



NOTICE OF REGULAR MEETING OF THE GUADALUPE TOWN COUNCIL

THURSDAY, OCTOBER 12, 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

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, October 12, 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 September 28, 2023, Town Council Regular Meeting Minutes.

E. CALL TO THE PUBLIC: An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.

F. MAYOR and COUNCIL PRESENTATION:

1. Fire Prevention Week Proclamation
2. Indigenous Peoples Day Proclamation

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. **AK-CHIN INDIAN COMMUNITY GAMING GRANT INTERGOVERNMENTAL AGREEMENT (RESOLUTION NO. R2023.16):** Council will consider and may take action to adopt Resolution No. R2023.16 authorizing the Mayor, or designee, to execute an intergovernmental agreement, IGA (Grant No: 23-07) (C2023-26), between the Ak-Chin Indian Community and the Town of Guadalupe to accept an awarded 12% Contribution Grant in the amount of \$75,000 for the replacement and purchase of three AEDs for use by the Guadalupe Fire Department and purchase new AEDs for installation in Town Hall, Senior Center, and the Public Works Department, and purchase cabinets with "stop the bleed" kits and a LUCAS automatic CPR machine. Council may provide direction to the Town Manager / Clerk.



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2. **FIRE STATION DRAINAGE IMPROVEMENTS ENGINEERING DESIGN CONTRACT (C2023-27):** Council will consider and may take action to award a contract (C2023-27) to the Town Engineer, Dibble Engineering, for engineering design, construction document preparation, project management, and construction management services for drainage improvements for the Guadalupe Fire Station. The contract amount is \$59,821.00 and is funded through \$212,536 in Small Funding Assistance Program funds from the Flood Control District of Maricopa County. Council may provide direction to the Town Manager / Clerk.

3. **EXECUTIVE SESSION:** The Guadalupe Town Council may vote to go into an executive session, closed to the public, as allowed by ARS 38-431.03 (A) (2) (3) (4) (6) and (7) concerning the use, rental, and possible disposition of certain real estate owned or controlled by the Town of Guadalupe and any confidential records related thereto; and legal advice concerning the following topics:

a. Richman Group Proposal.

H. TOWN MANAGER/CLERK'S COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



October 6, 2023

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: **October 12, 2023, Town Council Regular Meeting Information Report**

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

Agenda Items:

D1. SEPTEMBER 28, 2023, REGULAR COUNCIL MEETING MINUTES (PAGES 5 – 11)

F1. FIRE PREVENTION MONTH PROCLAMATION (PAGE 12)

F2. INDIGENOUS PEOPLES DAY PROCLAMATION (PAGE 13)

G1. AK-CHIN INDIAN COMMUNITY GAMING GRANT INTERGOVERNMENTAL AGREEMENT (RESOLUTION NO. R2023.16) (PAGES 14 – 21): It is recommended that Town Council approve Resolution No. R2023.16 authoring the Mayor, or designee, to execute an intergovernmental agreement, IGA (Grant No: 23-07) (C2023-26), between the Ak-Chin Indian Community and the Town of Guadalupe to accept an awarded 12% Contribution Grant in the amount of \$75,000 for the replacement and purchase of three AEDs for use by the Guadalupe Fire Department and purchase new AEDs for installation in Town Hall, Senior Center, and the Public Works Department, and purchase cabinets with “stop the bleed” kits and a LUCAS automatic CPR machine.

As approved by Town Council, three grant requests were submitted to the Ak-Chin Indian Community in the 2023 cycle:

Amount	Approve	Deny	% Approved	Service	Request
Ak-Chin					
\$75,000	\$75,000.0		0%	FD	Cardiac Care - Fire Dept./Public Access Cardiac AED's and Equipment
\$32,000		*	0%	Events	Cultural Events Programming
\$72,000		*	0%	PW	vehicles shade canopy
\$179,000.0	\$75,000.0	\$0.0	42%		

The approved \$75,000 Cardiac Care grant accounts for 42% of the amount requested from the Ak-Chin Indian Community. Additionally, this grant award marks the sixth consecutive year that the Ak-Chin Indian Community has awarded grants and with five of the six years for Fire Department equipment. The grants are as follows:

Year	Purpose	Awarded Amount
2018	Senior Center Roof	\$80,000
2019	Firefighter Turnout Gear	\$63,000
2020	Firefighter Active Shooter Training and equipment	\$70,000
2021	Firefighter SCBA equipment	\$100,000
2022	Firefighter portal radio replacement	\$72,000
2023	Cardiac Care equipment	\$75,000
	Total	\$460,000

G2. FIRE STATION DRAINAGE IMPROVEMENTS ENGINEERING DESIGN CONTRACT (C2023-27) (PAGES 22 – 31): It is recommended that Council take action to award a contract (C2023-27) to the Town Engineer, Dibble Engineering, for engineering design, construction document preparation, project management, and construction management services for drainage improvements for the Guadalupe Fire Station. The contract amount is \$59,821.00 and is funded through \$212,536 in Small Funding Assistance Program funds from the Flood Control District of Maricopa County.

As background, on June 22, 2023, Town Council approved an intergovernmental agreement (IGA) (C2023-15), with the Flood Control District of Maricopa County (FCDMC) to accept , \$212,536 in Small Funding Assistance Program funds for the renovation of the Town's Fire Station driveway and adjacent curb to prevent flooding of the fire station engine bay, driveway. The IGA term is between July 1, 2023, and June 30, 2025.

The improvement project involves constructing a curb inlet catch basin to reduce stormwater runoff from the roadway onto the fire station driveway and engine bay. This will eliminate nuisance runoff into the fire station. The total estimate cost of this project is \$332,331.00 where FCDMC through this IGA, will fund \$212,536.00 (64%) and the Town is responsible for \$119,795.00 (36%). Should the engineering design contract be approved, \$272,510 will remain for project construction. Dibble Engineering's contract proposal is attached.

G3. EXECUTIVE SESSION (NO MATERIAL FOR THIS ITEM): Town Council may vote to go into an executive session.



Minutes Town Council Regular Meeting September 28, 2023

Minutes of the Guadalupe Town Council Regular Meeting held on September 28, 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
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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, Vice Mayor Ricardo Vital, Councilmember Esteban F. V. Fuerte, Councilmember Elvira Osuna, Councilmember Joe Sánchez, 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 Bravo provided the invocation. Mayor Molina then led the 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.

