



## NOTICE OF REGULAR MEETING OF THE GUADALUPE TOWN COUNCIL

THURSDAY, SEPTEMBER 28, 2023

6:00 P.M.

GUADALUPE TOWN HALL  
9241 SOUTH AVENIDA DEL YAQUI, COUNCIL CHAMBERS  
GUADALUPE, ARIZONA

Valerie Molina  
Mayor

Ricardo Vital  
Vice Mayor

Mary Bravo  
Councilmember

Esteban F. V. Fuerte  
Councilmember

Elvira Osuna  
Councilmember

Joe Sánchez  
Councilmember

Anita Cota Soto  
Councilmember

Agendas/Minutes:  
[www.guadalupeaz.org](http://www.guadalupeaz.org)

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

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Guadalupe Town Council and to the public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, September 28, 2023, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona. Meetings are streamed live on Town of Guadalupe Facebook page at <https://www.facebook.com/guadalupeaz.org>.

### AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES
  - 1. Approval of the August 24, 2023, Town Council Regular Meeting Minutes.
  - 2. Approval of the September 14, 2023, Town Council Regular Meeting Minutes.
- E. CALL TO THE PUBLIC: An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.
- F. MAYOR and COUNCIL PRESENTATION:
  - Domestic Violence Awareness Month Proclamation
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
  - 1. PUBLIC HEARING – DOMESTIC WATER CODE TEXT AMENDMENT (ORDINANCE NO. O2023.03): Hold a public hearing to receive public input regarding amending the Town of Guadalupe Zoning Code, Title V, Public Works, Chapter 50 Sewer by adding new sections; § 50.026 Domestic Water, § 50.027 Town Not Liable for Damages, § 50.028 Maintenance of Meters and Connections, and § 50.029 Service Line Replacement. Council may provide direction to the Town Manager / Clerk. (related to G2)



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2. **DOMESTIC WATER CODE TEXT AMENDMENT (ORDINANCE NO. O2023.03):** Council will consider and may take action to adopt Ordinance No. O2023.03 that amends Town of Guadalupe Zoning Code, Title V, Public Works, Chapter 50 sewer by adding new sections; § 50.026 Domestic Water, § 50.027 Town Not Liable for Damages, § 50.028 Maintenance of Meters and Connections, and § 50.029 Service Line Replacement. Council may provide direction to the Town Manager / Clerk. (related to G1)

3. **FISCAL YEAR 2023/24 GENERAL FUND BALANCE TRANSFER (RESOLUTION NO. R2023.13):** Council will consider and may take action to adopt Resolution No. R2023.13 authorizing the transfer of \$255,187 from the current FY24 General Fund balance of \$6.3M to the following FY24 cost centers: \$200,000 to Fund 90, Federal and Other Grant Opportunities, County Guadalupe Homeowner Rehabilitation Program; and \$55,187 to Fund 95, Capital Improvement Projects, Highline Canal Path Lighting Replacement. Council may provide direction to the Town Manager / Clerk. (related to G4 and G5)

4. **MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE TOWN OF GUADALUPE – HUMAN SERVICES HOMEOWNERS REHABILITATION PROGRAM (RESOLUTION R2023.15):** Council will consider and may take action to adopt Resolution R2023.15 authorizing the Mayor, or designee, to sign an intergovernmental agreement (IGA) (C2023-24), between the Town of Guadalupe and Maricopa County administered by its Human Services Department, approving Maricopa County to provide funding in the amount of \$1,000,000 in American Rescue Plan Act (ARPA) Funds for the Guadalupe Homeowner Rehabilitation Program to rehabilitate approximately 55 eligible owner-occupied homes. The IGA term is October 18, 2023, through May 31, 2025. Approval of the IGA would authorize the Mayor, or designee, to sign all necessary documents in furtherance of this IGA. Council may provide direction to the Town Manager / Clerk. (related to G3 and G5)

5. **GUADALUPE COMMUNITY DEVELOPMENT CORPORATION (GCDC) GUADALUPE HOMEOWNER REHABILITATION PROGRAM MEMORANDUM OF UNDERSTANDING (C2023-25):** Council will consider and may take action to authorize the Mayor, or designee, to enter into a Memorandum of Understanding (MOU) (C2023-25) between the Guadalupe Community Development Corporation (GCDC) and the Town of Guadalupe authorizing the Town of Guadalupe to provide \$1,200,000 in funding with \$1,000,000 in Maricopa County ARPA Funds and \$200,000 in Town General Funds, as a local match, to administer the Guadalupe Homeowner Rehabilitation Program (Program). The program intends to rehabilitate approximately 55 eligible owner-occupied homes. Residents that meet the Program criteria may be eligible to participate in the Program, which will offer homeowners funding options for the rehabilitation or modification of their home. Approval of the MOU would authorize the Mayor, or designee, to sign all necessary documents in furtherance of this MOU. Council may provide direction to the Town Manager / Clerk. (related to G3 and G4)

6. **FISCAL YEAR 2022/23 GENERAL FUND INTRADEPARTMENTAL BALANCE TRANSFERS (RESOLUTION NO. R2023.14):** Council will consider and may take action to adopt Resolution No. R2023.14 authorizing the General Fund interdepartmental transfer of \$209,531 from the FY23 General Fund Transfers to Other Funds cost center to the following FY23 General Fund cost centers: Fire Department, Town Clerk, Community Development, Information Technology, Building Maintenance, Parks . Council may provide direction to the Town Manager / Clerk.

7. **CLAIMS:** Council will consider and may take action to approve the checks registered for August 2023, totaling \$947,106.78. Council may provide direction to the Town Manager / Clerk.

H. TOWN MANAGER/CLERK'S COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



September 22, 2023

To: The Honorable Mayor and Town Council  
 From: Jeff Kulaga, Town Manager / Clerk  
 RE: **September 28, 2023, Town Council Regular Meeting Information Report**

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

**Agenda Items:**

**D1. AUGUST 24, 2023, REGULAR COUNCIL MEETING MINUTES (PAGES 6 – 11)**

**D2. SEPTEMBER 14, 2023, REGULAR COUNCIL MEETING MINUTES (PAGES 12 – 17)**

**F1. DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION (PAGES 18 – 19)**

**G1. PUBLIC HEARING – DOMESTIC WATER CODE TEXT AMENDMENT (ORDINANCE NO. O2023.03) (PAGES 20 – 25):** Town Council will hold a public hearing to receive public input regarding amending the Town of Guadalupe Zoning Code, Title V, Public Works, Chapter 50 Sewer by adding new sections; § 50.026 Domestic Water, § 50.027 Town Not Liable for Damages, § 50.028 Maintenance of Meters and Connections, and § 50.029 Service Line Replacement. Council may provide direction to the Town Manager / Clerk. (related to G2)

**G2. DOMESTIC WATER CODE TEXT AMENDMENT (ORDINANCE NO. O2023.03) (PAGES 20 – 25):** Council will consider and may take action to adopt Ordinance No. O2023.03 that amends Town of Guadalupe Zoning Code, Title V, Public Works, Chapter 50 sewer by adding new sections; § 50.026 Domestic Water, § 50.027 Town Not Liable for Damages, § 50.028 Maintenance of Meters and Connections, and § 50.029 Service Line Replacement. Council may provide direction to the Town Manager / Clerk. (related to G1)

**Background:**

As presented at the January 13, 2023 and August 24, 2023 Town Council meetings, the City of Tempe, as the Town of Guadalupe's water and water service provider, is required by the Environmental Protection Agency (EPA) to inspect and evaluate all water lines serving Guadalupe and Tempe. This initiative is meant to protect public health, to reduce exposure to lead and copper in drinking water, and to protect the community from lead exposure in drinking water in compliance with (EPA) revised the Lead and Copper Rule (LCRR).

To properly inspect water lines, City of Tempe inspectors must access the lines on private property. It is estimated that 780 private properties in Guadalupe require inspections. Each inspection involves an inspector accessing the water meter and the water service, typically adjacent to the home or building, on private property.

To allow proper and legal access to private property for the inspectors, it is recommended that the Town of Guadalupe adopt Ordinance No. O2023.03 that amends Town of Guadalupe Zoning Code, Title V, Public Works, Chapter 50 sewer by adding new sections; § 50.026 Domestic Water, § 50.027 Town Not Liable for Damages, § 50.028 Maintenance of Meters and Connections, and § 50.029 Service Line Replacement.

Additionally, To complete the needed 780 inspections, Town staff in partnership with Tempe Water Department staff recommend the following process:

- **September 28:** Recommend amending Town Code to allow inspectors proper and legal access to private property for inspection purposes.
- **October 4:** First Notification: Notify 780 property owners that an inspection of their water line is needed and will take place from November 15 through December 15. Also, include a QR code allowing property owners to self-inspect and return results to Tempe.
- **October 28:** Amended Town Code effective 30 days after passage by the Town Council, if approved.
- **November 1:** Second Notification: Notify the remaining 780 property owners that an inspection of their water line is needed and will take place from November 15 through December 15. Also, include a QR code allowing property owners to self-inspect and return results to Tempe.
- **November 6-13:** Locate yard signs in Town, reminding property owners of planned inspections.
- **November 14 – December 15:** Waterline inspections complete by inspectors, Tempe water staff, and Town representative. All 780 inspections expected to be completed in an estimated 10 days.

Overall, Tempe currently maintains the public-side portion of approximately 44,000 service lines and has an estimated 32,000 privately owned service lines inventoried as lead status is unknown, including those lines serving the Town of Guadalupe. (related to G1)

**G3. FISCAL YEAR 2023/24 GENERAL FUND BALANCE TRANSFER (RESOLUTION NO. R2023.13) (PAGE 26):** Council will consider and may take action to adopt Resolution No. R2023.13 authorizing the transfer of \$255,187 from the current FY24 General Fund balance of \$6.3M to the following FY24 cost centers: \$200,000 to Fund 90, Federal and Other Grant Opportunities, County Guadalupe Homeowner Rehabilitation Program; and \$55,187 to Fund 95, Capital Improvement Projects, Highline Canal Path Lighting Replacement.

The recommended \$255,187 General Fund balance transfer was presented and discussed and the August 24 and September 14, 2023 Town Council meetings. The \$200,000 represents the Town's local match to receive \$1.0M for the Guadalupe Homeowner Rehabilitation Program from Maricopa County, agenda item G5, and \$55,187 as a portion of the Town's fiscal responsibility for the \$1.43M Highline Canal Lighting Replacement Project. (related to G4 and G5).

**G4. MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE TOWN OF GUADALUPE – HUMAN SERVICES HOMEOWNERS REHABILITATION PROGRAM (RESOLUTION R2023.15): (PAGES 27 – 49):** It is recommended that Council approve Resolution R2023.15 authorizing the Mayor, or designee, to sign an intergovernmental agreement (IGA) (C2023-24), between the Town of Guadalupe and Maricopa County administered by its Human Services Department, authorizing the Maricopa County to provide funding in the amount of \$1,000,000 in American Rescue Plan Act (ARPA) Funds for the Guadalupe Homeowner Rehabilitation Program to rehabilitate approximately 55 eligible owner-occupied homes. The IGA term is October 18, 2023, through May 31, 2025.

This approval accepts the grant funds awarded to the Town by Maricopa County and combined with the Town's \$200,000 in matching funds provides \$1.2M for the rehabilitation of 55 eligible homes in Guadalupe. This program will be administered by the Guadalupe Community Development Corporation. (related to G3 and G5).

**G5. GUADALUPE COMMUNITY DEVELOPMENT CORPORATION (GCDC) GUADALUPE HOMEOWNER REHABILITATION PROGRAM MEMORANDUM OF UNDERSTANDING (C2023-25) (PAGES 50 – 68):** It is recommended that Council approve the Memorandum of Understanding (MOU) (C2023-25) between the Guadalupe Community Development Corporation (GCDC) and the Town of Guadalupe authorizing the Town of Guadalupe to provide \$1,200,000 in funding with \$1,000,000 in Maricopa County ARPA Funds and \$200,000 in Town General Funds, as a local match, to administer the Guadalupe Homeowner Rehabilitation Program (Program). The program intends to rehabilitate approximately 55 eligible owner-occupied homes. Residents that meet the Program criteria may be

eligible to participate in the Program, which will offer homeowners funding options for the rehabilitation or modification of their home. (related to G3 and G4)

**G6. FISCAL YEAR 2022/23 GENERAL FUND INTRADEPARTMENTAL BALANCE TRANSFERS (RESOLUTION NO. R2023.14) (PAGE 69):** It is recommended that Council adopt Resolution No. R2023.14 authorizing the General Fund intradepartmental transfer of \$209,531 from the FY23 General Fund Transfers to Other Funds cost center to the following FY23 General Fund cost centers: Fire Department, Town Clerk, Community Development, Information Technology, Building Maintenance, and Parks. This is an annual exercise to reconcile all General Fund cost centers for auditing purposes.

The recommended FY23 General Fund transfers, totaling \$209,531, are as follows:

Fire Department	\$150,629
Town Clerk	\$29,227
Information Technology	\$13,254
Building Maintenance	\$13,351
Parks	\$3,070
<b>General Fund Transfer Total:</b>	<b>\$209,531</b>

**G7. CLAIMS (PAGES 70 – 85):** Council will consider and may take action to approve the checks registered for August 2023, totaling \$947,106.78. Council may provide direction to the Town Manager / Clerk.



## Minutes Town Council Regular Meeting August 24, 2023

Valerie Molina  
Mayor

Minutes of the Guadalupe Town Council Regular Meeting held on August 24, 2023, at 6:00 p.m., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona.

Ricardo Vital  
Vice Mayor

A. Mayor Valerie Molina called the meeting to order at 6:10 p.m.

Mary Bravo  
Councilmember

B. ROLL CALL

Esteban F. V. Fuerte  
Councilmember

Councilmembers Present: Mayor Valerie Molina, Councilmember Esteban F. V. Fuerte, and Councilmember Mary Bravo, Councilmember Anita Cota Soto, Councilmember Joe Sánchez, and Councilmember Elvira Osuna

Elvira Osuna  
Councilmember

Staff Present: Jeff Kulaga – Town Manager / Clerk, Dave Ledyard – Town Attorney and Rocio Ruiz – Deputy Town Clerk

Joe Sánchez  
Councilmember

C. INVOCATION/PLEDGE OF ALLEGIANCE

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

Anita Cota Soto  
Councilmember

D. APPROVAL OF MINUTES

1. Approval of the August 10, 2023, Town Council Regular Meeting Minutes.

Agendas/Minutes:

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Motion by Councilmember Fuerte to approve agenda item D1; second by Councilmember Osuna. Motion passed unanimously on a voice vote 6-0.

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1. Councilmembers approved the August 10, 2023, Town Council Regular Meeting Minutes.

E. CALL TO THE PUBLIC: No members of the public spoke.

F. MAYOR AND COUNCIL PRESENTATION: None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. MARICOPA COUNTY SHERIFF'S OFFICE UPDATE

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

Rocio Ruiz, Deputy Town Clerk, stated representatives from the MCSO were not present. This agenda item will be included on the next meeting agenda, September 14, 2023.



Valerie Molina  
Mayor

Ricardo Vital  
Vice Mayor

Mary Bravo  
Councilmember

Esteban F. V. Fuerte  
Councilmember

Elvira Osuna  
Councilmember

Joe Sánchez  
Councilmember

Anita Cota Soto  
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## 2. TEMPE WATER LINE SYSTEM INSPECTION

Mayor Molina stated Council will receive an update from staff and City of Tempe Water Department representatives regarding the Tempe's effort inspect and evaluate all water lines serving Tempe and Guadalupe in compliance with the Environmental Protection Agency (EPA) revised Lead and Copper Rule (LCRR) to protect public health and reduce exposure to lead and copper in drinking water.

Jeff Kulaga, Town Manager/Clerk discussed the federal mandate for water line inspections in Tempe and Guadalupe to protect public health from lead and copper exposure in drinking water. Mr. Kulaga introduced a new ordinance allowing inspectors access to properties, with a draft ordinance to be presented for approval at the September 28<sup>th</sup>, 2023, Regular Council Meeting. Inspections involve examining various pipe materials and fittings near sidewalks and occasionally home walls. The inspection schedule includes notifications, self-inspections via QR codes, yard signs, and inspector liaisons. Tempe aims to complete all inspections in about 10 days, emphasizing water quality and public safety.

In response to a question from Councilmember Bravo, regarding the inspection process, particularly regarding issues like the absence of shut-off valves or the location of meters. Craig Caggiano, City of Tempe Deputy Municipal Utilities Director, Water Utilities Division, clarified that the main objective of the inspection is to determine the material of the service line, involving light excavation near the meter box and in some cases further up on the property. The goal is to identify the exterior material of the pipe, and this inspection does not cover issues related to shut-off valves or other water system components.

In response to a question from Mayor Molina, regarding homeowners partially replacing their water lines over the past 50 years, specifically the valve to the house and the course of action if the inspection finds that only one part meets requirements while the rest contains lead, Jeremy Mikus, City of Tempe Deputy Environmental Services Manager, Municipal Utilities Department, stated the EPA criteria requires inspection at three points, including both sides of the meter box. Mr. Mikus stated that as of now, there have been no lead pipes found in Maricopa County, so the concern is minimal. The inspection's primary purpose is to verify this and ensure water safety. Mr. Mikus stated that homeowners or property owners have the option to provide information about any repairs or changes made to their service lines through a survey. This survey will be part of the outreach efforts led by Laura Kajfez, Special Projects Manager, offering an opportunity for homeowners to disclose such information.

Mayor Molina emphasized the Council's dedication to raising awareness among homeowners regarding the necessity of inspecting their homes in conjunction with the forthcoming notices.

## 3. WASTEWATER SYSTEM IMPROVEMENT PHASE III PROJECT UPDATE

Mayor Molina stated Council will receive an update and the project fact sheet from staff regarding the \$374,558 CDBG Grant funded Wastewater Improvement Phase III Project. This Council approved project is funded through a \$550,275 Community Development Block Grant from Maricopa County with construction scheduled September through November.

Jeff Kulaga, Town Manager/Clerk stated the project involves a \$374,508 CDBG grant for wastewater improvements and provided details about the project, which was awarded about a year and a half ago. The contract was awarded to Insituform Technologies, LLC in July 2023. The project factsheet was shared electronically on various platforms, including the Town's Facebook page, website, and marquee. The factsheet includes project overview, community benefits, schedule, funding sources, and project contacts, including Amanda Nelson, Assistant to the Town Manager. Mr. Kulaga explained that during the project, a specific epoxy lining is used inside the pipes, and sometimes a temporary odor can occur, which dissipates over time. The project fact sheet contains answers to frequently asked questions on how to manage the odor, advising running water through the pipes and using fans to mitigate it. The focus is on proactive communication with the public ensuring the community is informed about potential odors during the project.



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#### 4. TOWN FALL EVENTS UPDATE

Mayor Molina stated Council will receive a presentation from staff regarding the Fall Events Calendar which include the September Movie Night, Community Clean Up, Veterans Day Parade, and Spooktacular.

Livy Ramirez, Community Outreach Manager, presented the Fall Flyer containing events that will be included in the September water bill for Guadalupe residents. These events include September Movie Night: scheduled for Friday, September 29th, from 7:00 PM to 10:00 PM, sponsored by Fox and featuring the movie "The Sandlot" at Stottlemeyer Park. The Town will provide hot dogs, shaved ice, and popcorn. Community Cleanup: taking place from Friday, October 13th, at 1:00 PM to Saturday, October 14th, at 1:00 PM. Details about the cleanup to follow. Event by the Tribe: occurring at the mercado from 5:00 PM to 8:00 PM on Friday, October 27th. Veterans Parade: scheduled for Saturday, November 11th, starting at 10 AM. This parade is organized by the American Legion Post 124 and will begin at Calle Carmen to Calle Cerritos, followed by a picnic at Stottlemeyer Park.

