

**\*\*\*DUE TO TOWN HALL CONSTRUCTION, SEATING CAPACITY IS LIMITED TO NO MORE THAN 10 ATTENDEES\*\*\***

**\*\*\*MEETING STREAMED LIVE ON TOWN OF GUADALUPE FACEBOOK PAGE\*\*\***

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

**THURSDAY, OCTOBER 13, 2022**

**6:00 P.M.**

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

Valerie Molina  
Mayor

Ricardo Vital  
Vice Mayor

Mary Bravo  
Councilmember

Elvira Osuna  
Councilmember

Joe Sánchez  
Councilmember

Anita Cota Soto  
Councilmember

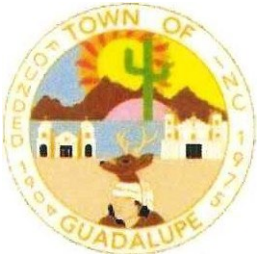
Agendas/Minutes:  
[www.guadalupeaz.org](http://www.guadalupeaz.org)

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, October 13, 2022, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

**AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES
  - 1. Approval of the September 22, 2022, Town Council Regular Meeting Minutes.
- E. CALL TO THE PUBLIC: An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.
- F. MAYOR and COUNCIL PRESENTATIONS:
  - 1. Domestic Violence Awareness Month Proclamation
  - 2. Arizona Cities and Towns Week Proclamation
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
  - 1. **PUBLIC HEARING – MARICOPA COUNTY COMMUNITY BLOCK GRANT PROGRAM – WASTEWATER SYSTEM REHABILITATION PROJECT (RESOLUTION NO. R2022.25): MARICOPA COUNTY COMMUNITY BLOCK GRANT PROGRAM INTERGOVERNMENTAL AGREEMENT – WASTEWATER SYSTEM REHABILITATION PROJECT (RESOLUTION NO. R2022.25):** Hold a public hearing to obtain public input regarding authorizing the Mayor, or designee, to enter into an intergovernmental agreement (C2022-42) with Maricopa County administered by its Human Services Department. The purpose of the IGA is to authorize staff to submit a Community Block Grant funding request for the Wastewater System Rehabilitation Project (Project) that includes the open cut repair of 2 segments totaling 12 linear feet, 14 segments of cured in place pipe lining totaling 4,699



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linear feet, epoxy coat 5 manholes; and, engineering design/construction document preparation, construction bid process oversight, construction management, quality control and inspection services. The Project would be funded by Maricopa the County Community Block Grant Program (CDBG) for fiscal year 2022-23. The requested grant funding amount totals \$550,275. If adopted and approved, the Project would begin October 14, 2022, and conclude on October 31, 2023. Council may provide direction to the Town Manager / Clerk. *(related to G2)*

**2. MARICOPA COUNTY COMMUNITY BLOCK GRANT PROGRAM INTERGOVERNMENTAL AGREEMENT – WASTEWATER SYSTEM REHABILITATION PROJECT (RESOLUTION NO. R2022.25): MARICOPA COUNTY COMMUNITY BLOCK GRANT PROGRAM INTERGOVERNMENTAL AGREEMENT – WASTEWATER SYSTEM REHABILITATION PROJECT (RESOLUTION NO. R2022.25):** Council will consider and may take action to adopt a resolution authorizing the Mayor, or designee, to enter into an intergovernmental agreement (C2022-42) with Maricopa County administered by its Human Services Department. The purpose of the IGA is to authorize staff to submit a Community Block Grant funding request for the Wastewater System Rehabilitation Project (Project) that includes the open cut repair of 2 segments totaling 12 linear feet, 14 segments of cured in place pipe lining totaling 4,699 linear feet, epoxy coat 5 manholes; and, engineering design/construction document preparation, construction bid process oversight, construction management, quality control and inspection services. The Project would be funded by Maricopa the County Community Block Grant Program (CDBG) for fiscal year 2022-23. The requested grant funding amount totals \$550,275. If adopted and approved, the Project would begin October 14, 2022, and conclude on October 31, 2023. Council may provide direction to the Town Manager / Clerk. *(related to G1)*

**3. REQUEST TO CONTINUE TO OCTOBER 27, 2022: PUBLIC HEARING – REZONING REQUEST FOR 9018 SOUTH AVENIDA DEL YAQUI (RZ2022-05):** Hold a public hearing for a rezoning request of the property located at 9018 South Avenida del Yaqui from C-1 Neighborhood Commercial to C-2 General Commercial, which aligns current property uses with allowable land uses, per the Guadalupe Town Code, Section 154.067(C) (3 & 4) for the C-2 zoning designation and a conditional use permit. The existing use of the property is for auto repair, paint shop, and auto mechanic work. The Applicant is Ramon Guzman, property owner. Maricopa County Assessor Parcel #APN 301-12-108B. Council may provide direction to the Town Manager / Clerk. *(related to G4)*

**4. REQUEST TO CONTINUE TO OCTOBER 27, 2022: REZONING REQUEST – 9018 SOUTH AVENIDA DEL YAQUI (RZ2022-05):** Council will consider and may take action to approve or deny a rezoning request for 9018 South Avenida del Yaqui from C-1 Neighborhood Commercial to C-2 General Commercial, which aligns current property uses with the allowable land uses, per the Guadalupe Town Code, Section 154.067(C)(3 & 4) for the C-2 zoning designation and a conditional use permit. The existing use of the property is for auto repair, paint shop, and auto mechanic work. The Applicant is Ramon Guzman, property owner. Maricopa County Assessor Parcel #APN 301-12-108B. Council may provide direction to the Town Manager / Clerk. *(related to G3)*

**5. REQUEST TO CONTINUE TO OCTOBER 27, 2022: PUBLIC HEARING – CONDITIONAL USE PERMIT REQUEST FOR 9018 SOUTH AVENIDA DEL YAQUI (CU2022-03):** Hold a public hearing for a Conditional Use Permit request for the property located at 9018 South Avenida del Yaqui to conduct auto mechanic work and auto painting, pending a request to rezone the property to C-2 General Commercial. The property is currently zoned C-1 Neighborhood Commercial (agenda items G3 & G4). The existing use of the property is for auto repair, paint shop, and auto mechanic work. The Applicant is Ramon Guzman, property owner. Maricopa County Assessor Parcel #APN 301-12-108B. Council may provide direction to the Town Manager / Clerk. *(related to G6)*

