



*****DUE TO COVID-19, SEATING CAPACITY IS LIMITED TO NO MORE THAN 10 ATTENDEES*****

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

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

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

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

**THURSDAY, SEPTEMBER 9, 2021
6:00 P.M.**

**GUADALUPE TOWN HALL
9241 SOUTH AVENIDA DEL YAQUI, MUSEUM ROOM
GUADALUPE, ARIZONA**

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Guadalupe Town Council and to the public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, September 9, 2021, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES
 - 1. Approval of the August 26, 2021, Town Council Regular Meeting Minutes.
- E. CALL TO THE PUBLIC: An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.
- F. MAYOR and COUNCIL PRESENTATIONS:
 - 1. Enrique Ruiz, Tempe Elementary School District Native American Program Coordinator – introduction
 - 2. League of Arizona Cities and Towns Certificate of Recognition 12-Year Service Award in Local Government:

Councilmember Gloria Cota
Councilmember Joe Sánchez



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G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. COVID-19 ACTION UPDATE: Council will receive an update from Town staff regarding current Town of Guadalupe COVID-19 positive case rates, scheduled testing, vaccination information, Town service and steps taken to safeguard public health and safety in response to the Coronavirus. Council may provide direction to the Town Manager / Clerk. *Material for this agenda item will be provided at the meeting.*

2. AMENDMENT NO. 1 TO A MEMORANDUM OF AGREEMENT BETWEEN THE PASCUA YAQUI TRIBE AND THE TOWN OF GUADALUPE TO PROVIDE MUTUAL COOPERATION IN RECOVERY FROM THE CORONAVIRUS (COVID-19) OUTBREAK WITHIN THE TOWN OF GUADALUPE: Council will consider and may take action to authorize the Mayor, or designee, to sign Amendment No. 1 to a Memorandum of Agreement (C2020-25A) with the Pascua Yaqui Tribe. The initial agreement term began on August 13, 2020, for the provision of joint responsibilities of the Pascua Yaqui Tribe and the Town of Guadalupe to combat COVID-19. The contract term for Amendment No. 1 is from on or about August 27, 2021, through December 5, 2026, with the Pascua Yaqui Tribe providing \$3,074,500 of Coronavirus State and Local Fiscal Recovery Funds (CSFRF/CLFRF) established by the American Rescue Plan Act of 2021 to the Town to support public programs and services to recover from the harmful impacts of COVID-19, continue to combat COVID-19, and to improve the health and wellness of Town of Guadalupe residents. Approval of Amendment No. 1 authorizes the Mayor, or designee, to sign all necessary documents in furtherance of Amendment No. 1. Council may provide direction to the Town Manager / Clerk.

3. AWARD OF CONTRACT – COMMUNITY ACTION PROGRAM DIRECTOR: Council will consider and may take action to authorize the Town Manager / Clerk to enter into a contract (C2021-49A) with Interim Public Management, LLC, (IPM) to provide interim Community Action Program Director administration and oversight services. The contract term is September 10, 2021 through March 10, 2022, with an option to extend the contract for an additional 6 months with the concurrence of IPM. The contract amount is \$3,995 per week, plus associated business mileage reimbursement. Funding for this contract is available through the approved fiscal year 2020/2021 Community Action Program and COVID-19 Relief funds. Council may provide direction to the Town Manager / Clerk. Approval of this contract authorizes the Town Manager / Clerk to execute all documents in furtherance of this agreement. Council may provide direction to the Town Manager / Clerk.

4. AWARD OF CONTRACT – COVID-19 PROJECT MANAGER CONSULTANT SERVICES: Council will consider and may take action to authorize the Town Manager / Clerk to enter into Exhibit B of contract (C2021-54A) with Interim Public Management, LLC, (IPM) to provide interim Covid-19 Relief Project Manager administration and oversight services. The contract term is September 14, 2021 through March 10, 2022, with an option to extend the contract for an additional 6 months with the concurrence of IPM. The contract amount is \$2,100 per week, plus associated business mileage reimbursement. Approval of this contract authorizes the Town Manager / Clerk to execute all documents in furtherance of this agreement. Council may provide direction to the Town Manager / Clerk.

5. AWARD OF CONTRACT – CALLE VAOU NAWI SIDEWALK DESIGN AND CONSTRUCTION PROJECT: Council will consider and may take action to award a contract (C2021-56) in the amount of \$70,626 to the Town Engineer, Dibble Engineering, for design, bid process, construction administration, and inspection services for the installation of approximately 400' of a new curb, gutter, and sidewalk and streetlight on the east side of Calle Vaou Nawi south from Calle Guadalupe. The purpose of this project is to improve pedestrian safety. Funding for this contract is through the approved fiscal year 2020/2021 Town Highway User Revenue Fund and General Fund Capital Outlay budgets. Council may provide direction to the Town Manager / Clerk.



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6. ACQUISITION AND PURCHASE OF PROPERTY FOR PEDESTRIAN IMPROVEMENTS AND RIGHT OF WAY– RESOLUTION NO. R2021.21: Council will consider and may take action to adopt Resolution No. R2021.21 authorizing the Mayor, or designee, to sign any and all documents necessary for the acquisition and purchase of 4,229 square feet of private property for the purpose of establishing public right of way and installing sidewalk, curb, gutter and a streetlight, located at 5911 East Calle Guadalupe, APN 301-44-002B; 9215 South Calle Vaou Nawi, APN 301-44-001 and APN 301-44-004, from Ebbie LLC and Jordan Land LLC for \$27,000. Funding for this contract is through the approved fiscal year 2020/2021 Town Highway User Revenue Fund and General Fund Capital Outlay budgets. Council may provide direction to the Town Manager / Clerk.

7. TOWN-OWNED EXCESS RIGHT-OF-WAY LAND SALE (RESOLUTION NO. R2021.17): Council will consider and may take action to adopt a resolution authorizing the sale of Town-owned excess right-of-way. The right-of-way measures 50 feet by 25 feet and operates as a driveway for the adjacent property located at 8836 South Avenida del Yaqui. If approved, the adjacent property owner, (Elite Wash & Detail LLC), at 8836 South Avenida del Yaqui would pay the Town of Guadalupe \$9,375 to take ownership of the property, as stated in the Right of Way Abandonment Agreement (C2021-52). The sale would comply with Arizona Revised Statutes sections §28-7205 and §28-7208 declaring the property to be excess, approving the abandonment, and that compensation be paid to the Town. Council may provide direction to the Town Manager / Clerk.

8. COVID-19 TOWN FACILITY CLOSURES AND PERMITTING EVENTS: Council will consider and may take action to suspend the permitting of private parties, public and private events at the Mercado, and processing park reservations. Council may provide direction to the Town Manager / Clerk.

H. TOWN MANAGERS' COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



September 3, 2021

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: **September 9, 2021, 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:

D1. AUGUST 26, 2021, REGULAR COUNCIL MEETING MINUTES. (PAGES 6 – 11)

G1. COVID-19 UPDATE: Staff will provide an update regarding current Town of Guadalupe COVID-19 positive case rates, scheduled testing, vaccination information, Town service and steps taken to safeguard public health and safety in response to the Coronavirus. *Material for this item will be provided at the meeting.*

G2. AMENDMENT NO. 1 TO A MEMORANDUM OF AGREEMENT BETWEEN THE PASCUA YAQUI TRIBE AND TOWN OF GUADALUPE TO PROVIDE MUTUAL COOPERATION IN RECOVERY FROM THE CORONAVIRUS (COVID-19) OUTBREAK WITHIN THE TOWN OF GUADALUPE (PAGES 12 – 21): Adoption of Resolution No. R2021.21 approves Amendment No. 1 to a Memorandum of Agreement (MOA) (C2020-25A) to partner with the Pascua Yaqui Tribe to provide mutual cooperation and support in addressing the coronavirus outbreak within the Town of Guadalupe. If adopted, the resolution authorizes the Town to receive \$3,074,500 from the Pascua Yaqui Tribe in Covid-19 relief funding.

Amendment No. 1 to the MOA continues the partnership between the Pascau Yaqui Tribe and the Town to combat and recover from COVID-19. Specifically, the MOA identifies joint responsibilities between the Tribe and Town, data collection and sharing parameters, and allows for financial assistance requests. The term of this MOA is one year from the time of mutual approval, it includes a 30-day termination notice, and it is not legally binding. The \$3,074,500 must be expended by December 31, 2026.

These resources will fund 15 COVID-19 recovery community services, programs, and fund equipment and capital improvements, as summarized in attachment B of the MOA amendment. Funds include a homeless medical response team and home rehabilitation funds, for example.

G3. AWARD OF CONTRACT – COMMUNITY ACTION PROGRAM DIRECTOR (PAGES 22 – 25): The contract (C2021-49A) with Interim Public Management, LLC, (IPM) is to provide interim Community Action Program Director administration and oversight services for a minimum of 6 months. Due to the increased workload because of COVID-19 relief programs, coordination with Maricopa County, United Food Bank and other agencies has increased. In addition, the need for utility and rental assistance and food distribution has increased. The contract term is September 10, 2021 through March 10, 2022, with an option to extend the contract for an additional 6 months with the concurrence of IPM. The contract amount is \$3,995 per week, plus associated business mileage reimbursement. Funding for this contract is available through the approved fiscal year 2020/2021 Community Action Program and COVID-19 Relief funds. If the contract is extended, a 5% increase in the contract amount shall be applicable beginning on July 1, 2022.

G4. AWARD OF CONTRACT – COVID-19 CONSULTANT SERVICES (PAGES 26 – 27): The contract (C2021-54A) with Interim Public Management, LLC, is to provide interim Covid-19 Relief Project Manager administration and oversight services for \$3,074,500 for COVID-19 revenues and expenditures. The contract term is September 14, 2021 through March 10, 2022, with an option to extend the contract for an additional 6 months with the concurrence of IPM. The contract amount is \$2,100 per week, plus associated business mileage reimbursement. If the contract is extended,

a 5% increase in the contract amount shall be applicable beginning on July 1, 2022. This contract is similar to the 2020 COVID-19 contract however, this is a 20 hour a week contract rather than 40 hours a week.

G5. AWARD OF CONTRACT – CALLE VAOU NAWI SIDEWALK DESIGN AND CONSTRUCTION PROJECT (PAGES 28 – 36): Staff is recommending awarding a contract (C2021-56) in the amount of \$70,626 to the Town Engineer, Dibble Engineering for design, bid process, construction administration, and inspection services for the installation of approximately 400' of a new curb, gutter, and sidewalk on the east side of Calle Vaou Nawi south from Calle Guadalupe. The purpose of this project is to improve pedestrian safety by constructing a new sidewalk, curb, and gutter and installing a streetlight. Funding for this contract is through the approved fiscal year 2020/2021 Town Highway User Revenue Fund and General Fund Capital Outlay budgets.

G6. ACQUISITION AND PURCHASE OF PROPERTY FOR PEDESTRIAN IMPROVEMENTS AND RIGHT OF WAY– RESOLUTION NO. R2021.21 (PAGES 37 – 39): Staff is recommending adoption of Resolution No. R2021.21 authorizing the acquisition and purchase of 4,229 square feet of private property for the purpose of establishing public right of way and installing sidewalk, curb, gutter and a streetlight, located at 5911 East Calle Guadalupe, APN 301-44-002B; 9215 South Calle Vaou Nawi, APN 301-44-001 and APN 301-44-004, from Ebbie LLC and Jordan Land LLC for \$27,000. Funding for this contract is through the approved fiscal year 2020/2021 Town Highway User Revenue Fund and General Fund Capital Outlay budgets.

This land acquisition and agenda item G5. are two of three tasks needed to construct sidewalk, curb and gutter to complete the street section and importantly improve pedestrian safety. Once the land is acquired and design is complete, the project will be bid for construction.