In response to a question from Mayor Molina regarding if the flyer will be included in the water bill, Ms. Ramirez stated residents will receive the flyer in their September water bill.

In response to a question from Councilmember Bravo regarding if the flyer will include events and bulk trash pick-up, Ms. Ramirez stated the flyer is double sided and will include both.

In response to a question from Councilmember Bravo about whether the Town is providing anything for the Veterans parade, Ms. Ramirez clarified that as of the present moment, the Town has not been requested to provide any resources.

In response to a question from Mayor Molina regarding if Spooktacular will be held at the Mercado, Councilmember Osuna stated Guadalupe Community Partnership (GCP) indicated the event would be held at Frank School this year. Ms. Ramirez stated she will follow up with the Tribe.

Sam Amaya, Town Planner, provided information regarding a community cleanup event taking place from Friday, October 13th beginning at 1:00 PM to Saturday, October 14th ending at 1:00 PM, offering eight locations with dumpsters for residents to dispose of various items. The flyer contains information about the Town yard dumpster, which maintains its regular Saturday hours from 7:00 am to 12:00 pm.

In response to a question from Councilmember Sanchez regarding the number of dumpsters per location, Mr. Amaya stated there will be one roll on dumpster at each location.

In response to a question from Mayor Molina regarding if the Town yard will be open and the number of dumpsters, Mr. Amaya stated the Town yard will be open and there are eight dumpsters total.

Jeff Kulaga, Town Manager/Clerk, and Mayor Molina commended Town staff for their work. Mayor Molina thanked the staff and emphasized the importance of the upcoming Clean-up event coinciding with compliance letter distribution to residents.

#### 5. HIGHLINE CANAL RECREATIONAL PATH LIGHTING REPLACEMENT PROJECT UPDATE

Mayor Molina stated the Council will receive an update from staff regarding the Highline Canal Recreational Path Lighting Replacement Project which replaces seventy-six inoperable path lights. This Council approved project is managed by the Arizona Department of Transportation (ADOT) and is funded through \$501,824 Federal Community Project grant, \$305,300 SRP neighborhood aesthetic fund allocation, and Town Capital funds. The current estimated cost is \$1,657,730 with construction scheduled to begin in February 2024.





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Jeff Kulaga, Town Manager/Clerk, provided an overview of the multi-use path lighting project, which is managed by the Arizona Department of Transportation (ADOT) and funded by various sources, including federal grants and Town capital. The project aims to replace inoperable solar-powered lights with electric lighting along the Canal path. The project is facing financial challenges, with costs exceeding the available budget by over \$700,000. To address this issue, Mr. Kulaga is exploring alternative funding sources, working with SRP to identify additional eligible funds, and seeking assistance from certified project managers like the City of Tempe. Mr. Kulaga outlined the steps moving forward, including pursuing community input, and considering the project's policy implications. Mr. Kulaga noted that the construction would take place in two phases to minimize disruptions to the multi-use path. Mr. Kulaga emphasized the need for careful consideration given the financial constraints and challenges associated with the project.

In response to a question from Councilmember Soto regarding the expected lifespan of the new lighting fixtures, Mr. Kulaga stated that the previous fixtures were prone to theft and required frequent replacements due to battery packs and solar panels. Vince Gibbons, Town Engineer, stated the new fixtures, being electrical and without solar panels, are expected to have a longer lifespan, and it was suggested that they could last at least 30 years.

In response to a question from Councilmember Bravo regarding consequences of not proceeding with the project, Mr. Kulaga stated that without the project, the current state of disrepair would persist due to the lack of funding for maintenance and improvements.

In response to a question from Mayor Molina regarding exploring alternative vendors to lower the cost, Mr. Kulaga stated he is exploring possibilities to potentially lower these expenses and close the financial shortfall of \$750,000, with the aspiration of reducing it to approximately \$400,000, although eliminating the cost is improbable.

In response to a question from Councilmember Bravo regarding potential further price increases, Mr. Kulaga explained that the estimates, which consider increases in labor and material costs, are based on the information available at present. However, until the actual bids are received in January 2024, there is uncertainty about whether the estimated cost of around 1.3 million dollars will remain accurate.

In response to a question from Councilmember Bravo regarding the usage of the path and its value as a project, Mr. Kulaga noted that the decision rests with the Town council. The path has been in disrepair for around six years, and there is a demand from the community for its repair due to its significance for both usage and safety.

In response to a question from Mayor Molina regarding whether there will be an increase in utilities for the new electrical lights, Mr. Kulaga mentioned that he would investigate it. There would be an increase in utility costs since the Town had not provided lighting for several years, and the previous lighting was solar-powered. Mr. Gibbons stated that the Town would be using high-efficiency LED light fixtures, which would save money. However, there would still be an increase in costs due to the transition from solar power to SRP-supplied electricity.

In response to a question from Councilmember Bravo regarding using different types of poles that would prevent access to the solar and battery components, Mr. Kulaga stated that despite the change, the battery packs still need a location and determined individuals could potentially tamper with them.



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## 6. CITY OF GOODYEAR INTERGOVERNMENTAL AGREEMENT FOR JUDICIAL SERVICES (C2020-27A)

Mayor Molina stated Council will consider and may take action to authorize the Mayor, or designee, to sign and enter into an intergovernmental agreement (IGA) (C2020-27A) with the City of Goodyear to designate the Goodyear Municipal Judges and Commissioners and the Goodyear Municipal Court as the court of jurisdiction for all post-adjudicated cases filed in Guadalupe prior to July 1, 2020. The term of this IGA is five years from August 2023 to August 2028 at a fee of \$20,240 and includes renewal option for a second five-year period until August 2033. This is the second IGA with the City of Goodyear for court services. The original three-year IGA from August 27, 2020, to August 27, 2023, is set to expire.

Jeff Kulaga, Town Manager/Clerk, stated this new agreement extends the existing one for a 5-year period until August 2028 at a cost of \$20,000. It also provides the option for a second 5-year extension until August 2033, creating a potential 10-year agreement. There are approximately five hundred cases remaining. Staff recommends approval.

Dave Ledyard, Town Attorney, stated the cases in question involve scenarios where defendants failed to appear or absconded, often due to owing money. These cases are old but still open, requiring action. The City of Tempe was willing to manage new cases but not the old ones. Goodyear has taken over these cases for a fee of approximately \$20,000 for the specified term. Any grant money or additional funds generated from these cases will go to Goodyear since they are processing them. These cases often involve individuals seeking to reinstate their driver's licenses by resolving outstanding fines. Goodyear's services are considered reasonable for the work they are doing, which also includes handling cases related to the marijuana initiative and expungement.

**Motion by Councilmember Bravo to approve agenda item G6; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 6-0.**

Councilmembers approved an intergovernmental agreement (IGA) (C2020-27A) with the City of Goodyear to designate the Goodyear Municipal Judges and Commissioners and the Goodyear Municipal Court as the court of jurisdiction for all post-adjudicated cases filed in Guadalupe prior to July 1, 2020. The term of this IGA is five years from August 2023 to August 2028 at a fee of \$20,240 and includes renewal option for a second five-year period until August 2033. This is the second IGA with the City of Goodyear for court services. The original three-year IGA from August 27, 2020, to August 27, 2023, is set to expire. Funds for these services are available in the adopted FY24 General Fund.

## 7. CLAIMS

Mayor Molina stated Council will consider and may take action to approve the checks registered for June 2023, totaling \$991,642.10.

In response to a question from Councilmember Soto regarding the nature of the shelter services provided by Maricopa County Animal Care on June 1<sup>st</sup>, Mr. Kulaga stated he will follow up with financial staff to provide a more accurate explanation.

**Motion by Councilmember Fuerte to approve agenda item G7; second by Councilmember Soto. Motion passed unanimously on a voice vote 6-0.**

Councilmembers approved the checks registered for June 2023, totaling \$991,642.10.



Valerie Molina  
Mayor

Ricardo Vital  
Vice Mayor

Mary Bravo  
Councilmember

Esteban F. V. Fuerte  
Councilmember

Elvira Osuna  
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Joe Sánchez  
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Anita Cota Soto  
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## 8. CLAIMS

Mayor Molina stated Council will consider and may take action to approve the checks registered for July 2023, totaling \$229,304.84.

Motion by Councilmember Soto to approve agenda item G8; second by Councilmember Osuna. Motion passed unanimously on a voice vote 6-0.

Councilmembers approved the checks registered for July 2023, totaling \$229,304.84.

## H. TOWN MANAGER/CLERK'S COMMENTS

Jeff Kulaga, Town Manager / Clerk

- Thanked Staff for their work.
- Senior Center parking lot restriping was rescheduled to August 30<sup>th</sup> weather permitting.

## I. COUNCILMEMBERS' COMMENTS

Councilmember Soto

- Thanked Staff for their work.
- Welcomed Councilmember Sanchez back.

Councilmember Osuna – No Comment.

Councilmember Fuerte – No Comment.

Councilmember Sanchez

- Announced he is glad to be back.

Councilmember Bravo

- Thanked staff for their work.

Mayor Molina

- Announced Upcoming Community Events This Fall.
- Thanked Sherrif Penzone for his visit.

## J. ADJOURNMENT

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

The meeting was adjourned at 7:14 p.m.

---

Valerie Molina, Mayor

ATTEST:

---

Jeff Kulaga, Town Manager / Town Clerk

## CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the August 24, 2023, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

---

Jeff Kulaga, Town Manager / Town Clerk



## Minutes Town Council Regular Meeting September 14, 2023

Minutes of the Guadalupe Town Council Regular Meeting held on September 14, 2023, at 6:00 p.m., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona.

Valerie Molina  
Mayor

Ricardo Vital  
Vice Mayor

Mary Bravo  
Councilmember

Esteban F. V. Fuerte  
Councilmember

Elvira Osuna  
Councilmember

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A. Mayor Valerie Molina called the meeting to order at 6:05 p.m.

### B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina, Councilmember Esteban F. V. Fuerte, Councilmember Anita Cota Soto, Councilmember Joe Sanchez, and Councilmember Mary Bravo

Staff Present: Jeff Kulaga – Town Manager / Clerk, Dave Ledyard – Town Attorney and Rocio Ruiz – Deputy Town Clerk

### C. INVOCATION/PLEDGE OF ALLEGIANCE

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

### D. APPROVAL OF MINUTES

1. Approval of the August 23, 2023, Town Council Study Session Meeting Minutes.

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

1. Councilmembers approved the August 23, 2023, Town Council Study Session Meeting Minutes.

### E. CALL TO THE PUBLIC:

Mayor Molina invited Antonia Campoy to speak, where she raised concerns about the absence of a crosswalk at the intersection of Avenida del Yaqui and Calle Encinas. Ms. Campoy emphasized that despite earlier promises, the crosswalk had not been replaced, posing a safety risk, especially for children. She cited the incomplete pedestrian infrastructure and the inconsistency in vehicles stopping at this location. Ms. Campoy called for prompt action on this issue, particularly due to heightened community activity during events at Biehn Colony Park. In response, Mayor Molina stated staff will follow up with her to address the matter.

F. MAYOR and COUNCIL PRESENTATION: None.

## G. DISCUSSION AND POSSIBLE ACTION ITEMS:

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

Mayor Molina invited Ron Gomez, Community Liaison for the Office of Special Programs at the Maricopa County Sheriff's Office (MCSO), to present an update on public safety in Guadalupe. Mr. Gomez mentioned that during the summer, MCSO collaborated with the Pascua Yaqui Tribe to host a successful summer camp for fourteen students. MCSO is now planning a fall break program from September 25th to October 6th for Guadalupe's youth. This initiative will encompass various educational activities, including visits to the crime lab, alcohol awareness sessions, SWAT tours, and more, all designed to engage students and educate them about law enforcement.

In regard to a question from Councilmember Bravo regarding the duration of the program, Councilmember Soto confirmed the program will span two weeks.

In regard to a question from Councilmember Soto regarding the program's participant ages, Mr. Gomez explained they need to be at least fourteen years of age due to a jail visits. Councilmember Soto inquired about recruitment, and Mr. Gomez mentioned a target of 20-25 students with a capacity of twenty-five. Councilmember Soto asked about transportation, which would be provided by the MCSO. Councilmember Soto suggested a scaled-down program due to a potential conflict with Guadalupe's charter schools' fall break, and Mr. Gomez stated he is open to the idea pending a calendar review.

In regard to a question from Councilmember Fuerte regarding where students can sign up, Mayor Molina stated she has a flyer and release forms. Mr. Kulaga stated the flyer can be found on the Town website and Facebook page.

### 2. ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) GENERAL PERMIT AND AUDIT COMPLIANCE STATUS REPORT

Mayor Molina called upon Alex Eckel, Dibble Project Engineer, to provide Council with an update regarding engineering services to complete the Municipal Separate Storm Sewer System (MS4) General Permit and ADEQ Audit and bring the Town of Guadalupe into compliance with stormwater management regulations as required. Mr. Eckel discussed the Town of Guadalupe's stormwater management program, which is regulated by ADEQ. The program aims to prevent pollution from entering the storm sewer system and protected waterways. A recent ADEQ audit identified areas that need updating, and the Town is working to address these recommendations and maintain compliance. Mr. Eckel provided an overview of the Town's stormwater management system, including retention basins and outfall points. Mr. Eckel also explained that ADEQ issues permits for stormwater discharge and oversees compliance. The program focuses on community awareness, public health, and environmental protection. Mr. Eckel outlined ADEQ's role in regulating water quality and enforcing standards. Mr. Eckel discussed the importance of minimizing pollution and the consequences of non-compliance. ADEQ conducts audits and evaluates the effectiveness of stormwater management plans.

Andrew Hamrock, Dibble Transportation Engineer, discussed the progress made in achieving compliance with the MS-4 general permit. Mr. Hamrock mentioned updates to the stormwater management plan, an emergency response plan, and procedures for enforcing illicit discharge restrictions. A public education program is in development, along with training for employees involved in stormwater management. Construction site stormwater runoff control measures have been developed, along with inspection procedures for municipal facilities. Future steps include plan updates, education programs, outreach efforts, inspections, and compliance reporting to ADEQ. Mr. Hamrock emphasized the importance of keeping local and state water clean and pollutant-free.



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Vice Mayor

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In regard to a question from Councilmember Fuerte regarding spreading awareness for stormwater management, Mr. Eckel stated that the Town has already developed various handouts and message boards. Dibble plans to engage with the Town's Facebook page and utilize educational materials to effectively raise awareness about stormwater management.

In response to a question from Councilmember Bravo regarding the inspection occurring annually but seemed to be behind, Mr. Eckel stated that the inspections are random audits, and that the Town was randomly selected in 2021. Mr. Eckel stated that the Town had been investigating different approaches and strategies to comply with the general permit. Mr. Eckel discussed various aspects of the program, including public outreach and education, to ensure compliance by September 30th.

In response to a question from Councilmember Bravo regarding the water quality testing and compliance with the general permit, Mr. Eckel stated that the general permit focuses on compliance and guidelines to minimize violations, rather than requiring water testing. Mr. Eckel stated the importance of having a plan in place to address violations and reported that the only protected waterway the Town might mix with regularly is the Highland Canal.

Jeff Kulaga, Town Manager/Clerk, highlighted the complexity and depth of requirements from ADEQ regarding stormwater management. Mr. Kulaga mentioned that the Town had considered finding a waiver from these requirements in the past but decided against it due to the associated risks. Mr. Kulaga emphasized the importance of compliance with ADEQ regulations and stated that the Town is in decent shape, with an annual deadline for compliance. Mr. Kulaga also mentioned the need to raise awareness about stormwater runoff and its potential impact on water quality. Mr. Kulaga suggested the possibility of having annual meetings to discuss stormwater runoff and compliance efforts.

### 3. NEIGHBORHOOD STREET LIGHTING IMPROVEMENT PROJECT REPORT

Mayor Molina called upon Seth Chalmers, Dibble Engineer, to provide Council with a report regarding the recently completed street light project where fourteen new streetlights were installed on Calle Batoua, Calle Biehn, Calle Carlos, Calle Tomi & Calle Guadalupe. The goal of the project is to improve neighborhood lighting and safety and serve as a pilot program for improving neighborhood lighting throughout Guadalupe. Mr. Chalmers provided an update on the street lighting program in the Town. Mr. Chalmers mentioned that the first project involving fourteen streetlights has been completed and is operational. The project used LED fixtures with a higher mounting height for better light distribution. Mr. Chalmers discussed the importance of uniformity in street lighting, explaining that higher mounting heights and improved uniformity lead to better visibility. Mr. Chalmers mentioned that all the fixtures used in the project look the same, providing consistency in appearance. Mr. Chalmers highlighted the positive feedback received from residents in the neighborhood where the project was completed. Mr. Chalmers encouraged council members and citizens to visit the neighborhood to see the results firsthand. Mr. Chalmers mentioned that a Community Development Block Grant (CDBG) was obtained for the Solaris neighborhood, which is the next project in the street lighting program. The grant will fund the addition of more efficient LED lights in the neighborhood. Mr. Chalmers also discussed plans to expand the program to other neighborhoods in the future.

In regards to a question from Councilmember Bravo regarding whether the existing lights will be removed, Mr. Chalmers explained that a comprehensive assessment and improvement of the entire lighting system is underway. This initiative will involve the removal of existing lights and bury the power cables underground and secure aesthetic funding to facilitate the project.



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In regards to a question from Mayor Molina regarding notifying homeowners with existing holes in their yards, Mr. Kulaga explained that this is a matter that will be addressed as part of their forthcoming street lighting projects. Mr. Kulaga mentioned that some lights are located on private property, which presents a unique challenge. To tackle this issue on a broader scale, similar to their approach to sewer repairs in 2019, a Town-wide assessment was conducted of street lighting. The projects were divided into manageable neighborhoods and components, with the first pilot project being Neighborhood 14. Now armed with the information from this pilot project, they are moving forward with larger-scale initiatives. Mr. Kulaga noted that private lighting on private property is a separate matter from undergrounding, which pertains to streetlights rather than the power lines from SRP to homes. While some lines will be underground, not all of them will be.

Mayor Molina stated many residents have made additions to the easements, like planters and sidewalks, but these may need removal for the street lighting project. Mr. Kulaga stated this challenge might result in lights being placed on private properties. The main goal remains improving public safety and neighborhood aesthetics by replacing outdated lighting. Mr. Kulaga stated it is essential to remember that easements are public property, and community understanding is growing about these necessary modifications.

#### 4. FISCAL YEAR 2022/2023 TOWN GENERAL FUND YEAR END REVIEW

Mayor Molina stated Council will receive a review of the Fiscal Year 2022/23 General Fund budget performance. The presentation will include an overview of the Town FY2022/23 General Fund \$6.3M year-end fund balance and the fiscal impact of two unanticipated project expenditures totaling an estimated \$255,187.

Jeff Kulaga, Town Manager/Clerk, covered the fiscal summary for Fiscal Year 2022/23, with revenues of \$6.7 million and expenditures of \$5.6 million, resulting in a surplus of over \$1.1 million due to the use of COVID ARPA funds. Over the past six years, revenues consistently exceeded expenses, and the General Fund balance increased from under \$900,000 in 2017 to around \$6.3 million in fiscal year 23. This growth stemmed from ARPA funds, smart financial decisions, grants, and cost-saving efforts. Mr. Kulaga emphasized the importance of exercising caution to prevent overspending, considering the Town's dependence on local sales tax revenue and the requirements for asset maintenance and staff recruitment. Mr. Kulaga stated there were unexpected costs of \$255,000 for the General Fund, including a local match for the GCDC home renovation program and an anticipated overrun for the Highline Canal project. The suggestion is to approve both expenditures, as they represent valuable investments, and the General Fund can absorb these costs for now. The Highline Canal project, especially, is deemed worthwhile due to external funding sources.

Mayor Molina expressed gratitude to the staff for their presentation. Mayor Molina highlighted the considerable progress, now having the capacity to undertake substantial capital projects thanks to savings and financial improvements.