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

1. Councilmembers approved the August 24, 2023, Town Council Regular Meeting Minutes.
2. Councilmembers approved the September 14, 2023, Town Council Regular Meeting Minutes.

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

F. MAYOR and COUNCIL PRESENTATION

Mayor Molina read a proclamation declaring October Domestic Violence Awareness Month. Mayor Molina encouraged the community to support Domestic Violence Awareness Month by lighting their homes in purple. Additionally, the town hall will also be illuminated in purple throughout October. The mayor encourages residents who have purple lights to display them around their houses.



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G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. PUBLIC HEARING – DOMESTIC WATER CODE TEXT AMENDMENT (ORDINANCE NO. O2023.03)

Mayor Molina stated that this agenda item is to 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.

Jeff Kulaga, Town Manager/Clerk stated that this agenda item addresses the need for the city of Tempe to inspect water lines on private property in compliance with EPA regulations. The proposal allows inspectors to access private property for these inspections without being considered trespassers.

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

Mr. Kulaga stated the town did not receive public comment. No members of the public spoke.

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

The public hearing was closed.

Councilmembers held a public hearing to 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.

2. DOMESTIC WATER CODE TEXT AMENDMENT (ORDINANCE NO. O2023.03)

Mayor Molina stated that this agenda item is for Council to 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.

Jeff Kulaga, Town Manager/Clerk stated this is a housekeeping matter related to water meters and lines. Mr. Kulaga stated that the water meter is owned by the town, but the line connecting it to the house is owned by the property owners. Environmental Protection Agency (EPA) regulations require water providers, like the city of Tempe, to conduct certain tests on the water for safety, particularly for lead and copper. The city of Tempe has already updated its code to allow inspectors to examine the service line that connects to the house. Mr. Kulaga stated this update is necessary to comply with federal regulations, and as Tempe's customer, the municipality is obligated to make these changes.

In response to a question from Mayor Molina regarding the timeline for implementing the new code related to inspections, Mr. Kulaga stated that inspections are scheduled from November 14th to December 15th and that this timeline is sufficient. Mr. Kulaga confirmed notice went out to residents weeks ago and a second notice will go out on November 1st. Additionally, the town plans to place yard signs in neighborhoods to inform residents. Mr. Kulaga assured that inspectors will not enter yards with dogs and will leave notes if necessary.



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In response to a question from Vice Mayor Vital regarding if the inspectors will wear City of Tempe uniforms to make it clear to residents when they approach their homes, Mr. Kulaga stated that the inspectors will consist of both City of Tempe staffers and consultants, and they will all wear badges and reflective vests. A Guadalupe Town car and Promotora staff will accompany them during the inspections.

In response to a question from Councilmember Sánchez regarding whether residents will receive a notice if their property passes the inspection, Mr. Kulaga stated that so far, Tempe hasn't found any issues. Mr. Kulaga commits to following up to provide an answer regarding whether Tempe provides such notices.

In response to a question from Mayor Molina regarding if there would be an inspection update after November 14th, Mr. Kulaga stated an update would be provided likely mid-January, and assured the results will be shared once received from Tempe.

Motion by Vice Mayor Vital to adopt agenda item G2; second by Councilmember Osuna. Motion passed unanimously on a voice vote 6-0.

Councilmembers adopted **ORDINANCE NO O2023.03** 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.

3. FISCAL YEAR 2023/24 GENERAL FUND BALANCE TRANSFER (RESOLUTION NO. R2023.13)

Mayor Molina stated that this agenda item is for Council to 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.

Jeff Kulaga, Town Manager/Clerk stated this agenda item is related to reallocating funds for two projects primarily funded by grants. This resolution allows moving money from the general fund to the capital program to cover unanticipated expenses, which are part of the local match for these grant-funded projects.

Motion by Vice Mayor Vital to adopt agenda item G3; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 6-0.

Councilmembers adopted 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.

4. MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE TOWN OF GUADALUPE – HUMAN SERVICES HOMEOWNERS REHABILITATION PROGRAM (RESOLUTION R2023.15)

Mayor Molina stated that this agenda item is for Council to 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.



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Jeff Kulaga, Town Manager/Clerk stated this resolution, if approved by the Council, commits the town to use \$1,000,000 to rehabilitate fifty-five homes and allocate \$200,000 as matching funds. These funds will be administered by the Guadalupe Community and Development Corporation (GCDC). The resolution confirms the town's commitment to these funds provided by Maricopa County for housing rehabilitation projects.

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

Councilmembers adopted 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 authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this IGA.

5. GUADALUPE COMMUNITY DEVELOPMENT CORPORATION (GCDC) GUADALUPE HOMEOWNER REHABILITATION PROGRAM MEMORANDUM OF UNDERSTANDING (C2023-25)

Mayor Molina stated that this agenda item is for Council to 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.

Jeff Kulaga, Town Manager/Clerk stated that item G5 combines \$1.2 million to be provided to the Guadalupe Community and Development Corporation (GCDC). This funding will support the rehabilitation of 55 eligible owner-occupied homes in Guadalupe, focusing on improvements such as plumbing, heating, air conditioning, and possibly windows. The town has partnered with GCDC previously, and their successful performance in a previous project has led to this increased funding opportunity.

In response to a question from Mayor Molina regarding if this funding initiative differs from the applications advertised on the town's website for home builds, Steve Langstaff, Executive Director of GCDC, confirms that it is indeed separate. Mayor Molina inquired how eligibility for this funding will be determined Mr. Langstaff stated that eligibility is income-based and considers factors such as home ownership, age (62 or older), veteran status, having children in the household, or having children under 18 years old. These criteria establish priorities but don't limit eligibility exclusively to these categories.

In response to a question from Councilmember Bravo regarding how the allocation of funds for specific needs, such as plumbing, heating, and cooling, is determined for eligible families, Mr. Langstaff explains that each family can receive up to a \$20,000 grant. The allocation depends on the specific needs of the household. If the necessary improvements exceed \$20,000, GCDC will prioritize how to utilize the available funding, but it can go up to the full \$20,000 per family.



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In response to a question from Vice Mayor Vital whether air conditioning conversions are included in the program, Mr. Langstaff confirms that conversions are indeed eligible. However, conversions may require more work due to differences in plumbing systems. The only limitation is the \$20,000 grant amount. Vice Mayor Vital inquired about overlapping assistance with tribal programs and asked how GCDC will ensure that doesn't happen. Mr. Langstaff stated that they determine eligibility based on home ownership and inquire about any other assistance received in the last five years. If other assistance was received, GCDC might still help with what couldn't be completed, ensuring there's no double dipping. Vice Mayor Vital inquired if there is a list of contractors GCDC works with, Mr. Langstaff mentioned that they have contractors from the previous program who are interested and capable of doing the job, ensuring quality work. If an individual contractor cannot fulfill the requirements, they would be excluded initially.