G7. TOWN-OWNED EXCESS RIGHT-OF-WAY LAND SALE (RESOLUTION NO. R2021.17) (PAGES 40 – 46): Staff has been approached by the owners of 9000 South Avenida del Yaqui, APN 301-12-119, to purchase 1,250 square feet of Town-owned excess right-of-way located immediately adjacent to the east of the private property located at 8836 South Avenida del Yaqui.

The right-of-way measures 50 feet by 25 feet and is considered right-of-way for a half street that was never finished or further planned. From a practical and historic standpoint, it operates as a driveway for adjacent 9000 South Avenida del Yaqui private property. Per the Arizona Revised Statutes sections §28-7205 and §28-7208, if the Council deems the property to be in excess and approve an abandonment, then it becomes acceptable that compensation be paid to the Town for the right-of-way. If approved, Resolution No. R2021.17 authorizes the buyer to pay the Town \$9,375 to take ownership of the property as stated in the Right of Way Agreement (C2021-52). The Town would also be responsible for preparing a Quit Claim Deed that would be recorded along with the adopted Resolution, by the Maricopa County Recorder.

Town staff recommends the sale of this excess right of way and is seeking Town Council direction to sell the right-of-way. *Continued from the August 12, 2021, Regular Council Meeting.*

G8. COVID-19 TOWN FACILITY CLOSURES AND PERMITTING EVENTS (PAGES 47 – 52): Council will consider suspending the permitting of private parties, public and private events at the Mercado, and accepting park reservations at Biehn Park. The reason for this is due to the increased COVID-19 positive cases in Town and in the County, the comparatively low vaccination rate of Town residents, and the increased Delta variant transmission concerns. As a result of Council's decision of May 13, 2021 to reopen the Town, party permits, and Mercado and Biehn Park events are currently permitted and allowed. However, COVID-19 conditions have changed, requiring a review of the May reopening decision. To note, on May 13, it was recommended to open Town Hall on June 7, 2021 and to begin issuing permits for events and parties beginning May 17. It was also recommended that COVID-19 precautions continue based on a personal responsibility level. The attached table summarizes the recommendations for Council consideration to reconsider Town facility openings and permitting private parties and the Mercado and accepting reservations Biehn Park events.



Minutes Town Council Regular Meeting August 26, 2021

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Mayor

Ricardo Vital
Vice Mayor

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Gloria Cota
Councilmember

Elvira Osuna
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Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, August 26, 2021, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

A. Mayor Molina called the meeting to order at 6:15 p.m.

B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina. The following councilmembers participated via video conference: Vice Mayor Ricardo Vital, Councilmember Mary Bravo, Councilmember Gloria Cota, Councilmember Elvira Osuna, and Councilmember Anita Cota Soto

Councilmember Absent: Councilmember Joe Sánchez

Staff Present: Jeff Kulaga – Town Manager / Clerk, Jennifer Drury – Assistant to the Town Manager, Cachi Castorena, MCSO Deputy, and David Ledyard – Town Attorney (via video conference)

C. INVOCATION/PLEDGE OF ALLEGIANCE

Mayor Molina called for a moment of silence in remembrance of the recent passing of a former Fire Chief. Mayor Molina then led the Pledge of Allegiance.

A. APPROVAL OF MINUTES

1. Approval of the August 12, 2021, Town Council Regular Meeting Minutes.

Motion by Councilmember Bravo to approve agenda item D1; second by Vice Mayor Vital. Motion passed unanimously on a voice vote 6-0.

1. Councilmembers approved the August 12, 2021, Town Council Regular Meeting Minutes.

B. CALL TO THE PUBLIC: No one spoke. Mayor Molina announced that Town Hall is open and that the public is welcome to address the Council in person or via e-mail.

C. MAYOR and COUNCIL PRESENTATIONS: None.

D. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. COVID-19 ACTION UPDATE

Mayor Molina stated that this agenda item is for staff to provide an update regarding current Town of Guadalupe COVID-19 positive case rates, scheduled testing, vaccination information, Town service and steps taken to safeguard public health and safety in response to the Coronavirus.

Jeff Kulaga, Town Manager / Clerk, stated that the Town continues to display COVID-19 informational posters throughout Town and to promote wearing a mask, washing hands, maintaining social distancing, and getting vaccinated. The number of residents getting vaccinated is rising and stands at 39.3%. The number of positive COVID-19 cases is increasing county-wide.



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Mr. Kulaga thanked the Pascua Yaqui Tribe who will be providing approximately \$3 million in COVID-19 relief funds to the Town. There will be an action item on the September 9, 2021, Regular Council Meeting agenda authorizing the Town to accept the funds. There will be project managers on staff that will administer how the funds are spent.

A Councilmember discussed Guadalupe's low vaccination rate and urged everyone to get vaccinated. A Councilmember then thanked the Pascua Yaqui Tribe for their support of the Town and for providing funding to address the needs of residents.

2. SPECIAL EVENT LIQUOR LICENSE REQUEST

Mayor Molina stated that this agenda item is to forward a recommendation of approval, denial, or no recommendation to the Arizona Department of Liquor Licenses and Control for a Special Event Liquor License. The Applicant is Ralph A. Cota on behalf of the American Legion Post 124 Guadalupe Veterans, a non-profit organization. The event location is the Mercado de Guadalupe, 9201 South Avenida del Yaqui, Suite #3, Guadalupe, AZ. The proposed event will be held on Saturday, October 16, 2021, 7:00 PM – 11:00 PM. Maricopa County Sheriff's Office personnel will provide event security and the Post will provide age identification verification for alcohol consumption.

Jeff Kulaga, Town Manager / Clerk, stated that for special event liquor licenses, state law requires that the local governing body, the Town Council, forward a recommendation of approval, denial, or no recommendation to the State liquor board. This process is required in order for the Post to obtain a special event liquor license. The Post is expecting approximately 60 people at their fundraiser. The cost of the one-day special event liquor license is \$25.

In response to questions, Mr. Kulaga stated that there will be two Maricopa County Sheriff's Office deputies at the event. Attendees will not be permitted to bring their own ice chests into the event. The application to rent the Mercado includes language that gives the Town the flexibility to cancel the event for public safety purposes.

Vice Mayor Vital announced that he would like to abstain from participating in the vote.

In response to questions, Mr. Kulaga stated that the alcohol will be for sale. In order to qualify for a special event liquor license, a non-profit entity must be part of the application process. In this case, the liquor license would allow for the sale of beer on the patio portion of the Mercado. Alcohol would not be able to be taken beyond the interior perimeter of the Mercado. It is the responsibility of the Post representatives to manage the entrances and exits to ensure that no alcohol is taken outside of the event perimeter.

Mr. Kulaga outlined the State liquor license application requirements and process for special event liquor licenses. David Ledyard, Town Attorney, stated that the final decision on whether to grant a special event liquor license rests on the State.

In response to questions, Mr. Ledyard stated that if an existing Mercado tenant wanted to extend their area of liquor service beyond the perimeter of their suite, they would be required to get a permit from the State to do so. The existing Mercado businesses would not be part of the proposed event.

A Councilmember discussed a previous event where the Post sold mixed drinks and liquor.

In response to a question, Mr. Kulaga stated that the special event liquor license process is administered by the State Liquor Board, which is comprised of representatives from all over the State of Arizona.

A Councilmember discussed a previous instance where the Town Council recommended denial of a liquor license and how that recommendation was overturned and approved by the State Liquor Board.



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Motion by Councilmember Osuna to approve the special event liquor license application for the American Post Legion; second by Councilmember Cota. Motion passed on a roll call vote 4-0-2 with Vice Mayor Vital and Councilmember Soto abstaining.

Councilmembers voted to approve forwarding a recommendation of approval to the Arizona Department of Liquor Licenses and Control for a Special Event Liquor License. The Applicant is Ralph A. Cota on behalf of the American Legion Post 124 Guadalupe Veterans, a non-profit organization. The event location is the Mercado de Guadalupe, 9201 South Avenida del Yaqui, Suite #3, Guadalupe, AZ. The proposed event will be held on Saturday, October 16, 2021, 7:00 PM – 11:00 PM. Maricopa County Sheriff's Office personnel will provide event security and the Post will provide age identification verification for alcohol consumption.

3. AVENIDA DEL YAQUI STREET IMPROVEMENT PROJECT – ARIZONA DEPARTMENT OF TRANSPORTATION PAYMENT

Mayor Molina stated that this agenda item is for Council to consider concurring with the construction bid amount and approve a payment in the amount of \$1,011,362 to the Arizona Department of Transportation for the Avenida del Yaqui Street Improvement Project. The revised estimated total project cost is \$6,612,882 an increase of \$1,011,362 because of August 16 construction bid amount. The original total project cost was \$5,601,520; of which Federal funds total \$5,282,233; and the Town was responsible for 5.7% (\$319,287) of the project cost. Per the adopted May 31, 2019, intergovernmental agreement (IGA) (#2 g. page 3 of 9) between the Town of Guadalupe and the State of Arizona, Department of Transportation, the Town is responsible for the difference between estimated and actual costs, if applicable. Concurrence and approval of this \$1,011,362 amount fulfills this IGA provision. Concurrence and approval of the payment authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this project.

Jeff Kulaga, Town Manager / Clerk, introduced Trisha Brown, Project Manager, Arizona Department of Transportation (ADOT), and Vince Gibbons, Town Engineer, Dibble Engineering, both of which are participating in the meeting via Zoom.

Mr. Kulaga outlined the Avenida del Yaqui Pedestrian and Bicycle Improvement Project purpose, constraints, community impacts, public involvement, right-of-way acquisitions, and funding. The project began in 2014 with a road safety assessment. Since that time, the roadway has continued to deteriorate. Mr. Kulaga reviewed a timeline of the project to date.

Mr. Kulaga noted that the project construction bid came in slightly \$1 million over the anticipated construction cost estimate, which now totals \$6,012,882. Since June 2019, construction costs have risen which have increased the percentage match the Town is responsible for paying. The 5.7% percentage match for the Town has risen from \$201,421 to the current match amount of \$1,011,362 due to the construction bid overage. Per the June 2019, intergovernmental agreement with ADOT, the Town is responsible for construction overages. The Town's total financial responsibility now stands at \$1,330,649, 20.1%.

The next step in this process is for the Town Council to determine if they concur with the construction overage amount that the Town is responsible for paying. If the Council concurs with the new match amount of \$1,011,362, ADOT would move forward with providing the Town with an invoice for actual project costs. Staff has identified approximately \$150,000 in Highway User Revenue Funds that could be allocated to this project, leaving a project funding shortfall of approximately \$858,000. To date, the Town has spent \$456,746 on this project, which is not reimbursable to the Town.

Staff has provided four options (A-D) moving forward for Council consideration. Option A is to "Decline and not concur"; Option B is to "Decline and reduce/revise scope"; Options C and D are to "Concur and



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approve” with additional actions. Staff is recommending Option D, with Option C as a backup plan as follows:

Option D: (staff recommendation)

- Accept and concur with the August 16, 2021, project estimate and approve the \$1,011,362 expenditure.
- Apply for Maricopa Association of Governments (MAG) closeout funds of \$858,682.
- MAG closeout process occurs in fall, decisions late 2021.
- No guarantee of closeout award.

Option C:

- Concur with the August 16th estimate and approve the \$1,011,362 expenditure.
- Redirect \$500,000 from the approved fiscal year 2021/2022 budgeted Highline Canal project to Avenida del Yaqui – should Federal grant funding be awarded, or delay canal project.
- The remaining \$358,682 difference funded through the General Fund balance.

Mr. Kulaga noted that the Town is financially prepared to absorb the construction overage of \$1 million.