#### 5. HIGHLINE CANAL RECREATIONAL PATH LIGHTING REPLACEMENT PROJECT – ARIZONA DEPARTMENT OF TRANSPORTATION PAYMENT

Mayor Molina stated Council will consider and may take action to approve a payment in the amount of \$987,163, as invoiced, to the Arizona Department of Transportation for the Highline Canal Recreational Path Lighting Replacement Project, in accordance with Intergovernmental Agreement (IGA) C2022-48 between the State of Arizona through its Department of Transportation and the Town of Guadalupe, approved November 10, 2022. The estimated total project cost is \$1,488,987 and is funded through a \$501,824 Federal Community Project grant, a \$679,500 SRP neighborhood aesthetic fund allocation, and \$307,663 from Town Capital funds. Construction is scheduled to begin in February 2024. Approval of the payment authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this project.



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Vice Mayor

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Jeff Kulaga, Town Manager/Clerk, provided an overview of a Highline Canal Recreational Path Lighting Replacement Project, emphasizing that seventy-six lights along the canal would be replaced and improved. Mr. Kulaga noted a correction in the project cost estimates, now standing at \$1.4 million. Mr. Kulaga highlighted increased revenues and cost reductions, resulting in an improvement in the project's financial position. Staff recommends approval to advance \$987,000 to initiate the project, which would later be reimbursed, making the estimated total project cost around \$307,000 for the Town.

**Motion by Councilmember Fuerte to adopt agenda item G5; second by Councilmember Sanchez. Motion passed unanimously on a voice vote 5-0.**

Councilmembers approved a payment in the amount of \$987,163, as invoiced, to the Arizona Department of Transportation for the Highline Canal Recreational Path Lighting Replacement Project, in accordance with Intergovernmental Agreement (IGA) C2022-48 between the State of Arizona through its Department of Transportation and the Town of Guadalupe, approved November 10, 2022. The estimated total project cost is \$1,488,987 and is funded through a \$501,824 Federal Community Project grant, a \$679,500 SRP neighborhood aesthetic fund allocation, and \$307,663 from Town Capital funds. Construction is scheduled to begin in February 2024. Approval of the payment authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this project.

#### H. TOWN MANAGER/CLERK'S COMMENTS

Jeff Kulaga, Town Manager / Clerk – No Comments

#### I. COUNCILMEMBERS' COMMENTS

Councilmember Soto

- Thanked staff for their work.

Councilmember Fuerte

- Wished Safe travels to those traveling from Tucson.

Councilmember Sanchez

- Requested MCSO's assistance for calls being received regarding complaints.

Councilmember Bravo

- Thanked staff for their work.

Mayor Molina

- Thanked staff for their work.
- Reminded community members that MCSO and the community college are recruiting youth for upcoming programs.



J. ADJOURNMENT

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

The meeting was adjourned at 7:17 p.m.



\_\_\_\_\_  
Valerie Molina, Mayor

ATTEST:

Valerie Molina  
Mayor

Ricardo Vital  
Vice Mayor

Mary Bravo  
Councilmember

Esteban F. V. Fuerte  
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\_\_\_\_\_  
Jeff Kulaga, Town Manager / Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the September 14, 2023, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

\_\_\_\_\_  
Jeff Kulaga, Town Manager / Town Clerk

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# Proclamation

## DOMESTIC VIOLENCE AWARENESS MONTH

**WHEREAS**, domestic violence is an issue affecting Arizonans in all communities, regardless of age, gender, economic status, race, religion, nationality, or educational background; and

**WHEREAS**, 90 percent of homeless women have experienced severe physical or sexual abuse, 44 percent of cities nationally identified domestic violence as the primary cause of homelessness, and 80 percent of survivors entering shelters identified "finding housing I can afford," secondly only to "safety for myself;" and

**WHEREAS**, it is imperative that we recognize the dedicated efforts of organizations and individuals who work tirelessly to support those who become homeless when fleeing domestic violence; and

**WHEREAS**, the trauma and suffering caused by domestic violence not only devastates families but also poses a threat to the safety of our neighborhoods, weakening the fabric of our communities

**NOW, THEREFORE**, I, Valerie Molina, Mayor of the Town of Guadalupe, do hereby proclaim October, 2023, as

## *Domestic Violence Awareness Month*

and, urge all community members to commit to:

1. Raising awareness about the prevalence and impact of domestic violence in our community.
2. Supporting organizations and individuals dedicated to helping survivors of domestic violence and preventing further occurrences.
3. Acknowledging the critical need for safe and affordable housing for survivors of domestic violence and working towards addressing this issue.
4. Promoting a society where domestic violence is not tolerated, and survivors are empowered to lead safe, healthy lives.

**IN WHITNESS THEREOF**, I have set my hand and cause the Seal of the Town of Guadalupe to be affixed this 28th day of September, 2023.

Valerie Molina, Mayor



# Proclamation

## MES DE LA CONCIENTIZACIÓN SOBRE LA VIOLENCIA DOMÉSTICA

**CONSIDERANDO QUE** la violencia doméstica es un problema que afecta a los habitantes de Arizona en todas las comunidades, sin importar la edad, el género, el estatus económico, la raza, la religión, la nacionalidad o el nivel educativo; y

**CONSIDERANDO QUE** el 90 por ciento de las mujeres sin hogar han experimentado abuso físico o sexual grave, que el 44 por ciento de las ciudades a nivel nacional identifican la violencia doméstica como la principal causa de la falta de vivienda, y que el 80 por ciento de los sobrevivientes que ingresan a refugios identifican "encontrar vivienda asequible" en segundo lugar solo después de "seguridad para mí misma"; y

**CONSIDERANDO QUE** es imperativo que reconozcamos los esfuerzos dedicados de organizaciones e individuos que trabajan incansablemente para apoyar a aquellos que se quedan sin hogar al huir de la violencia doméstica; y

**CONSIDERANDO QUE** el trauma y el sufrimiento causados por la violencia doméstica no solo destrazan familias, sino que también representan una amenaza para la seguridad de nuestros vecindarios, debilitando el tejido de nuestras comunidades

**AHORA, POR LO TANTO**, yo, Valerie Molina, alcaldesa de Guadalupe, por el presente proclamo el mes de Octubre de 2023 como

### *Mes de la concientización sobre la Violencia Doméstica*

y exhorto a todos los miembros de la comunidad a comprometerse a:

1. Sensibilizar acerca de la prevalencia y el impacto de la violencia doméstica en nuestra comunidad.
2. Apoyar a las organizaciones e individuos dedicados a ayudar a los sobrevivientes de la violencia doméstica y prevenir futuros incidentes.
3. Reconocer la necesidad crítica de viviendas seguras y asequibles para los sobrevivientes de la violencia doméstica y trabajar para abordar este problema.
4. Promover una sociedad en la que no se tolere la violencia doméstica y en la que los sobrevivientes sean empoderados para llevar vidas seguras y saludables.

**EN TESTIMONIO DE LO CUAL**, he firmado y hecho colocar el Sello de la Ciudad de Guadalupe en este 28 de Septiembre de 2023.

Valerie Molina, Alcaldesa

**TOWN OF GUADALUPE**  
**ORDINANCE NO. O2023.03**

AN ORDINANCE OF THE TOWN COUNCIL OF GUADALUPE, ARIZONA  
TO AMEND TITLE V: PUBLIC WORKS CHAPTER 50 SEWER BY ADDING  
NEW SECTION DOMESTIC WATER, SECTIONS 50.026 – 50.029

WHEREAS, the Town of Guadalupe, Arizona and the City of Tempe, Arizona are both incorporated municipalities; and

WHEREAS, a municipality may provide services to another municipality including clean water pursuant to an intergovernmental agreement; and

WHEREAS, the City of Tempe and the Town of Guadalupe have an Intergovernmental Agreement whereby the City of Tempe provides domestic water to the residents of the Town of Guadalupe; and

WHEREAS, lead can cause severe damage to the human body; and

WHEREAS, the most common source of lead in drinking water is the wearing away of materials containing lead in household plumbing (lead leaching from corrosion) including pipes made of lead, pipes joined with lead-based solder or galvanized iron pipes that absorb lead materials; and

WHEREAS, Tempe has been monitoring lead and copper in homes in accordance with the Lead and Copper Rules since 1992; and

WHEREAS, in 2021 the Environmental Protection Agency (EPA) revised the Lead and Copper Rules (LCRR) to further protect public health and reduce exposure to lead and copper in drinking water; and

WHEREAS, LCRR requires that water service providers identify the areas most affected by lead and copper exposure by identifying the materials for water service lines which are pipes that connect from the water main to the inlet of a home or building; and

WHEREAS, Tempe has over 44,000 water service lines comprised of both publicly and privately owned sections including these service lines and may require exterior field inspections to the water customers' connections to the house or building; and

WHEREAS, Guadalupe likewise has water service lines which may require exterior field inspections to the water consumers' house or building; and

WHEREAS, Tempe's City Code enables its City Staff or its contractors the right of entry onto private property for inspection, maintenance and testing; and

WHEREAS, Guadalupe's Town Code allows its Town Staff and authorized contractors to enter onto

public property for maintenance of its various meters, lines and connections; and

WHEREAS, the Town of Guadalupe desires to amend its Code to support compliance with the LCRR by allowing Town Staff and its contractors including the Tempe Staff and contractors to access privately owned service lines on the exterior of a house or building beyond the water meter to verify service lines material in accord with requirements of the LCRR, and if necessary, require replacements of services lines.

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

**Section 1**      TITLE V: PUBLIC WORKS

Chapter 50 SEWER Section 50.026 is amended by adding Section 50.026 through 50.029 labeled Domestic Water.

DOMESTIC WATER

Section 50.026

(a) Domestic water may be supplied by the Town, to consumers upon the terms and conditions prescribed in this Article and not otherwise.

(b) The determination of the Town Manager or his designee as to whether any house, occupancy, residence or other building comes within the meaning of this Article so as to require a separate service connection meter box and turn-off valve shall be final provided the owner or occupant of such premises shall have the right to appeal from such decision to the Town Council at its next regular meeting. In the event of such appeal the Town Council decision is final.

(c) Every water service line connected to the Town shall be made of suitable material in accord with industry regulations including the Code of Federal Regulations (Title 40, Chapter 1, Subchapter D Part 141 and 143) and the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction (Section 631).

50.027 Town Not Liable for Damages.

The Town shall not be liable for any damage that may result from the shutting off or turning on of any water supply pipe or main for any purpose whatsoever even if no notice was given nor for damages caused by any break or leak in any water pipe inside the curb nor for damages resulting from water line replacement.

50.028 Maintenance of Meters and Connections

(a) Except as provided in this Chapter the water consumer shall maintain all water lines including those attached to the exterior house on the property.

(b) All meters except in cases where they were willfully or deliberately damaged by the consumer shall be maintained and repaired by the Town at its expense.

(c) An authorized Town employee or authorized Town contractor, including authorized Tempe employees and Tempe contractors, shall be allowed free and unimpeded access to all exterior service connections on the property served by the Town Public Water System for purposes of maintenance or inspection of Town meters and privately-owned service lines.

(d) In case any authorized Town employee or authorized Town contractor, including Tempe employees and Tempe contractors, is refused admittance to any premises or after being admitted shall be hindered or prevented from inspecting the water system and a water service line attached to the house or other building on the property, the Town Manager may cause the water to be turned off for such premises after giving 24 hours notice to the owner or occupant of his intention to do so.

50.029 Service Line Replacement

The Town may require or conduct replacement or repair of all or a portion of any service connection not made of suitable material in accord with industry regulations and may pose a risk to service levels, public health on water quality as determined by the Town.

**Section 2.** Pursuant to the Guadalupe Code of Ordinances § 30.083, ordinances are effective 30 days after adoption or a later date specified therein.

PASSED AND ADOPTED by the Town Council of the Town of Guadalupe, Arizona, this 28 day of September, 2023, by the following vote.

\_\_\_\_\_  
Valerie Molina, Mayor

ATTEST:

\_\_\_\_\_  
Jeff Kulaga, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David E. Ledyard, Town Attorney



## Notice of Public Hearing

The Guadalupe Town Council will hold a public hearing on Thursday, September 28, 2023, at 6:00 p.m., Guadalupe Town Hall, 9241 S. Avenida del Yaqui, Council Chambers, Guadalupe, AZ 85283, to receive public comment on the following:

**PUBLIC HEARING – SEWER CODE TEXT AMENDMENT (ORDINANCE NO. O2023.03):** Public hearing to amend the Town of Guadalupe Zoning Code, Title V, Public Works, Chapter 50 Sewer by adding new sections; § 50.026 Domestic Water, § 50.027 Town Not Liable for Damages, § 50.028 Maintenance of Meters and Connections, and § 50.029 Service Line Replacement.

### Section 1 TITLE V: PUBLIC WORKS

Chapter 50 SEWER Section 50.026 is amended by adding Section 50.026 through 50.029 labeled Domestic Water.

#### Section 50.026 DOMESTIC WATER

(a) Domestic water may be supplied by the Town, to consumers upon the terms and conditions prescribed in this Article and not otherwise.

(b) The determination of the Town Manager or his designee as to whether any house, occupancy, residence, or other building comes within the meaning of this Article so as to require a separate service connection meter box and turn-off valve shall be final provided the owner or occupant of such premises shall have the right to appeal from such decision to the Town Council at its next regular meeting. In the event of such appeal the Town Council decision is final.

(c) Every water service line connected to the Town shall be made of suitable material in accord with industry regulations including the Code of Federal Regulations (Title 40, Chapter 1, Subchapter D Part 141 and 143) and the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction (Section 631).

#### 50.027 TOWN NOT LIABLE FOR DAMAGES

The Town shall not be liable for any damage that may result from the shutting off or turning on of any water supply pipe or main for any purpose whatsoever even if no notice was given nor for damages caused by any break or leak in any water pipe inside the curb nor for damages resulting from water line replacement.

#### 50.028 Maintenance of Meters and Connections

(a) Except as provided in this Chapter the water consumer shall maintain all water lines including those attached to the exterior house on the property.

(b) All meters except in cases where they were willfully or deliberately damaged by the consumer shall be maintained and repaired by the Town at its expense.



(c) An authorized Town employee or authorized Town contractor, including authorized Tempe employees and Tempe contractors, shall be allowed free and unimpeded access to all exterior service connections on the property served by the Town Public Water System for purposes of maintenance or inspection of Town meters and privately-owned service lines.

(d) In case any authorized Town employee or authorized Town contractor, including Tempe employees and Tempe contractors, is refused admittance to any premises or after being admitted shall be hindered or prevented from inspecting the water system and a water service line attached to the house or other building on the property, the Town Manager may cause the water to be turned off for such premises after giving 24 hours notice to the owner or occupant of his intention to do so.

#### 50.029 SERVICE LINE REPLACEMENT

The Town may require or conduct replacement or repair of all or a portion of any service connection not made of suitable material in accord with industry regulations and may pose a risk to service levels, public health on water quality as determined by the Town.

Written comments or objections may be filed via email at [clerk@guadalupez.org](mailto:clerk@guadalupez.org) prior to, or at the hearing. Copies of this amendment are available for review at Guadalupe Town Hall.

**Publish: Wednesday, September 13, 2023**



# THE RECORD REPORTER

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

RR# 3738299

## COPY OF NOTICE

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

Reference #  
Notice Type: MCHRG NOTICE OF HEARING  
Ad Description  
ORDINANCE NO. O2023.03

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

09/13/2023

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

Publication	\$9.10
Arizona Sales Tax	\$0.05
Total	\$9.15

Notice of Public Hearing The Guadalupe Town Council will hold a public hearing on Thursday, September 28, 2023, at 6:00 p.m., Guadalupe Town Hall, 9241 S. Avenida del Yaqui, Council Chambers, Guadalupe, AZ 85283, to receive public comment on the following: PUBLIC HEARING – SEWER CODE TEXT AMENDMENT (ORDINANCE NO. O2023.03): Public hearing to amend the Town of Guadalupe Zoning Code, Title V, Public Works, Chapter 50 Sewer by adding new sections; § 50.026 Domestic Water, § 50.027 Town Not Liable for Damages, § 50.028 Maintenance of Meters and Connections, and § 50.029 Service Line Replacement. Section 1 TITLE V: PUBLIC WORKS Chapter 50 SEWER Section 50.026 is amended by adding Section 50.026 through 50.029 labeled Domestic Water. Section 50.026 DOMESTIC WATER (a) Domestic water may be supplied by the Town, to consumers upon the terms and conditions prescribed in this Article and not otherwise. (b) The determination of the Town Manager or his designee as to whether any house, occupancy, residence, or other building comes within the meaning of this Article so as to require a separate service connection meter box and turn-off valve shall be final provided the owner or occupant of such premises shall have the right to appeal from such decision to the Town Council at its next regular meeting. In the event of such appeal the Town Council decision is final. (c) Every water service line connected to the Town shall be made of suitable material in accord with industry regulations including the Code of Federal Regulations (Title 40, Chapter 1, Subchapter D Part 141 and 143) and the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction (Section 631). 50.027 TOWN NOT LIABLE FOR DAMAGES The Town shall not be liable for any damage that may result from the shutting off or turning on of any water supply pipe or main for any purpose whatsoever even if no notice was given nor for damages caused by any break or leak in any water pipe inside the curb nor for damages resulting from water line replacement. 50.028 Maintenance of Meters and Connections (a) Except as provided in this Chapter the water consumer shall maintain all water lines including those attached to the exterior house on the property. (b) All meters except in cases where they were willfully or deliberately damaged by the consumer shall be maintained and repaired by the Town at its expense. (c) An authorized Town employee or authorized Town contractor, including authorized Tempe employees and Tempe contractors, shall be allowed free and unimpeded access to all exterior service connections on the property served by the Town Public Water System for purposes of maintenance or inspection of Town meters and privately-owned service lines. (d) In case any authorized Town employee or authorized Town contractor, including Tempe

employees and Tempe contractors, is refused admittance to any premises or after being admitted shall be hindered or prevented from inspecting the water system and a water service line attached to the house or other building on the property, the Town Manager may cause the water to be turned off for such premises after giving 24 hours notice to the owner or occupant of his intention to do so. 50.029 SERVICE LINE REPLACEMENT The Town may require or conduct replacement or repair of all or a portion of any service connection not made of suitable material in accord with industry regulations and may pose a risk to service levels, public health on water quality as determined by the Town. Written comments or objections may be filed via email at clerk@guadalupeaz.org prior to, or at the hearing. Copies of this amendment are available for review at Guadalupe Town Hall. Publish: Wednesday, September 13, 2023 9/13/23

RR-3738299#

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## RESOLUTION NO. R2023.13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE TRANSFER OF \$200,000 TO THE FISCAL YEAR (FY) 2023/24 GRANT FUND – GUADALUPE COMMUNITY DEVELOPMENT CORPORATION – HOUSING REHABILITATION PROGRAM, AND THE TRANSFER OF \$55,187 TO THE FISCAL YEAR (FY) 2023/24 CAPITAL PROJECT IMPROVEMENT FUND – HIGHLINE CANAL PATH LIGHTING REPLACEMENT PROJECT, FROM THE GENERAL FUND.

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

SECTION 1. Authorization.

The Mayor, or designee, authorized the transfer \$255,000 from the General Fund to the following fund:

The transfer of funds from the FY 2023/24 General Fund to the FY2023/24 Guadalupe Community Development Corporation – Housing Rehabilitation Program, and the transfer of funds from the FY 2023/24 General Fund to the (FY)2023/2024 Capital Project Improvement Fund – Highline Canal Path Lighting Replacement Project, from the General Fund. The transfer amount herein as specified below is hereby authorized:

Fiscal Year 2023-2024		
<u>Transfer From:</u>	<u>Transfer To:</u>	<u>Amount</u>
General Fund	Grant Fund	\$200,000
General Fund	Capital Improvement Projects Fund	\$ 55,187

General Fund Total: \$255,187

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, THIS 28<sup>th</sup> DAY OF SEPTEMBER, 2023.