**6. REQUEST TO CONTINUE TO OCTOBER 27, 2022: CONDITIONAL USE PERMIT REQUEST FOR 9018 SOUTH AVENIDA DEL YAQUI (CU2022-03):** Council will consider and may take action to approve or deny a Conditional Use Permit request for the property located at 9018 South Avenida del



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Yaqui to conduct auto mechanic work and auto painting, pending a request to rezone the property to C-2 General Commercial (agenda items G3 & G4). The property is currently zoned C-1 Neighborhood Commercial. The existing use of the property is for auto repair, paint shop, and auto mechanic work. The Applicant is Ramon Guzman, property owner. Maricopa County Assessor Parcel #APN 301-12-108B. Council may provide direction to the Town Manager / Clerk. *(related to G5)*

**7. PUBLIC HEARING – REZONING REQUEST FOR 9241, 9201, 9225, AND 9233 SOUTH AVENIDA DEL YAQUI (RZ2022-06):** Hold a public hearing for a rezoning request of the properties located at the following addresses (one parcel): 9241, 9201, 9225, and 9233 South Avenida del Yaqui from R1-9 Residential to Commercial to C-2 General Commercial, which aligns with the allowable land uses, per the Guadalupe Town Code, Section 154.067(C)(3 & 4) for the C-2 General Commercial zoning designation. The existing and proposed use of the property includes Town Hall, retail, restaurant, public library, sports field complex, community and youth services, special event venue, shared parking, and community college. The Applicant is the Town of Guadalupe. Maricopa County Assessor Parcel #APN 301-44-022N. Council may provide direction to the Town Manager / Clerk. *(related to G8)*

**8. REZONING REQUEST FOR 9241, 9201, 9225, AND 9233 SOUTH AVENIDA DEL YAQUI (RZ2022-06):** Council will consider and may take action to approve or deny a a rezoning request of the properties located at the following addresses (one parcel): 9241, 9201, 9225, and 9233 South Avenida del Yaqui from R1-9 Residential to Commercial to C-2 General Commercial, which aligns with the allowable land uses, per the Guadalupe Town Code, Section 154.067(C)(3 & 4) for the C-2 General Commercial zoning designation. The existing and proposed use of the property includes Town Hall, retail, restaurant, public library, sports field complex, community and youth services, special event venue, shared parking, and community college. The Applicant is the Town of Guadalupe. Maricopa County Assessor Parcel #APN 301-44-022N. Council may provide direction to the Town Manager / Clerk. *(related to G7)*

**9. FIRE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM BOARD REAPPOINTMENTS:** Council will consider and may take action to reappoint three members to the Guadalupe Fire Public Safety Personnel Retirement System Board pursuant to A.R.S. § 38-847. The terms of office expiration date for these positions is October 31, 2022. The proposed reappointments are Mary Uriarte, citizen representative, George Fleming, Fire Department elected representative, and Jeff Kulaga, Mayor’s designee and Chair, to four-year terms, expiring October 31, 2026. Council may provide direction to the Town Manager / Clerk. *No material for this agenda item.*

**10. APPROVAL OF CONTRACT – TOWN HALL ROOF CONSTRUCTION:** Council will consider and may act to award a contract (C2022-43) to JBS Roofing in the amount of \$172,776, for the repair and replacement of the Town Hall / Library roof. Council may award the bid to the low bidder and issue a Notice to Proceed to the contractor receiving the award of bid. Funding for the project is available from the adopted FY2023 General Fund Capital Outlay budget \$145,000 and the Pascua Yaqui Tribe: American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) \$27,776. If approved, the approved contractor will receive a Notice to Proceed. This replacement project is anticipated to be completed by January 31, 2023. Council may provide direction to the Town Manager / Clerk.

H. TOWN MANAGER/CLERK’S COMMENTS

I. COUNCILMEMBERS’ COMMENTS

J. ADJOURNMENT

October 7, 2022

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: **October 13, 2022, Town Council Regular Meeting Information Report**

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

**Agenda Items:**

**D1. SEPTEMBER 22, 2022, REGULAR COUNCIL MEETING MINUTES (PAGES 9 – 13)**

**G1. PUBLIC HEARING & G2. MARICOPA COUNTY COMMUNITY BLOCK GRANT PROGRAM INTERGOVERNMENTAL AGREEMENT (RESOLUTION NO. R2022.25) (PAGES 17 – 61):** A public hearing is required for specific Housing and Urban Development Community Block Grant Projects. Adoption of this resolution would authorize the submittal of a fiscal year 2022/23 Community Block Grant Program application to Maricopa County for a wastewater system rehabilitation project which consists of the open cut repair of 2 segments totaling 12 linear feet, 14 segments of cured in place pipe lining totaling 4,699 linear feet, epoxy coat 5 manholes; and, engineering design/construction document preparation, construction bid process oversight, construction management, quality control and inspection services. The requested grant funding amount totals \$550,275. Should the CDBG grant be awarded, construction would occur in 2023.

<b>Project Expenditure</b>	<b>CDBG Fund Request</b>
Pipe Rehabilitation	\$410,175
Manhole Structure Rehabilitation	\$ 60,000
Engineer Design	\$ 47,100
Construction Administration	\$ 33,000
<b>Project Total</b>	<b>\$550,275</b>

Locations of pipe segment rehabilitation needs, as illustrated in the application, are as follows:

- Priest Drive/Avenida del Yaqui and Baseline Rd intersection
- Calle Bella Vista, south of Calle Cerritos
- Calle Mesquite, east of Calle Batoua
- Calle Magdalena, west of Calle Vauo Nawi
- Calle Iglesia, west of Calle Tomi; east of Calle Vauo Nawi
- Calle Tomi, south of Calle Iglesia and Calle Sonora; north of Guadalupe Rd; north of Calle Fortunato Serrano
- Calle Fortunato Serrano, west of Calle Tomi
- Calle Vauo Nawi, south of Jimenez Circle; 9400 South Block

The Town sewer lines are approximately 40 years old, with several segments in need of repair. This proposal is the third of a five-year program requesting CDBG Grant funds for wastewater system repair and rehabilitation, as presented in the October 2019 Wastewater Collection System Assessment.

