement Services within the Town's jurisdiction.
- Changes to Service Levels. The MCSO strives to consistently provide Basic Law Enforcement Service within overall contracted levels that provide optimum safety for its employees and the community.
  - a. Criminal Activity Increases.
    - If the MCSO, acting through the District Commander in consultation with the Town Manager, observes that criminal activity is dramatically increasing in the Town, the MCSO will temporarily deploy support units as deemed reasonably necessary to suppress such activity.
      - Increases and decreases in supplemental or optional service will be supported by relevant crime and incident data.
      - Short term or incidental deployments of additional resources will be at no additional cost to the Town.
      - Deployments of additional resources in excess of three months will prompt a cost proposal for reimbursement via an amendment to this Agreement and a review of the contracted level of Service for future right sizing.
      - Charges for additional services shall incorporate the same methodology described in **Section III** of this Agreement and shall be pro-rated as necessary. The parties agree and understand that the length of time to establish and hire new positions can be up to nine (9) months and in the case of increases of 1 beat or more, longer.
    - b. Municipality Expansion through Annexation or Development.

      A City or Town's expansion through annexation or development that includes, but is not limited to: roadways, parks, housing, industrial parks, or land for new businesses, medical complexes or robust housing developments shall generate an interim review of the terms and conditions of this contract. MCSO does not guarantee long-term capacity to support continuous expansive growth.

- c. Beat formula and continuous coverage. The staffing allocation factor, FTE staffing requirements, and Special Pay are intended to cover shift overlap, sick leave, vacation leave, normal short-term leaves and training. MCSO will make every effort to continuously staff to contracted levels of service, prioritizing Basic Law Enforcement Service.
- d. Periodic review to right size service upon entering into new Agreement. At the end of the Initial Term or final automatic renewal and upon entering into any new agreement, MCSO and the Town Manager will review the following items to confirm appropriateness of the current level of contracted service.
  - i. Criteria for discussion will include, but will not be limited to: incidents per 1,000 population; contracted sworn FTE (deputies and detectives) per 1,000 population; and incidents per sworn FTE assigned to contract.
  - ii. Data will be reviewed on the whole as compared with all of MCSO's contracted law enforcement. Changes to levels of services will only be recommended using two or more factors as a basis. Examples:
    - A lower than average sworn FTE per 1,000 population and a higher than average incident per sworn FTE will prompt a recommended increase to contracted service.
    - A higher than average sworn FTE per 1,000 population, a lower than average incident per 1,000 and a lower than average incident per sworn FTE will prompt a recommended decrease to contracted service.

Amendments to change the service levels in this Agreement shall be made in accordance with **Section I**, **Subsection E** of this Agreement.

#### C. Maintenance of Sheriff's Substation

[This section left blank intentionally.]

#### D. Community-Oriented Policing

The Town Manager or Designee will ensure that policies and procedures consistent with the Sheriff's Office rules and regulations are instituted which facilitate efficient and effective communication between local public access and the Sheriff's Office. The District Commander shall ensure that policies and procedures are consistent with the philosophy of Community-Oriented Policing, which combines traditional aspects of law enforcement with preventive measures, problem-solving, community engagement and community partnerships.

#### E. Chain of Command and Responsibility for Performance Standards

1. Maricopa County Sheriff Directs Operations of Deputies. The Town Manager or authorized designee is responsible for coordinating all Law Enforcement Services within the Town as well as conveying the wishes of the Town Council to the District Commander with respect to Law Enforcement Services. While the Town's designee shall have no chain of command authority to direct the operations of the deputies from the MCSO, such authority being reserved to the Maricopa County Sheriff pursuant to Section II, Subsection E (3), below, the parties to this Agreement understand that the Town expects the MCSO to reasonably respond to its needs for Law Enforcement Services as communicated through the Town Manager or authorized designee. The District Commander shall, at all times, consider the request of the Town Manager or Town's authorized designee with respect to the implementation of Law Enforcement Services.

- 2. <u>Citizen Complaints.</u> MCSO employees are trained to consistently perform their duties with professionalism and accountability. Citizen Complaint and Comment Forms are available from deputies, on-line, and from the District Facilities. Complaints will be processed through the MCSO according to policy.
- 3. <u>Deputy Performance</u>. The Maricopa County Sheriff is solely responsible for the performance evaluation, discipline and movement of his deputies as well as other matters incidental to the provision of the Law Enforcement Services under this Agreement. In the event of a dispute between the parties regarding the manner of performance of such service, the determination made by the Maricopa County Sheriff shall be final and conclusive.
- 4. Removal of Assigned Staff. The Town, acting through the Town Manager shall have the right to request in writing that any staff assigned to service within the Town by the MCSO be reassigned or otherwise removed from service within the Town. When such request is made, the MCSO shall comply as soon as reasonably practical, but in any case within no more than three weeks after such request is made.

#### F. Reports and Information

- 1. <u>Basic Reporting</u>. This Law Enforcement Services Agreement is limited to law enforcement service delivery and the management thereof. The terms of this Agreement provide for Basic Reporting as defined in **Section I**, **Subsection A**. of this Agreement. The Town and District Commander may agree on a basic format personalized to the Town.
- 2. <u>Information Requests</u>. Requests for additional information by the Town that are applicable to this Agreement will be in writing to the MCSO Executive Chief of Enforcement.

#### III. REIMBURSEMENT COSTS AND CHARGES

#### A. Reimbursement for Law Enforcement Services

- Worksheet to Determine Reimbursement Amount. The Town agrees to reimburse the MCSO for all Law Enforcement Services rendered as outlined in the attached Worksheet(s) (Exhibit A.) for the first year (July 1, 2018 through June 30, 2019) of the first term (July 1, 2018 through June 30, 2021) of this Agreement.
- 2. <u>Annual Review of Costs.</u> The reimbursement costs for this Agreement are reviewed and revised on an annual basis. The MCSO recognizes the Town's need to have information early for its budget and planning process.
  - a. By February 20 of each year that falls within the term of this Agreement, or any extension thereof, the MCSO will provide the Town an annual cost notification letter with an updated Worksheet (**Exhibit A.**) with Law Enforcement Services charges for the coming fiscal year.
  - b. The MCSO, the County or the Town cannot arbitrarily change costs. Each annual worksheet proposal shall employ consistent methodology applicable to all MCSO contract cities and towns.
- 3. <u>Explanation of Excessive Increase</u>. If the next year's amount is determined to be more than three percent (3%) higher than the total amount due under the then current year of this Agreement, an explanation from the MCSO outlining the increases will be included in the Annual Cost Notification Letter.

4. <u>Unforeseeable and Unavoidable Cost Increases.</u> Unforeseeable and unavoidable cost increases that are applicable to all contracts and are effective with the coming fiscal year but unknown at the time of the February 20 issuance of Worksheet (**Exhibit A.**) can only be passed through to the Town pursuant to an amendment to this Agreement. Examples of items might include mandated changes to FTE staffing requirements, safety standards or reporting requirements, or acquisition and use of new equipment that is policy mandated.

#### **B.** Explanation of Charges

The MCSO annual Worksheet (**Exhibit A.**) shall be beat-driven and prepared with the following sections:

- 1. <u>Personnel Services</u>. The methodology used for calculating Personnel Services is a direct cost recovery formula for actual services delivered and shall not be arbitrarily changed. Personnel Costs are determined using FTE (full time equivalents).
  - a. Computation of personnel for this Agreement is as follows:

The basic increment of Law Enforcement Services for providing one deputy FTE 24 hours per day x 7 days per week, 52 weeks per year post is the Beat. It takes five (5) patrol deputies to cover one beat of law enforcement service plus additional specific staffing requirements, and other items listed in **Section I. General Provisions. A. Definitions** of this Agreement.

The formula for staffing requirements per beat shall be:

	FTE Staffing	Requirements*	
5.00	Patrol Deputies	1	Beat
0.50	Detectives	1	Beat
1.00	Sergeant for	9	Deputies
1.00	Lieutenant for	18	Deputies
1.00	Captain for	30	Deputies
0.14	Clerical for	1	Beat

\* The Town may request and fund additional supervisory, specialized deputies, and/or clerical positions beyond the beat-driven calculation. In all cases, the contracted supervisory personnel (Sergeant, Captain, and Lieutenant) FTE staffing in aggregate must meet minimum requirements for supervisory personnel that coincide with FTE staffing requirements. Such requests must be consistent with **Section II. B. 3**. prior to incorporation into Part l, Personnel Services, of the Worksheet (**Exhibit A**).

The Staffing Allocation Factor represents the basic staffing requirement (including required coverage and shift relief factors) in a single beat. The Staffing Allocation Factor to be applied in this Agreement is:

Staffing Allo	ocation Fac	ctor
24 hour / 7 day post	5.00	FTE
8 hour / 7 day post	1.67	FTE
8 hour / 5 day post	1.19	FTE

- b. Salary and Benefits shall be calculated by adding together the following:
  - (i) Hourly Base Pay: The hourly base pay will be the actual average hourly salary for the position (title) across the Patrol Districts according to County payroll system data from the then current fiscal year.
  - (ii) Variable Benefits Rate: This is a percent, by retirement system group, that is applied to hourly pay that covers the payroll expenses of retirement, FICA and Medicare. Variable benefits are updated annually and are the budgeted amounts for the current fiscal year.
  - (iii) Fixed Fringe Benefit: This payroll expense is an annual lump sum cost per employee for health and other non-retirement benefits and are the budgeted amounts for the current fiscal year.
  - (iv) Workers Compensation and Unemployment: These payroll expenses are a fund-wide allocation per FTE.
  - (v) Special Pay:

Overtime, shift differential and regular over budget comprise special pay. Overtime costs and Shift Differential costs are based on actual expenditures by District for the previous fiscal year and applied as a cost per FTE over the number of budgeted sworn overtime eligible FTE.

Regular Over Budget is a cost applicable to holidays. As a 24 x 7 operation, this cost applies to MCSO. The calculation is beat driven and is based on District average deputy hourly salary and variable benefits for one, 24-hour day and applied to sworn eligible FTEs.

c. Dispatch charges are applied as an FTE equivalent.

The calculation is based on the Town's incidents as a percent of all incidents and that percent is applied to previous year's actual Dispatch costs. That cost is then converted to an FTE based on the current average annual salary and benefits for the emergency dispatcher market range title.

- 2. <u>Supplies and Rent:</u> The Supplies and Rent charges are comprised of several components including the following:
  - Supplies charges consist of actual costs from the previous fiscal year for items in the supplies and general services object codes by District and are apportioned by District FTE.
  - b. Ammunition charges consist of actual costs from the previous fiscal year for ammunition and are apportioned by sworn FTE.
  - c. Uniform Allowance is the annual amount provided each sworn officer to maintain a uniform and is charged by FTE.
  - d. Rent and utilities charges, if applicable, are per FTE and are based on actual rent and utilities costs from the previous fiscal year in District IV for the District substation divided by the number of FTE working out of that substation.

- 3. <u>Communications and Information Technology</u>. Sophisticated and costly information and communications systems are used in everyday MCSO law enforcement operations. Cost recovery includes but is not limited to system hardware and software maintenance and licenses, technology supplies, monthly service, data charges, information system connection fees, and data storage fees. Charges for Sheriff's Police Communications and Information Technology are comprised of several components:
  - a. Information System Service Charge: The Town's charge is calculated by taking its percent of the previous year's Patrol expense (using the contracted total as the numerator) and applying it to the calculated amount of technology system hardware and software licensing and maintenance expense attributed to patrol.
  - b. Monthly Radio Charges: The monthly charges per FTE and per vehicle are per device calculated by Maricopa County Wireless and based on the number of system users.
  - c. Monthly MDC Charges: The monthly mobile data computing (MDC) charges are per device and based on the number of system users.
  - d. Wiring installations and upgrades for MCSO designated space owned by the Town. Costs incurred by MCSO for technology wiring installations, wiring upgrades, voice or data communications connections, docking stations, charging stations, radio communications base stations and computing equipment purchased for use in MCSO occupied spaces furnished by Town, either explicit or implicit to this Agreement, will be recovered.

#### 4. <u>Vehicle and Equipment Charges.</u>

Vehicle depreciation and vehicle equipment charges fund continuous replacement of patrol vehicles through the County's vehicle replacement plan. Maintenance of vehicles is the responsibility of the MCSO.

- a. The current vehicle and vehicle equipment cost will be used to determine vehicle depreciation and equipment depreciation amounts. Expected life of vehicles is 125,000 miles and expected life of vehicle equipment is 343,750 miles.
- b. The annual number of miles driven will be used in determining charges for vehicle mileage, vehicle depreciation, and vehicle equipment depreciation.
- c. The annual number of miles driven is calculated using the average number of miles driven by District. The number of vehicles assigned to the District is divided into the number of miles to arrive at an average number of miles per vehicle. The Town's miles are calculated taking the number of vehicles assigned to the contract, multiplied by the Town's number of beats, multiplied by average number of miles per vehicle by District. The exception to this calculation is for Districts that exist primarily to provide Law Enforcement Services for one contracted municipality. In these cases, actual mileage is discernible and is used.

#### d. Per Mile Rates

- The Per Mile Rate for mileage charge is the average cost per mile for the previous fiscal year for all patrol vehicles.
- The Per Mile Rate for Vehicle Depreciation is the current cost of a vehicle with warranty divided by the established lifetime miles.

• The Per Mile Rate for Equipment Depreciation is the current cost of vehicle equipment divided by the number of established lifetime miles.

#### 5. Other Equipment Costs and One-Time Cost Reimbursement.

MCSO is obligated to recover costs from the Town for equipment replacement or for new equipment items that are necessary to support the contracted level of Law Enforcement Service and are not otherwise funded in the Sheriff's operational budget.