\_\_\_\_\_  
Valerie Molina, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Jeff Kulaga  
Town Manager/Clerk

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

## RESOLUTION NO. R2023.15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR, OR DESIGNEE, TO EXECUTE ON BEHALF OF THE TOWN, AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF MARICOPA, ARIZONA (COUNTY) AND THE TOWN OF GUADALUPE AUTHORIZING MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT TO PROVIDE FUNDING FROM AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR THE GUADALUPE HOMEOWNERS REHABILITATION PROGRAM.

WHEREAS, The Town of Guadalupe and Maricopa County administered by its Human Services Department, through an Intergovernmental Agreement (C2023.24) seek to rehabilitate owner-occupied homes within the Town of Guadalupe to improve health and safety conditions through Guadalupe's Homeowner Rehabilitation Program. The County shall provide the Town of Guadalupe with \$1,000,000 of American Rescue Plan Act ("ARPA") Funds to rehabilitate approximately 55 owner-occupied homes, for eligible households in the Town of Guadalupe.

WHEREAS, the term of this Intergovernmental Agreement is from October 18, 2023, through May 31, 2025.

WHEREAS, the Town of Guadalupe agrees to provide \$200,000 of Town General Fund monies as a local match to the County's ARPA funds for a total of \$1,200,000 the purpose of the Guadalupe Homeowner Rehabilitation Program to rehabilitate approximately 55 eligible owner-occupied homes.

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

**SECTION 1. Authorization.**

The Mayor is authorized to execute on behalf of the Town of Guadalupe Intergovernmental Agreement (C2023.24) with the County of Maricopa, Arizona, for the Guadalupe's Homeowner Rehabilitation Program for a period from October 18, 2023, through May 31, 2025.

**SECTION 2. Modification.**

The Town of Guadalupe Manager is hereby authorized and directed to approve non-substantive modifications to the Agreement that may be necessary to correct scrivener's errors or clarify the meaning of the Agreement. Under no circumstances is the Town of Guadalupe Manager authorized to make or approve any modification that changes the obligations of the Town of Guadalupe under the Intergovernmental Agreement.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, THIS 28<sup>th</sup> DAY OF SEPTEMBER, 2023.

\_\_\_\_\_  
Valerie Molina, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Jeff Kulaga  
Town Manager/Clerk

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



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

Agreement Number: C2023-24  
 Agreement Amount: \$1,000,000  
 Agreement Start Date: October 18, 2023  
 Agreement Termination Date: May 31, 2025  
 ALN; 21.027 American Rescue Plan Act  
 Unique Entity ID: GZ5VG9MHR697

#### 1.0 PARTIES

This financial Intergovernmental Agreement (“Agreement”) is between Town of Guadalupe (“Town” or “Subrecipient”) and Maricopa County (“County”) administered by its Human Services Department, (“Department”), The County and the Subrecipient collectively are referred to as the “Parties” and individually as the “Party.”

#### 2.0 PURPOSE

Through this Agreement, owner-occupied homes will be rehabilitated to improve health and safety conditions through Guadalupe’s Homeowner Rehabilitation Program (the “Program”). The County shall provide the Subrecipient with American Rescue Plan Act (“ARPA”) Funds to rehabilitate approximately 55 owner-occupied homes, for eligible households in the Town of Guadalupe.

#### 3.0 TERM OF AGREEMENT

- 3.1 The term of this Agreement is from October 18, 2023 through May 31, 2025.  
 3.2 This Agreement may be extended, but not beyond December 31, 2026, with the condition the Subrecipient is in compliance with the terms and conditions of this Agreement. Extensions shall be process as identified in section 4.0 (Amendment).  
 3.3 This Agreement shall be effective upon approval and signature by both Parties.

#### 4.0 AMENDMENTS

Any changes to this Agreement shall be effective only by a written amendment signed by both Parties.

## 5.0 ADMINISTRATIVE CHANGE ORDERS

- 5.1 The Chairman of the Board of Supervisors is authorized upon the recommendation of the County's Human Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon approval and execution by both the Chairman of the Board of Supervisors and the Subrecipient. Administrative Change Orders may address any of the following areas:
- 5.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;
  - 5.1.2 Modifications to budget line items if the Agreement amount remains unchanged;
  - 5.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
  - 5.1.4 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by the U.S. Department of Treasury or local regulations, policies, or requirements.

## 6.0 FUNDING

The County shall provide the Subrecipient with \$1,000,000 in ARPA Funds under Assistance Listing Number (ALN) 21.027 and provided to the County through the U.S. Department of Treasury.

## 7.0 AVAILABILITY OF FUNDS

- 7.1 This Agreement and the Parties' obligations under it shall become effective when funds assigned for the purpose of compensating the Subrecipient are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement, and the County shall keep the Subrecipient fully informed as to the availability of funds.
- 7.2 If any action is taken by any federal, state, local agency, or any other agency or instrumentality other than the County to amend, suspend, or terminate its fiscal obligation under or provided in connection with this Agreement, then the County may amend, suspend, or terminate this Agreement. In the event of termination, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. Furthermore, upon termination Subrecipient shall be released from all pending responsibilities and shall have no further obligation to perform under the Agreement unless it is expressly provided for herein as an obligation that survives termination. The County shall give written notice of their intent to suspend performance or their intent to terminate this Agreement under this Section at least ten (10) calendar days in advance.

## 8.0 RESPONSIBILITIES OF ORGANIZATIONS

- 8.1 The Subrecipient shall:
- 8.1.1 Complete the project description in Exhibit A, Statement of Work.
  - 8.1.2 Ensure compliance with federal, state, and County requirements as they relate to the federal ARPA requirements.
  - 8.1.3 Ensure compliance with all laws, rules, and regulations.
  - 8.1.4 Maintain a sufficient number of qualified and trained staff to provide services under this Agreement.
  - 8.1.5 Complete Quarterly Reports that contain the following information

- 8.1.5.1 Status and updates on project timelines;
- 8.1.5.2 Current quarter expenditures;
- 8.1.5.3 Expenditure forecasting;
- 8.1.5.4 Anticipated delays or issues;
- 8.1.5.5 Any recent significant disruptions or issues;
- 8.1.5.6 Other information the Department should be aware of;
- 8.1.5.7 Quarterly Reports will be due no later than 30 days after the end of the reporting quarter.

8.2 The County shall:

- 8.2.1 Review invoiced costs related to costs associated with this project on a monthly basis.
- 8.2.2 Report to the U.S. Department of Treasury on the Subrecipient's use of funds.

## 9.0 COMPENSATION

- 9.1 Subrecipient shall submit monthly invoices to the County.
  - 9.1.1 For all invoiced costs related to general services and other costs associated with this project.
- 9.2 The Agreement is on a cost reimbursement basis.
- 9.3 The County shall reimburse the Subrecipient on a net 0 payments standard.
- 9.4 Final Reimbursement Upon Agreement Termination.
  - 9.4.1 Prior to termination of this Agreement, at the date identified on page 1 of this Agreement, or as may be amended, the Subrecipient shall submit the final reimbursement request.
  - 9.4.2 This request shall be submitted no later than 30 calendar days after the termination date except as noted immediately below.
  - 9.4.3 If the termination date is between June 10 and June 30, then the final reimbursement request shall be submitted by July 10<sup>th</sup>.
  - 9.4.4 The final progress report, and any other required reports that may be applicable, such as the program income report, shall be submitted with the final reimbursement request.
  - 9.4.5 Late receipt of the Final Reimbursement Request (e.g., not received within 45 days following the termination date) may result in forfeiture of payment.

## 10.0 METHOD OF PAYMENT

- 10.1 The Subrecipient shall submit invoices for project activities to [hsdfinance@maricopa.gov](mailto:hsdfinance@maricopa.gov)
- 10.2 Funds not expended in implementing the Statement of Work or upon completion of the Statement of Work shall be returned to the ARPA unprogrammed funds account.
- 10.3 The County shall reimburse the Subrecipient on a net zero payment standard.
- 10.4 Payment by the County is not to be construed as final in the event the Department of Treasury disallows payment for the activity or any portion thereof.

## 11.0 DISALLOWED COSTS

- 11.1 The cost principles set forth in the Code of Federal Regulations, 2 C.F.R. Part 200 Subpart E 2 C.F.R. § 200 et seq.), including later amendments and editions on file with the Arizona Secretary of State and incorporated here by reference, shall be used to determine the allowability of incurred reimbursable costs under this Agreement.

- 11.2 Further, the Subrecipient shall follow cost principles as outlined in Office of Management and Budget (OMB) Uniform Guidance, 2 C.F.R. §§ 200, et seq.
- 11.3 Costs defined as unallowable in 2 C.F.R. shall not be submitted by the Subrecipient and will not be reimbursed by the County.

## 12.0 TERMINATION

- 12.1 Under A.R.S. § 38-511, the Parties may cancel this Agreement without penalty or further obligation within three years (3) after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of one Party at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other Party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, either Party may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the one Party from the other Party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.
- 12.2 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by a Party under the Availability of Funds provision). Any notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth in Section 13.0 of this Agreement. In the event of termination, the Parties shall be liable for payment only for reimbursable costs incurred prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. Neither Party shall be liable for any incomplete or additional performance under the Agreement unless expressly stated herein as an obligation that survives termination.
- 12.3 The County may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement or if the Subrecipient fails to maintain a good-faith effort to carry out the purpose of this Agreement.

## 13.0 NOTICES

Notifications and communications concerning this Agreement shall be directed to the following:

Subrecipient:  
 Town of Guadalupe  
 Jeff Kulaga, Town Manager/Clerk  
 (480) 505 5376  
[Jkulaga@guadalupez.org](mailto:Jkulaga@guadalupez.org)  
 9241 S. Avenida Del Yaqui  
 Guadalupe, AZ 85283

Maricopa County  
 Human Services Department  
 Jamie Macfarlane, Housing and  
 Community Development Manager  
 (602) 506-5813  
[jamie.macfarlane@maricopa.gov](mailto:jamie.macfarlane@maricopa.gov)  
 234 N. Central Avenue 3rd Floor  
 Phoenix, AZ 85004

#### **14.0 EMPLOYMENT DISCLAIMER**

- 14.1 This Agreement is not intended to constitute, create, give rise to, or to otherwise recognize a joint venture, partnership, or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.
- 14.2 The Subrecipient agrees that no individual performing under this Agreement on behalf of the Subrecipient shall be considered a County agent, employee, or representative and those individuals are not entitled County civil service rights, County retirement rights, or any other rights provided under the County personnel rules, nor shall those rights accrue or apply to any such individual. The Subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals shall indemnify, defend and hold harmless the County with respect to the foregoing.
- 14.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a Subrecipient agent, employee, or representative and that no rights of Subrecipient civil service, Subrecipient retirement, or Subrecipient personnel rules shall accrue or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend and hold harmless the Subrecipient with respect to the foregoing.

#### **15.0 GENERAL REQUIREMENTS**

- 15.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations of ARPA. Any lawsuit arising out of this Agreement shall be brought in the superior court of Maricopa County, Arizona.
- 15.2 The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
- 15.3 The Subrecipient shall comply with the regulations prohibiting a conflict of interest. The Subrecipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in Subrecipient's organization or with which the Subrecipient (or any of its directors, officers, owners, trust certificate holders, or a relative thereof) has a substantial interest, unless the Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval for the payments
- 15.4 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

#### **16.0 ASSIGNMENT AND SUBCONTRACTING**

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



- 16.2 In accordance with 2 C.F.R. §200.331, the Subrecipient may make a “Subaward” as a pass-through entity for the purpose of carrying out a portion of the federal award and General Funds. The Subrecipient will make determinations classifying recipients of federal funds as a subrecipient.
- 16.3 Subrecipient shall ensure compliance by any subcontractor with all ARPA requirements, including reporting requirements.

## **17.0 DISPUTES**

- 17.1 Except as otherwise provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, but which shall not exceed one hundred twenty (120) calendar days. Disputes which are not resolved in that time period, shall be submitted in accordance with the following formal dispute resolution process.
- 17.1.1 Notice of the specific grounds of a dispute shall be in writing and filed with the County Representative listed in the Notices paragraph, within ten (10) business days from the date the Subrecipient knew or should have known of the basis of the dispute.
- 17.1.2 The County Representative shall respond in writing to the Subrecipient within fourteen (14) business days. The decision of the County Representative shall be final and conclusive unless, within seven (7) business days after the date the Subrecipient is served with the decision, the Subrecipient files a written notice of appeal with the Human Services Department Director.
- 17.1.3 The Department Director shall provide the Subrecipient with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.
- 17.1.4 Pending a final decision of the Director, the Subrecipient shall diligently proceed with its performance of this Agreement in accordance with the County Representative’s decision.
- 17.1.5 In the event Subrecipient disagrees with the Director’s decision, Subrecipient shall have every existing and future right or remedy available by law or in equity to resolve the dispute.

## **18.0 SEVERABILITY**

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

## **19.0 STRICT COMPLIANCE**

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

## **20.0 SINGLE AUDIT ACT REQUIREMENTS**

The Subrecipient is in receipt of federal funds through the County and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq.*). The Subrecipient shall comply with 2 C.F.R. 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The Subrecipient shall take corrective actions within six (6) months of the date of the receipt of audit findings. The County shall consider sanctions as described in 2

C.F.R. § 200.505 if it is determined by ARPA or the County that the Subrecipient is not in compliance with the audit requirements.

## **21.0 AUDIT DISALLOWANCES**

21.1 The Subrecipient shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

21.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the Subrecipient in writing of the disallowance and identify the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

## **22.0 LIMITATION ON LIABILITY**

22.1 The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.

22.2 The Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the County or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the County or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.

## **23.0 GENERAL INDEMNIFICATION**

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party and its officers, officials, employees, and agents (collectively, "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney and expert fees) (collectively referred to as "Claims") either arising from or related to breach of this Agreement, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions. The obligations under this Section 23 shall survive termination of this Agreement.

## 24.0 INSURANCE

- 24.1 Each Party herein this Agreement is a public entity and shall provide the other Party a Certificate of Self-Insurance equal to:
- |                       |             |
|-----------------------|-------------|
| General Aggregate     | \$3,000,000 |
| Each Occurrence Limit | \$1,000,000 |
- 24.2 Subrecipient, at Subrecipient's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 24.3 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.
- 24.4 In the event that the insurance required is written on a claims-made basis, Subrecipient warrants that any retroactive date under the policy shall precede the effective date of this Contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.
- 24.5 Subrecipient's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 24.6 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 24.7 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Subrecipient shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Subrecipient to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 24.8 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds or additional loss payees as applicable.
- 24.9 The policies required hereunder, except Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Subrecipient's work or service.
- 24.10 If available, the insurance policies required by this Contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.
- 24.11 Commercial General Liability
- 24.11.1 Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations

Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

24.12 Errors and Omissions/Professional Liability Insurance

24.12.1 Errors and Omissions (Professional Liability) insurance which will insure and provide coverage for errors or omissions, or professional liability of the architect engaged by the Subrecipient for the Project, with limits of no less than \$2,000,000 for each claim.

24.13 Builder's Risk (Property) Insurance

24.13.1 Subrecipient shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount, as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than County has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of County, Subrecipient, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction and shall continue until the work is completed and accepted by County. For new construction projects, Subrecipient agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, Subrecipient agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, and demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the contract. Builders' Risk insurance must provide coverage from the time any covered property comes under Subrecipient's control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary, and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of County, Subrecipient will be responsible for providing property insurance for these exposures under a Boiler and Machinery insurance policy or the Builders' Risk Insurance policy.

24.14 Certificates of Insurance

- 24.14.1 Within ten (10) calendar days following the closing of construction financing for the Project, the Subrecipient shall furnish the County with valid and complete Certificates of Insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and title.
  - 24.14.2 In the event any insurance policy(ies) required by this Contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of Subrecipient's work or services and as evidenced by annual certificates of insurance.
  - 24.14.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.
- 24.15 Certificate holder shall be identified as:
- Maricopa County
  - c/o Risk Management
  - 301 W Jefferson St., Suite 910
  - Phoenix, AZ 85003
- 24.16 Cancellation and Expiration Notice
- 24.16.1 Applicable to all insurance policies required within the insurance requirements of this contract, Subrecipient's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 days prior written notice to Maricopa County. Subrecipient must provide to Maricopa County, within ten business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Human Services Department and shall be mailed, or hand delivered to 234 N. Central Avenue, Phoenix, AZ 85004, or emailed to the Human Services representative noted in the Contract.

## **25.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

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

## **26.0 TECHNICAL ASSISTANCE**

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

**27.0 STAFF AND VOLUNTEER TRAINING**

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

**28.0 CLEAN AIR ACT**

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

**29.0 LOBBYING**

29.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

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

**30.0 RELIGIOUS ACTIVITIES**

The Subrecipient warrants that none of its costs incurred will include any expense related to any religious activities.

**31.0 POLITICAL ACTIVITY PROHIBITED**

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

**32.0 COVENANT AGAINST CONTINGENT FEES**

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

**33.0 RIGHTS IN DATA**

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

**34.0 COPYRIGHTS**

If this Agreement results in a book or other written material, the author is free to copyright the work, but the Parties reserve a royalty-free, nonexclusive, perpetual and irrevocable

license to reproduce, publish, and otherwise use and to authorize others to use, all copyrighted material and all material that may be copyrighted as a result of this Agreement.

### **35.0 AGREEMENT COMPLIANCE MONITORING/AUDITING**

- 35.1 The County will monitor the Subrecipient's compliance as needed for fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by ARPA and Maricopa County. On-site visits for compliance monitoring may be made by the County and/or its grantor agencies at any time during the Subrecipient's normal business hours, announced and/or unannounced. For auditing purposes, the County shall provide the Subrecipient with 30-days' advance notice of any proposed on-site visit. During an on-site visit(s), the Subrecipient shall reasonably make all of its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.
- 35.2 The County shall request information for fiscal monitoring/audit per OMB Uniform Guidance 2 C.F.R. § 200, to include as applicable:
- 35.2.1 Financial Management 2 C.F.R. § 200.302
  - 35.2.2 Internal Controls 2 C.F.R. § 200.303
  - 35.2.3 Bonds 2 C.F.R. § 200.304
  - 35.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305
  - 35.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306
  - 35.2.6 Program Income 2 C.F.R. § 200.307
  - 35.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308
  - 35.2.8 Period of Performance 2 C.F.R. § 200.309
  - 35.2.9 Insurance Coverage 2 C.F.R. § 200.310
  - 35.2.10 Record Retention and Access 2 C.F.R. §§ 200.334 – 200.338
  - 35.2.11 Procurement Standards 2 C.F.R. § 200.318
  - 35.2.12 Indirect Costs 2 C.F.R. § 200.414
  - 35.2.13 Compensation-Personal Services 2 C.F.R. § 200.430
  - 35.2.14 Audit Requirements 2 C.F.R. §§ 200.501-200.517

### **36.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS**

- 36.1 The Subrecipient shall, during the term of this Agreement, within fifteen (15) business days from acceptance, inform the Director in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. The Subrecipient's failure to notify the County of any such agreement shall be a breach of this Agreement and the County may immediately terminate this Agreement without liability.
- 36.2 The Director may request, and Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of all such other agreements or grants, when, in the opinion of the Director, the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement, except to the extent prohibited by law.
- 36.3 If the Director determines that the award to the Subrecipient from such other agreements or grants has affected the costs being paid or reimbursed under this Agreement, then the Director shall prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" paragraph of this Agreement.

**37.0 MINIMUM WAGE REQUIREMENTS**

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

**38.0 RECOGNITION OF COUNTY SUPPORT**

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

**39.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS**

The Subrecipient, in connection with any services or other activities under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Subrecipient shall include this clause in all its Subcontracts.