In 2020, the Town received a \$517,828.00 CDBG grant for the first phase of sewer system repairs. In 2021, the Town did not receive a CDBG grant. The Town is presently positioned to receive a \$872,520 Federal Community Project grant through Congressman Gallego’s Office. Should this CDBG grant request of \$550,275 be awarded, combined with the Federal grant, the repair and renovation needs identified in the 2019 assessment will be completed at an estimated total cost of \$1,940,623.

**G3. REQUEST TO CONTINUE TO OCTOBER 27, 2022: PUBLIC HEARING & G4. REZONING REQUEST 6018 SOUTH AVENIDA DEL YAQUI (RZ2022-05) (PAGES 62 – 78):** A public hearing is required for rezoning requests. This request is to rezone 9018 South Avenida del Yaqui, Maricopa County Assessor Parcel #APN 301-12-108B, from C-1 Neighborhood Commercial to C-2 General Commercial. The Applicant is Ramon Guzman, property owner.

The current use of the property is auto repair, auto paint shop, and auto mechanic work. The rezoning would align these existing property uses, with allowable uses under the Guadalupe Town Code, C-2 Zoning Designation, Section 154.067(C)(4)(a):

(4) The following outdoor general retail business and service establishments shall be permitted in the C-2 and C-M Districts:

- (a) Automobile service stations, including minor repairs and lubricating, automobile car wash service;

The current C-1 Zoning does not allow for these auto related uses.

In general, per the Guadalupe Town Code of Ordinances, Section § 154.067 COMMERCIAL DISTRICTS; C-1 NEIGHBORHOOD COMMERCIAL, C-2 GENERAL COMMERCIAL...

(A) Intent.

(1) The **C-1 Neighborhood Commercial District** is intended to preserve and protect neighborhood commercial areas located in close proximity of residential areas and to provide retailing of convenience goods and services to meet the frequent needs of the neighborhood. **(Existing zoning designation)**

(2) The **C-2 General Commercial District** is intended to provide space for general retail and office uses, and efficient development of major retail shopping areas to serve the needs of the community and regional area. **(Requested zoning designation)**

C-1 and C-2 zoning designations must also comply with Sections § 154.067 (B) General Regulations:

(B) General regulations.

(3) In the C-1, C-2, and C-M Districts, overhead doors and loading and service bays shall be screened from public street view by opaque fences or walls, six feet in height.

(4) In the C-1, C-2, and C-M Districts, the yards required adjacent to public streets shall be entirely landscaped except for necessary driveways and walkways; parking and maneuvering areas shall be located beyond those required landscaped yards.

and, (C)(3 & 4) Permitted Uses.

The Town Manager/Clerk has reviewed the rezoning application packet for completeness and conformance with the Town Code of Ordinances. The property has been properly posted, a notification of the rezoning request and public hearing has been mailed to property owners located within 150’ of the property, and properly advertised in a newspaper per State Statues. The Applicant has paid all applicable fees. To date, the Town has not received any comment or feedback regarding this request.

**G5. REQUEST TO CONTINUE TO OCTOBER 27, 2022: PUBLIC HEARING & G6. CONDITIONAL USE PERMIT REQUEST FOR 9018 SOUTH AVENIDA DEL YAQUI (CU2022-03) (PAGES 79 – 95):** A public hearing is required for Conditional Use

Permit requests. This request is for Council to consider approving a conditional use permit for the property located at 9018 South Avenida del Yaqui, Maricopa County Assessor Parcel #APN 301-12-108B, to conduct auto mechanic work and auto painting, pending a request to rezone the property to C-2 General Commercial. The property is currently zoned C-1 Neighborhood Commercial (agenda items G3 & G4). The existing use of the property is auto repair, paint shop, and auto mechanic work. The proposed use of the property is to continue to conduct auto mechanic work and auto painting. The Applicant is Ramon Guzman, property owner.

The Applicant is requesting a Conditional Use Permit per the Guadalupe Town Code of Ordinances, Section § 154.067 C-2 GENERAL COMMERCIAL...(E) Conditional Uses (3)(E) Major automotive repair, painting, upholstery, and body and fender work.

Should the Town Council wish to grant the Conditional Use Permit, it shall be based on the following findings:

- a. The proposed use will not be contrary to the public interest, injurious to the adjacent or nearby properties, nor contrary to policies contained in the Town comprehensive plan;
- b. The proposed use will not alter the character of the immediate area such that it would contribute to a decline in economic vitality, public safety, or residential property values; and
- c. The location of the proposed use in the area will not be contrary to any program of neighborhood conservation or redevelopment.

If the conditional use permit request is granted, the Town Council has the authority to add various stipulations to a Conditional Use Permit.

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

**G7. & G8. PUBLIC HEARING & REZONING REQUEST FOR 9241, 9201, 9225, AND 9233 SOUTH AVENIDA DEL YAQUI (RZ2022-06) (PAGES 96 – 105):** A public hearing is required for rezoning requests. This is a request to rezone the Town of Guadalupe owned, 9.3-acre property, Maricopa County Assessor Parcel #APN 301-44-022N, located at the immediate southeast corner of Guadalupe Road and Avenida del Yaqui with the following addresses: 9241, 9201, 9225, and 9233 South Avenida del Yaqui from R1-9 Residential to Commercial to C-2 General Commercial.

The current uses of this property better aligns with uses allowed under Guadalupe Town Code, Section 154.067(C) (3 & 4) C-2 General Commercial zoning designation. The existing use of the property include general government, retail, restaurant, public library, sports field complex, faith based, community and youth services, special event venue, shared parking, and community college. The Applicant is the Town of Guadalupe.

The Town Manager/Clerk is submitting a rezoning request on behalf of the Town of Guadalupe. The rezoning application packet is complete and is in conformance with the Town Code of Ordinances. The property has been properly posted, a notification of the use permit request and public hearing has been mailed to property owners located within 150' of the property, and properly advertised in a newspaper per State Statutes. To date, the Town has not received any comment or feedback regarding this request.

Staff recommends approval of the rezoning request.

**G9. FIRE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM BOARD REAPPOINTMENTS – (NO MATERIAL FOR THIS ITEM):** At the October 11, 2018, Regular Council Meeting, the Council created the Town of Guadalupe Fire Public Safety Personnel Retirement System Board. Terms of office for one Fire Department elective position, and one appointed citizen representative was for two years initially, and thereafter, for four-year terms for both positions. All other positions on the board were appointed to four-year terms.