- a. The Town will be required to fund one-time reimbursement for the initial purchase of vehicles and patrol vehicle equipment (lights; sirens; push bars—not MDCs or radios) upon initiation of service and for any vehicles and patrol vehicle equipment purchased to meet contracted increases in levels of service authorized by Amendment(s) to this Agreement. Subsequent vehicle and vehicle equipment replacements shall be funded by the County as provided in **Section III**, **Subsections B (4)** of this Agreement, and not by the Town.
- b. The Town will be required to fund the costs of items necessary to equip contract positions upon initiation of service and for any positions associated with increases to service by Amendment. Examples of such items are: radios (for sworn personnel and vehicles), computers, mobile data terminals for vehicles, eticketing equipment for vehicles, Tasers and accessories, radar guns, body cams, service weapons, body armor, and cell phones.
- c. Reimbursement costs for replacement of equipment items listed in b., above, will occur in conjunction with the annual updating of Worksheet (**Exhibit A**). **as provided for in Section III, Subsection A.** (2) of this Agreement. Any replacement cost reimbursement that is not included in the annual updating will be handled by amendment as provided for in **Section III, Subsection A.** (4) of this Agreement.
- d. All one-time and replacement equipment items regardless of funding source, shall be County property subject to the following:
  - (i) The Town shall have the option to purchase, at the time they are designated for retirement from the County fleet, any vehicles that were initially funded by the Town as one-time purchases. Such a purchase will require Board action.
  - (ii) In the event of early termination of this Agreement, or in the event of a material reduction in service, the Town may request transfer of vehicle ownership to the Town of any vehicle(s) originally purchased in conjunction with contracted law enforcement service to the Town. All transfers of ownership require Board action.
  - (iii) Vehicle transfers will be "as is," except in cases where removable enhancements, funded by the MCSO, can be used in other Sheriff's vehicles. Such enhancements would be removed and remain County property. The Town will be responsible for the timely removal of all County and MCSO markings.
  - (iv) The cost to the Town of transferred vehicles will be market value plus any title and licensing transfer fees.

- (v) In the event of early termination of this Agreement, the Town may request a fair market value credit for its initial cash outlay for vehicles or other one-time ore replacement equipment items. Such requests will be coordinated through the Sheriff's Administration Command. Board action is required. All authorized reimbursements will be transacted as credits on amounts due on final month(s) invoices.
- 6. <u>Indirect Cost Recovery.</u> The MCSO reserves the right to address indirect costs (administrative overhead) via amendment to this Agreement. Indirect cost recovery would be implemented in conjunction with a new fiscal year.
- 7. Other Law Enforcement Services. The MCSO reserves the right to address cost recovery for other law enforcement services listed in the Definitions section of this Agreement via amendment to this Agreement. Continuing other services recovery will be implemented in conjunction with a new fiscal year.

#### C. Payment

- 1. The Town agrees to pay the combined sum of \$1,775,048.40 in 12 equal installments for all Law Enforcement Services rendered as outlined in the attached Worksheet (Exhibit A., for Fiscal Year 2019, July 1, 2018 through June 30, 2019, and at the updated rates not yet determined but provided for in Section III. A. 2 of this Agreement throughout the Initial Term (July 1, 2018 through June 30, 2021) and each year thereafter.
- 2. Payment for Law Enforcement Services for each year of this Agreement will be made in twelve (12) equal installments on a monthly basis and on or before the 20<sup>th</sup> day of each month, beginning with the first month of the Initial Term.
- Payment for increases in Law Enforcement Services authorized by Amendment to this
  Agreement shall commence per the terms of the Amendment and shall be applied to regular
  monthly payments unless otherwise specified by Amendment.

#### D. Cost of Incarceration

Nothing in this Agreement shall alter the financial responsibilities of the Town and the County for the incarceration of prisoners arrested by the MCSO in the performance of its responsibilities hereunder.

[SIGNATURES ON FOLLOWING PAGE]

#### IV. Authorization and Signatures

Guadalupe has the authority to enter into this Agreement pursuant to A.R.S. §9-498 and §11-952, and the County has the authority to enter into this Agreement pursuant to A.R.S. §9-498 and §§11-951 et seq.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date of the last signature set forth below.

MARICOPA COUNTY, a political s State of Arizona	subdivision of the	TOWN OF GUADALUPE, an Arize Municipal Corporation	ona
BY:		BY:	
Steve Chucri Chairman, Board of Supervisors	Date	BY:Valerie A. Molina, Mayor	6/28/2018
ATTEST:		ATTEST:	
Fran McCarroll, Clerk of the Board	Date	Jeff Kulaga, Town Manager / Clerk	6/28/2018
MARICOPA COUNTY SHERIFF'S	OFFICE		
BY:Paul Penzone, Sheriff	Date		
the above Agreement on behalf of their re	spective clients and (	ne undersigned attorneys acknowledge that (i) the ii) as to their respective clients only, each attorn of is within the powers and authority granted under the interest of the	ey has determined
Deputy County Attorney	Date	David Ledyard, Town Attorney	6/28/2018

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF GUADALUPE
AND
MARICOPA COUNTY
on behalf of the
Maricopa County Sheriff's Office

[Cost Detail]

See following pages.

Worksheet Exhibit A.							
2/12/2018							
2,12,2313		Town of	Guadalupe				
	N.		nty Sheriff's Of	fice			
		•	•	s and Charges			
	Law Lilloice		/2019	s and Charges			
			2019 ough June 30, 20	10)			
		(July 1, 2016 IIII	ough June 30, 20	19)			
BEATS							1.66
BEATO							1.00
Total Contract Cost						\$1,775,048	3.40
Part 1. Personnel Services						\$1,676	.120
Annual Hours Budgeted	2088					<b>4.,0.0</b>	,
V		FY 2019 Average Hourly Base	FY 2019 Hourly Variable Benefits Rate Charge (FY	FY 2019 Hourly Average Base Plus Variable	FY 2019 Fixed Benefit (FY	Annualize	-
Position	FTE	Pay	2018 Rates)	Benefits	2018 Rates)	FY 2019	
Patrol Beat Deputies Detectives	8.30 0.83	\$28.05 \$29.24	60.44% 60.44%		\$11,400.00	7 - , -	
Sergeants	1.01	\$38.93	60.44%		\$11,400.00 \$11,400.00		
Lieutenants	0.54	\$49.15	60.44%		\$11,400.00		
Captain	0.32	\$60.43	60.44%		\$11,400.00		
Community Police Deputy	0.50	\$28.05	60.44%	· · · · · · · · · · · · · · · · · · ·	\$11,400.00		
Clerical/Administrative Assistant	0.23	\$16.52	19.15%	\$19.68	\$11,400.00		
Worker's Comp	11.73	\$510.85	(Fund-Wide Allo	cation per FTE)		\$5,99	2.27
Unemployment	11.73	\$20.40	(Fund-Wide Allo	cation per FTE)		\$23	9.29
Dispatch	1.07	(FTE is a total c	ost equivalent not	to be used in othe	er calculations)	\$68,050	0.07
				Sub Total Salary	and Benefits	\$1,411,08	0.70
Staffing Allocat	ion Factor			FTE Staffing I			
24 hour / 7 day post	5.00			Deputies		Beat	
8 hour / 7 day post	1.67			Detectives		Beat	
8 hour / 5 day post	1.19	FIE		Sergeant for		Deputies	
				Lieutenant for Captain for		Deputies Deputies	
				Captain for Clerical for		Beat	
Special Pay			0.12	CICITOAI IUI	<u> </u>	DEal	
(Deputies/Detectives/Sgts.)	FTEs	Rate Per FTE	Cost	Includes 60.44%	Variable Benefits	3	
Overtime	10.64	21,776.50	\$ 231,701.96				
Shift Differential	10.64	1,457.54	\$ 15,508.26				
Regular Over Budget	10.64	1,675.64	\$ 17,828.81				
			\$ 265,039.03				
				Sub Total Special	Pay	\$ 265,03	9.03
Part 2 Supplies and Bant						¢ 40.00	e 00
Part 2. Supplies and Rent Applicable FTEs	11 70	FTE total minus	Dispatch			\$ 18,83	0.00
Supply Cost	_	Per applicable F				\$ 9,52	1 52
Ammunition		Per Sworn FTE	11.50	1			
							2.36
Uniform Allowance	800.00	Per Sworn FTE	11.50		<u> </u>	\$ 9,20	
				Sub Total Supplie	s and Rent	\$ 18,83	6.88

0 8 Annual Cost 2 Per Month (2) p 2 Per Month per \$6 Per Vehicle per 0 Vehicle life 125,   7 Equipment life 3 Annual Miles 3 40,779   9 40,779   7 40,779	oworn FTE month  owner of the combin of the	Vehicles Vehicles Sub Total Commu	1 1 unications and IT	\$ \$	45,485.98 \$1,037.28 \$5,964.36 \$496.32 52,983.94 27,107.84
8 Annual Cost 2 Per Month (2) p 2 Per Month per S 6 Per Vehicle per  0 Vehicle life 125, 7 Equipment life 3 Annual Miles 8 40,779 9 40,779	oworn FTE month  owner of the combin of the	Vehicles Sub Total Commu	1 1 unications and IT	\$	\$1,037.28 \$5,964.36 \$496.32 52,983.94 <b>27,107.8</b> 4
2 Per Month (2) p 2 Per Month per S 6 Per Vehicle per  0 Vehicle life 125, 7 Equipment life 3 Annual Miles 8 40,779 9 40,779	oworn FTE month  owner of the combin of the	Vehicles Sub Total Commu	1 1 unications and IT	\$	\$1,037.28 \$5,964.36 \$496.32 52,983.94 <b>27,107.8</b> 4
2 Per Month per S 6 Per Vehicle per  0 Vehicle life 125, 7 Equipment life 3 Annual Miles 8 40,779 9 40,779	oworn FTE month  owner of the combin of the	Vehicles Sub Total Commu	1 unications and IT	\$	\$5,964.36 \$496.32 52,983.94 27,107.84
O Vehicle life 125, Equipment life 3 Annual Miles 40,779 0 40,779	000 miles (combir 43,750 Costs \$13,375.49	Sub Total Commu	1 unications and IT	\$	\$496.32 52,983.94 27,107.84
Vehicle life 125, Equipment life 3 Annual Miles 40,779 40,779	000 miles (combir 43,750 Costs \$13,375.49	Sub Total Commu	unications and IT	\$	52,983.9 <sup>4</sup> 27,107.8 <sup>4</sup>
Equipment life 3 Annual Miles 40,779 40,779	43,750 Costs \$13,375.49	ned average)			,
Equipment life 3 Annual Miles 40,779 40,779	43,750 Costs \$13,375.49	ned average)			
Equipment life 3 Annual Miles 40,779 40,779	43,750 Costs \$13,375.49	ned average)		¢	
Equipment life 3 Annual Miles 40,779 40,779	43,750 Costs \$13,375.49			¢	
Annual Miles 3 40,779 0 40,779	Costs \$13,375.49			¢	
Miles 3 40,779 0 40,779	\$13,375.49			¢	
3 40,779 0 40,779	\$13,375.49			•	
40,779				Ф	
	¢40.040.0E			Ψ	13,375.49
7 40 770	\$12,240.35			\$	12,240.35
70,113	\$1,492.01			\$	1,492.01
	Sub Total Vehicle	e and Equipment C	Costs	\$	27,107.84
			,		
	erwise funded in the	placement or new equipment items that erwise funded in the Sheriff's operation	placement or new equipment items that have been identifie erwise funded in the Sheriff's operational budget. (Requi	Sub Total Vehicle and Equipment Costs  Diagram of the Sheriff's operational budget. (Requires amendment.)  Maricopa County that are necessary for full cost recovery.	placement or new equipment items that have been identified as necessary erwise funded in the Sheriff's operational budget. (Requires amendment.)

# Summer Youth Employme Program

Lead Youth Advisors
Reyna Cruz & Alexander Tovar

# Week 1

## Advertising and Applications

- On Monday June 11th, 50 applications were made available for pickup at the Town Hall. By 2pm; the same day, all 50 applications were picked up
- We had a total of 30 completed applications turned in. However 8 applications were incomplete
- Grand Total of 38 applications turned in
- However, only 30 applicants were invited to the interview process

# Week 2

### **Interview Selections**

- 30 interviews were scheduled for either Thursday or Friday
- United Way representative, Francisco Avalos, assisted in conducting the interviews
- The scoring process for the interviews were based off of the applicant's answers to questions
  - (sample question) Please name an issue facing the Guadalupe community. Could the situation be improved?
- The 20 selected youth for the program were contacted about their acceptance into the program and told when to start and where to meet

### **Placements**

- The 20 youth were seperated into 4 groups of 5
- Placements included:
  - Fire Department
    - Wildland training, First Aid
  - Public Works
    - Graffiti and community clean up
  - Senior Center
    - Serving Seniors, conducting interviews
  - CAP office & Town Hall
    - Inventory, food distribution
- Each youth was placed in a department depending on their interest

# Week 3

## Agenda for Official First Week

- Monday
  - Orientation
  - Expectations
- Tuesday
  - o ASU- stress, time management, budgeting, value of education
- Wednesday
  - ASU ME3 Project career planning,
  - Mayor Molina & Jennifer life skills
- Thursday & Friday
  - LUCHA Organization culture and self identity

# Week 4

### Work Schedule

- Monday
  - Meet supervisors
  - Go to job site
- Tuesday
  - Report to job site
- Wednesday
  - Report to job site
  - Return to MPR to begin brainstorming
- Thursday
  - Project planning
- Friday
  - Presentations to group, pizza party, and pay day

# **Group Projects**

- While working with their assigned departments, each group is tasked with the job of creating a presentation about an issue which the department is facing
- Each group will then create a possible realistic solution that can be implemented to create a positive change
- On Friday, each group will present to their peers and Town staff

### Thank You

The following agencies/organizations/individuals helped make this program a success:

- United Way, Francisco Avalos
- ASU
- South Mountain Community College
- LUCHA
- Town of Guadalupe Staff and Council
- Pascua Yaqui Tribe Staff
- Papa John's
- Nati Valenzuela



#### January 17, 2018 ( Updated June 2018)

Town of Guadalupe Bob Thaxton 9241 South Avenida Del Yaqui Guadalupe, Arizona 85283 Re: Annual Price Adjustment

Dear Mr. Thaxton,

It has been a pleasure serving the citizens of Guadalupe during the past year. We are continually striving to provide quality solid waste, removal, disposal and recycling services to us customers. Waste Management sincerely values your patronage and looks forward to continuing our partnership.

Pursuant to Section 4 Rate Adjustments of Amendment Number Four (4), dated May 19, 2014, rates shall be adjusted each March on an annual basis for 85% of the percentage change in the CPI plus 15% of the average percentage change in the price of fuel.