In response to questions, Trisha Brown, Project Manager, Arizona Department of Transportation (ADOT), stated that only one bid was received and that the bid process was open for five weeks, which is two weeks longer than what ADOT typically offers for bid processes. ADOT’s project estimate was based on the available information at the time the estimate was being prepared. Contractors are challenged with an increase in the cost of construction materials as well as construction material and staffing shortages. In the event that the cost of construction materials goes down, it does not change the amount that the contractor receives for completing the project.

In response to a question, Vince Gibbons, Town Engineer, Dibble Engineering, state that the project bid received is not inconsistent with what is happening in the construction industry. The cost of construction materials has risen, labor and subcontractors are challenging to find.

In response to a question, Ms. Brown stated that inflation was not factored into the project construction estimate; however, ADOT did increase the estimated project total in February 2021, based on an increase in the cost of materials.

A Councilmember noted that the Town has received MAG closeout funds in the past. If approved for closeout funds again, it could help supplement the increased cost of this project.

Motion by Vice Mayor Vital to approve Option D; second by Councilmember Bravo. Motion passed unanimously on a voice vote 6-0.

Councilmembers concurred with the construction bid amount and approved a payment in the amount of \$1,011,362 to the Arizona Department of Transportation for the Avenida del Yaqui Street Improvement Project. The revised estimated total project cost is \$6,612,882 an increase of \$1,011,362 because of August 16 construction bid amount. The original total project cost was \$5,601,520; of which Federal funds total \$5,282,233; and the Town was responsible for 5.7% (\$319,287) of the project cost. Per the adopted May 31, 2019, intergovernmental agreement (IGA) (#2 g. page 3 of 9) between the Town of Guadalupe and the State of Arizona, Department of Transportation, the Town is responsible for the difference between estimated and actual costs, if applicable. Concurrence and approval of this \$1,011,362 amount fulfills this IGA provision. Concurrence and approval of the payment authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this project.



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4. CLAIMS

Mayor Molina stated that this agenda item is for Council to take action to approve the check register for July 2021, totaling \$882,743.20.

In response to a question, Jeff Kulaga, Town Manager / Clerk, stated that staff periodically reviews contracts, services provided by vendors, and prices. If directed by Council, staff could conduct a more in-depth assessment of Town contracts and vendor policies. Dave Ledyard, Town Attorney, noted that generally, contracts are awarded to low bidders and their policies are not part of the contract assessment.

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

Councilmembers approved the check register for July 2021, totaling \$882,743.20.

H. TOWN MANAGERS' COMMENTS

Jeff Kulaga, Town Manager / Clerk

- Friday evening through early Monday morning, eastbound I-10 will be closed between State Route 51 and US 60.

I. COUNCILMEMBERS' COMMENTS

Councilmember Bravo

- Urged everyone to get vaccinated.
- Thanked the Pascua Yaqui Tribe for their support.
- Be safe.

Councilmember Osuna

- Thanked everyone for staying safe and checking on elders.
- Urged law enforcement to be more vigilant in traffic enforcement during school hours.

Councilmember Soto

- Thanked Public Works staff for the community clean-up after the storms.
- Wash hands, socially distance, and take care of elders and children.

Vice Mayor Vital

- Thanked the Pascua Yaqui Tribe for their support.
- Saturday, September 11, 2022 – vaccination clinic, open to everyone 12 years and older.
- Thanked staff for their work.

Mayor Molina

- Thanked staff for their work.



J. ADJOURNMENT

Motion by Vice Mayor Vital to adjourn the meeting; second by Councilmember Bravo. Motion passed unanimously on a voice vote 6-0.

The meeting was adjourned at 7:16 p.m.

Valerie Molina
Mayor

Valerie Molina, Mayor

Ricardo Vital
Vice Mayor

ATTEST:

Mary Bravo
Councilmember

Jeff Kulaga, Town Manager / Town Clerk

Gloria Cota
Councilmember

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the August 26, 2021, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Elvira Osuna
Councilmember

Jeff Kulaga, Town Manager / Town Clerk

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

Agendas/Minutes:
www.guadalupeaz.org

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

C2020-25A

**AMENDMENT NO. 1
TO THE
MEMORANDUM OF AGREEMENT
BETWEEN THE
PASCUA YAQUI TRIBE
AND
TOWN OF GUADALUPE, INC.**

This Amendment No. 1 is entered into by and between the Pascua Yaqui Tribe and the Town of Guadalupe, Inc., and amends the Memorandum of Agreement executed by the parties on or about August 27, 2021 (“MOA”).

The parties agree to amend Section 3 of the MOA by replacing it in its entirety with the following language:

3. **FUNDING.** On March 27, 2020, the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) was signed into law. The CARES Act was intended to provide expeditious emergency aid to individuals, families and businesses affected by the COVID-19 pandemic. The CARES Act established and funded the Coronavirus Relief Fund (the “CRF”), which included eight billion dollars for tribal governments to mitigate harm caused by the COVID-19 pandemic.

The CARES Act, codified in part as Section 601(d) of the Social Security Act, specifies the requirements for use of CRF funds. The Department of the Treasury has issued guidance on allowable uses of CRF funds (the “CARES Guidance”). Treasury’s CARES Guidance specifically authorizes recipient governments to transfer CRF funds to a local government if the transfer is necessary due to the COVID-19 public health emergency and the transferred funds are expended in accordance with Section 601(d) of the Social Security Act.

On March 11, 2021, the American Rescue Plan Act (“ARP Act”) was signed into law. The ARP Act was intended to provide increased aid to individuals, families, businesses, and governments affected by the COVID-19 pandemic. The ARP Act established and funded the Fiscal Recovery Fund (the “FRF”), which included nineteen (19) billion dollars for tribal governments to respond to the impact of COVID-19 and assist in efforts to contain COVID-19 in tribal communities, on tribal residents, and on tribal businesses.

The ARP Act, codified in part as Section 602(c) of the Social Security Act, specifies the requirements for the use of FRF funds. The Department of the Treasury has issued guidance on allowable uses of FRF funds (the “ARP Guidance”). Treasury’s ARP Guidance specifically authorizes recipient governments to transfer FRF funds to a government outside its boundaries for regional projects for which the recipient government can document that its jurisdiction receives a benefit proportionate to the amount contributed.

The PASCUA YAQUI TRIBE recognizes that the TOWN OF GUADALUPE incurred necessary expenditures due to the COVID-19 public health emergency that were not accounted for in the TOWN OF GUADALUPE's budget approved on March 27, 2020 and that necessary expenditures were incurred between March 1, 2020 and December 30, 2020; and recognizes that the TOWN OF GUADALUPE has incurred, and will continue to incur, necessary expenditures to respond to the public health emergency and its negative economic impacts, respond to workers performing essential work during the public health emergency, provide government services to the extent of the reduction of revenue due to the public health emergency, and to make necessary investments in certain infrastructure (the "Eligible COVID-19 Expenses"). The PASCUA YAQUI TRIBE also recognizes that the TOWN OF GUADALUPE has received certain federal assistance to respond to the COVID-19 public health emergency and neither Party intends to provide or receive duplicate assistance for COVID-19 public health emergency expenditures.

- a) The PASCUA YAQUI TRIBE agrees to:
1. Provide to the TOWN OF GUADALUPE \$2,002,000 in CRF funds for Eligible COVID-19 Expenses. The funding provided pursuant to this subsection is a governmental allocation of funds received by the PASCUA YAQUI TRIBE in accordance with Section 601(d) of the Social Security Act that is expected to be expended by the TOWN OF GUADALUPE in accordance with Attachment A.
 2. Provide the funding detailed in subsection 1 above as a necessary expenditure of the PASCUA YAQUI TRIBE to respond to the COVID-19 public health emergency.
 3. Provide to the TOWN OF GUADALUPE \$3,074,500 in FRF funds for Eligible COVID-19 expenses. The funding provided pursuant to this subsection is a governmental allocation of funds received by the PASCUA YAQUI TRIBE in accordance with Section 602(c) of the Social Security Act that is expected to be expended by the TOWN OF GUADALUPE in accordance with Attachment B.
 4. Provide the funding detailed in subsection 3 above as contribution to a regional project to respond to the COVID-19 public health emergency.
- b) The TOWN OF GUADALUPE agrees to:
1. Expend the funds transferred pursuant to this MOA in accordance with Attachments A and B, in a manner designed to ensure there is no duplication of funding.
 2. Confer with the PASCUA YAQUI TRIBE regarding any proposed deviation from the proposed expenditures itemized in Attachment A and Attachment B to ensure that all funds obtained from the PASCUA YAQUI TRIBE are expended for Eligible COVID-19 Expenses and in accordance with Sections 601(d) and 602(c) of the Social Security Act and the related CARES and ARP Guidance issued by the Department of Treasury.
 3. Disclose all other sources of CARES Act funding, ARP Act funding, and COVID-19 related funding received by the TOWN OF GUADALUPE from any other

government or governmental agency, along with the usage or allocation of such funding.

4. Provide a comprehensive report of the use of the CRF funds no later than December 1, 2020.
5. Return any unexpended/unappropriated/duplicated CRF funds to the PASCUA YAQUI TRIBE no later than December 5, 2020.
6. Provide annual reporting of the use of the FRF funds, and cooperate as necessary with the PASCUA YAQUI TRIBE so that the PASCUA YAQUI TRIBE can meet its reporting requirements under applicable law.
7. Provide a comprehensive report of the use of the FRF funds no later than December 1, 2026.
8. Return any unexpended/unappropriated/duplicated FRF funds no later than December 5, 2026.
9. Reimburse the PASCUA YAQUI TRIBE should the federal government seek recoupment of the CRF and/or FRF funds provided under this MOA.

(c) Both Parties agree to follow and adhere to additional ARP Guidance as it is published.

Except as set forth in this Amendment No. 1, all other terms and conditions remain intact and in full effect.

PASCUA YAQUI TRIBE

TOWN OF GUADALUPE

By: _____
Peter S. Yucupicio,
Chairman

By: _____
Valerie Molina, Mayor

Date: _____

Date: _____

ATTEST:

By: _____
Jeff Kulaga, Town Manager / Clerk

Approved as to Form:

Attorney General, Pascua Yaqui Tribe

Date: _____

David E. Ledyard, Esq.
FAITH, LEDYARD, & FAITH, PLC
Town Attorneys, Town of Guadalupe

Date: September 9, 2021

Town of Guadalupe -- August 25, 2021

		Approved
PTY Tribal Council Approved - PYT Resolution C08-247-21		
Priority 1:		FY22
1	Homeless Team / Homeless Medical Resources Partnership	\$325,000
2	COVID Safe Home Rehabilitation Assistance Program	\$296,961
3	COVID Care Box for Town Residences (1500 dwelling unit @ \$25)	\$50,000
4	COVID Safe Navidad en Guadalupe Community Event	\$64,000
5	COVID Remote access learning / town wide wifi / ASU & Amercian Indian Policy Institute	\$300,000
6	COVID Program Management and Coordination Contracted Staff	\$180,000
7	COVID Promotora Program	\$105,000
8	Town of Guadalupe firefighter salaries	\$693,539
9	Town of Guadalupe Public safety / MCSO salaries	\$325,000
10	MCSO Vaccine POD Security	\$30,000
11	Touchless restroom fixtures - all town facilities (\$1,000 per fixture w/ installation)	\$45,000
12	Firefighter SCBA cylinders and equipment	\$175,000
13	Firefighter replacement turnout / protection gear	\$85,000
14	Replacement Community Message Board / Marquee	\$75,000
15	COVID Safe Council Chambers renovation / remodel / acoustics / video upgrades	\$325,000
Priority 1: Total		\$3,074,500