Staff is seeking Council direction to reappoint Mary Uriarte, Citizen Representative, George Fleming, Fire Department elected representative, and Jeff Kulaga, Mayor’s designee, to the board, with terms expiring 10/31/2026. There is no limit to the number of terms a board member may serve.

Board Member Name	Position	Term Expires	NEW Term Expires
<b>Jeff Kulaga (Chair)</b>	<b>Mayor’s designee</b>	<b>10/31/2022</b>	<b>10/31/2026</b>
<b>Mary Uriarte</b>	<b>Citizen representative</b>	<b>10/31/2022</b>	<b>10/31/2026</b>
Lory Cota	Citizen representative	10/31/2024	N/A
Dennis Dominguez	Fire Department representative (elected)	10/31/2024	N/A
<b>Alan Romania</b>	<b>Fire Department representative (elected)</b>	<b>10/31/2022</b>	<b>N/A</b>
<b>George Flemming (replacing Alan Romania)</b>	<b>Fire Department representative (elected)</b>		<b>10/31/2026</b>

The Board duties are as follows:

Local Board Members required:

- Chairman (Mayor or designee of Mayor)
- 2 citizens (appointed by the Town Council)
- 2 members elected by ballot (current Firefighters)
- Secretary (from members)

Local Board requirements:

- Local board is required meet 2 times per year
- Within 10 days of appointment/election, each member shall take an oath of office
- No later than 20 days after a meeting, must provide minutes to board of trustees
- One voice, one vote per member of board

Board duties:

- Decide all questions of eligibility, service credits, and benefits (including determining amounts, manner and time of payment under system) and forward any such info to the board of trustees
- Prescribe procedures of filing applications for benefits
- Determine right to rehearing on original determination
- To provide/distribute information regarding the system and annual reports
- Receive and review actuarial valuation of the system
- Receive and review reports on the financial condition of the fund
- To appoint medical boards as necessary
- To sue and be sued (funding for counsel provided by employer)
- Adopt and establish rules as it deems necessary
- Keep on file all reports

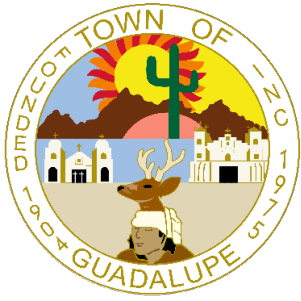
**G10. APPROVAL OF CONTRACT – TOWN HALL ROOF CONSTRUCTION (PAGES 106 – 112):** Council will consider and may act to award a contract (C2022-43) to JBS Roofing in the amount of \$172,776, for the repair and replacement of the Town Hall / Library roof. Staff is recommending that Council award the Town Hall / Library roof replacement bid to the low bidder, JBS Roofing, in the amount of \$172,776.00.

Bids were solicited on August 9, 2022 with a bid submittal deadline of September 6, 2022. Three bid proposals submitted are as follows:

Project Name: Town Hall Roof						
Company Name	Base Bid: Tile Roofing & Copings	Alternate: Tile Roof & Copings (40lb Underlayment)	Base Bid: Flat Roof Restoration	Line Item Pricing	Subcontractors Listed	Total Bid
AZ Carreon Construction	133,575.00	126,045.00	68,480.00	Yes	Yes	202,055.00
JBS Roofing	128,240.00	112,557.00	44,536.00	Yes	No	172,776.00
Starkweather Roofing	137,803.00	No Bid	55,286.00	Yes	No	193,089.00

This is a complete replacement of Town Hall's 22-year-old roof. During the past year, leaks have increasingly occurred throughout the building damaging walls and flooring. The majority of funding for this roof replacement is available from the adopted FY2023 General Fund Capital Outlay budget \$145,000 and the remainder of \$27,776 by the Pascua Yaqui Tribe; American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). If approved, the anticipated project completion date is January 31, 2023.





# Minutes Town Council Regular Meeting September 22, 2022

Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, September 22, 2022, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

A. Mayor Molina called the meeting to order at 6:04 p.m.

B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina. The following councilmembers participated via video conference: Vice Mayor Ricardo Vital, Councilmember Mary Bravo, and Councilmember Joe Sánchez

Councilmembers Absent: Councilmember Elvira Osuna and Councilmember Anita Cota Soto

Staff Present: Jennifer Drury – Acting Town Manager and David Ledyard – Town Attorney

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 September 8, 2022, Town Council Regular Meeting Minutes.

**Motion by Councilmember Bravo to approve agenda item D1; second by Vice Mayor Vital. Motion passed unanimously on a voice vote 4-0.**

1. Councilmembers approved the September 8, 2022, Town Council Regular Meeting Minutes.

E. CALL TO THE PUBLIC

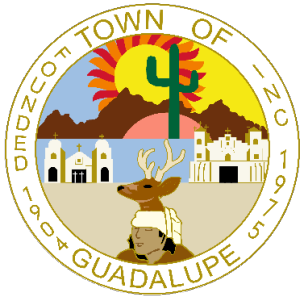
No one spoke. Mayor Molina announced that Town Hall is open and that the public is welcome to address the Council in person or via e-mail.

F. MAYOR and COUNCIL PRESENTATIONS: None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

**1. PUBLIC HEARING – MAYORAL TERM OF OFFICE (ORDINANCE NO. O2022.04)**

Mayor Molina stated that this agenda item is a public hearing to amend the Town Code of Ordinances, Title III, Administration, Chapter 30, Mayor and Council, Sections 30.001(b) Elected Officers and 30.020 Selection of Mayor by amending the term of office for Mayor from a two-year term to a four-year term; and establishing an effective date of the ordinance (30 days after adoption) and that the Town Code amendments shall first be in effect for the 2024 Primary Election.



**Motion by Councilmember Bravo to open the public hearing; second by Vice Mayor Vital.  
Motion passed unanimously on a voice vote 4-0.**

Mayor Molina opened the public hearing. No members of the public spoke.

David Ledyard, Town Attorney, stated that currently, the Mayor's term length of office is for two years; and, the Council's term length is for four years. If adopted, the proposed ordinance would extend the Mayor's term length to four years, beginning with the 2024 election cycle.