	<u>CPI Calculation (U.S. Avg, Garbage &amp; Trash)</u>	<u>Fuel Calculation (West Coast PADD5)</u>
--	--	--

Dec 2017 Index 453.596 52 weeks prior to 12/26/17 296.27

Dec 2016 Index 444.996 52 weeks prior to 12/26/16 255.74

Change 8.851 Change 40.53

% Change 1.99% % Change 16.9%

85% Limitation 1.69% 15% Limitation 2.53%

Total CPI Increase 1.69% + 2.53% = 4.22%

#### **Extraordinary Rate Request:**

Due to the new material bans and 0.5% contamination limits, recyclers have had to add operating expense and slow down processing lines. This has increased the cost of recycling while commodity values are low.

Waste Management continues to be committed to education, actively working with you and your residents and businesses to improve the quality of material that we collect and/or process through our comprehensive Recycle Often. Recycle Right. ® education and outreach tools. These efforts are all necessary for the long-term health of recycling; however, they are not enough to offset the impacts of theses dramatic changes in our industry. Due to the new policies that have changed the recycling industry world-wide

Increased Residential Recycling Costs: \$0.51 (increase per month per home)



### TOWN OF GUADALUPE PRICES (EFFECTIVE JULY 1, 2018) ITEMIZED RATES

	Old	d Rate	Ne	w Rate
Cost per dwelling UnIt	\$	15.81	\$	16.99
Cost for each additional container at one dwelling	\$	15.81	\$	16.99
Replacement carts	\$	54.11	\$	56.90
( Damaged, burned or lost due to the fault of the resident)				
Job # 2 Roll Off Conatiners				
Cost for each roll off container picked up , emptied, and returned	\$	90.51	\$	94.33
( transporattion Only)				
Delivery charge for special roll off container use	\$	44.27	\$	46.14
Pull fee for special roll off container use , transportation only	\$	90.51	\$	94.33
Switch out fee for special roll off container use	\$	90.51	\$	94.33
Current landfill tipping fee per ton, Sky Harbor Transfer	\$	35.42	\$	36.91
Cost to pickup and transport to tire recycle center	\$	301.63	\$	314.70
(Transportaton only)				
Cost to pickup, empty and return 20CY dirt and gravel rolloff	\$	189.86	\$	197.87
( Includes transportation and disposal site costs)				

As always, we look forward to continuing to explore ways to enhance our partnership and increase value for your residents. Our goal continues to be to provide you with the highest quality, environmentally responsible service at reasonable prices. Please do not hesitate to call me with any questions or concerns at (602) 930-6145.

Sincerely,

#### Clark Landrum

Clark Landrum II
Public Sector Solutions Manager
(602) 930-6145
<a href="mailto:clandrum@wm.com">clandrum@wm.com</a>



**DATE:** June 21, 2018

**TO:** The Honorable Mayor and Town Council

**FROM:** Jeff Kulaga, Town Manager

**SUBJECT:** Fiscal Year 2018-19 Proposed Tentative Budget

For your review and consideration for next Thursday night's Council Meeting, attached is the proposed Fiscal Year 2018-19 Tentative Budget. On Thursday, June 28, 2018, the Mayor and Council will review and may approve the proposed Fiscal Year 2018-2019 Tentative Budget; and, set the public hearing date and time of Thursday, July 26, 2018, at 6:00 P.M.. Should the Council approve the Tentative Budget, expenditures can only be reduced, and not increased, overall.

The budget PowerPoint presentation will be provided to Councilmembers prior to the Council Meeting.



# Tentative Annual Budget Fiscal Year 2018-19

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## **FY18-19 Budget Summary**



### **FY18-19 BUDGET SUMMARY**

FUND		Adopted 2017-18 Budget	Estimated 2017-18 spenditures	F	Proposed 2018-19 Budget	% increase (-decrease)
GENERAL	\$	4,226,695	\$ 4,645,030	\$	4,974,440	17.69%
SPECIAL REVENUE FUN	DS	:				
HIGHWAY USERS	\$	606,311	\$ 445,135	\$	677,724	11.78%
LTAF FUND	\$	32,366	\$ 34,347	\$	36,331	12.25%
SENIOR CENTER FUND	\$	241,309	\$ 195,741	\$	251,763	4.33%
CAP FUND	\$	301,627	\$ 128,615	\$	184,467	-38.84%
CDBG FUND	\$	2,631,340	\$ 369,459	\$	1,408,050	-46.49%
MERCADO FUND	\$	212,776	\$ 146,056	\$	154,851	-27.22%
GRANT FUNDS	\$	3,609,301	\$ 154,636	\$	2,863,453	-20.66%
ENTERPRISE FUNDS:						
SEWER FUND	\$	174,630	\$ 76,337	\$	416,238	138.35%
SOLID WASTE FUND	\$	335,344	\$ 326,461	\$	350,978	4.66%
MPC FUND	\$	289,300	\$ 289,300	\$	292,250	1.02%
TOTAL ALL FUNDS	\$	12,660,999	\$ 6,811,118	\$	11,610,545	-8.30%

### **General Fund Revenue**

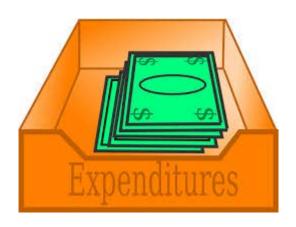


#### **GENERAL FUND REVENUE**

			Adopted		Proposed
	Audited	Audited	Budget	Estimated	Budget
Revenues	FY16	FY17	FY18	FY18	FY19
Local Sales Tax	1,630,995	1,592,401	1,600,276	2,025,452	1,900,000
Local Sales-Auditor Collected	30,110	62,979	-		-
Franchise Tax	25,360	23,948	21,000	24,012	24,562
Transient Occupancy Tax	498,990	400,511	334,108	406,405	395,164
Alcoholic Beverage License	10,425	5,650	6,000	6,780	6,000
Restaurant Bar Tax	324,353	336,128	330,000	250,516	250,000
Business License	15,450	16,120	14,000	10,182	12,000
Building Permits & Fees	100,323	28,863	15,000	35,096	75,000
Billboard Revenues	63,304	58,733	65,000	59,363	57,433
Urban Revenue Sharing	664,968	755,711	775,286	784,774	790,150
State Sales Tax	525,765	566,627	587,115	620,237	650,535
Other Rev. from Gov. Agencies	182,069	264,663	249,072	350,000	248,600
Intergovernmental Reimbursements	41,138	-	-	-	-
Vehicle in Lieu Tax	228,726	243,717	261,895	257,744	284,120
Fines & Forfeitures	59,004	38,024	46,876	29,759	30,000
Appearance Bond Revenue	3,601	1,300	-	180	-
JCEF & Fill the Gap Revenues	10,101	1,792	-	-	-
Investment Earnings	2,938	3,471	600	10,798	8,000
Rents & Concessions	94,063	87,072	82,269	82,752	82,269
Ballfield Fees Charged	3,783	3,475	3,000	2,226	1,500
Loss on State Investment Pool	1,971	1,730	-	-	-
Misc. Fees	18,482	18,868	11,000	26,371	15,000
Insurance Loss Recovery	-	-	-	-	-
Sale of Land & Other Assets	3,021	-	-	-	-
Youth Revenue				2,000	-
Event Revenue	-	2,800	-	8,070	7,000
Fund Balance Carryforward - General Fund					137,107
TOTAL GENERAL FUND REVENUES	4,538,940	4,514,583	4,402,496	4,992,717	4,974,440

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# **General Fund Expenditures**



### MAYOR COUNCIL DEPARTMENT BUDGET 01-8010 GENERAL FUND

Expenditures	Audited FY16	Audited FY17	Adopted Budget FY18	Estimated FY18	Proposed Budget FY19
- 8010 Mayor & Council			20	20	
Salaries & Wages	15,100	43,800	58,800	58,800	58,800
FICA Expense	1,155	3,354	4,498	5,398	4,498
Workman's Compensation	41	110	159	212	282
Sub-Total Personnel Costs	16,296	47,264	63,457	64,410	63,580
Office Supplies	203	251	300	104	300
Printing & Duplicating	591	299	400	21	400
Other Operating Expenses	520	275	400	456	600
Small Tools & Equipment	1,575	1,181	1,300	-	500
Telephone	1,086	1,084	1,100	1,107	1,100
Postage & Mailing	-	-	100	-	100
Travel & Lodging	847	749	1,000	-	1,000
Dues & Subscriptions	9,231	-	-	3,247	3,000
Meetings & Business Expense	592	417	800	1,385	1,200
Miscellaneous Charges	6,810	-	500	-	500
Conferences & Training	933	1,874	2,500	1,194	2,500
Sub-Total Operating Supplies & Services	22,386	6,130	8,400	7,514	11,200
TOTALS FOR 8010 MAYOR AND COUNCIL	38,683	53,394	71,857	71,923	74,780

### **MUNICIPAL COURT 01-8030 GENERAL FUND**

			Adopted		Proposed
Expenditures	Audited	Audited	Budget	Estimated	Budget
	FY16	FY17	FY18	FY18	FY19
8030 Municipal Court					
Salaries & Wages	104,225	101,124	109,418	106,489	109,410
Judicial Services	47,659	22,947	45,894	41,722	45,894
FICA Expense	7,973	7,736	8,370	8,146	8,370
Pension Expense	11,952	11,471	12,583	12,162	12,910
Workman's Compensation	271	256	295	324	525
Group Health & Dental Insurance	23,292	24,898	30,608	26,345	30,945
Unemployment Insurance	901	783	2,200	536	2,200
Life Insurance Expense	129	129	150	128	150
Sub-Total Personnel Costs	196,401	169,344	209,519	195,852	210,404
Office Supplies	874	692	1,350	908	1,350
Printing & Duplicating	550	727	1,000	287	1,000
Other Operating Expense	323	-	100	-	100
Small Tools & Equipment	309	-	-	-	-
JCEF	6,919	-	-	4,048	-
Fill the Gap	3,362	2,042	-	1,360	_
Audit	-	-	3,000	2,430	_
Jury Services 2018	3,060	3,170	200	-	200
Interpreter Services	467	385	450	329	450
Telephone	1,172	1,101	1,200	1,156	1,200
Postage & Mailing	1,317	1,126	1,700	600	1,700
Travel & Lodging	-	-	350	-	350
Mileage Reimbursements	300	343	300	179	300
Dues, Subscriptions & Membership	25	25	25	135	25
Maintenance Contracts	7,776	8,434	11,785	6,452	11,785
Contractual Services	250	10,089	4,000	1,931	4,000
Miscellaneous Charges	1,277	303	300	111	300
Bank Charges	-	771	1,200	732	1,200
Equipment Repair	-	-	300	-	300
Conferences & Training	750	710	1,350	279	1,350
Sub-Total Operating Supplies & Services	28,731	29,917	28,610	20,935	25,610
TOTALS FOR 8030 MUNICIPAL COURT	225,132	199,261	238,129	216,787	236,014

### **TOWN MANAGER 01-8040 GENERAL FUND**

			Adopted		Proposed
Expenditures	Audited	Audited	Budget	Estimated	Budget
_	FY16	FY17	FY18	FY18	FY19
8040 Town Manager					
Salaries & Wages	46,189	43,086	81,709	66,714	67,749
FICA Expense	3,504	3,286	6,251	4,832	5,183
Pension Expense	4,301	1,550	7,004	4,084	5,417
Workman's Compensation	126	109	221	203	325
Group Health & Dental Insurance	-	-	9,432	7,780	9,665
Unemployment Insurance	499	1,106	1,150	843	1,150
Life Insurance Expense	-	-	60	10	60
Sub-Total Personnel Costs	54,619	49,136	105,826	84,465	89,549
Office Expense	349	85	200	622	400
Printing & Duplicating	122	635	700	1,172	700
Newsletters & Publishing	-	4	-	-	-
Other Operating Expense	360	3,988	500	1,440	800
Auto Repairs/Vehicle Registration	105	-	-	-	-
Small Tools & Equipment	139	42	300	-	300
Other Professional Services	487	38,110	-	844	50,000
Telephone	2,219	2,221	2,300	2,299	2,300
Postage & Mailing	-	227	400	514	450
Travel & Lodging	-	799	700	165	700
Vehicle Insurance	477	477	500	477	500
Dues & Subscriptions	1,117	8,040	8,500	10,151	11,000
Maintenance Contracts	270	-	-	-	-
Meetings & Business Expense	328	165	300	285	300
Miscellaneous Charges	-	512	500	759	700
Conferences & Training	3,108	280	-	-	
Sub-Total Operating Supplies & Services	9,081	55,585	14,900	18,728	68,150
TOTALS FOR 8040 TOWN MANAGER	63,701	104,722	120,726	103,193	157,699

#### ADMINISTRATION 01-8050 GENERAL FUND

Expenditures	Audited	Audited	Adopted Budget	Estimated	Proposed Budget
COFO Administration	FY16	FY17	FY18	FY18	FY19
8050 Administration					
Liability & Property Insurance	53,415	53,415	53,000	53,583	53,000
Miscellaneous Charges	80	-	100	-	100
Prisoner Jail Expense	36,809	31,127	30,000	48,071	35,000
Animal Control	26,719	27,600	27,006	33,120	27,006
Dead Dog Removal	399	998	900	479	900
Contingency/Emergency	-	-	14,800	-	-
Recognition & Awards	-	9,267	1,000	218	1,000
Celeb Exp-Special Events	15,333	6,946	4,000	7,124	6,000
Celebration Expense-Sheriff	35,386	34,945	25,000	36,000	50,000
Celebration Expense-Guad Days	2,271	8,832	8,000	8,500	8,500
Celebration Expense-December	9,449	7,939	9,500	5,604	6,000
Budget Committee	319	40	100	-	-
Education & Youth Committee	936	2,035	2,000	600	-
Election Expense	7,690	4,964	4,000	137	6,000
Public Defenders	22,750	15,800	15,000	11,040	15,000
Youth & Recreation	-	-	2,400	1,267	1,850
Transfer to Other Funds	-	-	-	395,953	486,972
Scholarships/Awards/Grants	500	-	-	-	-
DOR Funding SB1216	11,996	12,590	13,650	13,000	15,652
TOTALS FOR 8040 ADMINISTRATION	224,051	216,498	210,456	614,696	712,980