In response to a question from Mayor Molina regarding warranties and whether homeowners understand that the warranty is their responsibility, Mr. Langstaff confirmed and adds that GCDC inform homeowners that they can approach the contractor for warranty issues. If the contractor doesn't respond, GCDC will assist in resolving the problem.

In response to a question from Councilmember Bravo regarding the scope of work and whether more extensive projects, like a whole new floor, could be considered if they stay within the \$20,000 limit. Mr. Langstaff stated that older homes may not meet current codes. If the \$20,000 isn't enough to cover all necessary repairs, GCDC would assist the homeowner in finding a way to bridge the gap but wouldn't provide additional funding. The homeowner would need to secure additional resources to complete the project.

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

Councilmembers approved 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.

6. FISCAL YEAR 2022/23 GENERAL FUND INTERDEPARTMENTAL BALANCE TRANSFERS (RESOLUTION NO. R2023.14)

Mayor Molina stated that this agenda item is for Council to 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.

Jeff Kulaga, Town Manager/Clerk, stated that the annual exercise of reconciling the general fund cost centers is for accounting and auditing purposes. While the total expenses for the general fund remain the same, Mr. Kulaga recommend moving \$209,000 from the General Fund transfer to other fund cost centers. These cost centers include the Fire Department, Town Clerk, Community Development, Information Technology, Building Maintenance, Parks. These departments have exceeded the adopted budget for 2023, but the overall General Fund remains balanced. This reallocation is done for auditing purposes and takes place within the General Fund.



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

Councilmembers adopted a 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.

7. CLAIMS

Mayor Molina stated that this agenda item is for Council to consider and may take action to approve the checks registered for August 2023, totaling \$947,106.78.

Jeff Kulaga, Town Manager/Clerk, stated that the monthly approval of claims or expenditures is a standard operating procedure.

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

Councilmembers approved the checks registered for August 2023, totaling \$947,106.78.

H. TOWN MANAGER/CLERK'S COMMENTS

Jeff Kulaga, Town Manager / Clerk

- o Thanked staff for their work.
- o Announced movie night at Stottlemeyer Park playing "The Sandlot" with free hot dogs, popcorn, snow cones, and water and fully sponsored by Cox Communications.
- o Announced free upcoming events: Community Cleanup on October 14th, Spooktacular on October 27th, Veteran's Day Parade on November 11th, and a Fire Department Open House on October 7th.

I. COUNCILMEMBERS' COMMENTS

Councilmember Bravo

- o Thanked staff for their work.
- o Expressed hope that everything is going well for the community.
- o Invited community to enroll kids in fall activities.
- o Expressed happiness about the positive impression and mentions a visitor's comment about Guadalupe's progress.

Councilmember Sánchez

- o Announced October community events.
- o Acknowledges that some kids may be experiencing issues, possibly related to violence and encourages everyone to keep an eye out for such situations.

Councilmember Fuerte – No Comments

Councilmember Osuna

- o Thanked staff for their work.

Vice Mayor Vital

- o Announced Spooktacular will be held at Frank School Elementary Oct 27th 5-8pm.
- o Announced Veterans Day Parade on Saturday November 11th.
- o Announced Light Parade/Tree Lighting Saturday, Nov 25th.
- o Announced Christmas Party on Wednesday Dec 20th located between the churches.



Mayor Molina

- o Announced fall programs with PYT, MCSO, and South Mountain Community College.
- o Thanked staff for their work.

J. ADJOURNMENT

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

The meeting was adjourned at 6:42 p.m.

Valerie Molina
Mayor

Valerie Molina, Mayor

Ricardo Vital
Vice Mayor

ATTEST:

Mary Bravo
Councilmember

Esteban F. V. Fuerte
Councilmember

Jeff Kulaga, Town Manager / Town Clerk

Elvira Osuna
Councilmember

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the September 28 2023, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

Jeff Kulaga, Town Manager / Town Clerk

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Proclamation



Fire Prevention Week Proclamation

WHEREAS, the Town of Guadalupe, Arizona recognizes the importance of fire prevention and the protection of our community and its residents; and

WHEREAS, the safety and well-being of our residents are paramount, and it is our obligation as Guadalupe residents to take measures to reduce the risk of fire hazards by maintain our property and keeping it clear of debris; and

WHEREAS, it is our collective responsibility to promote awareness, education, and action to prevent fires and to protect the lives and property of our citizens; and

WHEREAS, it is our duty to support the Guadalupe Fire Department in its efforts to protect the health, safety and welfare of the residents, visitors, and business community of the Town of Guadalupe.

NOW THEREFORE, be it resolved that on behalf of the Town Council of the Town of Guadalupe, Town of Guadalupe residents, and Town staff, I hereby declare

The week of October 8 - October 14, 2023, as Fire Prevention Week in the Town of Guadalupe

IN WITNESS THEREOF, I have set my hand and cause the Seal of the Town of Guadalupe to be affixed this 12th day of October 2023.

A handwritten signature in cursive script, reading "Valerie Molina".

Valerie Molina, Mayor

Proclamation



Indigenous Peoples Day Proclamation

WHEREAS, the Town of Guadalupe, Arizona acknowledges the historic and ongoing contributions of Indigenous peoples to our community, nation, and the world; and

WHEREAS, Indigenous Peoples Day is an opportunity to honor and celebrate the diverse cultures, languages, traditions, and resilience of Indigenous peoples; and

WHEREAS, the Town of Guadalupe recognizes the importance of raising awareness about the history, culture, and contemporary issues faced by Indigenous peoples, as well as promoting respectful and inclusive dialogue; and

WHEREAS, we affirm the principles of equity, justice, and the principles of reconciliation with Indigenous communities.

NOW THEREFORE, be it resolved that on behalf of the Town Council of the Town of Guadalupe, Town of Guadalupe residents, and Town staff, I hereby declare

***October 9th 2023, as Indigenous Peoples Day in the
Town of Guadalupe***

IN WITNESS THEREOF, I have set my hand and cause the Seal of the Town of Guadalupe to be affixed this 12th day of October 2023.