**Motion by Vice Mayor Vital to close the public hearing; second by Councilmember Bravo.  
Motion passed unanimously on a voice vote 4-0.**

Councilmembers held a public hearing to amend the Town Code of Ordinances, Title III, Administration, Chapter 30, Mayor and Council, Sections 30.001(b) Elected Officers and 30.020 Selection of Mayor by amending the term of office for Mayor from a two-year term to a four-year term; and establishing an effective date of the ordinance (30 days after adoption) and that the Town Code amendments shall first be in effect for the 2024 Primary Election.

## **2. MAYORAL TERM OF OFFICE - ORDINANCE AMENDMENT (ORDINANCE NO. O2022.04)**

Mayor Molina stated that this agenda item is for Council to consider adopting an amendment to the Town Code of Ordinances, Title III, Administration, Chapter 30, Mayor and Council, Sections 30.001(b) Elected Officers and 30.020 Selection of Mayor by amending the term of office for Mayor from a two-year term to a four-year term; and establishing an effective date of the ordinance (30 days after adoption) and that the Town Code amendments shall first be in effect for the 2024 Primary Election.

**Motion by Councilmember Bravo to approve agenda item G2; second by Vice Mayor Vital.  
Motion passed unanimously on a voice vote 4-0.**

Councilmembers adopted **ORDINANCE NO. O2022.04** to amend the Town Code of Ordinances, Title III, Administration, Chapter 30, Mayor and Council, Sections 30.001(b) Elected Officers and 30.020 Selection of Mayor by amending the term of office for Mayor from a two-year term to a four-year term; and establishing an effective date of the ordinance (30 days after adoption) and that the Town Code amendments shall first be in effect for the 2024 Primary Election.

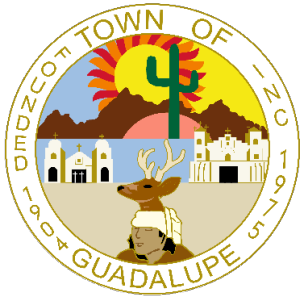
## **3. FISCAL YEAR 2021/22 GENERAL FUND BUDGET ADJUSTMENTS (RESOLUTION NO. R2022.23)**

Mayor Molina stated that this agenda item is for Council to consider adopting Resolution No. R2022.23 authorizing the transfer from the General Fund to the following funds: Highway User Revenue Fund, Senior Center Fund, Community Action Program Fund, Municipal Property Corporation Fund, and the Local Transportation Assistance Fund, all totaling \$901,289.

Mayor Molina stated that the Town Manager will be providing additional information regarding the budget at an upcoming Regular Council Meeting.

**Motion by Vice Mayor Vital to approve agenda item G3; second by Councilmember Sánchez.  
Motion passed unanimously on a voice vote 4-0.**

Councilmembers adopted **RESOLUTION NO. R2022.23** authorizing the transfer from the General Fund to the following funds: Highway User Revenue Fund, Senior Center Fund, Community Action Program Fund, Municipal Property Corporation Fund, and the Local Transportation Assistance Fund, all totaling \$901,289.



#### **4. FISCAL YEAR 2021/22 INTERDEPARTMENTAL FUND BALANCE TRANSFERS (RESOLUTION NO. R2022.24)**

Mayor Molina stated that this agenda item is for Council to consider adopting Resolution No. R2022.24 authorizing the interdepartmental transfer of General Fund monies from the Fiscal Year 2021/22 General Fund Capital Outlay cost center to the following General Fund cost centers: Transfers to Other Funds, Administration, Town Manager, and Attorney, all totaling \$438,000.

**Motion by Vice Mayor Vital to approve agenda item G4; second by Councilmember Bravo. Motion passed unanimously on a voice vote 4-0.**

Councilmembers adopted **RESOLUTION NO. R2022.24** authorizing the interdepartmental transfer of General Fund monies from the Fiscal Year 2021/22 General Fund Capital Outlay cost center to the following General Fund cost centers: Transfers to Other Funds, Administration, Town Manager, and Attorney, all totaling \$438,000.

#### **5. FISCAL YEAR 2021/2022 TOWN BUDGET YEAR END REVIEW**

Mayor Molina stated that this agenda item is for a review of the Fiscal Year 2021/22 budget performance. The presentation will include an overview of revenues and expenditures of the Town General Fund year end fund balances. Mayor Molina requested Council consideration of continuing this item to an upcoming Council meeting.

**Motion by Vice Mayor Vital to continue agenda item G5 to a future Regular Council Meeting; second by Councilmember Bravo. Motion passed unanimously on a voice vote 4-0.**

#### **6. CLAIMS**

Mayor Molina stated that this item is for Council to consider approving the check register for August 2022, totaling \$822,911.61.

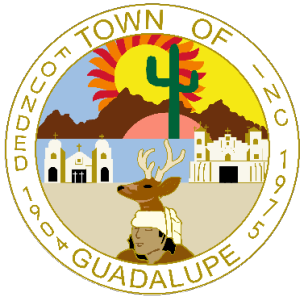
**Motion by Vice Mayor Vital to approve agenda item G6; second by Councilmember Bravo. Motion passed unanimously on a voice vote 4-0.**

Councilmembers approved the check register for August 2022, totaling \$822,911.61.

Mayor Molina announced that agenda items G7 – G12 have been withdrawn from the agenda at the request of the applicant.

**7. WITHDRAWN AT THE REQUEST OF THE APPLICANT: PUBLIC HEARING - CONDITIONAL USE PERMIT REQUEST, 5532 EAST CALLE ENCINAS:** Hold a public hearing to consider the issuance of a Conditional Use Permit (#CU2022-02) to locate a manufactured home at 5532 East Calle East, Guadalupe, AZ 85283. The Applicant is Tamara Geiger. The property is zoned R1-6 Single Family Residential. Per Town of Guadalupe Resolution 95-19, Conditional Use Permits will be issued only upon substantial justification and where the manufactured home is owner occupied. *(related to item G8)(no material for this item)*

**8. WITHDRAWN AT THE REQUEST OF THE APPLICANT: CONDITIONAL USE PERMIT REQUEST, 5532 EAST CALLE ENCINAS (CU2022-02):** The Guadalupe Town Council, acting as the Town of Guadalupe Board of Adjustment, will consider the issuance of a Conditional Use Permit to locate a manufactured home at 5532 East Calle Encinas, Guadalupe, AZ 85283. The Applicant is Tamara Geiger. The property is zoned R1-6 Single Family Residential, APN 301-12-104C. Per Resolution 95-19, Conditional Use Permits will be issued only upon substantial justification and where the manufactured home is owner occupied. *(related to item G7) (no material for this item)*