### FINANCE 01-8060 GENERAL FUND

Expenditures	Audited	Audited	Adopted Budget	Estimated	Proposed Budget
	FY16	FY17	FY18	FY18	FY19
8060 Finance					
Salaries & Wages	71,751	91,750	76,479	92,178	83,183
FICA Expense	5,412	6,934	5,851	6,967	6,364
Pension Expense	7,923	10,215	8,795	10,394	9,816
Workman's Compensation	186	234	206	268	399
Group Health & Dental Insurance	10,128	11,201	13,156	11,990	13,303
Unemployment Insurance	378	342	475	234	475
Life Insurance Expense	56	58	72	58	72
Sub-Total Personnel Costs	95,834	120,734	105,034	122,088	113,612
Office Expense	558	576	600	669	700
Printing & Duplicating	77	1,733	1,700	1,002	700
Other Operating Expense	10	1,320	200	152	300
Small Tools & Equipment	246	46	-	-	-
Auditing	17,475	14,561	23,000	17,474	19,000
Telephone	324	336	600	346	400
Postage & Mailing	783	820	800	804	800
Travel & Lodging	-	-	400	46	400
Dues, Subscriptions & Membership	60	60	400	2,400	2,000
Maintenance Contracts	1,503	403	1,000	483	1,000
Meetings & Business Expense	-	5	50	-	50
Miscellaneous Charges	2,056	1,911	3,200	4,209	3,800
Equipment Repair	-	-	400	-	400
Conferences & Training	853	149	900	36	900
Sub-Total Operating Supplies & Services	23,944	21,921	33,250	27,621	30,450
TOTALS FOR 8060 FINANCE	119,778	142,655	138,284	149,710	144,062

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#### ATTORNEY 01-8070 GENERAL FUND

Expenditures	Audited FY16	Audited FY17	Adopted Budget FY18	Estimated FY18	Proposed Budget FY19
8070 Town Attorney					
Office Expense	1,922	1,501	1,000	1,132	1,000
Legal Services	45,275	86,133	65,000	52,427	65,000
Prosecution	50,322	39,785	47,000	53,854	51,000
TOTALS FOR 8070 TOWN ATTORNEY	97,519	127,419	113,000	107,413	117,000

### **TOWN CLERK 01-8080 GENERAL FUND**

Expenditures	Audited FY16	Audited FY17	Adopted Budget FY18	Estimated FY18	Proposed Budget FY19
8080 Town Clerk	L110	F11/	L119	L110	F119
Salaries & Wages	57,036	30,142	25,000	9,514	30,000
FICA Expense	4,325	2,291	1,913	728	2,295
Pension Expense	6,195	2,262	-,	903	-,
Workman's Compensation	147	74	68	29	144
Group Health & Dental Insurance	7,814	3,175	120	_	120
Unemployment Insurance	174	-	174	197	174
Life Insurance Expense	43	18	-	-	-
Sub-Total Personnel Costs	75,735	37,963	27,275	11,371	32,733
Office Expense	284	289	300	538	300
Printing & Duplicating	678	1,265	2,000	7,442	6,000
Other Operating Expense	584	3,931	400	2,988	400
Telephone	160	172	200	158	200
Postage & Mailing	134	269	300	230	300
Travel & Lodging	-	-	50	419	450
Advertising	1,349	1,086	2,000	129	500
Dues, Subscriptions & Membership	-	75	125	112	125
Meetings & Business Expense	-	43	-	-	-
Miscellaneous Charges	-	-	700	-	1,200
Equipment Repair	-	-	100	-	100
Conferences & Training	198	87	200	48	200
Sub-Total Operating Supplies & Services	3,385	7,218	6,375	12,063	9,775
TOTALS FOR 8080 TOWN CLERK	79,120	45,180	33,650	23,434	42,508

### **COMMUNITY DEVELOPMENT 01-8090 GENERAL FUND**

Expenditures	Audited FY16	Audited FY17	Adopted Budget FY18	Estimated FY18	Proposed Budget FY19
8090 Community Development					
Salaries & Wages	38,856	23,548	23,693	23,551	23,688
FICA Expense	2,906	1,761	1,813	1,772	1,812
Pension Expense	4,268	2,601	2,725	2,656	2,795
Workman's Compensation	100	58	64	70	114
Group Health & Dental Insurance	6,620	4,626	5,081	4,464	5,138
Unemployment Insurance	255	127	180		180
Life Insurance Expense	36	24	46	21	46
Sub-Total Personnel Costs	53,042	32,745	33,602	32,534	33,773
Office Expense	70	23	-	131	150
Printing & Duplicating	525	388	-	539	600
Other Operating Expense	536	2,209	2,000	4,876	4,000
Telephone	1,255	1,094	1,200	888	1,200
Postage & Mailing	548	174	-	31	_ `
Dues, Subscriptions & Membership	161	-	-	-	_ `
Maintenance Contracts	496	124	-	-	_ `
Meetings & Business Expense	-	-	100	6	100
Miscellaneous Charges	50	62	-	686	_ '
Other Contractual Services Const. Super	23,173	1,644	1,200	-	_
Equipment Repair	-	187	-	2,976	_
Sub-Total Operating Supplies & Services	26,814	5,904	4,500	10,133	6,050
TOTALS FOR 8090 COMMUNITY DEVELOPMENT	79,856	38,649	38,102	42,667	39,823

### INFORMATION TECHNOLOGY 01-8100 GENERAL FUND

Expenditures	Audited	Audited	Adopted Budget	Estimated	Proposed Budget
_	FY16	FY17	FY18	FY18	FY19
8100 Information Technology					
Operating Supplies	10,135	7,798	20,000	3,593	8,310
Small Tools & Equipment	-	-	2,000	4,200	6,000
Software Expenses	1,750	1,800	4,000	4,818	9,800
Equipment Repair	-	621	6,000	-	6,000
SB Maintenance Contract	14,305	15,021	16,072	18,926	16,600
Computer Support & Maintenance	12,186	12,274	8,500	8,939	18,800
TOTALS FOR 8100 INFORMATION TECHNOLOGY	38,376	37,514	56,572	40,476	65,510

### **BUILDING SAFETY 01-8120 GENERAL FUND**

Expenditures	Audited	Audited	Adopted Budget	Estimated	Proposed Budget
·	FY16	FY17	FY18	FY18	FY19
8120 Building Safety					
Office Expense	19	7	-	17	-
Printing & Duplicating	599	163	-	104	-
Fuel & Oil	161	-	150	-	150
Other Operating Expense	980	-	-	-	-
Auto Repairs/Vehicle Registration	183	-	200	-	200
Telephone	155	155	150	158	150
Postage & Mailing	-	1	-	76	-
Vehicle Insurance	468	468	570	468	570
Maintenance Contracts	248	247	290	-	290
Meetings & Business Expense	-	50	-	-	-
Other Contractual Services	54,444	101,980	85,000	90,185	90,000
TOTALS FOR 8120 BUILDING SAFETY	57,257	103,070	86,360	91,009	91,360

### BUILDING MAINTENANCE 01-8130 GENERAL FUND

Expenditures	Audited	Audited	Adopted Budget	Estimated	Proposed Budget
Expenditures	FY16	FY17	FY18	FY18	FY19
8130 Building Maintenance	1110	1117	1110	1110	1115
Salaries & Wages	5,065	12,034	14,598	15,665	16,956
FICA Expense	387	964	1,117	1,198	1,297
Pension Expense	562	665	1,679	700	2,001
Workman's Compensation	465	801	700	1,096	1,056
Group Health & Dental Insurance	1,243	1,245	1,644	1,445	1,661
Unemployment Insurance	45	290	280	238	280
Life Insurance Expense	6	6	6		6
Printing & Duplicating	51	152	25		25
Sub-Total Personnel Costs	7,823	16,157	20,048	20,341	23,282
Fuel & Oil-Town Car	327	168	400	66	400
Janitorial Supplies	2,575	2,463	2,600	2,117	2,600
Uniform Expense	-	181	-	-	-
Other Operating Expense	2,893	1,619	3,500	668	3,500
Building Repairs & Supplies	11,745	14,611	20,000	18,500	34,000
Auto Repairs/Vehicle Registration	56	150	-	3,064	-
Small Tools & Equipment	-	5	200	679	900
Telephone	2,064	2,476	2,200	1,289	2,200
Vehicle Insurance	96	97	100	97	100
Property Insurance	950	950	1,310	949	1,310
Electricity Expense	29,506	18,487	27,200	27,349	27,200
Water & Sewer Expense	6,113	5,505	5,600	6,509	5,600
Waste Disposal Services	1,589	1,959	2,500	1,320	2,500
Maintenance Contracts	4,305	4,343	5,000	4,800	5,000
Miscellaneous Charges	133	-	-	593	-
Other Contractual Services	1,072	1,588	1,720	711	1,720
Equipment Repair	464	-	-	-	-
Machinery & Equipment	-	-	-	5,852	
Sub-Total Operating Supplies & Services	63,885	54,602	72,330	74,562	87,030
TOTALS FOR 8130 BUILDING MAINTENANCE	71,708	70,758	92,378	94,904	110,312

### **POLICE 01-8210 GENERAL FUND**

			Adopted		Proposed
Expenditures	Audited	Audited	Budget	Estimated	Budget
	FY16	FY17	FY18	FY18	FY19
8210 Police Department					
Printing & Duplicating	205	185	350	128	300
Other Operating Expense	257	729	810	-	500
Telephone	310	310	410	316	410
Maintenance Contracts	-	-	30	-	-
Miscellaneous Charges	461	-	-	-	-
Police Contract	1,475,328	1,697,381	1,660,185	1,660,185	1,775,048
TOTALS FOR 8210 POLICE DEPARTMENT	1,476,561	1,698,605	1,661,785	1,660,630	1,776,258

### FIRE 01-8220 GENERAL FUND

			Adopted		Proposed
Expenditures	Audited	Audited	Budget	Estimated	Budget
	FY16	FY17	FY18	FY18	FY19
8220 Fire Department					
Salaries & Wages	305,943	299,934	369,999	359,269	364,108
Wild Land Fire Wages	22,946	51,296	18,000	89,525	85,000
Reserve Firefighter Salaries	329,800	326,674	267,180	322,567	265,000
FICA Expense	50,291	51,397	48,744	53,940	48,294
Public Safety Retirement	102,695	111,626	135,753	88,006	142,512
Workman's Compensation	23,956	24,143	33,500	29,855	25,742
Group Health & Dental Insurance	25,635	29,488	34,330	31,465	39,745
Unemployment Insurance	10,187	8,771	9,500	7,069	11,500
Life Insurance Expense	807	807	1,211	802	1,340
Sub-Total Personnel Costs	872,260	904,137	918,217	982,498	983,241
Office Expense	226	75	200	208	300
Printing & Duplicating	48	304	1,900	253	1,900
Food Supplies	-	-	500	-	-
Fuel & Oil	11,121	12,927	15,000	15,208	15,000
Janitorial Supplies	1,648	1,626	2,000	1,890	2,500
Uniform Expense	2,750	-	3,000	-	3,000
Other Operating Expense	5,312	4,143	4,000	4,729	5,000
EMS Disposal Supplies	6,478	6,533	6,500	7,605	6,500
Wild Land Supplies/Training	3,664	3,080	10,000	4,759	10,000
<b>Building Repairs &amp; Supplies</b>	4,420	5,366	11,200	2,152	6,000
Auto Repairs/Vehicle Registration	63,891	46,306	24,000	35,427	28,000
Small Tools & Equipment	3,968	4,715	10,500	1,060	4,000
EMS Small Tools & Equipment	290	1,620	2,000	3,471	4,000
Small Tools & EquipLaFrance	-	303	-	13	-
Protective Clothing	55	2,629	10,000	10,619	10,000
Fire Prevention	403	588	1,000	279	1,000
Telephone	4,053	4,157	4,400	3,915	4,400
Postage & Mailing	12	5	200	59	200
Travel & Lodging	-	-	400	-	400
Liability Insurance	608	608	750	608	750
Vehicle Insurance	8,140	8,130	8,436	8,130	8,436
Electricity Expense	6,432	5,938	7,732	5,467	7,732

### FIRE 01-8220 GENERAL FUND (cont'd)

Expenditures	Audited FY16	Audited FY17	Adopted Budget FY18	Estimated FY18	Proposed Budget FY19
8220 Fire Department					
Water & Sewer Expense	3,465	2,750	3,500	2,903	3,500
Dues, Subscriptions & Membership	3,435	3,506	4,235	3,366	3,000
Maintenance Contracts	1,016	781	1,500	771	1,500
Miscellaneous Charges	1,472	296	3,372	1,876	1,500
Other Contractual Services	1,333	11,194	1,100	1,333	1,100
Equipment Repair	148	-	2,500	1,205	2,500
Dispatch Services	82,521	84,310	80,000	83,296	85,000
Conferences & Training	714	562	3,230	1,545	3,230
Grant Matches	4,683	-	-	5,505	31,000
Machinery & Equipment	6,465	14,654	2,500	-	2,500
Vehicle/Dispatch Lease Pymnts & Int	-	-	70,000	-	<u> </u>
Sub-Total Operating Supplies & Services	228,769	227,105	295,655	207,649	253,948
TOTALS FOR 8220 FIRE DEPARTMENT	1,101,030	1,131,242	1,213,873	1,190,147	1,237,189

### **CEMETARY 01-8360 GENERAL FUND**

Expenditures	Audited FY16	Audited	Adopted Budget	Estimated	Proposed Budget
8360 Cemetery	F110	FY17	FY18	FY18	FY19
-					
Salaries & Wages	7,945	5,501	4,917	4,889	4,918
FICA Expense	590	410	376	364	376
Pension Expense	897	559	565	551	580
Workman's Compensation	354	267	198	294	358
Group Health & Dental Insurance	836	852	966	1,190	983
Unemployment Insurance	75	38	75	27	75
Life Insurance Expense	10	7	11	6	11_
Sub-Total Personnel Costs	10,706	7,633	7,109	7,320	7,302
Uniform Expense	-	-	100	-	100
Other Operating Expense	292	715	670	604	800
<b>Building Repairs &amp; Supplies</b>	-	423	-	5	-
Small Tools & Equipment	-	-	100	-	100
Electricity Expense	396	382	420	394	420
Water & Sewer Expense	1,472	3,252	1,650	1,273	1,650
Other Contractual Services	1,735	1,571	1,850	1,845	1,850
Equipment Repair	200		250		250
Sub-Total Operating Supplies & Services	4,095	6,342	5,040	4,120	5,170
TOTALS FOR 8360 CEMETERY	14,802	13,974	12,149	11,440	12,472