Valerie Molina, Mayor

RESOLUTION NO. R2023.16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR, OR DESIGNEE, TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE AK-CHIN INDIAN COMMUNITY AND THE TOWN OF GUADALUPE, TO ACCEPT \$75,000 IN GAMING GRANT FUNDS FROM THE AK-CHIN INDIAN COMMUNITY FOR THE REPLACEMENT AND PURCHASE OF THREE AEDS FOR USE BY THE GUADALUPE FIRE DEPARTMENT AND PURCHASE NEW AEDS FOR INSTALLATION IN TOWN HALL, SENIOR CENTER, AND THE PUBLIC WORKS DEPARTMENT, AND PURCHASE CABINETS WITH "STOP THE BLEED KITS" AND A LUCAS AUTOMATIC CPR MACHINE

WHEREAS, pursuant to Article IV, Section (b) of the Constitution of the Ak-Chin Indian Community, the Community Council is authorized to "negotiate and enter into contracts with federal, state, local and tribal governments, and with individuals, associations, corporations, enterprises or organizations;" and

WHEREAS, pursuant to the authority granted to cities incorporated pursuant to Title 9 of the Arizona Revised Statutes, the Grantee is authorized to enter into agreements, such as this Agreement, and accept grant funding thereunder; and

WHEREAS, pursuant to Section 12 of the Tribal/State Gaming Compact between the Community and the State of Arizona ("Compact"), in exchange for substantial exclusivity covenants by the State, the Community agreed to contribute a portion of its annual gaming revenues for regulatory costs and other public benefits; and

WHEREAS, pursuant to Compact Section 12(d), instead of making a deposit to the State, the Community may award up to 12% of its annual contribution ("12% Contribution") directly to cities, towns, or counties of the Community's choosing, for services that benefit the general public; and

WHEREAS, the Grantee submitted an application ("Application") to the Community for a grant ("Grant") from the 12% Contribution; and

WHEREAS, the Community desires to award a 12% Contribution Grant to the Grantee for the exclusive purpose of the project proposed in the Application ("Project"), which the Grantee wishes to accept.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, as follows:

The Mayor, or designee, is authorized and directed to execute an intergovernmental agreement, IGA (Grant No: 23-07) (C2023-26), between the Ak-Chin Indian Community and the Town of Guadalupe to accept an awarded 12% Contribution Grant in the amount of \$75,000 for the replacement and purchase of three AEDs for use by the Guadalupe Fire Department and purchase new AEDs for installation in Town Hall, Senior Center, and the Public Works Department, and purchase cabinets with "stop the bleed kits" and a LUCAS automatic CPR machine. Adoption of this resolution authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this agreement.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, THIS 12TH DAY OF OCTOBER 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
Ak-Chin Indian Community
and
Town of Guadalupe**

This Intergovernmental Agreement ("Agreement") is entered into as of the date of execution by all parties, by and between the Ak-Chin Indian Community ("Community"), a federally recognized Indian tribe having its principal place of business at 42507 W. Peters and Nall Road, Maricopa, Arizona 85138, and the Town of Guadalupe ("Grantee"), a town having its principal place of business at 9241 S. Avenida Del Yaqui, Guadalupe, Arizona 85283.

RECITALS

WHEREAS, pursuant to Article IV, Section (b) of the Constitution of the Ak-Chin Indian Community, the Community Council is authorized to "negotiate and enter into contracts with federal, state, local and tribal governments, and with individuals, associations, corporations, enterprises or organizations"; and

WHEREAS, pursuant to the authorities granted to cities and towns incorporated pursuant to Title 9 of the Arizona Revised Statutes, the Grantee is authorized to enter into agreements, such as this Agreement, and accept grant funding thereunder; and

WHEREAS, pursuant to Section 12 of the Tribal/State Gaming Compact between the Community and the State of Arizona ("Compact"), in exchange for substantial exclusivity covenants by the State, the Community agreed to contribute a portion of its annual gaming revenues for regulatory costs and other public benefits; and

WHEREAS, pursuant to Compact Section 12(d), instead of making a deposit to the State, the Community may award up to 12% of its annual contribution ("12% Contribution") directly to cities, towns, or counties of the Community's choosing, for services that benefit the general public; and

WHEREAS, the Grantee submitted an application ("Application") to the Community for a grant ("Grant") from the 12% Contribution; and

WHEREAS, the Community desires to award a 12% Contribution Grant to the Grantee for the exclusive purpose of the project proposed in the Application ("Project"), which the Grantee wishes to accept.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Community hereby agrees to make, and the Grantee agrees to accept, a Grant subject to the following terms and conditions:

ARTICLE I - GENERAL PROVISIONS

1.1 Contents of Agreement. The understanding between the parties will consist of this Agreement and the Grantee's Application ("Application," as defined further in Section 1.2), which (a) was signed by the Grantee on June 20, 2023, and (b) seeks funding for the Project ("Project" is defined further below in Section 1.2), that the Grantee submitted to the Community for consideration in awarding this Grant and which is attached hereto and incorporated herein by this reference as Attachment "A."

1.2 General Definitions. Unless otherwise provided herein, when used in this Agreement:

- (a) "Application" means the application submitted by the Grantee, which is attached hereto and incorporated herein as Attachment A and which includes the following: (1) the Ak-Chin Indian Community Grant Cover Sheet, (2) the narrative submitted by the Grantee, (3) any and all attachments to the Application, and (4) any and all other documents submitted to the Community by the Grantee related to the Grantee's Application and submitted in consideration for receiving a Grant.
- (b) "Grant" means funding awarded by the Community as a part of the Community's 12% Contribution.
- (c) "Project" means the "Fire Department – Cardiac Care" program or project described by the Grantee in its Application.

ARTICLE II - TERM

2.1 The term of this Agreement ("Term") will commence upon the effective date ("Effective Date") which shall be the later of either 1) the date this Agreement is fully executed by all parties or 2) January 1, 2024.

2.2 Unless otherwise terminated in accordance with the Article VIII below or extended upon the approval of the Community, which such approval may be given in the form of a Community resolution, without requiring further written amendment of this Agreement, the Term of this Agreement will expire on occurrence of the first of either: (a) one (1) calendar year from the Effective Date; or (b) the date upon which (i) the Project proposed in the Application (which is more fully described in Article III of this Agreement) is completed and (ii) the Community receives the Grantee's final report, as described more fully in Article X below.