**9. WITHDRAWN AT THE REQUEST OF THE APPLICANT: PUBLIC HEARING – VARIANCE REQUEST FOR 5532 EAST CALLE ENCINAS(V2022-02):** Hold a public hearing to receive public input regarding a variance request of the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning, Section 154.065(E), Single Family Residential Districts R1-6, Area Height and Setback Regulations. The variance request is to reduce the west side yard setback at 5532 South Calle Encinas, from the required Town Code minimum of 7' to 4'. The property is zoned R1-6, APN 301-12-104C. The Applicant is Tamara Geiger. *(related to item G10) (no material for this item)*

**10. WITHDRAWN AT THE REQUEST OF THE APPLICANT: VARIANCE REQUEST FOR 5532 EAST CALLE ENCINAS (V2022-02):** Council will consider and may take action to approve or deny a variance request to reduce the west side yard setback at 5532 South Calle Encinas. The variance request is to reduce the west side yard setback at 5532 South Calle Encinas, from the required Town Code minimum of 7' to 4'. The property is zoned R1-6, APN 301-12-104C. The Applicant is Tamara Geiger. *(related to item G9) (no material for this item)*

**11. WITHDRAWN AT THE REQUEST OF THE APPLICANT: PUBLIC HEARING – VARIANCE REQUEST FOR 5532 EAST CALLE ENCINAS (V2022-03):** Hold a public hearing to receive public input regarding a variance request of the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning, Section 154.065(E), Single Family Residential District R-1-6, Area Height and Setback Regulations. The variance request is to reduce the front yard setback at 5532 South Calle Encinas, from the required Town Code minimum of 25' to 15'. The property is zoned R1-6, APN 301-12-104C. The Applicant is Tamara Geiger. *(related to item G12) (no material for this item)*

**12. WITHDRAWN AT THE REQUEST OF THE APPLICANT: VARIANCE REQUEST FOR 5532 EAST CALLE ENCINAS (V2022-03):** Council will consider and may take action to approve or deny a variance request to reduce the front yard setback at 5532 South Calle Encinas, from the required Town Code minimum of 25' to 15'. The property is zoned R-1-6, APN 301-12-104C. The Applicant is Tamara Geiger. *(related to item G11) (no material for this item)*

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

Jennifer Drury, Acting Town Manager

- October 2 - October 3, 2022 – road closure on Calle Cerritos to Calle Carmen for roadway striping.
- September 30 - October 3, 2022 – I-10 Guadalupe Road bridge closure related to the I-10 Broadway Road Curve Project.

#### I. COUNCILMEMBERS' COMMENTS

Mary Bravo, Councilmember

- Reflected on the recent loss of a colleague.
- Thanked community members for their support.

Vice Mayor Vital

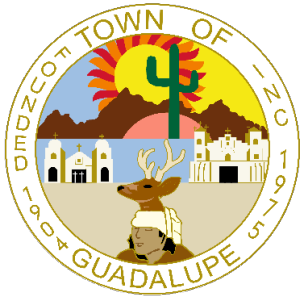
- Thanked staff for their work.
- Reflected on the loss of community members.

Councilmember Sánchez

- Thanked staff for their work.

Mayor Molina

- October 10, 2022 – Coffee with a Cop event.
- Guadalupe Boxing Gym is seeking youth participation in their programs.
- October 13, 2022 – next Regular Council Meeting.



J. ADJOURNMENT

**Motion by Councilmember Bravo to adjourn the Regular Council Meeting; second by Vice Mayor Vital. Motion passed unanimously on a voice vote 4-0.**

The meeting was adjourned at 6:45 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 September 22, 2022, 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



# Proclamation

## DOMESTIC VIOLENCE AWARENESS MONTH

**WHEREAS**, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity which affects men, women, youth, the elderly, but most importantly, the children of our community; and

**WHEREAS**, the consequence of domestic violence is widespread and manifests itself in further violence on the streets of Guadalupe, and we, as citizens, must be aware of it; and

**WHEREAS**, domestic violence is a generational legacy resulting in the destruction of the family unit; and

**WHEREAS**, lives can be changed and suffering alleviated by helping men, women, youth, the elderly, and children through the provision of alternatives to domestic violence; and

**WHEREAS**, health, safety, and the well-being of our families is, and must continue to be, one of our highest priorities; and

**WHEREAS**, victims should have help to find the compassion, comfort, and healing they need, and domestic abusers should be punished to the full extent of the law;

**WHEREAS**, local programs, state coalitions, national organizations, and other agencies nationwide are committed to increasing public awareness of domestic violence and its prevalence, and to eliminating it through prevention and education;

**WHEREAS**, important partnerships have been formed among criminal and juvenile justice agencies, healthcare providers, allied professionals, and victim services to assist victims of domestic violence and their families.

**NOW, THEREFORE**, I, Valerie Molina, Mayor of the Town of Guadalupe, do hereby proclaim October, 2022, as

## DOMESTIC VIOLENCE AWARENESS MONTH

in the Town of Guadalupe and urge all citizens to participate actively in scheduled activities and programs in the State of Arizona and in our community to work towards the elimination of violence.

*IN WHITNESS THEREOF*, I have set my hand and cause the Seal of the Town of Guadalupe to be affixed this 13<sup>th</sup> day of October, 2022.