**40.0 DISABILITY REQUIREMENTS**

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

**41.0 EQUAL EMPLOYMENT OPPORTUNITY**

41.1 The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

41.2 The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

41.3 The Subrecipient shall and shall cause their respective subcontractors to comply with:

41.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.);

41.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.);

41.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, et seq.);

41.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and

41.3.5 Arizona Executive Order 2009-09, et seq. as amended, which mandates that all persons shall have equal access to employment opportunities.

**42.0 UNIFORM ADMINISTRATIVE REQUIREMENTS**

The Subrecipient agree to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND



AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. §§ 200, *et seq.*

#### **43.0 FINANCIAL MANAGEMENT**

The Subrecipient shall establish an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disbursed in the manner specified by the County in accordance with applicable State of Arizona and federal regulations. If an accounting system is used, then it shall be in accordance with generally accepted accounting principles.

#### **44.0 RETENTION OF RECORDS**

44.1 This provision applies to all financial and programmatic records, supporting document, statistical records, and other records of the Subrecipient that are related to this Agreement.

44.2 The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and state auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy, and make use of any and all of the records.

#### **45.0 ADEQUACY OF RECORDS**

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

#### **46.0 IMMIGRATION LAWS AND REGULATIONS**

##### **46.1 Federal Immigration and Nationality Act**

46.1.1 The Subrecipient understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Subrecipient agrees to comply with the IRCA in performing under this Agreement and to permit the County to reasonably inspect personnel records to verify such compliance, to the extent required by law.

46.1.2 By entering into this Agreement, the Subrecipient warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. The Subrecipient shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the County upon request. These warranties shall remain in effect through the term of the Agreement. The Subrecipient and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

46.1.3 The County may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should the County suspect or find that the Subrecipient or any of its subcontractors are not in compliance, then the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of

work, termination of the Agreement for default, and suspension or debarment (or both) of the Subrecipient. All costs necessary to verify compliance are the responsibility of the subrecipient or its subcontractor.

46.2 **Arizona Law:** The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges that:

46.2.1 That the Subrecipient and their Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

46.2.2 A breach of a warranty under this Subparagraph 46.2.2 shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability; and

46.2.3 The County and any contracting government entity retain the legal right to inspect the papers and employment records of the Subrecipient or their Vendor's employees who works on this Agreement to ensure that such Party or Vendor is complying with the warranty provided under this Subparagraph 46.2.3 and that the Subrecipient agrees to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

#### **47.0 DRUG FREE WORKPLACE ACT**

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

#### **48.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

48.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under a public transaction; (2) the violation of any federal or State antitrust statutes or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

48.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 48.1.2 above; and

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

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

**49.0 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**

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

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

49.3 The Subrecipient shall insert the substance of this clause, including this Paragraph 49.0, in all subcontracts over the agreed upon simplified acquisition threshold (\$250,000 as of June 2021).

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

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

**51.0 SURVIVAL**

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

**52.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE**

52.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.

52.2 This Agreement may be immediately terminated by a Party if the other Party defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the other Party's ability to perform any of its obligations under this Agreement.

52.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, had not been reimbursed), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:

52.3.1 Non-performance of any obligations required by this Agreement.

52.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.

52.3.3 Unauthorized expenditure of funds.

- 52.3.4 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 *et seq.*
- 52.3.5 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 52.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Subrecipients, without intent to limit or with restrictions, be subject to the following:
  - 52.4.1 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against that Party at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under Agreement.
  - 52.4.2 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
- 52.5 The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

### **53.0 ADMINISTRATIVE REQUIREMENTS**

- 53.1 Accounting Standards - The Subrecipient agrees to comply with this Agreement and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 53.2 Repayment of Funds – The Subrecipient agrees to repay funds provided under this Agreement for noncompliance with the terms of this Agreement. Repayment shall be in accordance with the terms of this Agreement or the requirement of applicable laws and regulations, including continuing use compliance. The County shall specify in writing, the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or compliance with the alternative terms be complete any later than sixty (60) calendar days following the written determination of noncompliance by the County.
- 53.3 Documentation and Record Keeping - The Subrecipient agrees to comply with this Agreement and the following record keeping requirements:
  - 53.3.1 Records to be maintained - The Subrecipient shall maintain all financial records as required by 2 C.F.R. § 200, and OMB Circulars;
  - 53.3.2 System for Award Management -The Subrecipient and all subcontractors or subrecipients shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for

Award Management, or SAM.gov. Documentation of the UEI Number must be included in all project files.

- 53.3.3 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all requirements have been met. In the event of litigation, a claim, or an audit is begun before the expiration of this retention period, said records shall be retained until all such action or audit findings involving the records have been resolved.
- 53.3.4 Disclosure - The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.
- 53.3.5 Property Records - The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

#### **54.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)**

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

#### **55.0 FORCE MAJEURE**

- 55.1 The Subrecipient shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.

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

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

APPROVED BY:  
TOWN OF GUADALUPE

APPROVED BY:  
MARICOPA COUNTY

\_\_\_\_\_  
Valerie Molina Date  
Mayor

\_\_\_\_\_  
Clint Hickman Date  
Chairman Board of Supervisors

Attested to:

Attested to:

\_\_\_\_\_  
Jeff Kulaga Date  
Town Manager/ Clerk

\_\_\_\_\_  
Juanita Garza, Clerk of the Board Date

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
David Ledyard, Town Attorney Date

\_\_\_\_\_  
Kim Miles, Deputy County Attorney Date

## EXHIBIT A - STATEMENT OF WORK

### 1.0 Project Description:

1.1 The Town of Guadalupe is responsible for partially funding the repair or rehabilitation of approximately fifty-five (55) owner-occupied homes for eligible low-to-moderate income households). Guadalupe Community Development Corporation will provide the administration of the Homeownership Rehab program (Project) for the Town of Guadalupe. Approximately fifty (50) of the households will be assisted with \$1,000,000 Maricopa County ARPA funds and the remaining five (5) households will be assisted with Town of Guadalupe funds. The average investment in a home will be \$20,000. This project is an ongoing effort to improve housing conditions and maintain affordable housing for residents within the Town of Guadalupe. Guadalupe's Homeownership Rehab Program (Project) guidelines include the following requirements: (1) Beneficiary must own and live in their home as their principal residence; (2) The Beneficiary's real estate taxes, mortgage payments, and homeowner's insurance must be verified as current; (3) The Beneficiary's annual household income will not exceed 80% of the Area Median Income (AMI); and (4) Beneficiaries participate in the program by agreeing to and signing a Grant Agreement. The Grant Agreement has a recapture period of 5 years, during which time, if the owner sells or transfers the property, the award must be paid back. If the owner dies, and the home continues to be occupied by an income-qualified immediate family member who has inherited the property, the remaining term of the Grant Agreement can be transferred to the new owner of the property.

The scope of the repairs will be:

#### 1.2.1 General repairs on owner-occupied homes:

1.2.1.1 Major home systems including roofing, plumbing, electrical

1.2.1.2 Repair or replace appliances including refrigerator, stove/oven, water heater, washer/dryer

1.2.1.3 Moisture issues: mold, mildew, standing water

#### 1.2.2 Rehabilitation on owner-occupied homes:

1.2.2.1 ADA accommodations

1.2.2.2 Safety hazards

1.2.2.3 Critical home systems including roofing, plumbing, electrical, septic/sewer

1.2.2.4 Security including property boundary, entry doors, and windows

1.2.2.5 Cleanup including pests, hoarding, unsanitary/unsafe conditions

#### 1.2.3 HVAC repair/replace for low-income owner occupants:

1.2.3.1 Repair/Replacement of heating and/or cooling unit(s)

1.2.3.2 Ductwork and sealing as necessary for the operation of unit(s)

1.2.3.3 General repairs as needed for operation of the unit(s) (tune-ups and servicing alone are not eligible)

### 1.2 Supportive Services:

Guadalupe Community Development Corporation staff will assist families with help to understand maintenance of their homes and budgeting to pay their bills, to limit the use of credit cards, and to pay real estate taxes and property insurance.

## 2.0 Subrecipient contributions:

The project's total budget is \$1,200,000 comprised of \$1,000,000 in Maricopa County ARPA funds, and \$200,000 in Town of Guadalupe funds. Maricopa County ARPA funds will pay for direct and indirect program cost as provided in the budget.

## 3.0 Project Eligibility:

- 3.1 Property Standards -- Housing that is constructed or rehabilitated with ARPA funds must meet all applicable local codes, rehabilitation and construction standards, ordinances, and zoning ordinances, including Section 504 of the Rehabilitation Act of 1973 and Fair Housing Act, as amended, at the time of project completion.
- 3.2 Owner Occupancy and Income Requirements – Applicants must certify that they are the owner-occupant. The Project staff shall determine and verify income eligibility of homeowners for each unit prior to approval of rehab work and shall document. The annual household gross income of each unit must not exceed 80% AMI adjusted by household size. The Project staff shall document sources of income and examine eligibility in order to meet requirements of HOME regulations at 24 C.F.R. Part 92.203 or HUD's Section 8 (Part 5) guidelines (using the Technical Guide for Determining Income and Allowances for the HOME Program).
- 3.3 Affordability Period – The Town of Guadalupe shall ensure affordability will be maintained through a Grant Agreement that the owner beneficiary signs before start of the rehab, which states that if they sell or transfer the property within 5 years, they must repay the award. Town of Guadalupe must maintain policies and procedures for verifying annually whether beneficiaries still own and reside in the home, and how they will enforce the Agreement, if the beneficiary sells or transfers the property. If a beneficiary dies and the home continues to be occupied by an income-qualified immediate family member who has inherited the property, the remaining term of the Grant Agreement can be transferred to the new owner of the property or paid back.
- 3.4 Program Income – This subrecipient is providing forgivable liens for the home improvements to the qualified homeowners. If a homeowner sells or transfers ownership prior to the maturity of the lien, the balance due will be collected as program income. Eighty-three percent (83%) of program income generated through completion of this activity will be recoverable by Maricopa County to reallocate to one or more future affordable housing projects. Program income payments shall be made to Maricopa County within sixty (60) days after receipt by the subrecipient. The subrecipient will be required to submit annual certification to document program income activity. Any program income retained by the Town of Guadalupe will be reinvested into the housing rehabilitation program to be used for eligible activities in accordance with Town's requirements.

## 4.0 Deliverables:

Beneficiaries			
	ARPA Assisted	Non-ARPA Assisted	Total Assisted
Number of households (units)	50	5	55
Number of people served annually (approximate)	155	20	175



**5.0 Budget:**

<b>Fund Sources</b>	
<b>Sources</b>	<b>Total</b>
Maricopa County – ARPA	\$ 1,000,000

<b>Maricopa County ARPA Funds</b>	
Construction Hard Costs- Residential (Direct Project Costs)	\$1,000,000

**6.0 Proposed Project Schedule:**

<b>Project Milestone</b>	<b>Estimated Completion Date</b>	<b>Comments</b>
Other Funds Firm Commitment/Maricopa County ARPA	9/27/2023	
Other Funds Firm Commitment/Town of Guadalupe	9/28/2023	\$200,000 in Town of Guadalupe funds subject to Town Council Approval as part of the FY 24 annual budget
Program Mobilization	10/30/2023	
25% Completion	4/1/2024	14 Total
50% Completion	8/1/2024	27 Total
75% Completion	12/1/2024	41 Total
100% Completion	3/30/2025	55 Total Units

**C2023-25**  
**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (MOU) **C2023-25** made and entered into this 28<sup>th</sup> day of September 2023, by and between the Town of Guadalupe, (hereinafter referred to as the "Town") a local government agency, and Guadalupe Community Development Corporation, (hereinafter referred to as the "GCDC") a local 501 (C)(3) nonprofit entity; all parties established under the laws of the State of Arizona.

**WHEREAS** it is necessary that the Town and GCDC enter into a Memorandum of Understanding (MOU) for the implementation of certain housing rehabilitation activities.

**MOU TERM:** The term of this MOU shall be October 18, 2023, through May 31, 2025.

**NOW, THEREFORE,** the parties do hereby agree as follows:

- A. On March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law. ARPA was intended to provide increased aid to individuals, families, businesses, and governments affected by the COVID-19 pandemic.
- B. The Town will receive \$1,000,000 of ARPA funds from the Maricopa County, administered by its Human Services Department, through IGA **C2023-25**, for the Guadalupe's Homeowner Rehabilitation Program to rehabilitate approximately 55 eligible owner-occupied homes.
- C. The Town agrees to provide the GCDC with \$1,000,000 of the ARPA funds received from the Maricopa County, administered by its Human Services Department, the Guadalupe Homeowner Rehabilitation Program to rehabilitate approximately 55 eligible owner-occupied homes.
- D. The Town agrees to provide the GCDC with \$200,000 of Town General Fund monies as a local match to the County's ARPA funds for the purpose of the Guadalupe Homeowner Rehabilitation Program to rehabilitate approximately 55 eligible owner-occupied homes.
- E. The Town agrees to reimburse GCDC an amount not to exceed \$1,200,000 for the purpose of the Guadalupe Homeowner Rehabilitation Program for eligible families and eligible home repairs and improvements, in accordance with the Owner-Occupied Housing Rehabilitation Guidelines, Exhibit C.
- F. The GCDC agreed to administer the Guadalupe Homeowner Rehabilitation Program to rehabilitate approximately 55 eligible owner-occupied homes in accordance with the Owner-Occupied Housing Rehabilitation Guidelines, Exhibit C and complete the rehabilitation of 55 homes by May 31, 2025.
- G. The GCDC, a certified Community Housing Development Organization (CHDO) with the Maricopa County Home Consortium, operates an established HOME eligible housing development program which assists low- and very-low-income families residing in the Town of Guadalupe, as defined by the Maricopa County Human Services HOME Consortium.

**MOU ADMINISTRATION:** In accordance with federal regulations, including the American Rescue Plan Act of 2021 and 2 CFR Part 200, the TOG and GCDC are responsible for ensuring the administration of the Program in accordance with all program requirements.

- A. Internal Controls - Town and GCDC shall utilize adequate internal controls and maintain necessary source documentation for all activity costs incurred. GCDC will be responsible for reporting all expenses and costs related to the program to the Town.
- B. Records Retention - Town and GCDC shall retain all records pertinent to this MOU for a period of five (5) years after the close of an activity.
- C. Activity Reports - GCDC shall submit reports required by any of the funding agencies including, but not limited to, activity setups, completion reports, reports of beneficiaries' demographics, and other reporting data.
- D. Audits and Inspections - Records with respect to any matters covered by this MOU shall be made available to the either party, or their designees, at any time during normal business hours as often as the parties deems necessary to audit, examine and make excerpts or transcripts of all relevant data.

**GENERAL PROVISIONS:**

- A. This MOU may be amended at any time by either party providing both parties' consent. Amendments shall be filed with the original MOU.
- B. This MOU shall be governed by and construed in accordance with the laws of the State of Arizona and all applicable federal laws and regulations.
- C. The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.
- D. The GCDC shall not discriminate against any applicant, employee, or applicant for employment because of race, color, religion, sex, national origin, familial status, age or disability and shall take affirmative action to ensure that applicants for employment and employees are treated, during employment, without regard to their race, color, religion, sex, national origin, familial status, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training including apprenticeship.
- E. The Town and GCDC shall administer all services in accordance with the Fair Housing Act.
- F. No person who is an employee, agent, consultant, officer or elected official, or appointed official who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME assisted activity, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.
- G. The Town or GCDC may terminate this MOU for convenience. Both parties shall agree upon the termination conditions including the effective date of the termination. The

party initiating the termination shall notify the other party in writing stating the reasons for such termination.

**MOU DOCUMENTS:**

This MOU includes the following exhibits incorporated herein by reference:

- Exhibit "A": Scope of Work
- Exhibit "B": Budget
- Exhibit "C": Guadalupe Community Development Corporation Owner-Occupied Housing Rehabilitation Guidelines

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the year and day first above written.

**Town of Guadalupe**

**Guadalupe Community Development Corporation**

\_\_\_\_\_  
Valerie Molina, Mayor

\_\_\_\_\_  
Sally Gonzales, Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Jeff Kulaga, Town Manager / Clerk

\_\_\_\_\_  
Veronica Flores, Board Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Dave Ledyard  
FAITH, LEDYARD & FAITH, PLC  
Town Attorneys

**Exhibit A****Scope of Work****Agency:** Guadalupe Community Development Corporation**Project Name:** Owner-Occupied Housing Rehab**Description of Project:**

Guadalupe Community Development Corporation (GCDC) will use funds provided by the Town of Guadalupe to operate an Owner-Occupied Housing Rehab within the incorporated town limits of the Town of Guadalupe. The funding for the program is available through the Pascua Yaqui Tribe and their federal allocation of American Rescue Plan Act ("ARP Act") Fiscal Recovery Funds provided to 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.

**Responsibilities of Guadalupe Community Development Corporation:**

- General operations of the program
- Design of program guidelines
- Accept applications, review eligibility, and make recommendations for funding to Town Manager
- Create the scope of work and manage bid process with contractors or trades
- Commit funds through agreement with homeowner
- Oversee rehab work, inspections, and payments
- Resolving program complaints or disagreements between homeowners and contractors

**Responsibilities of the Town of Guadalupe:**

Mayor and Council:

- Approval of program policies

Town Manager or designee(s):

- Marketing of program in the community
- Approval of applications
- Payment of quarterly admin fees, project expenses, and wages

**Exhibit B  
Budget**

**Agency:** Guadalupe Community Development Corporation (GCDC)

**Project Name:** Owner-Occupied Housing Rehab

**Total Budget:** \$1,200,000.00

**Total Revenues:** \$1,000,000.00 ARPA funds through Maricopa County  
\$200,000.00 Town of Guadalupe

Administrative Fee: \$100,000.00 from the Town of Guadalupe funds

Administrative fee to be paid to GCDC at the beginning of each quarter, \$25,000.00 (twelve thousand five hundred dollars) for one year, to fund administrative expenses including but not limited to: program oversight and management, eligibility review, credit checks, staffing costs, overhead costs, marketing costs, and associated program costs.

Home Rehabilitation Expenses: \$1,100,000.00 (\$1,000,000 ARPA funds through Maricopa County and \$100,000 Town of Guadalupe Funds). Actual rehabilitation expenses allocated directly to a home project will be reimbursed to GCDC at completion of each home project.

**Exhibit C**  
**Owner-Occupied Housing Rehabilitation Guidelines**

# Guadalupe Community Development Corporation

## *Owner-Occupied Housing Rehabilitation Guidelines*

Total Grant is approximately \$1,000,000 to be used for Rehab of owner-occupied homes in the Town of Guadalupe. Repairs can be up to \$20,000 for HVAC systems, plumbing and investigation of Lead-Based Paint in homes built before 1978. An Administrative Fee will be paid to Guadalupe Community Development Corporation for administration of the Rehab Program.



## Section 1 – Program Design

### **A. INTRODUCTION**

The Guadalupe Community Development Corporation (GCDC) adopts the following Housing Rehabilitation Guidelines to assist the Town of Guadalupe in administering the Housing Rehabilitation Program. This program is intended to provide safe and decent housing to Town of Guadalupe residents by offering funding options to assist homeowners with the rehabilitation or modification of their home.

### **B. PURPOSE (GOALS)**

1. Eliminate health and safety hazards in homes.
2. Benefit very low and low-income residents.
3. Improve neighborhoods and encourage stability.
4. To secure a variety of funding sources to allow the implementation of a comprehensive rehabilitation program to bring all eligible properties into compliance with established local codes.
5. To promote cleanliness and pride of ownership.

### **C. TARGET AREA**

The program is open to all homeowner residents who live within the incorporated boundaries of the Town of Guadalupe.