ARTICLE III - SCOPE

The Grantee has overall responsibility for the timely completion of the Project proposed in the Application in accordance with the terms and conditions set forth in this Agreement. The Grantee agrees and shall use the Grant exclusively for the Project as

detailed in the Application unless otherwise approved by the Community, which such approval may be given in the form of a Community resolution, without requiring further written amendment of this Agreement.

ARTICLE IV - AMOUNT AND AUTHORIZED USES OF GRANT FUNDS

4.1 In consideration of the various obligations undertaken by the Grantee pursuant to this Agreement, as represented by the Grantee in the Application proposing the Project, the Community agrees, subject to the terms and conditions set forth herein, to provide the Grantee with a Grant in the amount of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00).

4.2 The Grantee will use the Grant exclusively for the Project represented in the Application EXCEPT salaries and wages, but which may include costs attributable to and arising from providing those services and activities that are part of the Project, as proposed in the Application.

4.3 The Grant made under this Agreement has been awarded in reliance upon the Grantee's proposal in the Application. Any material change in the Term or scope of the Project must have the prior written approval of the Community, which may be given in the form of a Community resolution, without requiring further written amendment of this Agreement.

4.4 The Community reserves the right to terminate this Agreement, pursuant to Article VIII, if the Grantee fails to fulfill its obligations under this Agreement or if the Project changes in a material way.

4.5 Title to any property, both real and personal, purchased with this Grant shall be taken in the name of the Grantee; provided that, if the Grantee fails to fulfill its obligations under this Agreement during the Term of the Agreement, the property shall be returned to the Community for contribution to another eligible recipient. At the conclusion of the Term, the Community will not retain any rights or interests in any property purchased with this Grant.

4.6 Unless otherwise stipulated in writing, this Grant is made with the understanding that the Community has no obligation to provide the Grantee with any other funding or support except the amount granted in Article IV, Section 4.1 herein.

ARTICLE V - DISBURSEMENT OF GRANT

Upon the Community's receipt of a fully executed copy of this Agreement, and a copy of the Grantee's W-9, the Community will issue to the Grantee Grant funding in the amount set forth in Article IV, Section 4.1. Unless otherwise requested by the Grantee, the Grant funding will be sent via FedEx or other express mail service to the Grantee at the address provided in Article XI, Section 11.2, below.

ARTICLE VI - REPRESENTATIONS, WARRANTIES, AND SPECIFIC OBLIGATIONS

6.1 By executing this Agreement, the Grantee represents and warrants that:

(a) All resolutions or other formalities necessary to authorize the execution and delivery of this Agreement by the person executing this Agreement on behalf of the Grantee have been fully adopted, passed, or enacted by the Grantee's governing body.

(b) This Agreement is valid and legally binding upon the Grantee and has been executed and delivered by the Grantee in such manner and form as to comply with all laws, regulations, and policies applicable to the Grantee.

(c) The representations, statements, and other matters contained in the Application are true and complete and not misleading in any respect. The Grantee is aware of no change that would require any modification to the approved Application as of the date of execution of this Agreement.

6.2 The Grantee acknowledges that nothing contained in this Agreement, nor any act of the Community or the Grantee, will be deemed or construed to create any principal and agency, partnership, joint venture, or other similar association or relationship between the Community and the Grantee.

ARTICLE VII - DEFAULTS AND REMEDIES

7.1 The Grantee will be considered in default if the Grantee: (a) uses Grant funds for any purpose other than activities related to the Project, or (b) fails to perform its obligations agreed to in this Agreement.

7.2 If the Community has reason to believe that the Grantee has defaulted on any obligations under this Agreement, the Community will issue a Notice of Default ("Default Notice"). No later than thirty (30) calendar days after receipt of the Default Notice, the Grantee shall deliver all reports, records, and accountings sufficiently necessary to provide the Community with the current status of the Project, including but not limited to information documenting the Grantee's use of the grant funding.

7.3 Upon the occurrence of any default, the Community may take appropriate action to recapture the Grant funding. For purposes of this Section, "appropriate action" means any remedial action legally available, including, without limitation, (a) terminating the Agreement, (b) suits for declaratory judgment, specific performance, or temporary or permanent injunctions, and (c) and any other available remedy.

7.4 The Community may terminate this Agreement if the Community determines that the Grantee has defaulted on its obligations under this Agreement. Prior to terminating the Agreement, the Community will provide written Default Notice to the Grantee and the Grantee has thirty (30) calendar days to either: (a) commence performing under the Agreement, which must be proven through documentation showing progress; or (b) provide the Community with reports and other evidence refuting the allegation of default. If the Grantee does not provide evidence of progress to the Community's satisfaction, the

Community may terminate this Agreement. If this Agreement is terminated by the Community, the Grantee shall return to the Community all Grant funding and/or any property purchased with the Grant funding.

7.5 The Ak-Chin Indian Community Courts shall have jurisdiction over disputes arising under this Agreement.

ARTICLE VIII - TERMINATION OF AGREEMENT

8.1 The Grantee may terminate this Agreement at any time during the Term by providing thirty (30) calendar days' written notice to the Community and returning **ALL** Grant funding to the Community.

8.2 The Community may terminate this Agreement if the Community determines that the Grantee has defaulted on its obligations under this Agreement.

8.3 The Community's rights and remedies will survive termination of the Agreement.

ARTICLE IX - CERTIFICATIONS BY GRANTEE

9.1 In signing this Agreement, the Grantee certifies that:

- (a) All of the representations and warranties of the Grantee as set forth in this Agreement and the Application are valid and true; and
- (b) The Grant funds awarded will be used for costs actually incurred or to be incurred in fulfillment of the obligations agreed to in this Agreement; and
- (c) The payment requested does not duplicate a payment or reimbursement of costs and services received from any other source.

ARTICLE X - REPORTS

10.1 During the term of this Agreement, the Grantee must submit progress reports that summarize the expenditures made and provide updates on the general status of the Project no later than thirty (30) calendar days after:

- (a) The first six (6) months of the Term; and
- (b) Completion of the Project or the end of the Agreement Term, whichever occurs first. If a Grant was awarded to make a purchase, the date of delivery of all items shall be deemed completion of the Project.

10.2 Upon request by the Community, the Grantee shall provide promptly such additional information, reports, and documents as the Community may request.

ARTICLE XI - MISCELLANEOUS

11.1 All amendments, notices, requests, and disclosures of any kind made pursuant to this Agreement shall be in writing unless otherwise provided for in this Agreement.