Priority 2:		FY22
1	COVID Safe Beihn Park / Stottlemyre Park Restroom Rehab	\$0
2	COVID Safe Senior Center remodel for improved social distancing; front & rear patio, lawn	0
3	COVID Safe Library technology renovations / computer stations	0
4	COVID Safe Fire House Rebuild	\$0
Priority 2: Total		\$0

Priority 1 & 2: Total		\$3,074,500
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C2020-25
MEMORANDUM OF AGREEMENT
Between
THE PASCUA YAQUI TRIBE
and
TOWN OF GUADALUPE, ARIZONA

This MEMORANDUM OF AGREEMENT (“MOA”), is made and entered into by the PASCUA YAQUI TRIBE and the TOWN OF GUADALUPE (collectively, the “Parties”)

- WHEREAS,** the PASCUA YAQUI TRIBE is a federally recognized Indian tribe vested with the responsibility and authority to protect and promote the peace, health, safety and general welfare of the Pascua Yaqui people; and
- WHEREAS,** the TOWN OF GUADALUPE is an incorporated municipality located in Maricopa County, Arizona, empowered by Arizona Law to protect all residents, visitors and property owners within the town limits; and
- WHEREAS,** the community of Guadalupe is a traditional community of the PASCUA YAQUI TRIBE, wherein the PASCUA YAQUI TRIBE controls tribal housing projects and provides other services to its tribal members; and
- WHEREAS,** on March 11, 2020, the Governor of Arizona issued a statewide Declaration of Emergency and an Executive Order in response to the spread of the coronavirus in the state of Arizona; and
- WHEREAS** on March 13, 2020, the President of the United States declared the coronavirus outbreak a national emergency; and
- WHEREAS,** the Maricopa County Public Health Control reported the coronavirus case rate for the TOWN OF GUADALUPE to be over 4.6 times the rest of Maricopa County, as of June 10, 2020; and
- WHEREAS,** the TOWN OF GUADALUPE has established a COVID19 Guadalupe Community Response and Resource Team to provide wrap around services to the TOWN OF GUADALUPE residents in an effort to reduce the spread of the virus, to provide resources to the TOWN OF GUADALUPE residents, to assist in recovery efforts, and inform and educate the residents of the TOWN OF GUADALUPE; and
- WHEREAS,** the PASCUA YAQUI TRIBE is a participant on the COVID19 Guadalupe Community Response and Resource Team; and
- WHEREAS,** the PASCUA YAQUI TRIBE and the TOWN OF GUADALUPE agree that it would be mutually beneficial for both parties to enter into a formal agreement to provide mutual cooperation and support in addressing the coronavirus (COVID-19) outbreak within the TOWN OF GUADALUPE; and
- WHEREAS,** the TOWN OF GUADALUPE is a small municipality with high population density, and it is not feasible or responsible to deliver coronavirus related services and assistance to only a portion of the population of the TOWN OF GUADALUPE and; and

WHEREAS, the PASCUA YAQUI TRIBE has made a determination as a sovereign government that it is necessary for the PASCUA YAQUI TRIBE to provide assistance to the TOWN OF GUADALUPE pursuant to the terms of the MOA.

NOW, THEREFORE, in consideration of the mutual promises and representations set forth in this MOA, THE PASCUA YAQUI TRIBE and the TOWN OF GUADALUPE mutually agree as follows:

1. JOINT RESPONSIBILITIES. Both Parties shall:

- (a) Identify a Public Information Officer (PIO) who will assist in the development and dissemination of timely and accurate public health announcements and updated information on the COVID-19 outbreak and response within the TOWN OF GUADALUPE;
- (b) Support and assist the COVID19 Guadalupe Community Response and Resource Team in its implementation of containment, response and recovery activities;
- (c) Provide Personal Protective Equipment (PPE) and other safety equipment or supplies, as necessary or needed; and
- (d) Bear all reasonably necessary operational expenses incurred responding to the COVID-19 pandemic, subject to reimbursement from the Federal Emergency Management Agency (FEMA) or other applicable funding source(s) to which the either the TOWN OF GUADALUPE or the PASCUA YAQUI TRIBE would be entitled.

2. DATA COLLECTION AND SHARING. The PASCUA YAQUI TRIBE acknowledges and agrees to:

- a) Provide the TOWN OF GUADALUPE with weekly and monthly aggregate counts of confirmed COVID-19 cases reported for tribal members residing within the exterior corporate limits of the TOWN OF GUADALUPE.
- b) Permit the TOWN OF GUADALUPE to analyze and use the tribal COVID-19 case data (aggregate) provided and other pertinent information that the TOWN OF GUADALUPE already has access to (i.e. Maricopa County Daily Data Reports) to deploy resources and/or implement community mitigation measures to reduce community spread.

3. FUNDING. On March 27, 2020, the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act") was signed into law. The CARES Act was intended to provide expeditious emergency aid to individuals, families and businesses affected by the COVID-19 pandemic. The CARES Act established and funded the Coronavirus Relief Fund (the "CRF"), which included eight billion dollars for tribal governments to mitigate harm caused by the COVID-19 pandemic.

The CARES Act, codified in part as Section 601(d) of the Social Security Act, specifies the requirements for use of CRF funds. The Department of the Treasury has issued guidance on allowable uses of CRF funds (the "Guidance"). Treasury's Guidance specifically authorizes recipient governments to transfer CRF funds to a local government if the transfer is necessary due to the COVID-19 public health emergency and the transferred funds are expended in accordance with Section 601(d) of the Social Security Act.

The PASCUA YAQUI TRIBE recognizes that the TOWN OF GUADALUPE has, and will continue to, incur necessary expenditures due to the COVID-19 public health emergency that were not accounted for in the TOWN OF GUADALUPE'S budget most recently approved as of March 27, 2020 and that necessary expenditures were or will be incurred between March 1, 2020 and December 30, 2020 (the "Eligible COVID-

19 Expenses"). The PASCUA YAQUI TRIBE also recognizes that the TOWN OF GUADALUPE has received certain federal assistance to respond to the COVID-19 public health emergency and neither Party intends to provide or receive duplicate assistance for COVID-19 public health emergency expenditures.

a) The PASCUA YAQUI TRIBE agrees to:

1. Provide to the TOWN OF GUADALUPE \$2,002,000 in Coronavirus Relief Funds for Eligible COVID-19 Expenses. The funding provided pursuant to this MOA is a governmental allocation of funds received by the PASCUA YAQUI TRIBE in accordance with Section 601(d) of the Social Security Act that is expected to be expended by the TOWN OF GUADALUPE in accordance with Attachment A.
2. Provide the funding detailed in section 1 above as a necessary expenditure of the PASCUA YAQUI TRIBE to respond to the COVID-19 public health emergency.

b) The TOWN OF GUADALUPE agrees to:

1. Expend the funds transferred pursuant to this MOA in accordance with Attachment A, in a manner designed to insure there is no duplication of funding.
2. Confer with the PASCUA YAQUI TRIBE regarding any proposed deviation from the proposed expenditures itemized on Attachment A to insure that all funds obtained from the PASCUA YAQUI TRIBE are expended for Eligible Expenses and in accordance with Section 601(d) of the Social Security Act and the related guidance published by the Department of Treasury.
3. Disclose all other sources of CARES Act funding and COVID-19 related funding received by the TOWN OF GUADALUPE from any other government or governmental agency, along with the usage or allocation of such funding.
4. Provide a comprehensive report of the use of the funds no later than December 1, 2020.
5. Return any unexpended/unappropriated/duplicated funds to the PASCUA YAQUI TRIBE no later than December 5, 2020.

4. **DESIGNATED POINTS OF CONTACT.** The designated Points of Contact (POC) for the PASCUA YAQUI TRIBE and the TOWN OF GUADALUPE shall be:

PASCUA YAQUI TRIBE Primary POC:

Name: Reuben T. Howard
Title: Executive Health Director
Office: (520) 879-6000
Email: reuben.howard@pascuayaqui-nsn.gov

PASCUA YAQUI TRIBE Secondary POC:

Name: Peter S. Yucupicio
Title: Chairman
Office: (520) 883-5007
Email: Peter.S.Yucupicio@pascuayaqui-nsn.gov

TOWN OF GUADALUPE Primary POC:

Name: Jeff Kulaga
Title: Town Manager/ Clerk
Office: (480) 730-3080
Email: jkulaga@guadalupeaz.org

TOWN OF GUADALUPE Secondary POC:


Name/Position: Valerie Molina
Title: Mayor
Office: (480) 730-3080
Email: vmolina@guadalupeaz.org

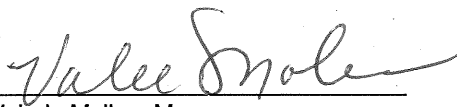
5. **COSTS AND EXPENSES.** To the degree possible, each Party shall within their lawful method of financing provide for the payment of any costs and expenses associated with carrying out their responsibilities under this MOA. The TOWN OF GUADALUPE reserves the right to request financial assistance from the PASCUA YAQUI TRIBE.
6. **NON-BINDING.** The Parties understand their participation under this MOA is not legally binding or enforceable and is merely intended as a vehicle to provide for mutual support and cooperation between the Parties, and that is subject to the availability of resources and in accordance with applicable laws, regulations and policies.
7. **AGREEMENT INTERPRETATION.** Nothing in this MOA shall require the TOWN OF GUADALUPE to waive any of its authority as an incorporated municipality nor shall the PASCUA YAQUI TRIBE be required to waive its tribal sovereignty where such sovereignty is applicable.
8. **TERMINATION.** Any party to this MOA may terminate their participation with 30 days written notice to the other Party.
9. **AMENDMENT.** The terms of this MOA may be amended by a mutually agreed upon written Amendment, signed by both Parties. A copy of the fully executed Amendment will be fully incorporated into this MOA and made a part hereof.
10. **EFFECTIVE PERIOD.** The period of this MOA will become effective when all appropriate signatures below are provided. This means mutual consent is of both Parties. Either Party may request a review of the MOA at any time, if so desired. This MOA will remain in good standing for a period of one year after signature.
11. **TOTAL AGREEMENT.** This MOA constitutes the total agreement between the Parties. No promises, terms, or conditions that have not been expressly recited or incorporated herein shall be binding upon either of the Parties.
12. **AUTHORITY.** The signatories affirm that they have the authority to bind their respective Parties to this MOA.

IN WITNESS WHEREOF, the Parties hereto agree to carry out the provisions of this MOA.