## D. ELIGIBILITY REQUIREMENTS

To be eligible, the applicant and/or the property to be rehabilitated must meet the following criteria:

- Property must be located within the corporate boundaries of the Town of Guadalupe.
- Property must be feasible for rehabilitation under the time and monetary constraints of the program.
- The property must be owner-occupied as a primary residence.
- Property must be free of liens that unduly restrict the marketable ownership interest, such as liens and non-occupants named on a deed.
- Applicants must have a verifiable income that falls below 80% of the area median income. Income verification is valid for a period of six (6) months. Upon expiration of income verification information, applicants must complete and submit a new income verification package.
- The applicant cannot have assets that total more than \$25,000 (e.g. cash, stocks, bonds, money market accounts, IRA, etc.) This is exclusive of the home they live in, two vehicles, and personal property necessary for daily living.
- Applicant must provide proof of current homeowner's insurance.
- Applicant must be current with their mortgage payments (if applicable) and taxes. Properties may be encumbered by a mortgage in first position so long as a financial institution or other such mortgage company holds that mortgage; however, there must be sufficient equity remaining to justify placing a lien for the rehabilitation deferred payment loan in second position. Properties encumbered by mortgages held by individuals or partnerships are not eligible for this program.
- Homes built within the last 15 years, as well as properties that have already received rehabilitation assistance from the Town and/or the Pascua Yaqui Tribe until after the expiration of prior forgivable loan periods have concluded, are ineligible for rehabilitation.
- Homes of historical value may only be eligible upon favorable review by the State Historic Preservation Office.
- Properties with a building code issue are generally not eligible for rehabilitation. However, if the issue is relating to a correctable building condition that funds can correct under the requirements of the program, then the property may be deemed eligible.



## **E. PREFERENCES**

Preference will be given to households applying for funding that meet one of the following criteria:

1. Elderly (62 years of age or older);
2. Disabled (a legally recognized physical/mental/emotional condition that limits the performance of daily living skills); or
3. Have minor child(ren) age 17 and under related to head of household residing in the residence.

## **F. GRANT**

Eligible applicants participate in the program by agreeing to and signing a Grant Agreement. The Grant Agreement has a recapture period of 5 years if the amount of the award does not exceed \$20,000 (inclusive of rehab services costs) and the home continues to be occupied by the owner or income-qualified immediate family member who has inherited the property. Any program income will be reinvested into the housing rehabilitation program to be used for eligible activities in accordance with Town's requirements.

## **G. FUNDING SOURCES**

Funding sources come from a variety of Federal Funds, made available to Guadalupe Community Development Corporation. Program eligibility, including household income limits and repairs identified, etc. is based upon source of funding and program availability. Unless specifically stated to the contrary, comments contained in these guidelines are applicable to the funding source provided through the Town's Guidelines.

## **H. MAXIMUM AMOUNT**

The maximum investment for each project is stipulated under each grant program from which the funding is expended. This maximum may change with each funding year.

The program provides forgivable loans up to \$15,000 to rehabilitate homes to meet the local code. The program may provide forgivable loans up to \$15,000 (depending on available funding and the funding source).

## **J. TYPE OF ASSISTANCE**

When a recipient elects to receive assistance in the form of a grant, the following recapture periods apply. The recapture period is based	Recapture Period
<u>20 percent for each year for 5 years on the amount of funds</u>	

invested in the assisted unit. Recipients may elect to have a recapture period that is longer than the required period below.

Under \$20,000	5 years

#### **K. NON-DISCRIMINATION**

Guadalupe Community Development Corporation, or any of its sub recipients, does not discriminate in any activity on the basis of race, color, religion, sex, disability, familial status, or national origin.

#### **L. REHABILITATION STANDARDS**

Properties that are deemed eligible for participation in this program shall be upgraded to conform to the most recent Town of Guadalupe Building Codes.

#### **M. WEATHERIZATION AND ENERGY CONSERVATION**

The Guadalupe Community Development Corporation will incorporate activities to include green technologies and increase energy efficiencies thru Energy Star® requirements in order to promote energy efficiency, green building technologies and reduced emissions. Energy efficiency improvements may incorporate the following technologies and efficiencies based on type and need of unit:

- Replacement of inefficient mechanical systems such as HVAC systems and water heaters with Energy Star rated systems
- Mitigation of leaks in air delivery system
- Duct sealing
- Use of CFL light bulbs
- Installation of low flow water saving devices and plumbing repairs

#### **N. LEAD-BASED PAINT**

All homes constructed prior to 1978 will be presumed to contain lead-based paint. All rehabilitation work completed must comply with HUD's Lead Based Paint Regulation Requirements, 24 CFR Part 35. All contractors are required to have certification of the Lead Safe Work Practices Lead Based Paint training. Eligible participants will receive an informational pamphlet detailing the hazards of lead-based paint titled "Protect Your Family from Lead in Your Home" as well as the Lead Based Paint Notification for the homeowner's review and signature. The executed notification is retained in the homeowner/client's file and a copy is provided to the client. When lead based paint hazards are identified, they are treated by a certified lead-based paint risk assessment company. All brochures regarding lead-based paint hazards are available in alternate format for non-English, Spanish-speaking persons upon request.

## **O. ALLOWABLE IMPROVEMENTS**

Any improvement required to bring the housing unit up to the Minimum Rehabilitation Standards is allowable if said improvements are economically feasible for the property. All improvements must be physically attached to the property and permanent in nature. No building additions is allowable improvements.

## **S. HOMEOWNERS INSURANCE AND FLOOD INSURANCE**

Applicants must agree to maintain fire and extended coverage insurance in an amount sufficient to cover any and all mortgage obligations and indebtedness against the property.

When a property is located in a 100-year flood plain, the applicant will be required to carry the necessary flood insurance.

## **Section 2 – Marketing - To be completed by the Town of Guadalupe**

### **A. OUTREACH TO APPLICANTS**

Participation in the housing rehabilitation program is completely voluntary. Every possible effort is made to inform and promote program awareness to every segment of the community. Although word of mouth has been the strongest means of program promotion, flyers have also been developed and distributed in both English and Spanish.

All promotional materials and other marketing tasks are done by Town of Guadalupe staff whenever possible and on an ongoing basis. All marketing costs are within the approved funds budgeted amount. Other than the isolated contractual tasks, marketing on an ongoing basis is part of Town of Guadalupe services costs.

The Town of Guadalupe is responsible for the translation of the contents of any marketing materials. Outreach materials will include the appropriate fair housing and non-discrimination logos and/or clauses.

### **B. MARKETING METHODS**

Town of Guadalupe uses several methods to promote the Housing Rehabilitation Program by using any or a combination of the following marketing tools:

- Brochures
- Town's Website
- Town's Newsletter
- Town's Marquee
- Guadalupe CDC web page, GuadalupeCDC.org

- Distribution of marketing materials through a local network of human/social services agencies and at general posting locations throughout the Town

Town of Guadalupe makes every effort to promote program awareness to the general public by providing program information to local groups, community agencies and any other organizations that may be interested. The program is also available for review and comments to the general public at scheduled public hearings.

### **C. ACCESSIBILITY**

Should an individual need assistance in preparation of an application or other housing related forms, assistance will be provided at no charge, through the GCDC's Housing Department.

The GCDC can be reached at 9241 S. Avenida Del Yaqui, Guadalupe, Arizona 85283. Assistance can also be requested at (480) 505-5378 or (480) 505-5382.

## **Section 3 – Staff Structure and Responsibilities**

### **A. TITLES AND RESPONSIBILITIES**

Services related to the Housing Rehabilitation Program will be completed by Guadalupe Community Development Corporation staff and/or professional service providers. Guadalupe Community Development Corporation Housing Rehabilitation Team is composed of the following:

- GCDC Executive Director: Provides oversight of the program and is responsible for the implementation of the program, expenditure of funds and compliance with program rules and regulations.
- Housing Specialist: Provides administrative services and directly oversees the Housing Rehabilitation Program including maintenance of original grant files; record keeping and financial records, and marketing. The Housing Coordinator is also responsible for development and maintenance of these Housing Rehabilitation Guidelines and various forms and files necessary to implement the project. Responsible for maintenance of the filing systems, completion of the overall project repairs. Maintains a ledger of expenses independent of the Town accounting system; periodically reconciles these sub-ledgers to Town ledgers, and processes grant reimbursements. Accepts and reviews initial intake applications, verifies income, case manages the files, and maintains a waiting list of applicants.
- Construction Superintendent: Assists in construction paperwork, deliveries, bid process with subcontractors, approval of housing plans and rehab constructions, as well as provides oversight of all on-the-job housing construction sites.

The Town of Guadalupe will not have day-to-day responsibilities for the program.

- Town of Guadalupe Mayor and Council: Provides approval of the Rehab Program and initial funding.
- Guadalupe Town Manager: Responsible for oversight of the program, approval of applications and uses of grant monies. Provides direction to GCDC concerning the goals of the program and receives periodic updates by GCDC staff regarding the program. Town Manager may appoint a designee to undertake any or all duties during the time of the MOU.

## **B. REPORTING STRUCTURE**

The Housing Rehabilitation Program is administered by Guadalupe Community Development Corporation.

## **B. FUNDING**

The Town of Guadalupe will provide funding to GCDC as specified in the budget in the MOU and according to the terms in the budget.

# **Section 4 – Application Process**

## **A. APPLICATION PROCESS**

Guadalupe Community Development Corporation's application process includes the following steps:

1. Applicant establishes contact with the GCDC for a pre-application. Pre-applications can be mailed or picked up at the Housing Department.
2. Upon receipt of the completed pre-application, GCDC will date stamp the application "received."
3. If eligible, the applicant will be notified in writing by GCDC of the pre-qualification.
4. Pre-qualified applicants will be added to GCDC's waiting list. Income eligible applicants will be prioritized on a first-come, first-served basis, unless the nature of the project constitutes an eminent threat to health or safety, as determined by the GCDC staff. Dependent upon funding and the size of the waiting list, applicants can experience long waiting periods for assistance.
5. Income-eligible, pre-qualified applicants will be contacted by GCDC to schedule an appointment for an initial property inspection.
6. If the initial property inspection deems the house feasible for rehabilitation, GCDC will notify the household of the additional information and verification needed to complete the application process.
7. Once the applicant gathers all required verification and submits to GCDC, an eligibility determination is made.
8. Eligibility determinations are made based on:

- a. Family Eligibility - income and home ownership
  - b. Property - feasible for rehabilitation
9. All applications will be approved or denied by GCDC. GCDC staff are responsible for eligibility determination of each application.

Additional conditions prior to closing require that all property taxes are paid and that a homeowner's insurance policy is in effect. All housing beneficiaries will receive Homeownership Education by qualified Housing staff.

## **B. GENERAL REQUIREMENTS**

Guadalupe Community Development Corporation will certify that Applicant(s) is the Owner of Record for the property listed on the application and it is their principal and only residence. All persons listed as Owners of Record will be considered members of the household without regard to their actual place of residence. Any person residing in the home, regardless of relationship to the homeowner or lack thereof, shall be counted as a household member.

Required documentation includes but is not limited to the following (which must be current within the last six (6) months):

1. Proof of all household income
2. Social Security cards for all household members
3. Proof of disability
4. Proof of lawful presence
5. Signed release for income verification
6. Proof of property ownership
7. Proof that homeowner's insurance, property taxes and any/all special assessments are current
8. Evidence that household income is sufficient to maintain ownership

## **C. INCOME VERIFICATION**

The definition of income is taken from 24 CFR Part 5. Gross Income will be used to calculate income for all members of the household. Required documents to verify income will include, but are not limited to:

1. Bank Statements, including checking and savings accounts.
2. Paycheck stubs including tips, commission and bonuses, and overtime.
3. Earned Interest and Assets: This amount is calculated into the income if over \$25,000. Eligible assets include but are not limited to Value of Stock, Life Insurance, 401K, interest, CD's, Real Estate, Personal property not including home.
4. Social Security.
5. Welfare Assistance.
6. Alimony and Child Support.

7. Minors' Income, specifically disability payments.
8. If self-employed, must include the past three (3) years income tax returns for net income.
9. Excluded items include earned income from minors (under age 18), educational income, food stamps, etc.

#### **D. MEDIAN INCOME GUIDELINES**

HUD income limits, which are calculated for metropolitan areas and counties in Arizona as well as the state as a whole, establish eligibility for a variety of housing programs. The HUD limits are based on median income figures, adjusted for family size and geographical variations in the cost of housing.

HUD updates the Median Income Guidelines on an annual basis. HUD considers families at 80 percent of the area median income level to be "low income" and families at 50 percent of the area median income level to be "very low income."

### **Section 5 – Inspection Process/Property Standards**

#### **A. INITIAL INSPECTION**

The work to be undertaken through this program shall be determined through inspection by the Guadalupe Community Development Corporation Construction Superintendent. An activity schedule itemizing the necessary work will be prepared and will be the basis for bidding of the work. All of the completed work will meet applicable Town of Guadalupe Building Codes.

Repair of deficiencies that are discovered during the energy audit shall be included in the specifications for that project, and repairs shall meet the standards set forth in these Housing Rehabilitation Guidelines.

After the application has been received and applicant has been determined to fall within the income eligibility guidelines, Guadalupe Community Development Corporation staff will contact the applicant to schedule the initial property inspection. The applicant must be present during the inspection of the housing unit.

From the initial property inspection, a work write-up and cost estimate will be completed.

#### **B. SCOPE OF WORK AND COST ESTIMATES**

The scope of work and cost estimate is generated by Guadalupe Community Development Corporation after the initial inspection of the property/housing unit. The scope of work describes specific repairs and corrections to be made to the dwelling. Guadalupe Community Development Corporation staff and the homeowner must agree upon the deficiencies to be covered and the scope of work shall be agreed to by the homeowner.

Guadalupe Community Development Corporation staff will prepare a cost estimate for each individual dwelling based on scope of work and technical specifications as determined in the scope of work. The cost estimate will include all cost for materials and labor as well as cost for permits, clean-up, and overhead and profit.

The scope of work and cost estimates shall be included in the bid package and contract documents.

### **C. RELOCATION**

Relocation may be provided if the repairs require that the plumbing and/or electricity is off for more than 8 hours. The applicant must make the registration for lodging in their own name for payment to be reimbursed with the Repair funding source.



## Section 6 – Forms

A complete packet of forms utilized by Guadalupe Community Development Corporation are available upon request. Below is a partial list of forms used for the Housing Rehabilitation Program:

- Application and Certification
- Certification of Social Security Income
- Financial Statement (Low/Moderate Income)
- Permission to Release Information
- Verification of Employment
- Verification of Income
- Notification of Acceptance
- Disqualification Letter/Notice
- Work Write Up
- Acceptance of Work
- Order to Proceed
- Warranties
- Permit for construction from Town of Guadalupe with the fee waived by the town

## Section 7 – Contractor Selection

### A. REQUEST FOR BIDS/SOLICITATION

The Housing Program follows the Arizona and Town's Procurement Codes for procurement and contracting procedures. It is standard procedure to advertise for rehabilitation bids in the local newspaper, which is distributed to surrounding areas.

Guadalupe Community Development Corporation also keeps a list of qualified licensed and bonded contractors. These contractors are notified by mail, telephone or in person of any jobs that may be out to bid.

The program may advertise/solicit bids for more than one home project at a time, depending on caseload.

Every effort is made to obtain a minimum of three bids for each house. Minority, small business, and women owned firms (using MBE, WBE, etc.) are encouraged to bid on every job.

### B. PRE-BID CONFERENCE

A mandatory pre-bid meeting will be scheduled prior to the acceptance of the bids to invite all potential contractors to the project site to review the project scope in order to offer an accurate quote. The pre-bid meeting will also be utilized to answer questions and offer information to the contractors and property owner.

### C. BIDS/BID OPENINGS

Contractor's sealed bids must be received at the stated location and by the date and time indicated on the solicitation. **Any bid received after the date and time specified will not be considered.** Bids are opened at the time and date specified on the bid page. The sealed bid process will remain the same regardless of the

number of home projects out for bid.

If a contractor has not submitted verification of all licensing and insurance requirements and is the low bidder, they must be qualified before a contract will be awarded to them. Homeowners will be instructed to select the lowest responsive bid price. The homeowner may opt to pay the price difference between the low bid and the selected contractors bid price. The contract will be between the homeowner and the contractor. The Guadalupe Community Development Corporation and the Town will serve only as an administrator/financier to the contract.

#### **D. CONTRACTOR VERIFICATION**

Only qualified contractors are eligible to perform rehabilitation work under this program. All rehabilitation contractors must meet licensing requirements of the State, as well as minimum insurance requirements. The contractor must be a licensed contractor in the State of Arizona, hold a Town business license, be in good standing with the Registrar of Contractors, and not appear on the excluded parties listing. To obtain a business license with the Town of Guadalupe, a qualified rehabilitation contractor may contact and apply through the Town Clerk.

#### **E. PRE-CONSTRUCTION CONFERENCE**

Once bids are received a contractor will be selected. Before contracts are signed, a pre-construction conference will be required with the owner and contractor to review each and every item contained within the scope of work, inspection procedures, as well as start and completion dates.

#### **F. CHANGE ORDERS**

All change orders to the bid specification require the earliest prompt signature of the owner and Guadalupe Community Development Corporation staff, in order to become valid.

#### **G. INSPECTIONS AND MONITORING**

Guadalupe Community Development Corporation Staff will monitor all rehabilitation work during construction. If progress payments are called for in the contract, the homeowner and Guadalupe Community Development Corporation staff will make an inspection of the work outlined in the work write-up scheduled for completion before a progress payment will be made.

#### **H. ACCEPTANCE OF WORK, GRIEVANCES AND QUALITY ASSURANCE**

In the event of any dispute between the owner and the contractor concerning the completion of rehabilitation, Guadalupe Community Development Corporation staff will work with both parties to negotiate a satisfactory solution. If a solution cannot be arrived at, the Guadalupe Community Executive Director or his/her designee will be the final authority regarding when the job has been satisfactorily completed.

## **I. PAYMENTS AND WARRANTIES**

Compensation for the work performed shall be paid in up to three (3) progress payments not to exceed ninety percent (90%) of the value of the work satisfactorily completed at the time of each payment request. Progress payments will be made after the work is inspected by the owner, the Rehab Specialist/Consultant and, if required, by the municipality inspector. Ten percent (10%) of the final contract amount will be held until after final acceptance of the work or until all call-back or punch list items have been corrected.

No payments shall be made to the contractors without written approval from Guadalupe Community Development Corporation staff, and the homeowner, with the exception of disputed discrepancies, which may be resolved and paid with the signature of the Housing Coordinator. The contractor shall warrant all work for a period of one (1) year or more, exclusive of the manufacturer's warranty, from the date on the approval of the final inspection, which will be signed by the homeowner and Guadalupe community Development Corporation staff. The contractor must submit all lien waivers, warranties/guarantees at completion.

When included in a project, warranties for all items such a new HVAC/hot water heater shall be given to the Housing Coordinator by the contractor(s). All warranties will be provided to the homeowner.

## **J. HOUSING MAINTENANCE AND HOMEOWNERSHIP EDUCATION**

Each qualified applicant is counseled as to the rehabilitation program's operation and required forms. Throughout the eligibility process, homeowners are educated (as needed) about taxes, importance of timely mortgage payments, insurance, warranties, and the overall responsibilities of being a good homeowner.

Work write-up forms are acknowledged and signed by the homeowner. During the rehabilitation process, recipients are counseled on general housing maintenance and standard operation of all items being replaced/repaired. At final inspection all warranties are given to the homeowner and any additional instructions or procedures discussed.

## **Section 8 – COMPLAINTS AND ADMINISTRATIVE PROCESSES**

### **A. COMPLAINT PROCEDURES**

Applicants, participants, or contractors may initiate a complaint by submitting concerns in writing to the Guadalupe Community Development Corporation at 9241 S. Avenida Del Yaqui, Guadalupe, Arizona 85283.

In the event of a disagreement between a homeowner and contractor with respect to rehabilitation work, Guadalupe Community Development Corporation will mediate all disputes.

If this arbitration is unsatisfactory, appeal may be made by either party to the Guadalupe Community Development Corporation Executive Director for determination. This appeal process does not preclude property owner and/or contractor from appealing to other parties they deem necessary (i.e. Guadalupe Community Development Corporation Executive Director).