11.2 Any communication will be deemed effective as of the date such communication is received by the addressee, return receipt requested, delivered to the following primary address listed for each party:

If to the Community: PRIMARY ADDRESS CC:	Ak-Chin Indian Community c/o Council Executive Secretary 42507 W. Peters and Nall Rd. Maricopa, AZ 85138 Strickland & Strickland, P.C. Ak-Chin Indian Community General Counsel 4400 E. Broadway, Suite 700 Tucson, Arizona 85711
If to the Grantee: PRIMARY ADDRESS CC:	Town of Guadalupe c/o Mayor Valeria Molina 9241 S. Avenida Del Yaqui Guadalupe, AZ 85283 Jeff Kulaga, Town Manager 9241 S. Avenida Del Yaqui Guadalupe, AZ 85283

11.3 This Agreement, including any right, benefit, or obligation arising hereunder, may not be transferred or assigned without the prior written approval of the Community.

11.4 No delay or omission of the Community in exercising any right or remedy available under this Agreement will impair any such right or remedy, or constitute a waiver of any default, or an acquiescence thereto.

11.5 The invalidity of any provision of this Agreement will not affect the validity of the remaining provisions hereof.

11.6 This Agreement, and any attachments or incorporated documents, constitutes the entire agreement between the Community and the Grantee, and supersedes all prior oral and written agreements between the parties hereto with respect to this Grant. Notwithstanding the provisions of Article I, Section 1.1 of this Agreement, in the event of

any inconsistency between the provisions of this Agreement and anything contained in Attachment A, the provisions of this Agreement will prevail.

11.7 This Agreement may be executed in any number of counterparts. All such counterparts will be deemed to be originals and together will constitute but one and the same instrument.

11.8 Upon the Community's prior written approval, the Grantee is permitted to issue press releases and host other publicity events highlighting the Grant from the Community.

11.9 The Community reserves and has the exclusive right to waive any requirement or provision under this Agreement; provided that, no act, by or on behalf of the Community, will be deemed or construed to be a waiver of any such requirement or provision, unless the same be in writing expressly stated to constitute such waiver.

11.10 Notwithstanding any other provision herein to the contrary, nothing in this Agreement shall be deemed a waiver of the Community's sovereign immunity. The Grantee agrees to indemnify the Community with respect to any claims arising from the Project funded by the Grant.

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

COMMUNITY AK-CHIN INDIAN COMMUNITY	GRANTEE: TOWN OF GUADALUPE
_____/____/____ Robert Miguel Chairman	_____/____/____ Valeria Molina Mayor
ATTEST: _____ Victoria A. Smith Council Executive Secretary	ATTEST: _____ Jeff Kulaga Town Manager/Clerk

p 602.957.1155 | 3020 East Camelback Road, Suite 201
f 602.957.2838 | Phoenix, AZ 85016

dibblecorp.com

C2023-27

October 4, 2023

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

Attn: Jeff Kulaga, Town Manager / Clerk

**RE: Guadalupe Fire Station Drainage Improvements
Scope of Work and Fee Proposal**

Dear Mr. Kulaga:

Thank you for the opportunity to work with the Town on the **Guadalupe Fire Station Drainage Improvements** project. Please find enclosed herewith the scope of work and fee proposal based on our understanding from scoping discussions with the Town.


The scope of this project includes engineering design, construction document preparation, project management, and construction management services for drainage improvements for the Guadalupe Fire Station. The elements and tasks of this project are described in detail within the attached Scope of Work. Dibble will complete the services described herein for a **lump sum fee** as summarized below:

Base Fee for Design	\$41,571.00
Allowance: Subsurface Utility Exploration (2) ...\$	2,600.00
<u>Allowance: Constr Mgmt & Inspection.....</u>	<u>\$ 15,650.00</u>
Allowance Amount	\$ 18,250.00
Total Contract Amount.....	\$59,821.00

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

Regards,


Paul Balch, PE
Sr. Project Manager
Dibble


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

Enclosures



Town of Guadalupe

Guadalupe Fire Station Drainage Improvements

SCOPE OF WORK

October 4, 2023

Project Description

The Town of Guadalupe (Town) would like to design and install drainage improvements at the Guadalupe Fire Station to minimize the impact of existing stormwater runoff coming off Avenida del Yaqui and from the vacant lot south of the fire station building. During certain storm events, the runoff ponds on the driveway and enters the fire station building. The project location, as shown in **Exhibit A**, is at the southeast corner of S. Avenida del Yaqui and E. Calle Magdalena within the Town of Guadalupe in Maricopa County, Arizona.

The project will include survey coordination and processing, base mapping, drainage design, and utility coordination. Dibble will provide engineering, design, project management, and construction management services to prepare final construction documents and administer the construction phase for these improvements. It is anticipated the procurement method of the construction phase will be a job-order contract.

The Town has entered into an Intergovernmental Agreement with the Flood Control District of Maricopa County (FCDMC) authorizing FCDMC to cost-share the design and construction costs associated with the flood control features of the project through their Small Project Assistance Program. Refer to IGA FCD 2023A005 for the terms of the agreement. Dibble will coordinate with FCDMC and provide the project plans and specifications for review and comment at each design stage submittal, as well as provide inspection reports as appropriate during the construction phase.

Design Standards

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

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

Billing and Compensation:

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

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

The Town will invoice FCDMC for design and construction cost reimbursement per the terms outlined in IGA FCD 2023A005.

Scope of Services

TASK 1: SURVEY AND BASE MAPPING COORDINATION

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

Dibble has already conducted a topographic survey, under separate contract, to establish horizontal and vertical control throughout the project limits. The survey data has been provided in ground coordinates that are tied to state plane coordinates in North American Datum of 1983 (NAD '83) 1992 epoch, Arizona Central Zone. The mapping and survey information was collected utilizing the North American Vertical Datum of 1988 (NAVD '88), International Foot.

Conventional field survey work included measuring horizontal and vertical locations of the existing roadway, flatwork, fence, gates, driveways, vacant parcel and other site features within the project limits. Curbs, driveways, and sidewalks were located at match points. Cross sectional survey data of the existing roadway and vacant parcel was collected at 25-foot intervals. Surface features for utility infrastructure were located, including storm drain manhole rim and pipe invert elevations impacted by this project, and included in the mapping.

No additional topographic survey is anticipated with this project.