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



# Proclamation

## MES DE LA CONCIENTIZACIÓN SOBRE LA VIOLENCIA DOMÉSTICA

**CONSIDERANDO:** Que la violencia doméstica es un delito que viola la privacidad, la dignidad, la seguridad y la humanidad de las personas, y que afecta a hombres, mujeres, jóvenes y adultos mayores, pero, más importante aún, a los niños de nuestra comunidad;

**Que** las consecuencias de la violencia doméstica se propagan y manifiestan en más violencia en las calles de Guadalupe, y que nosotros, como ciudadanos, debemos ser conscientes de su existencia;

**Que** la violencia doméstica es un legado generacional que destruye la unidad familiar;

**Que** podemos cambiar vidas y aliviar el sufrimiento si ayudamos a hombres, mujeres, jóvenes, adultos mayores y niños ofreciéndoles alternativas a la violencia doméstica;

**Que** la salud, la seguridad y el bienestar de nuestras familias es una de nuestras prioridades más importantes y debe mantenerse así;

**Que** se debe ayudar a las víctimas a encontrar compasión, consuelo y a recuperarse, y que se debe sancionar a los culpables de violencia doméstica con todo el peso de la ley;

**Que** los programas locales, las coaliciones estatales, las organizaciones nacionales y otras agencias a nivel nacional tienen el compromiso de aumentar la conciencia pública sobre la violencia doméstica y su predominio, y de eliminarla por medio de la prevención y la educación;

**Que** se han formado alianzas entre agencias de justicia penal y de justicia juvenil, proveedores de atención médica, profesionales aliados y servicios para víctimas, con el fin de ayudar a las víctimas de violencia doméstica y a sus familias.

**POR LO TANTO**, yo, Valerie Molina, alcaldesa de Guadalupe, por el presente proclamo el mes de octubre de 2022 como

## ***MES DE LA CONCIENTIZACIÓN SOBRE LA VIOLENCIA DOMÉSTICA***

en el pueblo de Guadalupe e insto a todos los ciudadanos que participen activamente en las actividades programadas y los programas del estado de Arizona y de nuestra comunidad con el fin de eliminar la violencia.

**EN FE DE LO CUAL**, estampo mi firma y el sello de Guadalupe a los 13 días del mes de octubre de 2022.



\_\_\_\_\_  
Valerie Molina, alcaldesa



# PROCLAMATION

## Arizona Cities and Towns Week 2022

**WHEREAS**, the citizens of the Town of Guadalupe rely on the Town to experience a high quality of life in our community; and

**WHEREAS**, cities and towns in Arizona work 24 hours a day, seven days a week to deliver vital town services such as fire, police, and emergency medical response to ensure safe communities; and

**WHEREAS**, cities and towns in Arizona also provide services and programs that enhance the quality of life for residents such as parks, utilities, street maintenance, sanitation and recycling services, libraries, community centers, and recreational programs; and

**WHEREAS**, it is important for Guadalupe to continue to provide the excellent delivery of services and programs that our citizens have come to expect in our community; and

**WHEREAS**, it is one of the responsibilities of Town officials to ensure open and accessible government through frequent communication with citizens using various avenues and means; and

**WHEREAS**, through participation and cooperation; citizens, community leaders, local businesses, and municipal staff can work together to ensure that services provided by the Town can remain exceptional elements of the quality of life of our community.

**NOW THEREFORE**, be it resolved that the Town of Guadalupe joins with the League of Arizona Cities and Towns and fellow municipalities across the state of Arizona in declaring October 16-22, 2022, Arizona Cities & Towns week.



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Valerie Molina, Mayor



**RESOLUTION NO. R2022.25**

A resolution of the Town Council of the Town of Guadalupe, Maricopa County, Arizona, authorizing the Town to submit an application to the Maricopa County Housing and Community Development Divisions for funding under the U.S. Department of Housing and Urban Development’s (HUD) Community Development Block Grant (CDBG) program to be utilized for a wastewater system rehabilitation project consisting of the open cut repair of 2 segments totaling 12 linear feet, 14 segments of cured in place pipe lining totaling 4,699 linear feet, epoxy coat 5 manholes; and, engineering design/construction document preparation, construction bid process oversight, construction management, quality control and inspection services. The requested grant funding amount totals \$550,275 for fiscal year 2022-23.

BE IT RESOLVED by the Mayor and Council of the Town of Guadalupe, Maricopa County, Arizona, the Town is hereby authorized to submit applications for fiscal year 2023-2024 Maricopa County CDBG funds for:

Wastewater system rehabilitation Project totaling \$550,275:

- Open cut repair of 2 segments totaling 12 linear feet; and,
- 14 segments of cured in place pipe lining totaling 4,699 linear feet; and,
- Epoxy coat 5 manholes; and,
- 3,297 Linear Feet of Sewer Line/Pipe Repair and/or Replacement; and,
- 9 manhole structure repairs and/or reconstruction; and,
- Engineering design/construction document preparation, construction bid process oversight, construction management, quality control and inspection services.

Exhibit A illustrates the locations of the sewer line replacement segments.

Name of person(s) authorized to sign application(s), execute a Subrecipient agreement, and other required documents:

NAME: Jeff Kulaga

NAME: Valerie Molina

TITLE: Town Manager/Clerk

TITLE: Mayor

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Guadalupe, Arizona, this 13<sup>th</sup> day of October, 2022.