### PARKS 01-8550 GENERAL FUND

Expenditures	Audited FY16	Audited FY17	Adopted Budget FY18	Estimated FY18	Proposed Budget FY19
8550 Parks					
Salaries & Wages	30,736	46,231	48,896	53,133	49,126
FICA Expense	2,334	3,530	3,741	4,058	3,758
Pension Expense	1,624	1,932	464	2,215	481
Workman's Compensation	1,284	1,807	1,971	2,414	3,571
Group Health & Dental Insurance	1,988	1,453	4,038	1,756	4,077
Unemployment Insurance	871	1,324	1,200	853	1,200
Life Insurance Expense	14	25	30	30	30
Uniform Expense	545	507	-	630	_
Sub-Total Personnel Costs	39,395	56,809	60,339	65,089	62,243
Other Operating Expense	1,887	5,691	5,000	6,713	5,000
<b>Building Repairs &amp; Supplies</b>	334	260	300	1,842	1,000
Small Tools & Equipment	1,090	2,268	1,300	2,721	2,000
Electricity Expense	20,744	20,728	19,200	21,446	21,000
Water & Sewer Expense	41,525	40,495	36,200	41,245	41,000
Miscellaneous Charges	3,525	3,208	3,000	3,780	4,000
Equipment Repair	6,314	2,217	4,000	508	4,000
Machinery & Equipment	1,178	-	-		-
Sub-Total Operating Supplies & Services	76,596	74,867	69,000	78,254	78,000
TOTALS FOR 8550 PARKS DEPARTMENT	115,991	131,677	129,339	143,343	140,243

### **LIBRARY 01-8590 GENERAL FUND**

			Adopted		Proposed
Expenditures	Audited	Audited	Budget	Estimated	Budget
	FY16	FY17	FY18	FY18	FY19
8590 Library					
Other Operating Expense	52	521	5	128	200
Building Repairs & Supplies	-	1,620	1,000	5,364	7,000
Property Insurance	915	915	1,000	915	1,000
Electricity Expense	6,150	5,493	6,000	5,118	6,000
Water & Sewer Expense	740	630	780	572	780
Waste Disposal Services	397	367	450	330	450
Maintenance Contracts	548	548	800	594	800
TOTALS FOR 8590 LIBRARY DEPARTMENT	8,802	10,095	10,035	13,019	16,230

### Highway User Fund (HURF) Revenue

### HIGHWAY USER FUND (HURF) REVENUE

	Audited	Audited	Adopted Budget	Estimated	Projected
Revenues	FY16	FY17	FY18	FY18	FY19
Highway Users Revenue Payments	357,954	398,050	401,520	405,573	444,261
Interest Earnings	1,088	2,117	300	3,519	300
Transfers from Sewer Fund			-	36,044	233,163
TOTAL HURF REVENUES	359,042	400,167	401,820	445,135	677,724

# Highway User Fund (HURF) Expenditures

### HIGHWAY USER FUND (HURF) EXPENDITURES

		Adopted						
		Audited	Audited	Budget	Estimated	Projected		
	Expenditures	FY16	FY17	FY18	FY18	FY19		
18-8320	Salaries & Wages-HURF	104,267	117,413	134,989	124,114	140,088		
	FICA Expense	7,856	8,888	10,327	9,328	10,717		
	Pension Expense	9,910	10,436	10,829	11,248	11,337		
	Workman's Compensation	3,858	4,078	5,440	4,442	10,184		
	Group Health & Dental Insurance	12,718	13,603	25,827	16,831	20,970		
	Unemployment Insurance	1,458	1,426	1,400	968	1,400		
	Sub-Total Personal Costs	140,162	155,940	188,911	166,933	194,797		
	Office Expense	0	1,930	-	142	-		
	Printing & Duplicating	27	0	-	35	-		
	Fuel & Oil	7,509	6,946	8,000	9,008	8,000		
	Uniform Expense	1,796	583	500	700	700		
	Other Operating Expense	7,496	12,454	14,000	11,231	14,000		
	Building Repairs & Supplies	500	3,819	4,000	3,135	4,000		
	Auto Repairs/Vehicle Registration	5,351	5,295	5,000	6,411	5,000		
	Street Repair Supplies	31,304	19,909	35,000	18,947	23,057		
	Small Tools & Equipment	3,581	5,540	5,000	2,649	5,000		
	Auditing	5,219	4,622	5,200	6,163	5,200		
	Engineering & Architectual Services	59,771	187,244	40,000	31,380	20,000		
	Flood Mitigation	-	51,395	200,000	60,183	258,670		
	Mileage Reimbursements	-	-	400	-	400		
	Liability & Property Insurance	5,721	5,721	7,000	6,357	7,000		
	Vehicle Insurance	6,998	6,998	6,500	7,776	6,500		
	Electricity Expense	33,500	33,211	33,000	36,999	33,000		
	Water & Sewer Expense	28,580	35,080	32,000	49,997	40,000		
	Dues, Subscriptions & Memberships	1,000	1,000	1,700	1,333	1,500		
	Maintenance Contracts	3,911	2,144	2,000	2,343	2,000		
	Miscellaneous Charges	5,505	737	900	515	900		
	Equipment Repair	8,993	18,035	17,000	22,898	17,000		
	Ave del Yaq. Safe Routes-ImpHURF	-	-	-	-	6,000		
	W Guad Rd Underground Lines -HURF	-	-	-	-	25,000		
	Conference and Training	-	-	200	-	-		
	Sub-Total Operating Supplies & Services	216,762	402,663	417,400	278,203	482,927		

356,924

558,603

606,311

**TOTAL HURF EXPENSES** 

445,135

677,724

### Local Transportation Assistance Fund (LTAF) Revenue

### LOCAL TRANSPORTATION ASSIST. FUND (LTAF) REVENUE

		Adopted					
		Audited	Audited	Budget	Estimated	Projected	
	Revenues	FY16	FY17	FY18	FY18	FY19	
10-8140						_	
	HB 2565 Transit funds	16,642	16,205	16,296	16,700	16,700	
	Transfer In-General Fund				17,647	19,631	
	TOTAL LTAF REVENUES	16,642	16,205	16,296	34,347	36,331	

# Local Transportation Assistance Fund (LTAF) Expenditures

### LOCAL TRANSPORTATION ASSIST. FUND (LTAF) EXPENDITURE

		Adopted				
		Audited	Audited	Budget	Estimated	Projected
10-8140	Expenditures	FY16	FY17	FY18	FY18	FY19
	Salaries & Wages	16,027	16,690	19,054	17,529	21,530
	FICA Expense	1,184	1,262	1,458	1,327	1,647
	Pension Expense	1,762	1,850	2,119	1,926	2,444
	Workman's Compensation	236	242	290	300	592
	Group Health & Dental Insurance	1,733	1,660	2,033	1,756	2,055
	Unemployment Insurance	436	392	320	265	320
	Life Insurance Expense	9	9	56	9	56
	<b>Sub-Total Personnel Costs</b>	21,388	22,104	25,329	23,113	28,644
	Other Operating Expense	99	130	100	878	600
	Auto repairs/Vehicle Registration	4,920	267	250	3,382	400
	Fuel & Oil	366	284	270	295	270
	Auditing	1,007	2,341	2,341	2,810	2,341
	Liability & Property Ins.	197	197	192	197	192
	Vehicle Insurance	3,655	3,512	3,884	3,655	3,884
	Machinery & Equipment/Prior Period Adj	590	144	0	18	0
	<b>Sub-Total Operating Supplies &amp; Services</b>	10,835	6,876	7,037	11,234	7,687
TOTALS FOR	R 10-8140 LTAF FUNDS	32,222	28,980	32,366	34,347	36,331

### Senior Center Revenue

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### **SENIOR CENTER REVENUE**

	Adopted						
	Audited	Audited	Budget	Estimated	Projected		
Revenues	FY16	FY17	FY18	FY18	FY19		
Congregate Meals Income	54,554	54,480	52,850	52,848	52,850		
Home Delivered Meals Income	41,689	41,159	41,159	41,149	41,159		
Senior Center Operations Income	30,044	30,044	30,044	30,037	30,044		
Transportation Income	15,979	15,979	15,979	15,983	15,979		
Miscellaneous Revenues	-	0	-	5,344	-		
In Kind (space)	-	0	-	4,417	-		
Program Income-Congregate Meal	6,408	6,093	5,386	7,596	5,386		
Program Income-Home Delivered	306	215	263	72	263		
Program Income-Transportation	47	12	458	62	458		
Transfers In from General Fund	76,409	64,345	95,170	38,233	105,624		
TOTAL SENIOR CENTER REVENUES	225,436	212,327	241,309	195,741	251,763		

# Senior Center Expenditures

### **SENIOR CENTER EXPENDITURES**

			Adopted		
	Audited	Audited	Budget	Estimated	Projected
Expenditures-Congreate Meals	FY16	FY17	FY18	FY18	FY19
Salaries & Wages	29,658	28,453	31,445	28,514	33,664
Diff Agency vs Town	0	0	1,123	1,123	1,123
FICA Expense	2,207	1,978	2,406	2,152	2,575
Pension Expense	3,196	3,068	2,701	2,736	2,988
Workman's Compensation	408	379	478	449	926
Group Health & Dental Insurance	2,553	2,484	5,572	2,589	5,633
Unemployment Insurance	369	318	324	338	324
Life Insurance Expense	23	23	100	28	100
<b>Sub-Total Personnel Costs</b>	38,414	36,703	44,149	37,929	47,332
Office Expense	126	43	100	132	100
Printing & Duplicating	136	110	95	33	95
Food Supplies	34,118	36,194	32,990	28,175	32,990
Janitorial Supplies	836	654	600	791	600
Other Operating Expense	5,453	3,232	3,611	2,033	3,611
Building Repairs & Supplies	3,975	2,981	2,040	2,466	2,040
Small Tools & Equipment	228	1,676	0	-	0
Auditing	664	588	350	706	350
Legal Services	400	400	450	400	450
Telephone	160	144	300	163	300
Liability Insurance	621	621	540	620	540
Property Insurance	192	192	287	192	287
Electricity Expense	4,086	3,877	4,300	3,853	4,300
Water & Sewer Expense	623	527	600	600	600
Natural Gas Expense	309	230	490	277	490
Waste Disposal Services	293	293	272	264	272
Dues, Subscriptions & Memberships	444	340	50	162	50
Maintenance Contracts	1,227	1,100	704	802	704
Miscellaneous Charges	0	0	0	880	0
Other Contractual Services	160	695	300	253	300
Conferences & Training	0	5	450	-	450
Equipment Repair	966	1,103	700	1,085	700
Sub-Total Operating Supplies & Services	55,016	55,005	49,229	43,886	49,229
Total Congregate Meals	93,430	91,708	93,378	81,814	96,561

### SENIOR CENTER EXPENDITURES (contd.)

	Audited	Audited	Adopted Budget	Estimated	Projected
	FY16	FY17	FY18	FY18	FY19
8422 Home Delivered Meals					
Salaries & Wages	29,999	28,870	30,747	28,742	32,559
Diff Agency vs Town	0	0	1,400	1,400	1,400
FICA Expense	2,242	2,182	2,352	2,171	2,491
Pension Expense	3,228	3,106	3,392	2,758	3,649
Workman's Compensation	413	385	467	453	895
Group Health & Dental Insurance	2,134	2,084	2,559	1,618	2,586
Unemployment Insurance	369	307	324	247	324
Life Insurance Expense	23	23	53	17	53
Sub-Total Personnel Costs	38,408	36,957	41,294	37,406	43,957
Office Expense	33	11	25	26	25
Printing & Duplicating	27	31	30	7	30
Food Supplies	17,203	10,900	19,675	6,435	19,675
Fuel & Oil	0	0	342	-	342
Janitorial Supplies	221	173	150	157	150
Other Operating Expense	3,881	2,902	3,249	1,369	3,249
Building Repairs & Supplies	1,012	745	0	462	- ,
Small Tools & Equipment	0	96	0	-	- ,
Auditing	0	0	172	-	172
Legal Services	400	400	450	300	450
Telephone	310	310	600	237	600
Liability Insurance	155	155	134	116	134
Vehicle Insurance	0	0	536	25	536
Property Insurance	48	48	63	36	63
Electricity Expense	1,021	969	1,087	723	1,087
Water & Sewer Expense	156	132	150	113	150
Natural Gas Expense	77	58	122	52	122
Waste Disposal Services	67	73	68	50	68
Dues, Subscriptions & Membership	351	340	50	122	50
Maintenance Contracts	1,226	1,100	704	601	704
Miscellaneous Charges	0	0	0	165	-
Other Contractual Services	160	535	100	130	100
Equipment Repair	938	484	650	787	650
Conferences & Training	0	2	180	_	180
<b>Sub-Total Operating Supplies &amp; Services</b>	27,286	19,464	28,537	11,912	28,537
<b>Total Home Delivered Meals</b>	65,694	56,421	69,831	49,318	72,494