PASCUA YAQUI TRIBE

TOWN OF GUADALUPE

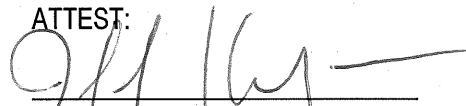
By: 
Peter S. Yucupicio, Chairman

By: 
Valerie Molina, Mayor


Date: 8/27/2020

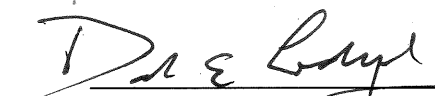
Date: August 13, 2020

ATTEST:


Jeff Kulaga, Town Manager / Clerk

Approved as to Form:


Attorney General, Pascua Yaqui Tribe


David E. Ledyard, Town Attorney
Town of Guadalupe

Date: 8/27/2020

Date: August 13, 2020

Attachment A

TOWN OF GUADALUPE REQUESTED RESOURCES FOR COVID19 RELIEF & RESPONSE SERVICES		11-Aug-20
COVID19 Public Safety, Service, Operations and Facility needs		Requested Amounts
1	Convert Part Time CAP Staffer to Full Time due to increased need by community due to COVID 19	\$30,000
2	CAP Services: Part Time COVID 19 resources Delivery Driver - emergency and Elder food boxes	\$15,000
3	CAP Services: 4 part time workers for Tuesday food box distribution due COVID19 increased need	\$15,000
4	Town of Guadalupe Business and Resident distribution COVID-19 PPE supplies	\$20,000
5	CAP Services: Additional Supplemental Food Box i.e. protein, dairy, rice, beans, traditional foods for Covid 19 Clients	\$20,000
6	CAP Services: Purchase box truck / van for food box delivery	\$20,000
7	Covid -19 Educational material, Social Distancing Markings for all Town buildings, Covid -19 signage	\$15,000
8	Technology upgrade within Town buildings to conduct safe meetings and remote work from home needs	\$125,000
9	Cleaning Stations at all town buildings and disinfecting of town buildings	\$15,000
10	Water for Covid response team to disburse homeless and homebound	\$5,000
11	Contracted Staff to assist with COVID coordination (homeless resource mgr.; eng. project mgr.; finance mgr.)	\$90,000
12	Air Purifiers / Ionizers for Town Buildings and Fire Safety Vehicles	\$12,000
13	CAP building expansion for increased food box & rental/utility asst. needs (design, eng., construction)	\$380,000
14	Industrial Freezer/Fridge for CAP Office for additional food storage for increased need due to COVID19	\$10,000
15	Public Safety Contractual Expenses (march - december)	\$1,000,000
16	Industrial Washer & Dryer for sanitizing uniforms for Fire Dept. after response to COVID positive calls	\$25,000
17	Heart Monitors for Fire Department	\$60,000
18	Increase positions from Part-time to Full Time for 2 Promotoras through end of year.	\$40,000
19	Town Hall Front Service Desk COVID19 Safety Fortification (design, eng., construction)	\$85,000
20	Promotora COVID vehicle for homebound delivery, welfare checks, PPE delivery	\$20,000
TOTAL REQUESTED RESOURCES		\$2,002,000

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT (“Agreement”) is made and entered into this 9th day of September, 2021, by and between the Town of Guadalupe, Arizona (the “Town”), and Interim Public Management, LLC, an Arizona limited liability company (“IPM”), for IPM to provide the Town various professional executive-level consultants on an as-needed basis.

WHEREAS, the Town desires to retain IPM to furnish professional services and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and exhibits, which are appended hereto by mutual agreement of the parties; and

WHEREAS, in procuring these services, the Town has complied with the procedures set forth in the Town of Guadalupe Town Code and is utilizing the City of Phoenix, Arizona’s Cooperative Use of Contract # 153646-0 (the “Phoenix Contract”);

NOW, THEREFORE, the Town agrees to retain and does hereby retain IPM, and IPM agrees to provide the services required, all according to the terms and conditions and for the consideration hereinafter set forth:

1. IPM’S DUTIES: IPM agrees to provide various executive-level consultants on an as-needed basis to perform services (“Services”) as more specifically set forth in lettered Exhibits to be attached hereto from time to time, each of which will be incorporated into this Agreement by reference hereto. For each engagement entered into hereunder, a description of the Services to be provided, the expected start date, fees and expenses, and other details regarding the Services shall be set forth in the relevant Exhibit to this Agreement signed by the Town Manager and IPM. Each of the individuals to be provided by IPM to perform Services shall be referred to herein as a “Consultant” and collectively as “Consultants.”

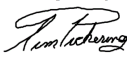
2. TERMS AND CONDITIONS: Town and IPM hereby agree that all Services provided hereunder shall be subject to the terms and conditions of the applicable Exhibit and the terms and conditions of the attached Phoenix Contract, provided that in the event of a conflict between the two, the terms and conditions of the applicable Exhibit shall prevail.

3. TERMINATION OF PREVIOUS CONTRACT: The Contract between the Town and IPM dated September 1, 2020 utilizing the Maricopa Contract is hereby terminated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

IPM:

Interim Public Management, LLC, an
Arizona limited liability company

DocuSigned by:

35E943D4FE5D40F

Tim Pickering, President

TOWN OF GUADALUPE

By: Jeff Kulaga, Town Manager

**EXHIBIT A
TO CONTRACTOR AGREEMENT**

Effective Date: September 9th, 2021

Client: Town of Guadalupe, Arizona

Services: Interim Community Action Program (CAP) Consultant

Expected Commencement Date for Engagement: September 10th, 2021

Expected Delivery of Services: Five days per week, Monday through Friday.

Fees: Town shall pay to IPM the Fees set forth below, in consideration of the Services rendered by IPM hereunder:

<u>Services Fees:</u>	The Town shall pay IPM the following fee for each week during the term of the agreement which the Interim CAP Consultant provides services to the Town: \$3,995 per week, Monday through Friday work week.
<u>Expense Fees:</u>	In addition, the Town shall pay IPM actual cost for business-related mileage at IRS standard rates reasonably related to the performance of the Services to the Client.

With respect to Services for this Exhibit provided by IPM, including Services of the CEO, the weekly Services and Expense Fees set forth above shall apply and will increase by five percent as of July 1, 2022 and annually thereafter. Services Fees may be prorated by IPM as appropriate. If the Town expressly approves or requests that a Consultant work overtime hours, and if IPM is required to pay such Consultant overtime rates for such work, the Town hereby agrees that the rate payable for such Consultant with respect to overtime hours shall be 1.5 times the Services Fees rates set forth above.

Term of Exhibit: This Exhibit shall commence upon its Commencement Date set forth above and shall continue until March 10, 2022 until terminated as permitted hereunder and the Town can extend the terms of this Exhibit A for an additional six-months with concurrence by IPM. After March 10, 2022, this Exhibit may be terminated (a) by either party without cause by providing the other party 30 days' prior written notice of termination; or (b) by either party with cause by providing the other party at least 15 days' prior written notice of termination for cause, provided that if the party giving such notice agrees that such cause has been cured during the first seven days of such notice period then such notice of termination shall have no force or effect. Should the Town terminate the agreement without cause before March 10, 2022, the Town agrees to pay to IPM as a termination fee and not as a penalty 50% of the Services Fee set forth above for each week remaining between the date of the City's early termination and March 10, 2022.

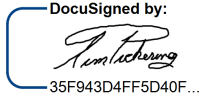
IN WITNESS WHEREOF the parties have executed this Exhibit A, effective on the Effective Date described above.

City: Town of Guadalupe

By: Jeff Kulaga, Town Manager

Date

Agreed to and accepted by Interim Public Management, LLC:

By:  8/25/2021
35F943D4FF5D40F...

Tim Pickering, CEO

Date

**C2021-54A
EXHIBIT B
TO CONTRACTOR AGREEMENT
BETWEEN THE PARTIES DATED SEPTEMBER 9, 2021**

Effective Date: September 9, 2021

Client: Town of Guadalupe, Arizona

Services: Interim Covid Project Manager Consultant

Expected Commencement Date for Engagement: September 14, 2021

Expected Delivery of Services: Two-10 days per week, typically Tuesday and Wednesday, on and off-site.

Fees: Town shall pay to IPM the Fees set forth below, in consideration of the Services rendered by IPM hereunder:

<u>Services Fees:</u>	The Town shall pay IPM the following fee for each week during the term of the agreement which the Interim Covid Consultant provides services to the Town: \$2,100 per week, Tuesday through Wednesday work week.
<u>Expense Fees:</u>	In addition, the Town shall pay IPM actual cost for business-related mileage at IRS standard rates reasonably related to the performance of the Services to the Client.

With respect to Services for this Exhibit provided by IPM, including Services of the CEO, the weekly Services and Expense Fees set forth above shall apply and will increase by five percent as of July 1, 2022 and annually thereafter. Services Fees may be prorated by IPM as appropriate. If the Town expressly approves or requests that a Consultant work overtime hours, and if IPM is required to pay such Consultant overtime rates for such work, the Town hereby agrees that the rate payable for such Consultant with respect to overtime hours shall be 1.5 times the Services Fees rates set forth above.

Term of Exhibit: This Exhibit shall commence upon its Commencement Date set forth above and shall continue until March 10, 2022 until terminated as permitted hereunder and the Town can extend the terms of this Exhibit A for an additional six-months with concurrence by IPM. After March 10, 2022, this Exhibit may be terminated (a) by either party without cause by providing the other party 30 days' prior written notice of termination; or (b) by either party with cause by providing the other party at least 15 days' prior written notice of termination for cause, provided that if the party giving such notice agrees that such cause has been cured during the first seven days of such notice period then such notice of termination shall have no force or effect. Should the Town terminate the agreement without cause before March 10, 2022, the Town agrees to pay to IPM as a termination fee and not as a penalty 50% of the Services Fee

p 602.957.1155 | 7878 North 16th Street, Suite 300
f 602.957.2838 | Phoenix, AZ 85020

dibblecorp.com

August 31, 2021

Town of Guadalupe
9241 S. Avenida Del Yaqui
Guadalupe, AZ 85283
C2021-56

Attn: Jeff Kulaga, Town Manager / Clerk

**RE: Calle Vaou Nawi Pedestrian Improvements
Scope of Work and Fee Proposal**

Dear Mr. Kulaga:

Thank you for the opportunity to work with the Town on the **Calle Vaou Nawi Pedestrian Improvements** project. Please find enclosed herewith the scope of work and fee proposal based on our understanding from scoping discussions with the City.


The scope of this project includes installing new curb, gutter, and sidewalk on the east side of Calle Vaou Nawi from Calle Guadalupe to approximately 400 feet south of Calle Guadalupe. The elements and tasks of this project are described in detail within the attached Scope of Work. Dibble will complete the services described herein for a **lump sum fee** as summarized below:

Base Fee for Design	\$44,026.00
Allowance: Subsurface Utility Exploration (2) ... \$	2,600.00
<u>Allowance: Constr Mgmt & Inspection</u>	<u>\$ 24,000.00</u>
Allowance Amount	\$ 26,600.00
Total Contract Amount	\$70,626.00

Dibble is prepared to start work immediately on this project upon receipt of a Notice to Proceed. We are excited to continue our working relationship with the Town on this project! Please contact us at your convenience with any questions regarding the enclosed documents.

Regards,


Paul Balch, PE
Project Manager
Dibble


Andrew J. Spear, P.E.
Vice President
Dibble

Enclosures



Town of Guadalupe

Calle Vaou Nawi Pedestrian Improvements

SCOPE OF WORK

August 20, 2021

Project Description

The Town of Guadalupe would like to install new curb, gutter, and sidewalk for pedestrian improvements on the east side of Calle Vaou Nawi from Calle Guadalupe to approximately 400 feet south of Calle Guadalupe. The project location, as shown in Exhibit A, is within the Town of Guadalupe in Maricopa County, Arizona.

Dibble will provide engineering, design, and project management services to prepare final construction documents for this roadway improvement. It is anticipated this is a design-bid-build project.

Design Standards

The project improvements will be designed in accordance with the following standards and guidelines:

- Maricopa Association of Governments (MAG), *Uniform Standard Specifications for Public Works Construction, 2021*
- MAG, *Uniform Standard Details for Public Works Construction, 2021*
- Arizona Department of Transportation (ADOT), *Standard Specifications for Road and Bridge Construction, 2021*
- ADOT, *Traffic Guidelines and Processes (TGP)*, Latest Edition
- ADOT, *Signing & Marking Standard Drawings*, Latest Edition
- Federal Highway Administration, *Manual on Uniform Traffic Control Devices (MUTCD)*, 2009 Edition (Revisions 1 & 2, including Arizona Supplements)

Billing and Compensation:

This project will be billed on a lump sum basis. Dibble will send monthly invoices to the Town showing the following information:

1. Summary of previous billings, current fee due and the total amount of the invoice (including Dibble sub-consultants)
2. Summary of work tasks completed during current billing period

Scope of Services

Task 1: Survey and Base Mapping

Dibble will collect and review available information pertinent to the design of this project. If available, it is assumed the Town will provide previous project plans, plat information, and CAD files.