## RESOLUTION NO. R2023.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR, OR DESIGNEE, TO AUTHORIZE A BUDGET ADJUSTMENT WITHIN THE FISCAL YEAR 2022/23 GENERAL FUND BY TRANSFERRING \$209,531 FROM THE TRANSFERS TO OTHER FUNDS TO GENERAL FUND OPERATING DEPARTMENTS: FIRE DEPARTMENT, TOWN CLERK, COMMUNITY DEVELOPMENT, INFORMATION TECHNOLOGY, BUILDING MAINTENANCE, AND PARKS, DUE TO INDIVIDUAL DEPARTMENT COST OVERRUNS THAT WERE UNFORESEEN AT THE TIME THE FY 2022/23 BUDGET WAS ADOPTED.

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

SECTION 1. Authorization.

The Mayor, or designee, is authorized to transfer funds from the Fiscal Year 2022/23 General Fund Transfers to Other Funds cost center to the following General Fund cost centers: Fire Department, Town Clerk, Information Technology, Building Maintenance, and Parks in the amounts as specified below is hereby authorized:

Fiscal Year 2022/23

Transfer From:	Transfer To:	Amount
General Fund- Transfer to Other Funds	General Fund- Fire Department	\$150,629
General Fund- Transfer to Other Funds	General Fund- Town Clerk	\$ 29,227
General Fund- Transfer to Other Funds	General Fund- Information Technology	\$ 13,254
General Fund- Transfer to Other Funds	General Fund- Building Maintenance	\$ 13,351
General Fund- Transfer to Other Funds	General Fund- Parks	\$ 3,070
	<b>Total:</b>	<b>\$209,531</b>

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, THIS 28<sup>th</sup> DAY OF SEPTEMBER, 2023.

\_\_\_\_\_  
Valerie Molina, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Jeff Kulaga  
Town Manager/Clerk

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

# Accounts Payable

## Checks by Date - Detail by Check Number

User: rthaxton  
Printed: 9/22/2023 11:38 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
68442	BOUNDTRE 85009821 85009822 85013541	Bound Tree Medical LLC O2 max bitrac ed mask, w/neb, adult lg, w/3-set IV solution, soduim chloide 0.9% 1000ml bag 1 electrodes, blue sensor R, adult, foam 25/pk 40pl	08/04/2023	705.81 622.38 1,713.19
Total for Check Number 68442:				3,041.38
68443	CommCBI GUANAV-062023	Community Bridges, Inc Outreach services from 6/1/23- 6/30/23	08/04/2023	6,455.00
Total for Check Number 68443:				6,455.00
68444	DHPACE SVC280123780	DH Pace Door Services Hinge replacement	08/04/2023	3,256.42
Total for Check Number 68444:				3,256.42
68445	IWORQSYS 200877	iWorQ Systems Work management software Aug 23- July 24	08/04/2023	3,025.00
Total for Check Number 68445:				3,025.00
68446	KLEES 3990 3990 3990	Klee's Climate Control LLC Commercial Diagnostic; trouble shoot compress Commercial Diagnostic; trouble shoot compress Commercial Diagnostic; trouble shoot compress	08/04/2023	25.50 127.50 102.00
Total for Check Number 68446:				255.00
68447	KLEES 4051	Klee's Climate Control LLC Diagostic trip Charge; condenser fan motor	08/04/2023	575.00
Total for Check Number 68447:				575.00
68448	MCSHERR JUL23PATROL JUL23PATROL	Maricopa County Sheriff Office 2023 March Patrol services 2023 March Patrol services	08/04/2023	52,650.75 159,725.00
Total for Check Number 68448:				212,375.75
68449	MCPRIS JUN23HSNG	MCSO Patrol and Per Diem Billing June 2023 Detention services INV#JUN23HSNC	08/04/2023	6,868.62
Total for Check Number 68449:				6,868.62
68450	OLIVER 188601 188601 188601	Oliver Pkg and Equipment Co Trays % Trays % Trays %	08/04/2023	254.58 289.30 44.98
Total for Check Number 68450:				588.86

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
68451	SIERRASI 38871	SierraSigns Service Inc Park Rule signs (7' high)	08/04/2023	1,943.63
Total for Check Number 68451:				1,943.63
68452	SUNDHOOE 31316 31316 31316	Sun Devil Hood & Exhaust Cleaning, Inc Semi-annual cleaning of hoods, filters, ducts, anc Semi-annual cleaning of hoods, filters, ducts, anc Semi-annual cleaning of hoods, filters, ducts, anc	08/04/2023	263.16 255.42 255.42
Total for Check Number 68452:				774.00
68453	USFOOD 5441799 5441799 5441799 5441799 5441799	US FoodService, Inc disposables disposables produce and dry groceries produce and dry groceries disposables	08/04/2023	5.89 43.16 14.99 30.44 49.05
Total for Check Number 68453:				143.53
68454	DOMBROW 081123	Audra Dombrowski PR EFT Return for AD 6/6/23-324.91; 6/30/23- :	08/11/2023	1,194.21
Total for Check Number 68454:				1,194.21
68455	CAPITAL1 9123	Capital One Public Funding Fire Truck lease payment	08/18/2023	65,970.87
Total for Check Number 68455:				65,970.87
68456	FLORESPA 73123	Flores, Paola Security deposit refund	08/18/2023	150.00
Total for Check Number 68456:				150.00
68457	JUVES 72123 72523	Juve's Auto Clinic 2006 Ford F250 check AC system added freon ai 2006 Chevy Silverado AC check, Lube oil filter :	08/18/2023	152.96 287.92
Total for Check Number 68457:				440.88
68458	LIQUID SVC1869383 SVC1869383	Liquid Environmental Solutions of AZ, LLC Senior Center Grease Trap Cleaning Senior Center Grease Trap Cleaning	08/18/2023	69.92 75.23
Total for Check Number 68458:				145.15
68459	MCACAC 1.2024 1.2024.SHELTER	Maricopa Co Animal Care Animal Control Services 2024 Fiscal Year Annu Shelter Services 2024 Fiscal Year annual contrac	08/18/2023	12,458.25 1,152.75
Total for Check Number 68459:				13,611.00
68460	MCSHERR AUG23PARTOL AUG23PATROL	Maricopa County Sheriff Office Patrol Services Patrol Services	08/18/2023	52,650.63 128,356.42
Total for Check Number 68460:				181,007.05
68461	RITEWAY 5634	Rite Way Communications Hours onsite updating phone and voice mail prog	08/18/2023	626.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 68461:	626.50
68462	SCHADE R7A11514 R7A11514 R7A11587 R7A11587 R7A11679 R7A11679	Riviera Finance Milk delivery R7A11514 Milk delivery R7A11679 Milk delivery R7A11587 Milk delivery R7A11679 Milk delivery R7A11514 Milk delivery R7A11587	08/18/2023	42.86 60.13 60.13 42.86 60.13 42.86
			Total for Check Number 68462:	308.97
68463	FLORESRO 073123	Rosalino Flores Security deposit refund	08/18/2023	150.00
			Total for Check Number 68463:	150.00
68464	VALENZUE 73123	Valenzuela, Teresa Security deposit refund	08/18/2023	190.00
			Total for Check Number 68464:	190.00
68465	WASTECON 5982053T300	Waste Connections of AZ Inc Roll off account	08/18/2023	6,167.11
			Total for Check Number 68465:	6,167.11
68466	ALVILLA1 080623	Alvillar, Sumaya Security deposit refund	08/18/2023	150.00
			Total for Check Number 68466:	150.00
68467	CommCBI GUANAV-022023 GUANAV-032023 GUANAV-042023 GUANAV-072023	Community Bridges, Inc Outreach services 2/28 outreach services 3/31 outreach services 4/30 outreach services 7/31	08/18/2023	6,455.00 6,455.00 6,455.00 6,455.00
			Total for Check Number 68467:	25,820.00
68468	DELAROSA 080523	DeLaRosa, Valerie Security Deposit Refund	08/18/2023	150.00
			Total for Check Number 68468:	150.00
68469	MCSHER AYG23PATROL	MCSO Patrol and Per Diem Billing August patrol service	08/18/2023	31,368.61
			Total for Check Number 68469:	31,368.61
68470	MYANGOS 61023	Myangos, Saul El Nino Restaurant Repairs, Repair outlet and ek	08/18/2023	280.00
			Total for Check Number 68470:	280.00
68471	ATOMICPC 1773636 1773636 1773636	Atomic Pest Control Bee service Bee service Bee service	08/25/2023	25.00 125.00 100.00
			Total for Check Number 68471:	250.00



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
68472	BIGBRAND 3011-3542090 3011-3542090	Big Brand Tire and Services tire replacement tire replacement	08/25/2023	591.69 591.68
Total for Check Number 68472:				1,183.37
68473	BOUNDTRE 85023607 85031402	Bound Tree Medical LLC medical equipment medical equipment	08/25/2023	515.40 705.91
Total for Check Number 68473:				1,221.31
68474	CINTAS 5170671948 5170671948 5170671948 5170671948 5170671948 5170671948	Cintas Corporation Refill medicine cabinet Refill medicine cabinet Refill medicine cabinet Refill medicine cabinet Refill medicine cabinet Refill medicine cabinet	08/25/2023	55.21 50.42 52.15 13.04 65.19 88.30
Total for Check Number 68474:				324.31
68475	DELPUEB 080723 080723	Del Pueblo Tire Shop new tires for dump trailer new tires for dump trailer	08/25/2023	250.00 250.00
Total for Check Number 68475:				500.00
68476	GUZMANF 157	Guzman Fence Co 50 feet chain link fence Stott Park	08/25/2023	80.00
Total for Check Number 68476:				80.00
68477	GUZMANL 615633 615634	Guzman Gordillo, Luis Replace fuel pump fix electrical connectors for trailer truck	08/25/2023	195.00 195.00
Total for Check Number 68477:				390.00
68478	RITEWAY 5649	Rite Way Communications Relocating phone extensions, voice mail to email	08/25/2023	315.00
Total for Check Number 68478:				315.00
68480	SIMSBS 239702	Sims Business Systems Printer black/ white, color	08/25/2023	104.39
Total for Check Number 68480:				104.39
7202290	AZCART 063023GUAAP	Arizona Cart Services Inc Yard clean up bi-monthly	08/04/2023	232.00
Total for Check Number 7202290:				232.00
7202291	AUTOZONE 3548	AutoZone FHP Belt armor mark lawn and garden belt	08/04/2023	12.96
Total for Check Number 7202291:				12.96
7202292	AVESIS 3009921 3009921	Avesis Insurance dental insurance dental insurance	08/04/2023	9.38 1.41

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	3009921	dental insurance		12.53
	3009921	dental insurance		1.88
	3009921	dental insurance		23.14
	3009921	dental insurance		7.05
	3009921	dental insurance		3.76
	3009921	dental insurance		64.69
	3009921	dental insurance		66.75
	3009921	dental insurance		15.10
	3009921	dental insurance		1.41
	3009921	dental insurance		19.34
	3009921	dental insurance		9.38
	3009921	dental insurance		11.96
	3009921	dental insurance		15.68
	3009921	dental insurance		1.88
	3009921	dental insurance		7.51
			Total for Check Number 7202292:	272.85
7202293	BLUECBS	Blue Cross/Blue Shield of AZ	08/04/2023	
	070123	Health Insurance		167.35
	070123	Health Insurance		1,230.41
	070123	Health Insurance		9,702.90
	070123	Health Insurance		229.46
	070123	Health Insurance		1,799.80
	070123	Health Insurance		916.12
	070123	Health Insurance		2,417.89
	070123	Health Insurance		2,466.80
	070123	Health Insurance		922.73
	070123	Health Insurance		573.66
	070123	Health Insurance		4,312.24
	070123	Health Insurance		457.18
	070123	Health Insurance		858.73
	070123	Health Insurance		3,153.59
	070123	Health Insurance		167.35
	070123	Health Insurance		3,971.80
	070123	Health Insurance		780.98
			Total for Check Number 7202293:	34,128.99
7202294	TEBLDGS	City of Tempe - Customer Service	08/04/2023	
	70423	HEADSTART		70.84
	70423	FIRE DEPT		205.12
	70423	TIANGUIS		979.75
	70423	CAP (10%)		17.43
	70423	5426 E Calle Cerritos-STOTTLEMEYER PARK		254.80
	70423	COMMERCIAL REFUSE: 4 yd container 3 wee		28.68
	70423	7830 S AVE DEL YAQUI - RETENTION BASI		3,989.22
	70423	BOTANICAL GARDEN		93.34
	70423	5426 E Calle Cerritos-STOTTLEMEYER PARK		50.23
	70423	BIEHN PARK SPRINKLERS 1		1,203.33
	70423	COMMERCIAL REFUSE: 4 yd container 1 wee		8.60
	70423	TOWN HALL - 9241 (60%)		104.57
	70423	TOWN HALL IRRIGATION		44.84
	70423	CEMETERY		117.79
	70423	COMMERCIAL REFUSE:4 yd container 1 weel		34.41
	70423	Maintenance yard		52.78
	70423	COMMERCIAL REFUSE: 4 yd container 1 wee		43.02
	70423	COMMERCIAL REFUSE: 4 yd container 3 wee		28.68
	70423	SENIOR CENTER-HDM		8.28
	70423	9700 CALLE VAUO NAWI - RETENTION BA		2,531.52

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	70423	SENIOR CENTER-RECREATION		41.41
	70423	BIEHN PARK SPRINKLERS 2		1,355.32
	70423	5653 E CALLE PITAYA-Maricopa Co Basin Lau		89.59
	70423	COMMERCIAL REFUSE: 4 yd container 3 wee		86.03
	70423	SENIOR CENTER-CONG		33.14
	70423	Maravilla/Naranjo - Hydrant meter-used by mair		231.42
	70423	5928 E GUADALUPE - RETENTION BASIN		3,099.20
	70423	COMMERCIAL REFUSE: 4 yd container 3 wee		28.68
	70423	COMMERCIAL REFUSE: 8 yd container 5 wee		482.15
	70423	LIBRARY (30%)		52.28
	70423	8234 S Calle Batoua		37.36
			Total for Check Number 7202294:	15,403.81
7202295	TEWBILLS	City of Tempe - Customer Service	08/04/2023	
	071023	Water Bill 1317200000		62.16
	071023	Water Bill 2664200000		71.40
	071023	Water Bill 4574200000		85.34
	071023	Water Bill 5190439077		120.18
	071023	Water Bill 3684200000		91.28
	071023	Water Bill 1011200000		85.83
	071023	Water Bill 7810300000		82.75
	071023	Water Bill 1959200000		143.41
	071023	Water Bill 1730300000		71.00
	071023	Water Bill 8808200000		96.14
	071023	Water Bill 8054200000		96.41
	071023	Water Bill 9801200000		97.22
	071023	Water Bill 8944200000		108.39
	071023	Water Bill 0654200000		145.34
	071023	Water Bill 1317200000		66.91
			Total for Check Number 7202295:	1,423.76
7202296	COX	Cox Communications, Inc	08/04/2023	
	070123	8413 S Avenida del Yaqui		378.59
	070123	9241 S Avenida del Yaqui		325.00
	070123	Sr Center		30.98
			Total for Check Number 7202296:	734.57
7202297	EQUITABL	Equitable Financial Life Insurance Compan	08/04/2023	
	1436611	Life Insurance		5.75
	1436611	Life Insurance		5.44
	1436611	Life Insurance		0.52
	1436611	Life Insurance		3.81
	1436611	Life Insurance		0.78
	1436611	Life Insurance		2.55
	1436611	Life Insurance		10.72
	1436611	Life Insurance		73.15
	1436611	Life Insurance		7.02
	1436611	Life Insurance		7.26
	1436611	Life Insurance		13.42
	1436611	Life Insurance		0.78
	1436611	Life Insurance		1.04
	1436611	Life Insurance		2.62
	1436611	Life Insurance		3.66
			Total for Check Number 7202297:	138.52
7202298	ESTRADAA 5312018	Estrada, Alyssa Front desk reception	08/04/2023	
				1,192.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 7202298:	1,192.50
7202299	FAITH 1074398 1074398 1074398 1074398	Faith Ledyard and Faith PLC Professional services 2500-1 Professional services 2500-1 Professional services 2500-1 Professional services 2500-1	08/04/2023	3,008.00 33.34 33.33 33.33
			Total for Check Number 7202299:	3,108.00
7202300	GENUINE 4851-205448	Genuine Parts Co barriery and core, fuse kit premium performance	08/04/2023	169.32
			Total for Check Number 7202300:	169.32
7202301	INDCOMM INVM2300000694	Industrial Commission of Arizona FY 2024 Municipal Firefighters cancer reimburs	08/04/2023	13,444.41
			Total for Check Number 7202301:	13,444.41
7202302	KONICAMI 288023789	Konica Minolta B&W/ Color meter	08/04/2023	461.47
			Total for Check Number 7202302:	461.47
7202303	METLIFE 061523 061523 061523 061523 061523 061523 061523 061523 061523 061523 061523 061523 061523 061523 061523 061523 061523	Metropolitan Life Ins Co Health Insurance Health Insurance Health Insurance Health Insurance Health Insurance Health Insurance Health Insurance Health Insurance Health Insurance Health Insurance Health Insurance Health Insurance Health Insurance Health Insurance Health Insurance Health Insurance Health Insurance	08/04/2023	38.12 24.57 59.49 6.20 12.19 30.99 23.02 22.96 4.63 30.99 6.20 4.65 20.39 42.36 306.99 201.65 76.54
			Total for Check Number 7202303:	911.94
7202304	MYTEK 70674	Mytek Network Solutions Laptop for CAP	08/04/2023	1,159.62
			Total for Check Number 7202304:	1,159.62
7202305	NATFIRE AM-0723166 AM-0723166 AM-0723166	National Fire Control Quarterly fire alarm monotoring Quarterly fire alarm monotoring Quarterly fire alarm monotoring	08/04/2023	34.65 35.70 34.65
			Total for Check Number 7202305:	105.00
7202306	OFFDUTY INV55134	Off Duty Managment Inc Independence day celebration	08/04/2023	1,129.02

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 7202306:	1,129.02
7202307	PALS LP13197-I-0007	Pet & Animal Lovers Service Monthly collection- Reg hours	08/04/2023	66.50
			Total for Check Number 7202307:	66.50
7202308	PHXDISP 400986120 400987559 400987782 400987883 400987921	City of Phoenix invoice 400986120 Operation/ Maintenance charges 400987559 RWC Conventional O&M fees 400987782 Software upgrade agreement 400987883 RWC conventional 400987921	08/04/2023	14.48 1,452.78 303.27 1,707.98 810.19
			Total for Check Number 7202308:	4,288.70
7202309	RITTERM 38	Mike Ritter Code compliance 56 hours	08/04/2023	1,680.00
			Total for Check Number 7202309:	1,680.00
7202310	SRP999 071423	Salt River Project acct 266-340-0004	08/04/2023	600.00
			Total for Check Number 7202310:	600.00
7202311	SPRBRKSW INV-012597	SpringBrook Holding Company LLC Financial software subscription	08/04/2023	35,778.95
			Total for Check Number 7202311:	35,778.95
7202312	STAPLEBA 8070776946	Staples Contract and Commercial Inc wire letter trays, post it notes, folder files, batteri	08/04/2023	149.06
			Total for Check Number 7202312:	149.06
7202313	TEPOWER 364307	Tempe Power Equipment Pitch Fork, Spring Brace Rake	08/04/2023	397.46
			Total for Check Number 7202313:	397.46
7202314	VERIZON 9938869016 9938869016 9938869016 9938869016 9938869016 9938869016 9938869016 9938869016 9938869016 9938869016 9938869016 9938869016 9938869016 9938869016 9938869016	Verizon Wireless Cell Phone & Data Svcs COVID 2 Ipad Cell Phone & Data Svcs Comm Dev phone Cell Phone & Data Svcs Maint On Call Cell Phone & Data Svcs Maint Ipad Cell Phone & Data Svcs Fire Heart Monitor Cell Phone & Data Svcs COVID 2 Iphone Cell Phone & Data Svcs COVID 1 Ipad Cell Phone & Data Svcs COVID 1 Iphone Cell Phone & Data Svcs Comm Dev Jetpack Cell Phone & Data Svcs Maint On Call Night Cell Phone & Data Svcs Fire 1 Ipad Cell Phone & Data Svcs Fire 2 Ipad Cell Phone & Data Svcs Fire Cell Phone & Data Svcs Maint On Call Day	08/04/2023	38.01 40.72 40.72 38.01 40.01 40.72 38.01 40.72 40.01 30.62 38.01 38.01 40.72 40.72
			Total for Check Number 7202314:	545.01
8202233	ALLSTREA 19695045	Allstream Sheriff, Fax	08/18/2023	18.26