Task 1.1: Control and Field Survey Coordination

Dibble will review and process aforementioned conventional survey data to be utilized within the project limits. Dibble identified and located, by survey measurement, pertinent section corners, quarter section corners, and other existing monuments necessary to delineate the existing right-of-way. Dibble will prepare a survey control sheet sealed by an Arizona Registered Land Surveyor (RLS).

Task 1.2: Right-of-Way Base Mapping

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

Task 1.3: Utility Base Mapping

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

Task 1.4: Site Visit

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

TASK 2: DESIGN PHASE

Storm runoff is currently overtopping the Avenida del Yaqui roadway curb within the project limits during larger storm events and ponds in the fire station driveway and enters the fire station building. The historical drainage pattern of the runoff will be maintained with this project. Dibble will review the previous FCDMC Guadalupe Drainage Improvement Plans and 10-Year Design Final Drainage Report (PCN 035-02-31) prepared by Sverdrup in 2001 to evaluate the existing storm drain

infrastructure in the immediate vicinity of the fire station. Dibble will utilize the 10-Year Design Drainage Report to help determine anticipated storm flows within the project limits. Detailed hydrology calculations and models are not part of the scope of this project. Flows along Avenida del Yaqui will be derived from the 10-year Design Drainage Report. The Rational Method will be utilized for calculating runoff from the vacant lot south of the fire station. The 10-year storm event runoff will be used for the design.

The design intent of this project is to capture additional overland flows that overtop the roadway curb with a combination of catch basins and/or trench drains and convey the runoff in a new storm drain pipe under the fire station driveway that will outlet into the existing catch basin structure in Calle Magdalena. The same volume of overland flows that eventually are captured by that existing catch basin will be conveyed through a new storm drain pipe with this project.

Dibble will prepare up to three drainage concepts to capture surface runoff generated within the right-of-way to minimize the amount of runoff entering the site and crossing the fire station driveway and apron. Dibble will focus on providing solutions that do not alter existing site access and mobility conditions. Some of these solutions may include trench drains, catch basins, storm drain, site grading, and tying into existing storm drain infrastructure. Hydraulic calculations will be performed to analyze existing and proposed inlet and storm drain capacities within the project limits.

A memorandum will be prepared with 11"x17" exhibits on an aerial background for each alternative and submitted as the 15% design submittal. The memorandum will outline the benefits and challenges with each concept, as well as a comparative cost analysis to assist the Town with selecting the preferred drainage solution. The preferred concept will be carried forward in the 90% design documents.

TASK 3: UTILITY COORDINATION

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

- City of TempeSewer, Traffic Signals, Water
- Cox CommunicationsCATV, Fiber Optic
- CenturyLink.....Coaxial, Fiber Optic
- MCI (Verizon)Fiber Optic
- Pauley Construction.....Communications, Fiber Optic
- Salt River ProjectCommunications, Electric, Fiber Optic, Irrigation
- Southwest Gas.....Gas
- SprintFiber Optic
- Zayo GroupCommunications, Fiber Optic

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

TASK 4: STAKEHOLDER COORDINATION

Dibble will coordinate with the Guadalupe Fire Department throughout the design to ensure proposed improvements and construction activities have minimal interference with the daily operations of the station. Proposed drainage design alternatives will focus on maintaining site access and mobility conditions.

Dibble will coordinate with the Flood Control District of Maricopa County per the terms outlined in IGA FCD 2023A005.

TASK 5: CONSTRUCTION DOCUMENTS

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

Task 5.1: 15% Drainage Alternatives Memorandum

The 15% design submittal will include the Drainage Alternatives Memorandum that will include up to three drainage concepts and a comparative costs analysis to assist the Town with selecting the preferred drainage solution.

Task 5.2: 90% Design Submittal

The 90% design submittal will include design development of the grading and drainage sheets for the preferred drainage solution. Technical Specifications and a draft Engineer’s Opinion of Probable Construction Cost will also be developed and provided for review.

Task 5.3: 100% Design Submittal

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

The anticipated plan sheets are included below:

Description	No. of Sheets
Cover Sheet	1
Legend & Abbreviations Sheet	1
General Notes Sheet	1
Survey Control Sheet	1
Details Sheet	1
Grading & Drainage Plan Sheet	1
Storm Drain Plan & Profile Sheet	1
Total	7

Task 5.4: Project Specifications

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

Task 5.5: Engineer’s Opinion of Probable Construction Cost

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

TASK 6: PROJECT MANAGEMENT AND COORDINATION

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

Task 6.1: Project Coordination

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

Task 6.2: Project Meetings

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

- Project Site Visit/Kickoff Meeting
- 15% Drainage Alternatives Meeting
- 90% Comment Resolution Meeting

Task 6.3: Project Schedule

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

ANTICIPATED SCHEDULE:

Survey/Base Mapping Processing	NTP + 2 Weeks
15% Drainage Alternatives Memo	NTP + 5 Weeks
Town/FCDMC Review Period	NTP + 9 Weeks
90% Design Submittal	NTP + 12 Weeks
Town/FCDMC Review Period	NTP + 16 Weeks
Final Submittal.....	NTP + 19 Weeks

Task 6.4: Quality Control

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

Task 7: Project Bidding & Award

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

ALLOWANCES

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

A1: Subsurface Utility Exploration

Dibble shall utilize a qualified subconsultant to perform utility potholing services. A utility pothole list will be developed by Dibble and approved by the Town prior to authorization of potholing activities. Utility potholing subconsultant shall be responsible for survey layout, pothole excavation, backfilling with native material, patching with cold patch, traffic control and permitting. Potholes are included as an allowance to this contract and will be paid for at the unit rate for all potholes excavated, including dry holes. It is estimated that 2 potholes might be required for the project.

A2: Construction Management and Inspection Services

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

Clarifications/Exclusions


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

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

Exhibit A on Page 8.

IN WITNESS WHEREOF, the parties have caused this Scope of Work to be signed by their duly authorized representatives as of the date provided below.