Task 1.1: Control and Field Survey

Dibble will provide ground survey to establish horizontal and vertical control throughout the project limits. The survey data will be provided in ground coordinates that are tied to state plane coordinates in North American Datum of 1983 (NAD '83) 1992 epoch, Arizona Central Zone. The mapping and survey information will be collected utilizing the North American Vertical Datum of 1988 (NAVD '88), International Foot.

As part of preparing legal descriptions and exhibits for the parcels on the east side of the roadway, Dibble has already identified and located by survey measurement pertinent section corners, quarter section corners, and other existing monuments necessary to delineate the existing right-of-way and right-of-way acquisitions. Dibble will prepare a survey control sheet sealed by an Arizona Registered Land Surveyor (RLS).

Conventional field survey that is required will include horizontal and vertical locations of the existing roadway, fence, gates, driveways, and other features within the project limits. Curbs, driveways, and sidewalks will be located at match points. Cross sectional survey data of the existing roadway will be collected at 50-foot intervals. Surface features for utility infrastructure will be located and included in the mapping.

Task 1.2: Right-of-Way Base Mapping

Dibble will create an existing right-of-way base map within the project limits. Existing right-of-way research will be limited to the Maricopa County Assessor's website and Maricopa County Recorder records available via that website. New right-of-way is not anticipated with this project.

Task 1.3: Utility Base Mapping

Dibble will contact Arizona811 to determine a list of utility companies within the project limits. Requests for mapping will be sent to each of these companies to obtain quarter section maps and record drawings. The data from maps and record drawings will be used to create an existing utility base map.

Task 1.4: Site Visit

In addition to the field survey, a site visit will be performed by Dibble, accompanied by Town representatives if desired, to confirm existing conditions.

TASK 2: DESIGN PHASE

Task 2.1: Roadway Design

Dibble will provide roadway design for new curb, gutter, and sidewalk along the east side of Calle Vaou Nawi from Calle Guadalupe to approximately 400 feet south. The existing roadway currently provides one lane of travel in each direction. Dibble will evaluate potentially narrowing the travel lanes to be able to accommodate the proposed frontage improvements. It is assumed that the 2-foot sawcut of existing pavement will be replaced with 3" of AC on 6" of aggregate base. No geotechnical investigation or pavement design is included in this scope of work.

There is an existing mailbox that will need to be addressed with this project, as it is in conflict with the proposed improvements. Dibble will coordinate with the United States Postal Service to address that item.

Task 2.2: Drainage Design

Dibble will evaluate the impacts of the existing pavement drainage within the project limits due to the addition of curb and gutter along the east side of the roadway. Surface drainage scuppers and a roadside ditch to collect pavement sheet flow will be designed. No hydrologic or hydraulic calculations to model the existing or proposed conditions will be performed with this project.

TASK 3: UTILITY COORDINATION

Dibble will coordinate with utility providers reporting facilities within the project limits. Utility providers that appear on the AZ811 ticket include:

- City of Tempe..... Sewer, Water
- Cox Communications CATV, Fiber Optic
- CenturyLink Coaxial, Fiber Optic
- El Paso Natural Gas Gas
- MCI (Verizon) Fiber Optic
- Pauley Construction..... Communications, Fiber Optic
- Salt River Project Communications, Electric, Fiber Optics, Irrigation
- Southwest Gas Gas
- Zayo Group Communications, Fiber Optics

Dibble will submit the design plans to each utility provider reporting facilities in the project limits for review at the 90% and 100% stage submittals. Dibble will provide the Town with copies of the utility clearance review responses. Based on initial design development activities, Dibble does not anticipate any conflicts due to the project improvements except for a power pole discussed in Task 3.1 and fire hydrant discussed in Task 3.2. In the event conflicts with the proposed design are found, Dibble will coordinate directly with each company, coordinate proposed design features, review conflict relocation plans, and incorporate relocations plans into the construction documents. No meetings are included with utility providers as part of this task, except as discussed in Tasks 3.1 and 3.2.

Task 3.1: SRP Coordination

There is an existing SRP distribution power pole providing power to the parcels on the east side of Calle Vaou Nawi within the project limits that is in conflict with the proposed roadway improvements. Dibble will provide coordination with SRP on the following elements:

- Conduct up to 2 meetings with various departments within SRP. Departments include Distribution, Construction, and Land Agent.
- Provide preliminary roadway design and geometrics during the design development.
- Provide exhibits, as necessary, to facilitate coordination.
- Correspond on a regular basis with the project contacts in the appropriate departments.
- Obtain roadway, drainage, utility, traffic signal and lighting design guidelines for work in close proximity to power facilities.
- Provide finish grade elevations.

It is assumed SRP will provide the Town and Dibble with information on existing SRP right-of-way documents.

Task 3.2: City of Tempe Coordination

There is an existing fire hydrant that is in conflict with the proposed roadway improvements. Dibble will provide coordination with the City of Tempe on the following elements:

- Conduct up to 2 meetings with the City of Tempe.

- Provide preliminary roadway design and geometrics during the design development.
- Provide exhibits, as necessary, to facilitate coordination.
- Correspond on a regular basis with the City contacts.
- Provide finish grade elevations.

TASK 4: CONSTRUCTION DOCUMENTS

Dibble will prepare construction plans, specifications, and Engineer’s Opinion of Probable Construction Cost (EOPCC) for the project in accordance with ADOT and MAG standards. The project base files will be produced in AutoCAD format.

Task 4.1: 90% Design Submittal

The 90% design submittal will include design development of the roadway and basin sheets. Technical Specifications and a draft Engineer’s Opinion of Probable Construction Cost will also be developed and provided.

Task 4.2: 100% Design Submittal

The final, sealed design documents will be prepared that incorporate the 90% Town comments. The final submittal will include half and full-size plans, Engineer’s Opinion of Probable Construction Cost, Technical Specifications, and an electronic CD containing all deliverables in PDF format as well as AutoCAD base and sheet files.

The anticipated plan sheets are included below:

Description	No. of Sheets
Cover Sheet	1
Legend & Abbreviations Sheet	1
General Notes Sheet	1
Survey Control Sheet	1
Typical Section / Pavement Section	1
Roadway/Drainage Details Sheet	1
Roadway Profile / Plan Sheet	1
Total	7

Task 4.3: Project Specifications

Technical Specifications will be prepared in MAG format for items not adequately addressed by ADOT or MAG Standard Specifications.

Task 4.4: Engineer’s Opinion of Probable Construction Cost

An Engineer’s Opinion of Probable Construction Costs (EOPCC) will be prepared at the design submittal phase. The EOPCC will be developed based on current and historic bid prices for comparable work tasks.

TASK 5: PROJECT MANAGEMENT AND COORDINATION

Dibble’s Project Manager will be knowledgeable of the project and have responsible charge of the progress of each phase of the project. The Project Manager will be the point of contact for the Town and will keep the Town informed of all coordination with outside agencies and other affected parties. The Project Manager will be responsible for administrative issues, technical direction of the work, scheduling, and budgetary oversight for the project as well as coordination and reporting with the Town Manager.

Task 5.1: Project Coordination

Project coordination will include regular telephone conversations and electronic and written correspondence with the Town, as well as coordination with project stakeholders and the internal design team. Accounting and invoicing for this project are included under this task.

Task 5.2: Project Meetings

In addition to miscellaneous coordination meetings with the design team and various stakeholders, Dibble’s Project Manager and Project Engineer will attend, generate, and distribute notes (when appropriate) for the following meetings to be held with the Town.

- Project Site Visit/Kickoff Meeting
- 90% Comment Resolution Meeting

Task 5.3: Project Schedule

Prior to commencing any design work, Dibble’s Project Manager and the Town Manager will meet to determine the project schedule. The following preliminary schedule has been developed based on past experience and is indexed to the notice to proceed (NTP) date:

ANTICIPATED SCHEDULE:

Survey/Base Mapping	NTP + 4 Weeks
90% Design Submittal	NTP + 8 Weeks
Town Review Period	NTP + 11 Weeks
Final Submittal	NTP + 14 Weeks

Task 5.4: Quality Control

Dibble’s Project Manager will be responsible for ensuring that Dibble’s internal Quality Control Program is followed for this project, including review and oversight by the QA/QC Reviewer. In addition, senior engineering staff, not part of the regular design effort, will independently review the design for conformance to design standards, constructability, and quality at each design progress level prior to submittal to the Town.

Task 6: Project Bidding & Award

Dibble will prepare a complete bid package for the new roadway and basin improvements. Dibble will also prepare the advertisement for bids, responding to potential bidder questions, preparing and issuing amendments and conducting the pre-bid meeting and the bid opening. Dibble will review all bids and provide the Town with a recommendation for award. It is assumed the Town staff will provide notice of the project advertisement.

ALLOWANCES

Allowances will only be used with prior written authorization from the Town Manager. All allowances will be tracked and identified separately on invoices. The following allowances are proposed as part of this contract to cover the costs associated with work that may be required during the design or construction phase of the project:

A1: Subsurface Utility Exploration

Dibble shall utilize a qualified subconsultant to perform utility potholing services. Utility pothole list will be developed by Dibble and approved by the Town prior to authorization of potholing activities. Utility potholing subconsultant shall be responsible for survey layout, pothole excavation, backfilling with native material, patching with cold patch, traffic control and permitting. Potholes are included as an allowance to this contract and will be paid for at

the unit rate for all potholes excavated, including dry holes. It is estimated that 2 potholes might be required for the project.

A2: Construction Management and Inspection Services

Dibble will provide construction management and inspection services for the construction of the project. This task will consist of Construction Administration, Inspection Services, and Project Close out.

Clarifications/Exclusions

The work listed below is specifically excluded from this scope of work, but can be added to the contract for an additional fee to be negotiated should the Town elect to do so:

- Traffic Analysis / Study
- Geotechnical Investigation / Pavement Design
- Street Light Design
- Hydrology Evaluation
- Landscape / Irrigation Design
- Utility Design, Relocation or Potholes
- SWPPP
- Public Outreach / Public Involvement
- Title Reports, Right-of-Way Appraisals or Acquisition
- Right-of-Way and / or Easement Staking
- Construction Staking
- As-built Survey / Record Drawing Preparation
- Permit Fees

Exhibit A on following page.