### **SENIOR CENTER EXPENDITURES (contd.)**

	Audited	Audited	Adopted Budget	Estimated	Projected
	FY16	FY17	FY18	FY18	FY19
8423 Senior Center Operations					
Salaries & Wages	36,318	36,747	37,294	33,606	40,665
Salaries & EREs: Executive on Loan	0	0	3,073	3,073	3,073
FICA Expense	2,629	2,769	2,853	2,527	3,111
Pension Expense	3,635	3,805	3,930	3,394	4,315
Workman's Compensation	493	499	567	537	1,118
Group Health & Dental Insurance	3,479	3,373	4,078	3,497	4,121
Unemployment Insurance	363	309	350	223	350
Life Insurance Expense	36	36	58	35	58
<b>Sub-Total Personnel Costs</b>	46,954	47,537	52,203	46,891	56,811
Office Expense	307	106	250	322	250
Printing & Duplicating	125	286	90	465	90
Food Supplies	0	42	0	4	-
Janitorial Supplies	1,355	1,097	1,000	1,326	1,000
Other Operating Expense	653	546	461	649	461
Space Rent	0	0	0	-	-
<b>Building Repairs &amp; Supplies</b>	4,938	3,726	2,550	3,083	2,550
Small Tools & Equipment	0	47	0	-	-
Auditing	0	0	172	-	172
Legal Services	400	400	450	400	450
Telephone	310	310	400	316	400
Postage & Mailing	8	1	35	2	35
Liability Insurance	776	776	475	776	475
Property Insurance	239	239	250	239	250
Electricity Expense	5,107	4,846	5,425	4,817	5,425
Water & Sewer Expense	779	659	750	751	750
Natural Gas Expense	386	288	450	347	450
Waste Disposal Services	367	367	340	330	340
Dues, Subscriptions & Membership	362	350	0	-	- ,
Maintenance Contracts	1,475	892	712	622	712
Miscellaneous Charges	0	0	0	1,100	-
Other Contractual Services	0	345	0	134	-
Equipment Repair	938	484	650	1,049	650
Conferences & Training	0	3	0	-	-
<b>Sub-Total Operating Supplies &amp; Services</b>	18,525	15,809	14,460	16,731	14,460
<b>Total Senior Center Operations</b>	65,479	63,346	66,663	63,623	71,271

### SENIOR CENTER EXPENDITURES (contd.)

	Adopted						
	Audited	Audited	Budget	Estimated	Projected		
	FY16	FY17	FY18	FY18	FY19		
8424 Transportation							
Fuel & Oil	833	852	5,207	884	5,207		
Auto Repairs/Vehicle Registration	-	-	4,471	-	4,471		
Insurance	-	-	1,609	102	1,609		
Telephone		-	150	-	150		
Total Transportation	833	852	11,437	986	11,437		
TOTAL SENIOR CENTER EXPENDITURES	225,436	212,327	241,309	195,741	251,763		

# Community Action Program (CAP) Revenue



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### **COMMUNITY ACTION PROGRAM (CAP) REVENUE**

		Adopted						
	Audited	Audited	Budget	Estimated	Projected			
Revenues	FY16	FY17	FY18	FY18	FY19			
County	62,886	35,000	35,000	41,218	35,000			
Tribal Grants	-	-	200,000	36,724	80,000			
Transfers In From General Fund	49,734	52,404	-	50,673	69,467			
TOTAL CAP REVENUES	112,620	87,404	235,000	128,615	184,467			

# Community Action Program (CAP) Expenditures

### **COMMUNITY ACTION PROGRAM (CAP) EXPENDITURES**

	Audited	Audited	Adopted Budget	Estimated	Projected
Expenditures	FY16	FY17	FY18	FY18	FY19
8440 Salaries & Wages	68,563	51,554	64,632	58,557	66,963
FICA Expense	5,054	3,826	4,944	4,478	5,123
Pension Expense	7,755	5,356	7,433	5,056	7,902
Workman's Compensation	415	428	265	483	496
Group Health & Dental Insurance	17,284	13,387	11,890	9,942	12,022
Unemployment Insurance	640	637	783	508	783
Life Insurance Expense	92	88	115	92	115
Sub-Total Personnel Costs	99,801	75,275	90,062	79,115	93,402
Office Expense	99	455	1,000	497	500
Printing & Duplicating	165	1,152	370	399	370
Food Supplies	0	1,396	1,000	1,165	1,000
Fuel & Oil	359	136	500	221	500
Janitorial Supplies	20	0	0	107	- ,
Other Operating Expense	329	480	0	143	- ,
Building Repairs & Supplies	124	193	0	490	- ,
Auto Repairs & Supplies	16	210	400	538	400
Auditing	320	284	0	340	- ,
Telephone	782	785	900	795	900
Postage & Mailing	36	58	200	156	200
Liability Insurance	767	767	575	767	575
Vehicle Insurance	482	482	450	482	450
Property Insurance Expenses	1,087	1,084	950	1,087	950
Electricity Expense	1,421	1,373	1,600	1,279	1,600
Water & Sewer Expense	247	210	260	170	260
Waste Disposal Services	397	367	360	351	360
Dues, Subscriptions & Memberships	93	261	300	-	300
Maintenance Contracts	2,743	2,425	2,300	1,233	2,300
CAP Assistance Program	0	0	200,000	36,724	80,000
Other Contractual Services	85	0	100	2,555	100
Conferences & Training	135	11	300	-	300
Machinery & Equipment	3,111	0	0	-	
<b>Sub-Total Operating Supplies &amp; Services</b>	12,819	12,129	211,565	49,500	91,065
TOTAL CAP EXPENSES	112,620	87,404	301,627	128,615	184,467

### Community Development Block Grant (CDBG) Revenue



### COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REVENUE

			Adopted		
	Audited	Audited	Budget	Estimated	Projected
Revenues	FY16	FY17	FY18	FY18	FY19
8091 Home 307-13-330,000	0	0	330,000		0
8093 La Cuarenta Improvements DG1210	0	0	490,550		0
8090 Repave DG1203 (\$358,550)	0	0	186,110		0
8094 Home UC1107 New Const-283,941	0	0	63,347		0
8095 Home UC1107A Rehab-200,000	0	0	200,000		0
8088 CDBG-DG1604 -400,800	0	48,100	400,800	369,459	400,800
8087 CDBG-2018-2019	0	0	59,346		542,223
8098 Guadalupe Pavement DG1405	4,825	36,606	304,913		0
Program Income	1,135	0	200,000		200,000
Solarez-DG1204 40-8088	0	0	391,791		265,027
8087 Demolition DG1209	7,815	42,055	4,483		0
TOTAL CDBG/HOME REVENUES	13,775	126,761	2,631,340	369,459	1,408,050

# Community Development Block Grant (CDBG) Expenditures



### COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) EXPENDITURES

Expenditures	Audited FY16	Audited FY17	Adopted Budget FY18	Estimated FY18	Projected FY19
8090 La Cuarenta Improvements	0	0	490,550		0
8093 La Cuarenta Phase II DG1210	0	0	59,346		0
8094 Home UC1107 New Const-283,941	0	0	283,941		0
8095 Home UC1107A Rehab-200,000	0	0	200,000		0
8092 CDBG-DG1313 Guestelo	0	0	180,206		0
8088 CDBG 1604	0	48,100	4,483	369,459	400,800
8098 Guadalupe Pavement DG1405	0	0	304,913		0
8091 Home 307-13-330,000	(226)	0	330,000		0
Program Income	1,265	7	200,000		200,000
8087 CDBG-2018-2019	7,815	42,055	186,110		542,223
8088 CDBG Solarez DG1204	0	0	391,791		265,027
TOTALS FOR CDBG/HOME FUND	8,854	90,162	2,631,340	369,459	1,408,050

### Mercado Revenue



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2018-19 Annual Budget

### **MERCADO REVENUE**

	Adopted							
	Audited	Audited	Budget	Estimated	Projected			
Revenues	FY16	FY17	FY18	FY18	FY19			
Mercado Committee	6,805	4,458	140,000		0			
Tianguis Rents	94,247	86,511	22,708	112,925	110,000			
Utilities Billed	21,988	21,903	0	28,144	26,000			
Retained Earnings	0	0	0	-	10,351			
Patio Deposits Earned	6,159	16,234	0	7,224	5,000			
Miscellaneous Revenues	970	0	3,500	210	3,500			
TOTAL MERCADO REVENUES	130,169	129,105	166,208	148,503	154,851			

# Mercado Expenditures



### **MERCADO EXPENDITURE**

			Adopted		
	Audited	Audited	Budget	Estimated	Projected
Expenditures	FY16	FY17	FY18	FY18	FY19
Salaries & Wages	15,026	21,319	23,406	18,308	15,914
FICA Expense	1,165	1,599	1,791	1,395	1,217
Pension Expense	1,435	2,109	641	1,821	1,878
Workman's Compensation	585	621	943	631	1,157
Group Health & Dental Insurance	-	707	1,004	893	1,016
Unemployment Insurance	300	288	250	117	250
Life Insurance Expense	-	4	52	4	31
<b>Sub-Total Personnel Costs</b>	18,511	26,648	28,088	23,170	21,463
Janitorial Supplies	2,203	2,922	3,200	2,161	3,200
Uniform Expense	50	-	-	_	-
Other Operating Expense	1,993	1,068	1,500	1,447	1,500
<b>Building Repairs &amp; Supplies</b>	20,223	18,396	28,000	36,597	22,000
Small Tools & Equipment	932	446	400	207	400
Auditing	680	602	873	723	873
Dues, Subscriptions & Memberships	995	1,144	2,500	324	-
Liability Insurance	1,287	1,287	1,195	1,287	1,195
Property Insurance	2,412	2,412	2,420	2,412	2,420
Electricity Expense	45,769	41,742	45,000	45,086	45,000
Water & Sewer Expense	14,918	9,667	14,000	9,046	14,000
Waste Disposal Services	4,969	4,586	4,500	4,128	4,500
Maintenance Contracts	531	638	600	185	600
Miscellaneous Charges	419	5	500	462	700
Other Contractual Services	8,182	18,350	19,000	18,224	19,000
Sign Improvements	7,571	5,361	5,000	600	10,000
Building Improvements	3,791	-	8,000	-	8,000
Depreciation Expense	48,000	28,516	48,000	-	-
Bad Debt Expense	-	4,806	-	_	-
Sub-Total Operating Supplies & Services	164,925	141,949	184,688	122,887	133,388
TOTAL EXPENSES FOR MERCADO FUND	183,435	168,596	212,776	146,056	154,851

### Grants Revenue



### **GRANTS REVENUE**

			Adopted		
	Audit	Audit	Budget	<b>Estimated</b>	Projected
Revenues	FY16	FY17	FY18	FY18	FY19
Maint Vehicle-PYT Grant			-		60,000
W Guad Rd Undergrround Lines -SRP			-		221,000
E Guad Rd Undergrround Lines -SRP			800,000	128,319	108,000
Flood Mitigation-FCD-Grant			708,000		436,469
Ak-Chin Senior Center Improvements			-		80,000
Fort McDowell Old Town Hall Improvement					30,000
Tohono O'odham Pedestrian Safety			58,000		25,000
Ak-Chin Type 1 Fire Truck Pymnt			380,000		65,000
*Ak-Chin Type 1 Fire Truck Pymnt				23,117	112,000
Gila River Cardiac Heart Monitors					60,000
Gila River Active Shooter Equipment			100,000		20,000
PYT Command Vehicle			265,000		75,000
Tohono O'odham Turn out gear-Fire					35,000
FEMA Air and Light Trailer					99,000
Fort McDowell Street Lights			50,000		110,000
Misc. Grants			560,200		1,320,000
Court Security Grant-CSI					6,984
Corporate & Heritage Bank Exp. Other Housing	2,686	3,128	26,639	3,200	-
State Housing Grant - Other Housing			9,499		
Gila River Land Purch Grant - Other			35,000		
Bridgeview Bank/Federal Home			300,000		
Youth Grant-Youth Build-Other Housing			311,963		
Scholarships (Was in Administration)			5,000		
TOTAL GRANT REVENUES	2,686	3,128	3,609,301	154,636	2,863,453

# Grants Expenditures



### **GRANTS EXPENDITURES**

			Adopted		
	Audit	Audit	Budget	Estimated	Projected
Expenditures	FY16	FY17	FY18	FY18	FY19
Vehicles-Grant			-		60,000
Flood Mitigation-FCD-Grant			708,000	128,319	436,469
W Guad Rd Underground Lines -SRP			-		221,000
E Guad Rd Underground Lines -SRP			800,000		108,000
Ak-Chin Senior Center Improvements			-		80,000
Fort McDowell Old Town Hall Improvement					30,000
Tohono O'odham Pedestrian Safety			58,000		25,000
Ak-Chin Type 1 Fire Truck Pymnt			380,000		65,000
*Ak-Chin Type 1 Fire Truck Pymnt				23,117	112,000
Gila River Cardiac Heart Monitors					60,000
Gila River Active Shooter Equipment			100,000		20,000
PYT Command Vehicle			265,000		75,000
Tohono O'odham Turn out gear-Fire					35,000
FEMA Air and Light Trailer					79,000
Fort McDowell Street Lights			50,000		110,000
Salt River Pima			75,000		
Salt River Pima			165,200		
Miscellaneous Grants			320,000		1,320,000
Court Security Grant-CSI					6,984
Senior Center A/C					12,000
Town Hall A/C					8,000
Corporate & Heritage Bank Express-Other	2,686	3,128	26,639	3,200	
State Housing Grant			9,499		
Gila River Land Purch Grant			35,000		
Bridgeview Bank/Federal Home			300,000		
Youth Grant-Youth Build-			311,963		
Scholarships-(Was in Administration-GF)			5,000		
TOTALS FOR 11-00-00 GRANT FUNDS	2,686	3,128	3,609,301	154,636	2,863,453

### Sewer Revenue



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2018-19 Annual Budget

### **SEWER REVENUE**

	Audited	Audited	Budget	Estimated	Projected
Revenues	FY16	FY17	FY18	FY18	FY19
Sewer User Fees	79,048	79,738	80,000	64,620	80,000
Sewer Tap & Connection Fees	29,610	-	-		-
Prior year Fund Balance	2,942	-	-	33,577	332,238
Investment Earnings	-	6,753	4,000	14,183	4,000
TOTAL SEWER REVENUES	111,600	86,490	84,000	112,381	416,238

# Sewer Expenditures



### **SEWER EXPENDITURES**

			Adopted		
	Audited	Audited	Budget	Estimated	Projected
Expenditures	FY16	FY17	FY18	FY18	FY19
Salaries & Wages	22,124	29,681	69,888	44,467	50,941
FICA Expense	1,850	1,970	5,346	3,191	3,897
Pension Expense	2,690	2,769	6,841	4,649	6,011
Workman's Compensation	1,078	971	2,816	1,187	3,703
Group Health & Dental Insurance	3,939	3,475	10,929	7,190	10,927
Unemployment Insurance	219	130	2,603	259	1,900
Life Insurance Expense	25	19	67	32	67
Uniform Expense	-	-	100	-	100
Other Operating Expense	-	55,980	-	1,486	-
Sewer Line Repairs & Supplies	4,116	8,829	24,631	12,590	103,120
Auditing	284	251	1,218	301	1,218
Liability Insurance	632	632	541	632	541
Vehicle Insurance	-	-	250	-	250
Electricity Expense	391	390	400	350	400
Transfer Out-HURF	4,150	118,224	-	36,044	233,163
Depreciation Expense		50,422	49,000	-	-
Total Expenses	41,496	273,742	174,631	112,381	416,238

### Solid Waste Revenue

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2018-19 Annual Budget

### **SOLID WASTE REVENUE**

		Adopted			
	Audited	Audited	Budget	Estimated	Projected
Revenues	FY16	FY17	FY18	FY18	FY19
Refuse Fees	297,359	322,925	323,003	261,423	323,003
Truck Reservations	1,300	1,700		480	-
Prior year Fund Balance			27,975	64,558	27,975
TOTAL SOLID WASTE REVENUES	298,659	324,625	350,978	326,461	350,978

# Solid Waste Expenditures



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2018-19 Annual Budget

### **SOLID WASTE EXPENDITURE**

			Adopted		
	Audited	Audited	Budget	Estimated	Projected
Expenditures	FY16	FY17	FY18	FY18	FY19
Clean Up Days	5,839	1,556	20,000	358	20,000
Auditing/Insurance	3,003	2,363	4,002	2,363	4,002
Residential Pick Up Charges	259,364	258,105	266,976	258,642	266,976
Clean Up Days Yaqui Grant \$10K	0	0	0	-	0
Roll Off Fees	44,356	54,472	60,000	65,098	60,000
TOTAL SOLID WASTE EXPENSES	312,563	316,495	350,978	326,461	350,978

### Municipal Property Corporation Expenditures



### MUNICIPAL PROPERTY CORPORATION EXPENDITURES

	Adopted				
	Audited	Audited	Budget	Estimated	Projected
Expenditures	FY16	FY17	FY18	FY18	FY19
Bond Principal	215,000	220,000	215,000	215,000	245,000
Interest on Bonds	79,046	70,450	74,300	74,300	47,250
TOTAL MPC EXPENSES	294,046	290,450	289,300	289,300	292,250



### **Guadalupe Mercado Patio Public Special Event Application & Rental Agreement**

This application and rental agreement is to be used for events that are open to the public.