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	19695045	Fax		18.26
	19695045	Sr Center		36.53
	19695045	Kitchen, Spare		18.26
	19695045	Council		9.13
	19695045	Council		36.53
	19695045	Sheriff		45.66
	19695045	CAP		46.11
	19695045	Finance		18.90
	19695045	DES		11.06
	19695045	Mayor, Council		63.92
	19695045	Guadalupe CDC		73.05
	19695045	Council		29.69
	19695045	Town Clerk		10.22
			Total for Check Number 8202233:	435.58
8202234	BLUFACE NSV025519	Blueface US Local telephone service	08/18/2023	156.35
			Total for Check Number 8202234:	156.35
8202235	CHASE 063023	Chase Bank Service charge	08/18/2023	295.27
			Total for Check Number 8202235:	295.27
8202236	TEWBILLS	City of Tempe - Customer Service	08/18/2023	
	71723	Water Bill		79.00
	71723	Water Bill		227.42
	71923	Water Bill		58.56
	72023	Water Bill		70.00
	72023	Water Bill		152.33
	73123	Water Bill		145.00
	8123	Water Bill		42.83
			Total for Check Number 8202236:	775.14
8202237	ESTRADAA 072523	Estrada, Alyssa Front desk Reception 80 hrs 7/25/23	08/18/2023	1,200.00
			Total for Check Number 8202237:	1,200.00
8202238	KLEES 4049	Klee's Climate Control LLC replaced 3 ton capacity heat pump system	08/18/2023	6,700.00
			Total for Check Number 8202238:	6,700.00
8202239	LINDE 37179717	Linde Gas and Equipment Inc. Med High pressure, Safety and environmental se	08/18/2023	45.93
			Total for Check Number 8202239:	45.93
8202240	MYTEK	Mytek Network Solutions	08/18/2023	
	70702	Ultimate Butler		5,063.35
	70702	Microsoft O35 Business Premium		587.83
	70702	Axicent Backup		62.50
	70702	Hosted Server		1,528.00
	70702	Microsoft O365 E1 License		187.84
	70702	Securrence		125.00
	70748	Laptop for CD		1,647.12

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 8202240:	9,201.64
8202241	OFFDUTY INV56644 INV57600	Off Duty Management Inc Town of Guadalupe Biehn Park Wedding event	08/18/2023	1,003.56 501.78
			Total for Check Number 8202241:	1,505.34
8202242	RITTERM 39	Mike Ritter Code compliance contract 72 hours	08/18/2023	2,160.00
			Total for Check Number 8202242:	2,160.00
8202243	SRP1277	Salt River Project	08/18/2023	
	81123	CAP OFFICE (930 SQ FT = 6%)		236.29
	81123	SECURITY LIGHT		219.05
	81123	SEWER METERING STATION		37.93
	81123	RETENTION BASIN-SPRINKLER METER		32.77
	81123	STREET LIGHT ACCOUNT 603010762		36.72
	81123	LIBRARY (3900 SQ FT = 24%)		945.15
	81123	SPRINKLERS @ STREET @ YYAP BLDG		31.80
	81123	MAINTENANCE YARD		198.96
	81123	HEADSTART		1,042.92
	81123	TRAFFIC SIGNAL ACCT 603030126		231.33
	81123	FIRE DEPT		891.44
	81123	BALLFIELD/PARK LIGHTS		841.78
	81123	TOWN HALL-NEW (16,374 SQ FT)		2,756.70
	81123	CEMETERY		31.17
	81123	STOTTLEMEYER PARK RESTROOMS		40.16
	81123	RETENTION BASIN-SPRINKLER METER		31.17
	81123	STREET LIGHT ACCOUNT 603010175		2,272.05
	81123	TIANGUIS		6,820.02
	81123	STOTTLEMEYER PARK (North Basin)		728.57
	81123	RETENTION BASIN-SPRINKLER METER		32.92
	81123	FIRE DEPT SECURITY LIGHT		17.91
	81123	SENIOR CENTER-HDM		121.94
	81123	BALLFIELD RESTROOMS		36.70
	81123	SENIOR CENTER-RECREATION		609.69
	81123	SENIOR CENTER-CONG		487.75
	81123	STREET LIGHT AARA		146.57
	81123	SECURITY/STREET LIGHTS @ PARK		260.55
	81123	STRAW BALE HOUSE: MAINT YD		144.20
			Total for Check Number 8202243:	19,284.21
8202244	SRP999	Salt River Project	08/18/2023	
	072423	508-977-002		250.00
	71723	618-641-003		600.00
	71723	910001681962		400.00
	71723	910001415893		300.00
	71723	910001531858		400.00
	71723	910-496-008		600.00
	72123	acct 910001681815		150.00
	72123	438-016-004		300.00
	72123	910001911049		200.00
	72123	910003885560		400.00
	72123	108-067-006		400.00
	72123	762-974-004		600.00
	72723	440-987-000		390.59
	72823	910001911072		69.52

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	72823	383-714-009		232.50
	72823	767--647-001		75.70
Total for Check Number 8202244:				5,368.31
8202245	SWGAS	Southwest Gas Corp	08/18/2023	
	073123	Sr Center Gas		15.53
	073123	Sr Center Gas		77.66
	073123	Sr Center Gas		62.12
Total for Check Number 8202245:				155.31
8202246	STAPLES	Staples Business Advantage	08/18/2023	
	8070990570	2 tape dispenser, scissors		44.81
	8071066712	note pads, file folders		52.95
Total for Check Number 8202246:				97.76
8202247	TEPOWER	Tempe Power Equipment	08/18/2023	
	364309	Fan housing, throttle cable, drive tube assembly,		382.37
	365150	4 cycle oil 3 gallon water cooler, 61PMM3 50E c		184.33
	365345	MS 194 T-Z 3/8"P SPUR Chainsaw; 63PS3 50E		545.85
Total for Check Number 8202247:				1,112.55
8202248	UNFIRE	United Fire Equipment Co	08/18/2023	
	GUA030791590	UFNAMEPANEL		17.24
Total for Check Number 8202248:				17.24
8202249	UNFOODBK	United Food Bank	08/18/2023	
	AO00091798-1	canned goods, canned meat, peanut butter, spices		65.74
	AO00091937-1	canned goods, boxed meals, condiments, spices,		30.02
	AO00092014-1	frozen meat, canned goods, boxed meals, spices,		95.19
Total for Check Number 8202249:				190.95
8202250	WAXIE	Waxie Sanitary Supply	08/18/2023	
	81677477	Lime Green Hot Mop		48.18
	81793195	Lime Green Hot Mop		48.18
	81873487	Gloves, microfiber towels		204.54
	81873487	trash bagas Med & Lrg		86.40
Total for Check Number 8202250:				387.30
8202251	AZCART	Arizona Cart Services Inc	08/18/2023	
	073123GUAAP	Yard Clean up Bi-Monthly July		232.00
Total for Check Number 8202251:				232.00
8202252	TEWBILLS	City of Tempe - Customer Service	08/18/2023	
	73123	Water Bill		101.39
	73123	Water Bill		97.79
	73123	Water Bill		115.77
	73123	Water Bill		200.00
	73123	Water Bill		91.28
	73123	Water Bill		97.30
	73123	Water Bill		91.22
	73123	Water Bill		50.00
Total for Check Number 8202252:				844.75



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
8202253	DIBBLENG 1016014.22-7 1016014.23-6 1016014.24-4 1016014.25-1 1016014-91	Dibble and Associates Consutling Engineer Wastewater Collection System Rehab CDBG Highline Canal Rec Path lighting Avenida del Yaqui sidewalk improvements ADEQ small MS4 program manangement Guadalupe Town Engineer	08/18/2023	2,055.00 13,582.27 9,603.90 2,280.90 7,758.00
Total for Check Number 8202253:				35,280.07
8202254	ESTRADAA 73123	Estrada, Alyssa Front desk reception	08/18/2023	800.00
Total for Check Number 8202254:				800.00
8202255	FAITH 1074802 1074802 1074802 1074802	Faith Ledyard and Faith PLC 2500-1 Municipal / General 2500-1 Municipal / General 2500-1 Municipal / General 2500-1 Municipal / General	08/18/2023	33.34 33.33 2,471.50 33.33
Total for Check Number 8202255:				2,571.50
8202256	FLUORESC 1529438	Fluoresco Services LLC Installation of 14 new street light poles	08/18/2023	63,842.70
Total for Check Number 8202256:				63,842.70
8202257	GENUINE 204585	Genuine Parts Co Auto repairs 204585; 207172; 207210	08/18/2023	190.62
Total for Check Number 8202257:				190.62
8202258	KLEES 4055	Klee's Climate Control LLC Compressor replaced on AC unit	08/18/2023	6,770.00
Total for Check Number 8202258:				6,770.00
8202259	LEAGUE 61423	League of Az Cities & Towns 7/1/2023 Membership dues FY 24	08/18/2023	7,525.00
Total for Check Number 8202259:				7,525.00
8202260	MCPRIS JUL23HSNG	MCSO Patrol and Per Diem Billing July 2023 Detention Services INV JUL23HSNG	08/18/2023	4,013.10
Total for Check Number 8202260:				4,013.10
8202261	OFFDUTY INV49075	Off Duty Managment Inc Mercado Event	08/18/2023	1,003.56
Total for Check Number 8202261:				1,003.56
8202262	PSPRS 73023	Public Safety Personnel Retire Public saftey insurance policy program for FY 2	08/18/2023	300.00
Total for Check Number 8202262:				300.00
8202263	SHAMROCK 28393577 28393577 28393577 28393577	Shamrock Foods Company beverage, frozen/dry foods, perishable, poultry, r beverage, frozen/dry foods, perishable, poultry, r disposables supplies disposables supplies	08/18/2023	544.42 1,105.34 13.12 109.37

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	28393577	disposables supplies		96.25
	28419143	disposables supplies		232.98
	28419143	disposables supplies		264.75
	28419143	disposables supplies		31.77
	28419143	beverage, frozen/dry food, poultry, meat, perisha		675.66
	28419143	beverage, frozen/dry food, poultry, meat, perisha		332.79
Total for Check Number 8202263:				3,406.45
8202264	ANARADIA 623-01-07 TOG	Anaradian & Associates LLC The Project: Planning and Developing services f	08/25/2023	1,987.50
Total for Check Number 8202264:				1,987.50
8202265	BLUECBS	Blue Cross/Blue Shield of AZ	08/25/2023	
	080123	Health Insurance		457.18
	080123	Health Insurance		229.46
	080123	Health Insurance		167.35
	080123	Health Insurance		2,308.94
	080123	Health Insurance		223.14
	080123	Health Insurance		8,587.30
	080123	Health Insurance		1,742.40
	080123	Health Insurance		1,115.70
	080123	Health Insurance		186.53
	080123	Health Insurance		5,087.50
	080123	Health Insurance		808.00
	080123	Health Insurance		1,115.70
	080123	Health Insurance		167.35
	080123	Health Insurance		916.12
	080123	Health Insurance		4,234.46
	080123	Health Insurance		858.73
Total for Check Number 8202265:				28,205.86
8202266	TEBLDGS	City of Tempe - Customer Service	08/25/2023	
	080123	TOWN HALL IRRIGATION		46.68
	080123	COMMERCIAL REFUSE: 4 yd container 3 wee		86.03
	080123	COMMERCIAL REFUSE: 4 yd container 1 wee		43.02
	080123	5426 E Calle Cerritos-STOTTMEMEYER PARK		293.88
	080123	COMMERCIAL REFUSE: 4 yd container 1 wee		8.60
	080123	SENIOR CENTER-RECREATION		37.64
	080123	FIRE DEPT		203.85
	080123	8234 S Calle Batoua		37.36
	080123	5928 E GUADALUPE - RETENTION BASIN		5,030.98
	080123	LIBRARY (30%)		52.10
	080123	CAP (10%)		17.37
	080123	COMMERCIAL REFUSE: 8 yd container 5 wee		482.15
	080123	SENIOR CENTER-HDM		7.53
	080123	COMMERCIAL REFUSE:4 yd container 1 weel		34.41
	080123	COMMERCIAL REFUSE: 4 yd container 3 wee		28.68
	080123	SENIOR CENTER-CONG		30.12
	080123	BIEHN PARK SPRINKLERS 2		1,244.28
	080123	COMMERCIAL REFUSE: 4 yd container 3 wee		28.68
	080123	TIANGUIS		871.39
	080123	HEADSTART		64.38
	080123	9700 CALLE VAUO NAWI - RETENTION BA		2,447.58
	080123	5426 E Calle Cerritos-STOTTMEMEYER PARK		47.68
	080123	BOTANICAL GARDEN		314.97
	080123	BIEHN PARK SPRINKLERS 1		1,112.07
	080123	7830 S AVE DEL YAQUI - RETENTION BASI		3,861.02

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	080123	Maintenance yard		59.14
	080123	CEMETERY		135.78
	080123	Maravilla/Naranjo - Hydrant meter-used by mair		192.09
	080123	COMMERCIAL REFUSE: 4 yd container 3 wee		28.68
	080123	TOWN HALL - 9241 (60%)		104.19
	080123	5653 E CALLE PITAYA-Maricopa Co Basin Lau		93.34
			Total for Check Number 8202266:	17,045.67
8202267	COX	Cox Communications, Inc	08/25/2023	
	80123	8413 S Avenida del Yaqui		378.59
	80123	Sr Center		30.98
	80123	9241 S Avenida del Yaqui		325.00
			Total for Check Number 8202267:	734.57
8202268	EQUITABL	Equitable Financial Life Insurance Compan	08/25/2023	
	1448078	Life Insurance		62.70
	1448078	Life Insurance		-20.90
	1448078	Life Insurance		12.12
	1448078	Life Insurance		-5.22
	1448078	Life Insurance		5.49
	1448078	Life Insurance		7.02
	1448078	Life Insurance		0.52
	1448078	Life Insurance		1.04
	1448078	Life Insurance		-5.24
	1448078	Life Insurance		8.89
	1448078	Life Insurance		0.78
	1448078	Life Insurance		-10.46
	1448078	Life Insurance		3.81
	1448078	Life Insurance		5.23
	1448078	Life Insurance		2.62
	1448078	Life Insurance		0.78
	1448078	Life Insurance		1.04
	1448078	Life Insurance		5.44
	1448078	Life Insurance		2.55
	1448078	Life Insurance		7.26
			Total for Check Number 8202268:	85.47
8202269	ESTRADAA 5312018	Estrada, Alyssa Front Desk Receptionist	08/25/2023	
				360.00
			Total for Check Number 8202269:	360.00
8202270	HOME2871	Home Depot Credit Services	08/25/2023	
	2614218	cyclone portacool, flex repair		1,392.72
	3620952	hosebib, cop, pvc plug, acid brushes		25.90
	4627186	flat brush, poly roller, pet tray liner		70.74
	5080220	pvc pipe, water meter valve, couplings, purple pr		119.57
	513012	max AA 8-pack, LED flashlight, yellow caution		64.62
	5622260	5 Lrg leather gloves		119.71
	6610093	Ice block, hose w/brass shut off, nozzle pack, 5 g		88.51
	9514674	jaw pliers		15.97
	9514674	mop bucket, broom, multi serfice upright broom,		209.21
			Total for Check Number 8202270:	2,106.95
8202271	METLIFE	Metropolitan Life Ins Co	08/25/2023	
	080123	Health Insurance		201.65
	080123	Health Insurance		59.49

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	080123	Health Insurance		306.99
	080123	Health Insurance		4.63
	080123	Health Insurance		23.02
	080123	Health Insurance		12.19
	080123	Health Insurance		76.54
	080123	Health Insurance		6.20
	080123	Health Insurance		42.36
	080123	Health Insurance		6.20
	080123	Health Insurance		22.96
	080123	Health Insurance		38.12
	080123	Health Insurance		20.39
	080123	Health Insurance		4.65
	080123	Health Insurance		24.57
	080123	Health Insurance		30.99
			Total for Check Number 8202271:	880.95
8202272	MINERT 325303	Minert and Associates Breath alcohol test, drug test	08/25/2023	108.00
			Total for Check Number 8202272:	108.00
8202273	MYTEK 70775	Mytek Network Solutions Azure migration Q#3829	08/25/2023	2,250.00
			Total for Check Number 8202273:	2,250.00
8202274	RITTERM 40	Mike Ritter Code Compliance Contract 72 hours	08/25/2023	2,160.00
			Total for Check Number 8202274:	2,160.00
8202275	Roman 06	Roman, Alvina Custodian Services	08/25/2023	147.00
			Total for Check Number 8202275:	147.00
8202276	SIGNATUR 23064 C.O 1 23074 C.O #1 23074A 23074A 23074A 23102 23102 23102	Signature Projects Lobby plan review counter add ons Mercado men's restroom Library restroom Mercado men's restroom Door into Town Hall restroom R&R Sr Center cooler repair and install serveillance sy Sr Center cooler repair and install serveillance sy Sr Center cooler repair and install serveillance sy	08/25/2023	3,500.00 1,630.00 925.43 2,545.75 1,027.12 471.72 3,459.28 3,931.00
			Total for Check Number 8202276:	17,490.30
8202277	SUNLAND 6850	Sunland Asphalt Apply PMM sealer/ pacement markings/ striping	08/25/2023	7,226.57
			Total for Check Number 8202277:	7,226.57
8202278	UNFOODBK AO00092127-1	United Food Bank canned vegetables/fruits/tomato, canned soup, be	08/25/2023	33.25
			Total for Check Number 8202278:	33.25
8202279	VERIZON 9941256455 9941256455	Verizon Wireless Cell Phone & Data Svcs Comm Dev phone Cell Phone & Data Svcs Maint On Call	08/25/2023	40.72 40.72

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	9941256455	Cell Phone & Data Svcs Fire Heart Monitor		40.01
	9941256455	Cell Phone & Data Svcs Maint On Call Night		30.62
	9941256455	Cell Phone & Data Svcs Fire 1 Ipad		38.01
	9941256455	Cell Phone & Data Svcs COVID 2 Iphone		40.72
	9941256455	Cell Phone & Data Svcs Fire 2 Ipad		38.01
	9941256455	Cell Phone & Data Svcs COVID 1 Iphone		40.72
	9941256455	Cell Phone & Data Svcs COVID 1 Ipad		38.01
	9941256455	Cell Phone & Data Svcs Maint Ipad		38.01
	9941256455	Cell Phone & Data Svcs Maint On Call Day		40.72
	9941256455	Cell Phone & Data Svcs Comm Dev Jetpack		40.01
	9941256455	Cell Phone & Data Svcs Fire		40.72
	9941256455	Cell Phone & Data Svcs COVID 2 Ipad		38.01
			Total for Check Number 8202279:	545.01
8202280	WAXIE	Waxie Sanitary Supply	08/25/2023	
	81895524	Trash Bags		442.79
	81895524	Trash Bags		442.78
	81900616	trash bags		50.14
			Total for Check Number 8202280:	935.71
			Report Total (111 checks):	947,106.78