Dibble Design Staff Hours and Fee By Task										
Dibble Billing Rates (2019)		\$ 200.00	\$ 165.00	\$ 134.00	\$ 138.00	\$ 179.00	\$ 190.00	\$ 130.00		
	Task	Senior Project Manager	Project Engineer (PE)	Assistant Project Engineer (EIT)	Senior Technician	Registered Land Surveyor (RLS)	Survey Crew (2-Man, GPS/Robotic)	Construction Inspector	Total Staff Hours	Total Fee
1	Survey and Base Mapping									
1.1	Control and Field Survey				8	7	10		25	\$ 4,257
1.2	Right-of-Way Base Mapping		1		2	2			5	\$ 799
1.3	Utility Base Mapping		2	6	2				10	\$ 1,410
1.4	Site Visit	4	4						8	\$ 1,460
2	Design Phase									
2.1	Roadway Design	2	12	24					38	\$ 5,596
2.2	Drainage Design	2	4	16					22	\$ 3,204
3	Utility Coordination		2	4					6	\$ 866
2.1	SRP Coordination	6	12						18	\$ 3,180
2.2	City of Tempe Coordination	4	6						10	\$ 1,790
4	Construction Documents									
4.1	90% Design Submittal	2	4	8	20				34	\$ 4,892
4.2	100% Design Submittal	1	2	4	12				19	\$ 2,722
4.3	Project Specifications	4	2						6	\$ 1,130
4.4	Engineer's Opinion of Probable Construction Cost	1	2	4					7	\$ 1,066
5	Project Management and Coordination									
5.1	Project Coordination	6	4						10	\$ 1,860
5.2	Project Meetings (2 External, 2 Internal)	8	8	2	2				20	\$ 3,464
5.3	Project Schedule		2						2	\$ 330
5.4	Quality Control	10							10	\$ 2,000
6	Project Bidding & Award	20							20	\$ 4,000
	Total Hours	70	67	68	46	9	10		270	
	Total Base Contract Fee (Lump Sum)	\$ 14,000	\$ 11,055	\$ 9,112	\$ 6,348	\$ 1,611	\$ 1,900	\$ -		\$ 44,026

Allowances										
	Task	Senior Project Manager	Project Engineer (PE)	Assistant Project Engineer (EIT)	Senior Technician	Registered Land Surveyor (RLS)	Survey Crew (2-Man, GPS/Robotic)	Construction Inspector	Total Staff Hours	Total Fee
A1	Subsurface Utility Exploration (2)									\$ 2,600
A2	Construction Management and Inspection Services	16						160	176	\$ 24,000
	Total Hours	16						160	176	
	Total Allowance	\$ 3,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,800		\$ 26,600

Fee Summary	
Base Fee	\$ 44,026.00
Allowances	\$ 26,600.00
Total Fee	\$ 70,626.00

RESOLUTION NO. R2021.21

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING THE PURCHASE OF PRIVATE PROPERTY FOR THE PURPOSED OF ESTABLISHING PUBLIC RIGHT OF WAY AND INSTALLING A SIDEWALK, CURB, GUTTER AND STREETLIGHT ON CALLE VAOU NAWI FROM CALLE GUADALUPE FOR A DISTANCE OF 422 FEET SOUTH OF CALLE GUADALUPE.

BE IT HEREBY RESOLVED by the Mayor and Common Council of the Town of Guadalupe, Arizona (hereafter the "Town") that:

WHEREAS, there is an on-going need for improved streets and sidewalks in the Town; and

WHEREAS, the east side Calle Vaou Nawi south of Calle Guadalupe presently does not include sidewalk, curb and gutter; and

WHEREAS, the acquisition and purchase of 4,229 square feet of private land provides the needed right of way to construct a sidewalk, curb, and gutter for a distance of approximately 422 linear feet along the east side of Calle Vaou Nawi south of Calle Guadalupe; and

WHEREAS, the acquisition and purchase of property and the construction of a sidewalk, curb, and gutter, and the installation of a streetlight will improve pedestrian safety along this segment of Calle Vaou Nawi; and

WHEREAS, the appraised market value of the 4,229 square feet of private land is \$27,000; and

WHEREAS, the property owner of 5911 East Calle Guadalupe, APN 301-44-002B; 9215 South Calle Vaou Nawi, APN 301-44-001 and APN 301-44-004, Ebbie LLC and Jordan Land LLC, has offered to sell the property as set forth in Exhibit A, for the price of \$27,000.

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

1. Approves the purchase of the private property described in Exhibit A for the sum of \$27,000. Said property located at 5911 East Calle Guadalupe, APN 301-44-002B and 9215 South Calle Vaou Nawi, APN 301-44-001 and APN 301-44-004 shall become public right of way where a sidewalk, curb, and gutter will be constructed, and a streetlight will be installed.
2. The Mayor of Guadalupe is authorized to sign any and all documents necessary for the furtherance of the sale and construction of said lots.

PASSED by the Town Council of the Town Guadalupe, Arizona, this 9th day of September, 2021.

Valerie Molina, Mayor

ATTEST:

Approved as to Form:

Jeff Kulaga
Town Manager/Clerk

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH, PLC
Town Attorneys

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

The South one-half of Lot 1, RANCHITOS PLACE, according to Book 31 of Maps, Page 37, records of Maricopa County, Arizona.

PARCEL 2:

That part of Lot 2, RANCHITOS PLACE, according Book 31 of Maps, Page 37, records of Maricopa County, Arizona, described as follows:

BEGINNING at the Northwest corner of said Lot 2;

Thence East along the North line of Lot 2, 484.93 feet to the Northeast corner thereof;

Thence South 11 degrees, 12 minutes East, along the Easterly line, 131.00 feet;

Thence Southwesterly to a point on the West line of Lot 2 which 144 ½ feet South of said Northwest corner;

Thence North, along said West line 144 ½ feet to the POINT OF BEGINNING.

PARCEL 3:

The West 150.00 feet of the North half of Lot 1, RANCHITOS PLACE, according to Book 31 of Maps, page 37, records of Maricopa County, Arizona.

APN: 301-44-001, 002B, 004

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C165 Commitment for Title Insurance Adopted 08-01-2016 Revised 04-02-2018

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RESOLUTION NO. R2021.17

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE,
ARIZONA, CONCERNING THE SALE OF EXCESS TOWN-OWNED RIGHT OF
WAY OVER A PART OF APN 301-12-119.**

WHEREAS, A.R.S. § 9-402 (E) allows but does not require a municipality to abandon easements; and

WHEREAS, A.R.S. § 28-7205 likewise allows but does not require a municipality to vacate and abandon right of way, but pursuant to A.R.S. § 28-7208 does require that, upon vacation or abandonment of right of way, that the municipality be paid reasonable compensation; and

WHEREAS, excess right of way generally has no value to anyone other than the Town of Guadalupe or an abutting landowner; and

WHEREAS, the Town of Guadalupe has identified excess right of way not needed by the Town for future right of way uses, said property and legal description set forth in Exhibit A is attached hereto and incorporated by reference herein; and

WHEREAS, the right of way set forth on Exhibit A is too small for any public use, currently has no future use by the Town and is a burden for the Town to maintain; and

WHEREAS, Elite Wash & Detail LLC, the owner of the abutting property, 8836 South Avenida del Yaqui, Guadalupe, AZ, APN 301-12-119, adjoining the right of way has a use for the property and is willing to pay reasonable compensation to the Town in the amount of \$9375.

WHEREAS, the Town Council of Guadalupe, Arizona specifically finds that said compensation for the property description set forth in Exhibit A provides adequate compensation to the Town for the land.

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

1. The Town of Guadalupe Right of Way described in Exhibit A shall be abandoned and vacated by the Town of Guadalupe conveyed to Elite Wash & Detail LLC.
2. The consideration to be provided by Elite Wash & Detail LLC as set forth in Exhibit B is deemed to be reasonable compensation to the Town for said right of way.
3. The Mayor of Guadalupe is authorized to sign this Resolution and the Right of Way Agreement (Exhibit B).
4. The Town Manager/ Town Clerk is directed to sign and record a Quit Claim Deed to Elite Wash & Detail LLC, and to record this Resolution. Said recordings shall be at the Office of the Maricopa County Recorder.
5. Once the Resolution and Quit Claim Deed are recorded, the Town of Guadalupe shall have no further interest in the right of way described in Exhibit A.

PASSED by the Town Council of the Town of Guadalupe, Arizona, this 9th day of September 2021.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga
Town Manager/Clerk

Approved as to Form:

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH, PLC
Town Attorneys

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
RIGHT OF WAY
OVER A PART OF APN 301-12-119

A PARCEL OF LAND SITUATED IN A PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 5, BEARS NORTH 00 DEGREES 01 MINUTES 32 SECONDS WEST, A DISTANCE OF 2650.40 FEET;

THENCE UPON AND WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, NORTH 00 DEGREES 01 MINUTES 32 SECONDS WEST, A DISTANCE OF 910.40 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 33 MINUTES 32 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF AVENIDA DEL YAQUI AND BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 33 MINUTES 32 SECONDS WEST, A DISTANCE OF 25.00 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT 2021-0429586, RECORDS OF MARICOPA COUNTY, ARIZONA;

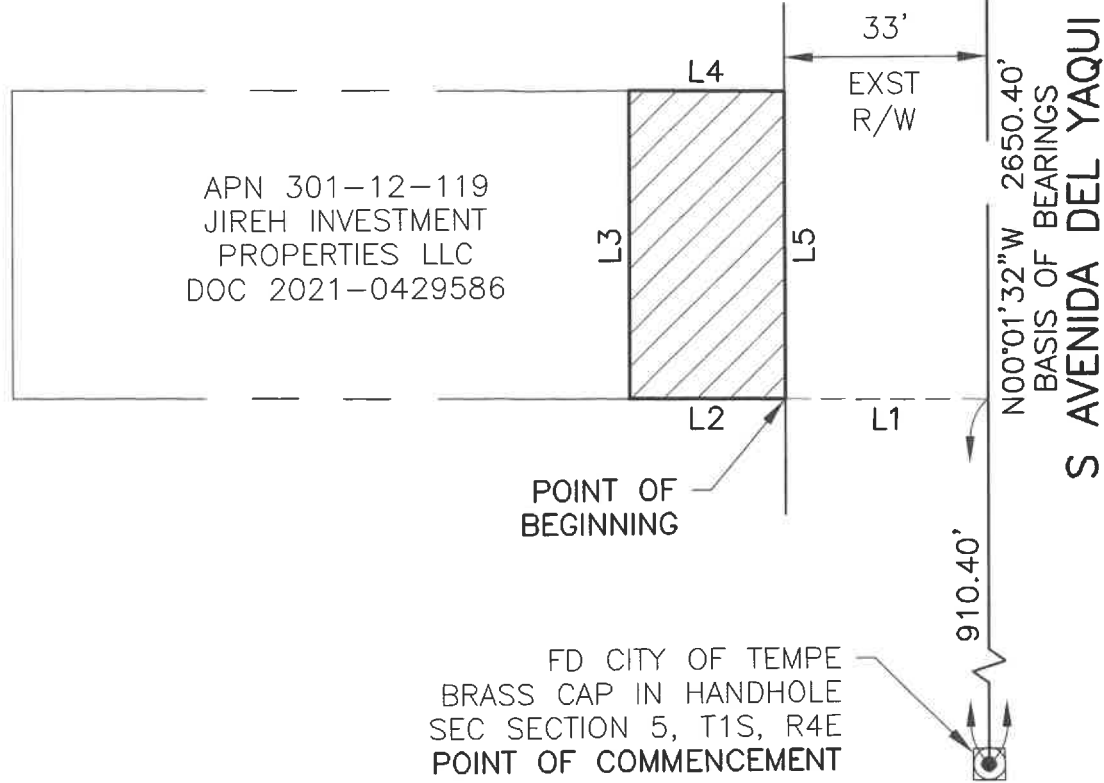
THENCE UPON AND WITH THE EAST LINE OF SAID PARCEL, NORTH 00 DEGREES 01 MINUTES 32 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;

THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 33 MINUTES 32 SECONDS EAST, A DISTANCE OF 25.00 FEET TO THE AFORESAID WEST RIGHT OF WAY LINE;

THENCE SOUTH 00 DEGREES 01 MINUTES 32 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 1,250 SQUARE FEET OR 0.029 ACRES OF LAND, MORE OR LESS.