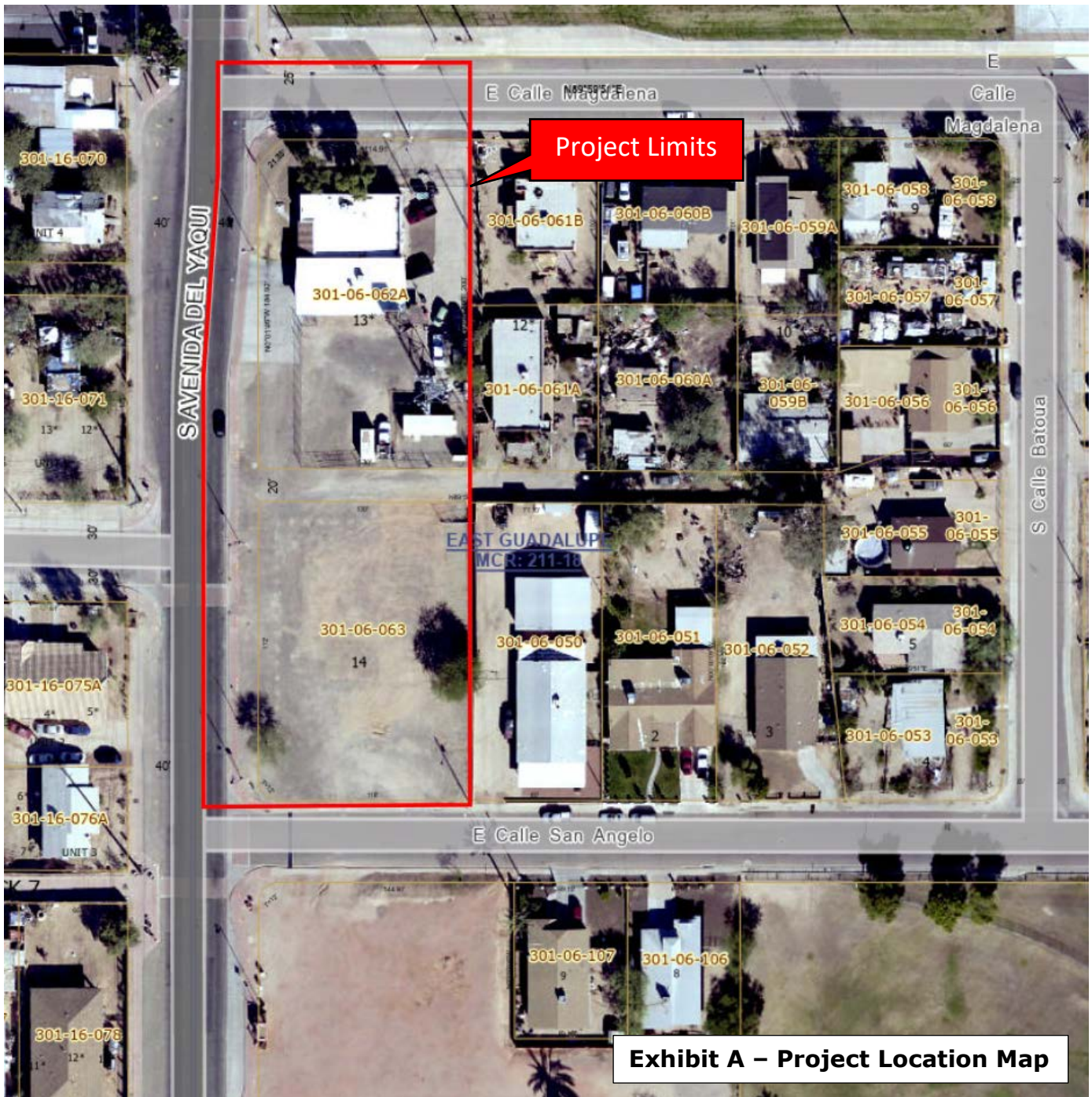
CONSULTANT:
Dibble & Associates Consulting Engineers, Inc.
An Arizona corporation

By:  _____
Andrew J. Spear, P.E.
Vice President

TOWN OF GUADALUPE
An Arizona municipal corporation

By: _____
Jeff Kulaga
Town Manager / Clerk

Date: _____



End Scope of Work



Dibble Design Staff Hours and Fee By Task										
Dibble Billing Rates (2019)		\$ 200.00	\$ 165.00	\$ 134.00	\$ 138.00	\$ 179.00	\$ 190.00	\$ 130.00		
	Task	Senior Project Manager	Project Engineer (PE)	Assistant Project Engineer (EIT)	Senior Technician	Registered Land Surveyor (RLS)	Survey Crew (2-Man, GPS/Robotic)	Construction Inspector	Total Staff Hours	Total Fee
1	Survey and Base Mapping									
1.1	Control and Field Survey Coordination				8	3			11	\$ 1,641
1.2	Right-of-Way Base Mapping		1		2	2			5	\$ 799
1.3	Utility Base Mapping		2	5	3				10	\$ 1,414
1.4	Site Visit	4	4						8	\$ 1,460
2	Design Phase	3	12	24					39	\$ 5,796
3	Utility Coordination	5	9	2					16	\$ 2,753
4	Stakeholder Coordination	5	5						10	\$ 1,825
5	Construction Documents									
5.1	15% Drainage Alternatives Memorandum	2	4	8	5				19	\$ 2,822
5.2	90% Design Submittal	2	4	8	10				24	\$ 3,512
5.3	100% Design Submittal	1	2	4	12				19	\$ 2,722
5.4	Project Specifications	4	2						6	\$ 1,130
5.5	Engineer's Opinion of Probable Construction Cost	1	2	4					7	\$ 1,066
6	Project Management and Coordination									
6.1	Project Coordination	9	8	5	3				25	\$ 4,204
6.2	Project Meetings (3 External, 2 Internal)	9	9	4	2				24	\$ 4,097
6.3	Project Schedule		2						2	\$ 330
6.4	Quality Control	10							10	\$ 2,000
7	Project Bidding & Award	20							20	\$ 4,000
	Total Hours	75	66	64	45	5			255	
	Total Base Contract Fee (Lump Sum)	\$ 15,000	\$ 10,890	\$ 8,576	\$ 6,210	\$ 895	\$ -	\$ -		\$ 41,571

Allowances										
	Task	Senior Project Manager	Project Engineer (PE)	Assistant Project Engineer (EIT)	Senior Technician	Registered Land Surveyor (RLS)	Survey Crew (2-Man, GPS/Robotic)	Construction Inspector	Total Staff Hours	Total Fee
A1	Subsurface Utility Exploration (2)									\$ 2,600
A2	Construction Management and Inspection Services	18	10					80	108	\$ 15,650
	Total Hours	18	10					80	108	
	Total Allowance	\$ 3,600	\$ 1,650	\$ -	\$ -	\$ -	\$ -	\$ 10,400		\$ 18,250

Fee Summary	
Base Fee	\$ 41,571.00
Allowances	\$ 18,250.00
Total Fee	\$ 59,821.00