APPLICANT INFORMATION						
Applicant / Responsible Party Name:		Application Date:				
Contact Phone Number:	Email:					
Mailing Address:	City:	State:	Zip:			
Business/Organization Name:	Tax ID #:	Town Sales Ta	ax ID #:			
Non-Profit:	501(c)(3)#:					
EVENT INFORMATION						
Name of Event:	Anticipated # of Par	ticipants:				
Event Date(s):	Event Hours:					
Set-up Date and Hours:	Take Down Date and Hours:					
Event Site Map: submit a site map including location of equipme	ent, features and activ	ities with this appli	ication			
Type of Event:						
Description of Event:						
Event Social Media addresses:						
EVENT PROMOTION						
Will there be an admission charge?	☐ Yes	□No				
If yes, list all price categories:						
Is any other promoter/producer assisting you with your event	?	☐ No				
Name of Promoter / Production Company:						
Address:	_City:	State:	Zip:			
Marketing Materials (Please attach):						

TOTAL TOTAL TOTAL TOTAL TOTAL A LANGUE	ID VENDOD	C			
EVENT ENTERTAINMENT A	ND VENDOR	8			
Will there be entertainment?			☐ Yes _	_No	
If yes, please attach a complete	list of enterta	inment			
Will merchandise and/or food i	tems be sold?		Yes	□ No	
Total Number of vendors:	_ # of Foo	d/Beverage	Vendors:	# of Merchandise	e Vendors:
If yes, please attach a complete Include Vendor Business Name	•			•	
EVENT EQUIPMENT					
Will the event include any of the	e following?	(Indicate or	site plan and/or	vendor list)	
Tents or Canopies:	☐ Yes	□ No	Number of Ten	ts/ Canopies:	_ Sizes:
Temporary Fencing:	☐ Yes	☐ No	Provide accurat	e dimensions of fenced ar	ea on site plan.
Port-O-Potties	☐ Yes	☐ No	Number of:		
Electrical Services/Generators	☐ Yes	☐ No	Generators mus	t be separated from tents b	y a minimum of 20'.
Stages:	☐ Yes	☐ No	Number of	Dimensions:	
Signs / Banners	☐ Yes	☐ No	Number of Sign	ns/Banners:	
EVENT FEATURES					
Inflatables:	☐ Yes	□No	Company Name	e and Contact:	
Number of Inflatables:		Type:			
Number of Staff:		Shifts:	/	/	
Carnival/Amusement Rides:	☐ Yes	☐ No	Company Name	e and Contact:	
Number of Rides:		Type of R	ides:		
Number of Staff:		Shifts:	/	//	
Animal Exhibits:	☐ Yes	□No	Company Name	e and Contact:	<del></del>
Number of Animals:		Type of A	nimals:		
Number of Wranglers:		Shifts:	/	//	

EVENT SECURITY			
Two Maricopa County Deputy Sheriffs are r	required for any public event, as	a minimum, for the duration of the event.	
Two additional deputies are required per 100	attendees and at the discretion	of the Town.	
Will the event include security, in addition to	o MCSO Sheriff?	□ No	
Security Service:	Security Contact Name:	Contact Phone:	
Attach Security Service Contract:	# of security personnel:	Shifts:///	
Describe security staff duties and locations:			
EVENT ALCOHOL			
Will alcohol be served? Sold? _	Given Away?	Included with Admission Fee?	
<ol> <li>Attach a copy of the State of Arizona Arizona Department of Liquor.</li> </ol>	g a Special Event State Liquor Lic ocessing fee Hearing Date:	tate Liquor License will require payment sense requires application <b>60 days prior</b> t	
ACKNOWLEDGEMENT and SIGNATURE			
I certify that the information set forth within belief, and that I will comply with the inform way be construed as final approval or confirmation and it is revocable if deemed in the second confirmation and it is revocable if deemed in the second confirmation and it is revocable if deemed in the second confirmation and it is revocable if deemed in the second confirmation and it is revocable if deemed in the second confirmation and it is revocable if deemed in the second confirmation and it is revocable if deemed in the second confirmation and it is revocable if deemed in the second confirmation and it is revocable if deemed in the second confirmation and it is revocable if deemed in the second confirmation and it is revocable if deemed in the second confirmation and it is revocable if deemed in the second confirmation and it is revocable if deemed in the second confirmation and it is revocable if deemed in the second confirmation and it is revocable if deemed in the second confirmation and it is revocable if deemed in the second confirmation and it is revocable if deemed in the second confirmation and it is revocable in the second conf	nation set forth within this applic mation of the request. The Town	eation. Acceptance of the application sho of Guadalupe reserves the right to deny	uld in no
Responsible Party Name:	Signature:	Date:	

# **Guadalupe Mercado Patio Rental Fee Schedule**

## Fees to be submitted with Special Event Application

#### 1. Application Fees:

Application Processing Fee	\$50.00
Security Deposit (refundable with conditions)	\$150.00
Late Fee (if submitted within 30 days of event – no alcohol)	\$100.00
Town Alcohol Use Permit (does not include State of Arizona fee).	\$25.00
Event Liability Insurance	\$150.00

SUBTOTAL: Administrative fee:

## 2. Hourly Patio Rental Fees (two hour minimum):

	Hourly Rate:			
Day of Week:	Resident	Non-Resident	Non-Profit	Commercial
Weekday:	\$65.00	\$90.00	\$65.00	\$115.00
M,T,W,Th				
Weekend:	\$75.00	\$100.00	\$75.00	\$125.00
F, Sat, Sun				

CLIDIOTAL Llaurely Daniel Data, d		# of bours - C
SUBTOTAL: Hourly Rental Rate: S	) X	# of hours = S

### 3. Public Safety Fees:

MCSO Deputy Sheriff: # of Deputies:	per hour x # of total event hours:	= # of deputy/hours:
	4=0.00 / 1	
SUBTOTAL: MCSO Denuty Sheriff Fee	o \$50 00 / hour x #denuty/h	ours = \$

#### 4. Miscellaneous Town Equipment Rental fees:

Mobile Stage	\$200 per day
Generator	\$100 per day
	\$50 per day – required for 100+ attendees.

SUBTOTAL: Equipment fees \$\_\_\_\_\_

<b>TOTAL PATIO RE</b>	NTAL USE FEES:	am	ount	paid/receipt #:
1. Application	fee:	\$		#:
2. Hourly Patio	Rental fee:	\$_		#:
<ol><li>Public Safet</li></ol>	y fee:	\$_		#:
4. Equipment f	ee:	\$_		#:
		TOTAL: \$_		#:

#### **Payment and Cancellations:**

Applicant must pay all applicable fees in full for the use of the Mercado Patio, as identified in this application, one month prior to the date of the event.

Event cancellation fees: \$150 Security deposit refund: Greater than 6 months – full refund; 6 months to 30 days – 50% refund; less than 30 days – NO refund of \$150 deposit.

## **Guadalupe Mercado Patio - Public Special Event Rental Agreement**

This rental agreement is to be used for events that are open to the public.

#### TERMS AND CONDITIONS

For the use of the Mercado Patio, the undersigned agrees to the following terms, conditions and fees. Please sign at the bottom of the page to indicate your agreement.

- 1. Enjoy and responsibly use of the Mercado Patio.
- 2. Be on site and the responsible party during the entirety of the event.
- 3. Be responsible for cleaning the patio after the event and provide a refundable \$150.00 security deposit to guarantee clean up. The security deposit will be refunded within 14 days after the event if all of the terms and conditions have been met. Clean up includes removing garbage from the patio, parking lot, and adjacent grounds of the Mercado.
- 4. Be responsible for the replacement cost of any missing and/or damaged fixtures and furnishings. Replacement and repair costs are to be determined.
- 5. End event no later than 12:00 a.m. and vacate premises no later than 1:00 a.m.
- 6. Maintain reasonable volumes of music and sound.
- 7. Ensure access to businesses within the Mercado.
- 8. Comply with event set up and tear down hours.
- 9. Ensure all event security, event staff and MCSO Deputies are on duty.
- 10. Responsibly enjoy alcoholic beverages and ensure all State of Arizona liquor license controls are in place.
- 11. Glass bottles are permitted behind the bar only. No individual glass bottles are allowed. Individual drinks must be served in plastic ware.
- 12. Any person under 21 years of age is not permitted to consume alcohol.
- 13. All alcohol must be consumed within the confines of the Mercado patio.
- 14. Alcoholic beverages are not permitted in parking lots and/or adjacent public property.
- 15. Vehicles are not permitted on the Mercado patio.
- 16. Pay all applicable fees in full (two hour minimum) for the use of the Mercado Patio as identified in this application, one month prior to the date of the event.
- 17. Accept event cancellation fees:
  - a. Cancellation notice more than 6 months full refund of \$150
  - b. Cancellation notice from 6 months to 30 days 50% refund of \$150
  - c. Cancellation notice of less than 30 days NO REFUND
- 18. T the following items are prohibited:
  - a. Illegal substances
  - b. Glass bottles for individual use
  - c. Fireworks/explosives
  - d. Weapons, firearms, knives, bats, etc.

D '11 D ' C' '		
Responsible Party Signature: Date:	ble Party Signature:	Date:



# **Guadalupe Mercado Patio** 9201 S. Avenida del Yaqui **Public Special Event Rental Agreement Approval**

## HOLD HARMLESS, ACKNOWLEDMENT and SIGNATURE

I shall, through signing of this Rental Agreement, indemnify, hold harmless and defend the Town of Guadalupe and its agents and employees from all suits and actions, including reasonable attorney's fees and all costs of litigations and judgment of every name and description against the Town as a result of loss, damage or injury to person or property by reason by any action of any kind and nature resulting from personal injury to any person, including employees of the Applicant or of any subcontractor employed by the Applicant or damages to any property arising or alleged to have arisen out of the negligent performance of the Applicant for the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the Town, its officers, agents or employees.

I, the undersigned, do hereby agree that all information contained in this application and agreement is complete, true and correct and agree to terms, conditions, and fees hereby set forth and shall comply with: the Town of Guadalupe Code of Ordinances; all other applicable federal, state, and local laws, ordinances, rules, regulations, policies and procedures, including, but not limited to, all rules, regulations, policies and procedures related to the authorization and regulation of Special Events.

Responsible Party Signature:		Date:
PUBLIC EVENT RENTAL AGREEM	1ENT - TOWN AUTHORI	ZATION/APPROVAL:
Upon Town of Guadalupe authorization and approving deemed in the best interest of the Town of Guada		ape reserves the right to cancel the event
Town Authorization/Approval:	Title:	Date:
PUBLIC EVENT RENTAL AGREEN	MENT – VALID FOR:	
DATE:	_ TIME:	



# **Guadalupe Mercado Patio Private Event Application & Rental Agreement**

This application and rental agreement is to be used for private events, closed to the public.

APPLICANT INFORMATION			
Applicant / Responsible Party l	Name:		Application Date:
Contact Phone Number:			Email:
Mailing Address:			City:State: Zip:
EVENT INFORMATION			
Purpose of Event:			Event Date:
Anticipated # of Attendees:			Event Hours: :
Set-up:Hours:			Take Down Hours:
Brief description of Event:			
EVENT ENTERTAINMENT A	ND VENDORS		
Will there be entertainment?			_Yes _ No
If yes, please attach a complete	list of entertainm	nent:	
Will merchandise and/or food i	tems be sold?		☐ Yes ☐ No
Total Number of vendors:	# of Food/ I	Beverage	e Vendors: # of Merchandise Vendors:
If yes, please attach a complete Tax ID #, Sales Tax ID #, and I			endors, one week prior to event. Include Vendor Business Name, andlers Card #
EVENT EQUIPMENT			
Will the event include any of the	ne following? (In	dicate or	n site plan and/or vendor list)
Tents or Canopies:	☐ Yes	□ No	Number of Tents/Canopies:Sizes:
Temporary Fencing:	☐ Yes	□ No	Provide accurate dimensions of fenced area on site plan.
Porta-Potty	☐ Yes	□ No	Number of:
Electrical Services/Generators	☐ Yes	□ No	Generators must be separated from tents by a minimum of 20'.
Stages:	☐ Yes	□ No	Number of Dimensions:
Signs/Banners	☐ Yes	☐ No	Number of Signs/Banners:

EVENT SECURITY	
Two Maricopa County Deputy Sheriffs are re	equired for private events, as a minimum, for the duration of the event.
Two additional deputies may be required per	100 additional attendees and at the discretion of the Town.
Will the event include security in addition to	MCSO Sheriff?
Security Service:	Security Contact Name:
Contact Phone#:	Attach Security Service Contract:
If so, how many?	Shifts://
Describe security staff duties and locations: _	
EVENT ALCOHOL	

## If alcohol will alcohol be served, an approved Mercado Private Event Alcohol Use Permit is required.

If you plan to serve alcoholic beverages, you must obtain and agree to this Alcohol Use Permit, in accordance with Town of Guadalupe Ordinance No. 2018-01. You must agree to hire off duty deputies to supervise your event. The applicant on the permit is named as the responsible party and must be present at the event the entire time alcohol is present.