FD ALUMINUM CAP IN HANDHOLE
E 1/4 COR SECTION 5, T1S, R4E



POINT OF BEGINNING

FD CITY OF TEMPE
BRASS CAP IN HANDHOLE
SEC SECTION 5, T1S, R4E
POINT OF COMMENCEMENT



NTS

PARCEL AREA:
1,250 SF OR
0.029 ACRES

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N89°33'32"W	33.00'
L2	N89°33'32"W	25.00'
L3	N00°01'32"W	50.00'
L4	S89°33'32"E	25.00'
L5	S00°01'32"E	50.00'

DIBBLE



Dibble Project No
1016014.13

EXHIBIT "A"
RIGHT OF WAY
APN 301-12-119

A PART OF SOUTHEAST 1/4 SECTION 5,
T1S, R4E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: MAY 2021

DRN: BAR CHK: CSD

PAGE 2

C2021-52

EXHIBIT B

RIGHT OF WAY ABANDONMENT AGREEMENT

The parties herein are the Town of Guadalupe, an Arizona Municipal Corporation, and Elite Wash & Detail LLC, an Arizona Limited Liability Company, hereby agree and contract:

1. The Town of Guadalupe is the legal owner of certain real property which is excess right of way.
2. Elite Wash & Detail LLC is the owner of real property that abuts the right of way. Said Elite Wash & Detail LLC Property is Maricopa County Assessor Parcel 301-12-119.
3. The Town would like to vacate and abandon the excess property to Elite Wash & Detail LLC and Elite Wash & Detail LLC would like to acquire said property.
4. Arizona Revised Statutes A.R.S. § 28-7205 allows such transaction but requires that the Town be reasonably compensated as forth in Arizona Revised Statutes A.R.S. § 28-7208.
5. Elite Wash & Detail LLC has offered to pay the sum of \$9,375, which the parties agree is reasonable consideration to the Town.
6. This Agreement must be approved by a Resolution of the Town Council of Guadalupe. Upon approval, Elite Wash & Detail LLC will transmit \$9,375 to the Town of Guadalupe for the conveyance of said property.
7. Once the funds have been transferred, the Town shall record the Resolution and Exhibits A and B and a Quit Claim deed transferring the title to Elite Wash & Detail LLC.
8. The provisions of ARS § 38-511 apply to this Agreement, as approved by the Guadalupe Town Council on August 12, 2021.

Valerie Molina, Mayor
Town of Guadalupe

ATTEST:

Jeff Kulaga
Town Manager/Clerk

Approved as to Form:

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH, PLC
Town Attorneys

Elite Wash & Detail, LLC



Town owned excess right of way:
 25'x50' = 1,250 S.F.
 Adjacent to 301-12-119
 Sale price: \$9,375.00

Town Council Meeting
 September 9, 2021




COVID-19 Action Steps:

Presented September 9, 2021 Town Council Meeting

TOWN SERVICE DELIVERY – as of May 13, 2021:

- **Combat COVID-19 with Guadalupe Response Team Partnership.**
- **Reasonable measures, at scale.**
- **Protect the public health of the Guadalupe community and slow the spread of COVID-19.**
- **Return to normal activities.**

Impacts to consider:	May 13, 2020 Recommendations:	January 14, 2021 Recommendations: (subject to change based on COVID19 conditions)	April 8, 2021 Recommendations: (subject to change based on COVID19 conditions)	May 13, 2021 Recommendations: (subject to change based on COVID19 conditions)	Sept. 9, 2021 Recommendations: (subject to change based on COVID19 conditions)
Town Hall Operations					
Town hall – lobby / business	Open: <ul style="list-style-type: none"> • Tuesdays: 9-noon • Wednesdays: 2-5 • By appointment 	Open: <ul style="list-style-type: none"> • Tuesdays: 9-noon • Wednesdays: 2-5 • By appointment Evaluate July 22, 2021	Evaluate May 13, 2021	Reopen Monday, June 7 8am – 5 pm M-F	Remain open – no changes
Town hall – restrooms/ phone/ water fountain	Closed / out of service	<ul style="list-style-type: none"> • Closed / out of service Evaluate July 22, 2021	Evaluate May 13, 2021	Open restrooms / fountain. NO phone	Remain open – no changes
Town hall – personal safety	Request use of face mask	Required use of face mask / covering Evaluate July 22, 2021	Evaluate July 22, 2021	Require use of face masks	Remain open – no changes

Impacts to consider:	May 13, 2020 Recommendations:	January 14, 2021 Recommendations: (subject to change based on COVID19 conditions)	April 8, 2021 Recommendations: (subject to change based on COVID19 conditions)	May 13, 2021 Recommendations: (subject to change based on COVID19 conditions)	Sept. 9, 2021 Recommendations: (subject to change based on COVID19 conditions)
Town Department Operations					
CAP - food distribution:	<ul style="list-style-type: none"> Restructured food distribution CAP beginning Monday, March 23 food distribution only on Tuesday's at 7:30 AM. Daily food distributions and drop in food distribution discontinued until further notice. Rental & utility assistance appointment only General assistance by appointment only 	<ul style="list-style-type: none"> Same as May 13, 2020 Evaluate July 22, 2021	Evaluate May 13, 2021	Reopen CAP offices Return to food distribution to new and improved CAP area. Monday, June 7, 2021	Remain open – no changes
Senior Center	Extend closure to July 6 while providing current services. <ul style="list-style-type: none"> Lunches still served: carry out and home delivery Assist with CAP needs 	Extend closure to July 22, 2021 while providing current services: <ul style="list-style-type: none"> Lunches still served: carry out and home delivery. Assist with CAP needs 	Evaluate July 22, 2021	Evaluate reopening. Site Council to review Limited programming July 5, 2021	Remain closed – no changes Waiting on walk in freezer installation

	<ul style="list-style-type: none"> Minor repairs and cleaning continues 	Evaluate July 22, 2021		Complete Walk-in Cooler replacement	
Fire	Monitor and acquiring supplies / Firefighters health & risk	<ul style="list-style-type: none"> Same as May 13, 2020 Monitor vaccine distribution. Evaluate July 22, 2021	Evaluate July 22, 2021	Continue current levels of service. Restrict Fire Station access.	Remain open – no changes
	May 13, 2020 Recommendations:	January 14, 2021 Recommendations: (subject to change based on COVID19 conditions)	April 8, 2021 Recommendations: (subject to change based on COVID19 conditions)	May 13, 2021 Recommendations: (subject to change based on COVID19 conditions)	Sept. 9, 2021 Recommendations: (subject to change based on COVID19 conditions)
Town Department Operations					
MCSO	Follow MCSO HR direction / Deputy health & risk	<ul style="list-style-type: none"> Same as May 13, 2020 	Evaluate July 22, 2021	Follow MCSO HR direction / Deputy health & risk	No changes
Public works	Continue operations – watchful protocols	<ul style="list-style-type: none"> Same as May 13, 2020 Socially distance & wear masks Evaluate July 22, 2021	Evaluate July 22, 2021	Continue operations – watchful protocols Wear masks Socially distance	No changes
Cemetery	Remains Open: 7 AM – 4 PM; 7 days a week	<ul style="list-style-type: none"> Same as May 13, 2020 	Same as May 13, 2020	Remains Open: 7 AM – 4 PM; 7 days a week	No changes
Saturday, Maint. Yard Bulk Trash	Remains Open: 7 AM – Noon (or when dumpsters are full); Saturdays	<ul style="list-style-type: none"> Same as May 13, 2020 	Same as May 13, 2020	Remains Open: 7 AM – Noon (or when dumpsters are full); Saturdays	No changes
Administration	<ul style="list-style-type: none"> Increased hygiene practices while providing public service 	<ul style="list-style-type: none"> Same as May 13, 2020 Monitor vaccine distribution 	<ul style="list-style-type: none"> Wear Masks Same as May 13, 2020 Monitor vaccine distribution. 	<ul style="list-style-type: none"> Wear masks Increased hygiene practices 	No changes Initiate and complete COVID 19 Recovery

	<ul style="list-style-type: none"> Request masks and distance Essential staff – watchful protocols Communicating with League of Cities and Towns Communicating with area cities and towns Communicating with ADOT, MAG Preparing proposed budget Maintaining on-going public service as time and conditions allow. 	<ul style="list-style-type: none"> Continue COVID19 Response Team Partnership Complete implementation of Cares ACT funded programs, projects and services. <p>Evaluate July 22, 2021</p>	<ul style="list-style-type: none"> Monitor COVID19 Town positive cases and rates. Continue COVID19 Response Team Partnership Budget FY22 & FY 23 Cares Act funds of \$791K per year through budget process. <p>Evaluate July 22, 2021</p>	<ul style="list-style-type: none"> Promotoras continue Monitor vaccine distribution. Monitor COVID19 Town positive cases and rates. Continue COVID19 Response Team Partnership Budget FY22 & FY 23 Cares Act funds of \$791K per year - budget process. Serve Guadalupe community 	<p>Fund programs, services, and projects</p>
Library	CLOSED until further notice w/ curbside service	Curbside service available / Library closed	Curbside service available / Library closed	Curbside service available / Limited Library access	No changes
Headstart	CLOSED until further notice	Same as May 13, 2020	Same as May 13, 2020	Same as May 13, 2020	Open for services
DES	CLOSED until further notice	Same as May 13, 2020	Same as May 13, 2020	Same as May 13, 2020	Same as May 13, 2020

	May 13, 2020 Recommendations:	January 14, 2021 Recommendations: (subject to change based on COVID19 conditions)	April 8, 2021 Recommendations: (subject to change based on COVID19 conditions)	May 13, 2021 Recommendations: (subject to change based on COVID19 conditions)	Sept. 9, 2021 Recommendations: (subject to change based on COVID19 conditions)
Gatherings					
Party permits	Permit events only scheduled after August 1	Prohibit permits until July 22, 2021 Evaluate July 22, 2021	Prohibit permits until May 13, 2021 Evaluate May 13, 2021	Permit parties beginning May 17, 2021	Permit parties beginning May 17, 2021
Mercado public and private events	Permit events both public and private only scheduled after August 1	Prohibit public and private events until July 22, 2021 Evaluate July 22, 2021	Prohibit public and private events until May 13, 2021 Evaluate May 13, 2021	Permit events beginning May 17, 2021	Permit public and private events expecting less than 200 people.
Biehn Park reservations	Permit events only scheduled after August 1	Prohibit reservations until July 22, 2021 Evaluate July 22, 2021	Prohibit reservations until May 13, 2021 Evaluate May 13, 2021	Permit reservations beginning May 17, 2021	Permit events expecting less than 200 participants and attendees
Council meetings	<ul style="list-style-type: none"> Limit in person attendance to less than 10 people. Stream meeting on Facebook live. Councilmembers attend remotely. 	<ul style="list-style-type: none"> Same as May 13, 2020 Evaluate July 22, 2021	Same as May 13, 2020 Evaluate July 22, 2021	Same as May 13, 2020 <ul style="list-style-type: none"> Limit in person attendance to less than 10 people. Stream meeting on Facebook live. Councilmembers attend remotely. 	Same as May 13, 2020 <ul style="list-style-type: none"> Limit in person attendance to less than 10 people. Stream meeting on Facebook live. Councilmembers attend remotely.

	May 13, 2020 Recommendations:	January 14, 2021 Recommendations: (subject to change based on COVID19 conditions)	April 8, 2021 Recommendations: (subject to change based on COVID19 conditions)	May 13, 2021 Recommendations: (subject to change based on COVID19 conditions)	Sept. 9, 2021 Recommendations: (subject to change based on COVID19 conditions)
Events					
Dia de Guadalupe: February 6th	N/A	Cancel	Cancelled	Cancelled	Cancelled
Town 4th of July Event: Saturday, July 3rd	Cancelled	Evaluate January 28, 2021	Cancelled	Cancelled	Cancelled
Avenida de Arte: September 17th & October 15th	Not considered	Evaluate July 22, 2021	Evaluate July 22, 2021	Plan for at least one event	Cancel
Dia de los Muertos: November 1st & 2nd	Not considered	Evaluate July 22, 2021	Evaluate July 22, 2021	Plan for event	Plan for event
Parade and Tree Lighting: November 26th	Not considered	Evaluate July 22, 2021	Evaluate July 22, 2021	Plan for events (construction)	Plan for parade (construction) No Mercado event
Navidad en Guadalupe: December 18th	Not considered	Evaluate July 22, 2021	Evaluate July 22, 2021	Plan for event (construction)	Plan for drive through event