### Town of Guadalupe Ordinance No. 2018-01:

Alcoholic beverages in the Town of Guadalupe Tianguis / Mercado, 9201 S. Avenida del Yaqui, Guadalupe, AZ.

- A. For the purposes of this section:
  - 1. Beer means any beverage obtained by the alcoholic fermentation, infusion or decoction of barley malt, hops, or other ingredients not drinkable, or any combination of them.
  - 2. Tianguis means the Town of Guadalupe property located at 9201 S. Avenida del Yaqui, Guadalupe, AZ
  - 3. Spirituous liquor means alcohol, brandy, whiskey, rum, tequila, mescal, gin, wine, porter, ale, beer, any malt liquor or malt beverage, absinthe, a compound or mixture of any of them or of any of them with any vegetable or other substance, alcohol bitters, bitters containing alcohol, any liquid mixture or preparation, whether patented or otherwise, which produces intoxication, fruits preserved in ardent spirits, and beverages containing more than one-half of one per cent of alcohol by volume.
  - B. It shall be unlawful for any person to consume or have in his possession any spirituous liquor in the Tianguis except as provided in C of this section.
  - C. The Town Manager is empowered to issue permits authorizing the consumption and possession of beer in the Tianguis and to adopt rules and procedures for the issuance of such permits.
  - D. A person who has obtained a permit pursuant to C of thissection shall display the permit upon request. The permit holder and all persons covered by the permit shall abide by the stipulations of use set forth in the permit. The permit may be revoked for failure to comply with the requirements of this section.
  - E. This section shall not apply to premises for which a license has been issued pursuant to Title 4, Arizona Revised Statutes.

(Ord. No. 2018-01, adopted 6-28-2018, eff. 7-28-2018)

## MERCADO PRIVATE EVENT ALCOHOL USE PERMIT

#### An approved Town of Guadalupe Alcohol Use Permit is required to serve alcohol at an event.

Toserve beer at your event, you must obtain and agree to this Alcohol Use Permit and agree to hire off-duty MCSO deputies The applicant on the permit shall be the responsible party and must be present at the event during the entire time alcohol is present.

- 1. Permit holder must retain permit and make it available upon request.
- 2. Permit is non-transferable and non-refundable.
- 3. Permit is valid for the date listed below, restricted to the Mercado Patio location, and number of attendees as indicated in the application and rental agreement.
- 4. Permit holder only is allowed to bring beer into Mercado Patio.
- 5. The consumption and or possession of any spirituous liquor in the Mercado is prohibited.
- 6. Inappropriate behavior or excessive noise will not be permitted.
- 7. The sale of alcoholic beverages is strictly prohibited unless a State of Arizona special license and insurance are obtained.
- 8. Permit holder will be responsible for ensuring ALL MEMBERS of his/her party are of legal age to drink alcoholic beverages, according to Arizona State Law.
- 9. Glass bottles are permitted behind the bar only. No individual glass bottles are allowed. Individual drinks must be served in plastic ware.
- 10. Any person under 21 years of age is not permitted to consume alcohol.
- 11. All alcohol must be consumed on the Mercado patio.

ALCOHOL USE PERMIT - VALID FOR: \_

- 12. Alcoholic beverages are not permitted in parking lots and / or adjacent public property.
- 13. Vehicles must remain in parking lots and in designated parking areas.

PRIVATE EVENT ALCOHOL USE PERMIT – RESPO	NSIBLE PARTY ACCPETA	NCE:
As the responsible party, I certify that the information s best of my knowledge and belief, and that I will comply		
Responsible Party Name:	Signature:	Date:
PRIVATE EVENT ALCOHOL USE PERMIT - TOWN	AUTHORIZATION and API	PROVAL:
Upon Town of Guadalupe authorization and approval of revoke the permit if deemed in the best interest of the To	•	wn of Guadalupe reserves the right to
Town Authorization /Approval:	Title:	Date:

# **Guadalupe Mercado Patio Rental Fee Schedule**

## Fees to be submitted with Special Event Application

#### 1. Application Fees:

Application Processing Fee	\$50.00
Security Deposit (refundable with conditions)	\$150.00
Late Fee (if submitted within 30 days of event – no alcohol)	\$100.00
Town Alcohol Use Permit	\$25.00
Event Liability Insurance	\$150.00

SUBTOTAL: Administrative fee:

## 2. Hourly Patio Rental Fees (two hour minimum):

	Hourly Rate:			
Day of Week:	Resident	Non-Resident	Non-Profit	Commercial
Weekday:	\$65.00	\$90.00	\$65.00	\$115.00
M,T,W,Th				
Weekend:	\$75.00	\$100.00	\$75.00	\$125.00
F, Sat, Sun				

SUBTOTAL: Hourly Rental Rate: \$	X	# of hours = \$	
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### 3. Public Safety Fees:

	MCSO Deputy Sheriff: # of Deputies:	_ per hour x # of total event hours: _	= # of deputy/hours:
	SUBTOTAL: MCSO Deputy Sheriff Fee	: \$50.00 / hour x #deputy/	/hours = \$
ŀ.	Miscellaneous Town Equipment Rental	fees:	
	Mobile Stage		
	Generator	\$100 per day	
	Trash Trailer	\$50 per day – required for $100+a$	attendees.
	SUBTOTAL: Equipment fees \$		

TOTAL PATIO R	ENTAL USE FEES:	amount	paid/receipt #:
1. Application	n fee:	\$	#:
2. Hourly Pati	io Rental fee:	\$	#:
<ol><li>Public Safe</li></ol>	ty fee:	\$	#:
4. Equipment	fee:	\$	#:
		TOTAL . \$	<b>#•</b>

#### **Payment and Cancellations:**

Applicant must pay all applicable fees in full for the use of the Mercado Patio, as identified in this application, one month prior to the date of the event.

Event cancellation fees: \$150 Security deposit refund: Greater than 6 months – full refund; 6 months to 30 days – 50% refund; less than 30 days – NO refund of \$150 deposit.

## **Guadalupe Mercado Patio – Private Event Rental Agreement**

This rental agreement is to be used for private events, closed to the public.

#### TERMS AND CONDITIONS

For the use of the Mercado Patio, the undersigned agrees to the following terms, conditions and fees. Please sign at the bottom of the page to indicate your agreement.

- 1. Enjoy the use of the Mercado Patio with care and kindness.
- 2. Be on site and the responsible party during the entirety of the event.
- 3. Be responsible for cleaning the patio after the event and provide a refundable \$150.00 security deposit to guarantee clean up. The deposit will be refunded within 14 days after the event if all the terms and conditions have been met. Clean up includes removing garbage from the patio, parking lot, and adjacent grounds of the Mercado.
- 4. Be responsible for the replacement cost of any missing and/or damaged fixtures and furnishings. Replacement and repair costs are to be determined.
- 5. End event no later than 12:00 a.m. and vacate premises no later than 1:00 a.m.
- 6. Maintain neighborly and reasonable volumes of music and sound.
- 7. Assure access to businesses within the Mercado.
- 8. Comply with identified event set up and tear down hours.
- 9. Assure all event security, event staff and MCSO Deputies are on duty.
- 10. Comply with all terms and conditions set forth in the Alcohol Use Permit, if applicable.
- 11. Vehicles are not permitted on the Mercado patio.
- 12. Pay all applicable fees in full (two hour minimum) for the use of the Mercado Patio as identified in this application, one month prior to the date of the event.
- 13. Accept cancellation fees:
  - a. Cancellation notice more than 6 months full refund of \$150
  - b. Cancellation notice from 6 months to 30 days 50% refund of \$150
  - c. Cancellation notice of less than 30 days NO refund
- 14. Understand that the following items are prohibited:
  - a. Illegal substances
  - b. Glass bottles and/of containers for individual usee
  - c. Fireworks/explosives
  - d. Weapons, firearms, knives, bats, etc.

Responsible Party Signature: _	Date:

## Guadalupe Mercado Patio Private Special Event Rental Agreement Approval



#### HOLD HARMLESS, ACKNOWLEDMENT and SIGNATURE

I/We, through signing of this Rental Agreement, indemnify, hold harmless and defend the Town of Guadalupe and its agents and employees from all suits and actions, including reasonable attorney's fees and all costs of litigations and judgment of every name and description against the Town as a result of loss, damage or injury to person or property by reason of any action of any kind and nature resulting from personal injury to any person, including employees of the Applicant or of any subcontractor employed by the Applicant or damages to any property arising or alleged to have arisen out of the negligent performance of the Applicant hereunder, except any such injury or damages arising out of the sole negligence of the Town, its officers, agents or employees.

I, the undersigned, do hereby agree that all information contained in this application and agreement is complete, true and correct and agree to terms, conditions, fees hereby set forth and shall comply with: the Town of Guadalupe Code of Ordinances; all other applicable federal, state, and local laws, ordinances, rules, regulations, policies and procedures, including, but not limited to, all rules, regulations, policies and procedures related to the authorization and regulation of Special Events.

Responsible Party Signature:		Date:
PRIVATE EVENT RENTAL AGREEMENT	- TOWN AUTHORIZATION and AI	PPROVAL:
Upon Town of Guadalupe authorization and event if deemed in the best interest of the To		Guadalupe reserves the right to cancel the
Town Authorization / Approval	Title:	Date:
PRIVATE EVENT RENTAL AC	GREEMENT – VALID DA	TE:
DATE:	TIME:	

#### ORDINANCE NO. O2018.01

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, CONCERNING REGULATIONS FOR POSSESSION AND CONSUMPTION OF ALCOHOL AT THE TOWN PROPERTY KNOWN AS THE TIANGUIS/MERCADO; AND, IMPOSING PENALTIES.

WHEREAS, the Mayor and Council deem it necessary to adopt certain regulations to protect, enhance and promote the health, safety and welfare of the Town of Guadalupe and its residents, and

WHEREAS, the Mayor and Council desire to promote the enjoyment of the Tianguis / Mercado for public and private events and gatherings,

WHEREAS, to comply with State Statute 4-244.20 and establish rules for the consumption and possession of alcoholic beverages on Town property,

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

#### I. Alcohol Use Permit.

#### A. For the purposes of this section:

- 1. Beer means any beverage obtained by the alcoholic fermentation, infusion or decoction of barley malt, hops, or other ingredients not drinkable, or any combination of them.
- 2. Tianguis means the Town of Guadalupe property located at 9201 S. Avenida del Yaqui, Guadalupe, AZ
- 3. Spirituous liquor means alcohol, brandy, whiskey, rum, tequila, mescal, gin, wine, porter, ale, beer, any malt liquor or malt beverage, absinthe, a compound or mixture of any of them or of any of them with any vegetable or other substance, alcohol bitters, bitters containing alcohol, any liquid mixture or preparation, whether patented or otherwise, which produces intoxication, fruits preserved in ardent spirits, and beverages containing more than one-half of one per cent of alcohol by volume.
- B. It shall be unlawful for any person to consume or have in his possession any spirituous liquor in the Tianguis except as provided in Subsection C of this section.

- C. The Town Manager is empowered to issue permits authorizing the consumption and possession of beer in the Tianguis and to adopt rules and procedures for the issuance of such permits.
- D. A person who has obtained a permit pursuant to Subsection C of this Section shall display the permit upon request. The permit holder and all persons covered by the permit shall abide by the stipulations of use set forth in the permit. The permit may be revoked for failure to comply with the requirements of this Subsection.
- E. This Section shall not apply to premises for which a license has been issued pursuant to Title 4, Arizona Revised Statutes.

#### II. Authority to Enforce Violations of this Ordinance; Means of Enforcement.

- (A) The Town Manager or designee shall enforce this ordinance.
- (B) Any person authorized pursuant to this section to enforce this ordinance may issue a notice of violation specifying actions to be taken and the time in which they are to be taken to avoid issuance of a criminal complaint.
- (C) The Maricopa County Sheriff's Department, the Town Attorney, or his assistant may issue criminal complaints to enforce this ordinance.

#### III. Penalty.

The penalty for violating any prohibition or requirement imposed by this ordinance is a class one misdemeanor. The maximum penalty that may be imposed for violating this ordinance is up to one year in jail, and/or a fine of up to \$2,500.00 plus any applicable surcharges.

#### IV. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of the Town Code, or this Ordinance are hereby repealed.

#### V. Providing for Severability.

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

PASSED AND ADOPTED by the Town Council of Guadalupe this \_\_ day of \_\_\_\_\_, 2018.

ATTEST:	TOWN OF GUADALUPE, an Arizona Municipal Corporation
Jeff Kulaga Town Manager / Clerk	Valerie Molina Mayor
APPROVED AS TO FORM:	
David Ledyard Town Attorney	-
CORRECT COPY OF THE ORDINA	X, DO HEREBY CERTIFY THAT A TRUE AND NOTE NO. 02018.01 ADOPTED BY THE TOWN OF, 2018, WAS POSTED IN THREE PLACES ON
Jeff Kulaga, Town Clerk	

#### RESOLUTION NO. R2018.12

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

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

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

WHEREAS, Community Partners shall annually (July 1, 2018 – June 30, 2019), be entitled to two events on the Mercado Patio and four events in the Mercado Multi-purpose Room, free of charge; and, in addition to partnering with the Town of Guadalupe on community events.

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

At the June 14, 2018, Regular Town Council Meeting, the Guadalupe Town Council designated the following organizations as Community Partners:

Conrado F. Biducia American Legion Post 124

Pascua Yaqui Tribe

Valerie Molina, Mayor
raiono moma, mayo.