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

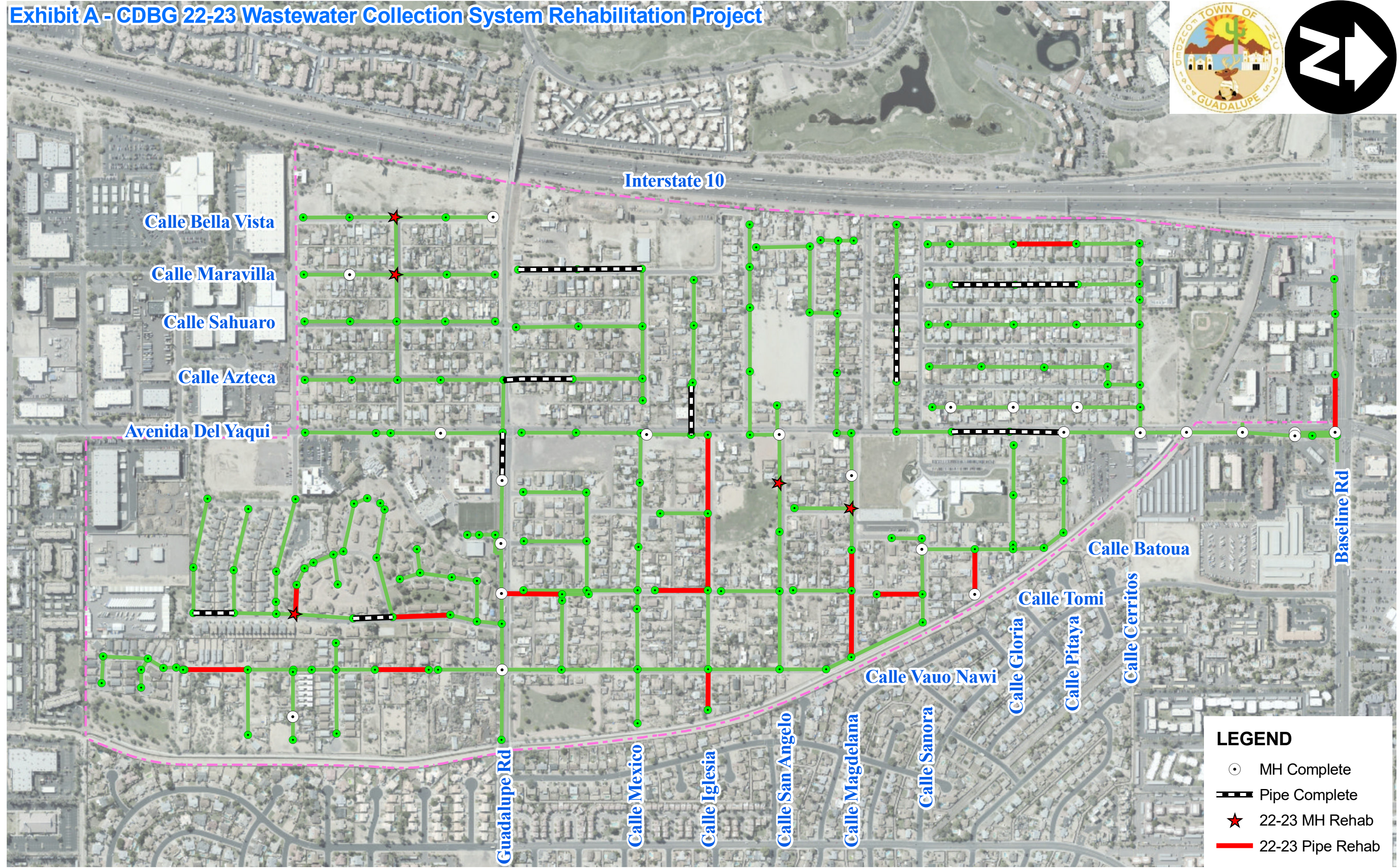
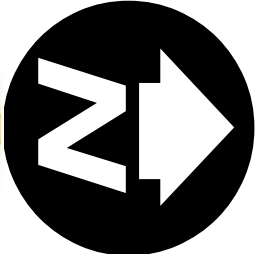
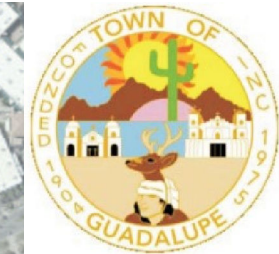
ATTEST:

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

APPROVED AS TO FORM:

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

# Exhibit A - CDBG 22-23 Wastewater Collection System Rehabilitation Project



### LEGEND

- MH Complete
- Pipe Complete
- ★ 22-23 MH Rehab
- 22-23 Pipe Rehab

C2022-42

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

Contract Number: \_\_\_\_\_  
Contract Amount: \$550,275  
Contract Start Date: November 2, 2022  
Contract Termination Date: November 1, 2024  
ALN Number: 14.218 – Community Development Block Grant  
UEI #: GZ5VG9MHR697

This Intergovernmental Agreement (“Agreement”) is entered into between the Town of Guadalupe (“Subrecipient”) and Maricopa County, administered by its Human Services Department, (“County”). The Subrecipient and County are collectively referred to here as the “Parties” and individually as a “Party.” The Subrecipient, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services contained in it. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth in this Agreement and in:

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

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

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

APPROVED BY:

APPROVED BY:

THE TOWN OF GUADALUPE

MARICOPA COUNTY

10/13/2022

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

\_\_\_\_\_  
Bill Gates Date  
Chairman, Board of Supervisors

Attested to:

Attested to:

10/13/2022

\_\_\_\_\_  
Jeff Kulaga Date  
Town Clerk

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

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

10/13/2022

\_\_\_\_\_  
David E. Ledyard, Esq. Date  
FAITH, LEDYARD, & FAITH PLC  
Attorney for the Subrecipient

\_\_\_\_\_  
Deputy County Attorney Date

**SECTION 1**  
**GENERAL PROVISIONS**



**Maricopa County**  
**Human Services Department**

**1.0 PURPOSE**

The purpose of the Agreement is for the Subrecipient to design and replace the wastewater system, resulting in improved system reliability, capacity, and longevity for the residents of the Town of Guadalupe. The Subrecipient shall provide the services identified in Section 3 (Work Statement), Paragraph 2.0 (Scope of Work).

**2.0 TERM**

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

**3.0 RENEWAL**

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

**4.0 AMENDMENTS**

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

**5.0 ADMINISTRATIVE CHANGE ORDERS**

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

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

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

**6.0 EFFECT**

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, the Compensation Provisions shall control. Nothing in this Agreement shall operate to increase the Operating Budget without a written amendment to this Agreement.

## 7.0 TERMINATION

- 7.1 Under A.R.S. § 38-511, the County may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County 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, the County 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 County from any 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.
- 7.2 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 the County under the Availability of Funds provision). The notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth on page 1 of this Agreement.
- 7.3 The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or the Subrecipient's noncompliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement will terminate upon the expiration of the Term of this Agreement stated on page 1 of this Agreement.
- 7.4 In accordance with 2 C.F.R. §§ 200.340, *et seq.*, the County may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement or if the Subrecipient fails to maintain a good-faith effort to carry out the purpose of this Agreement.
- 7.5 The Parties may terminate this Agreement for convenience in accordance with 2 C.F.R. § 200.340. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Parties in writing stating the reasons for such termination.

## 8.0 DEFINITIONS

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

- 8.1 **Administrative Manual** means the Community Development Block Grant and Community Development Advisory Committee Policy Manual, September 20, 2017, as may be revised, for the administration of CDBG grants.
- 8.2 **Assistance Listing Number (ALN)** means the codification of the general and permanent rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.
- 8.3 **Assistant Director** means the Director of the Housing and Community Development Division within the Human Services Department.
- 8.4 **CDAC** means the Community Development Advisory Committee, to act in an advisory capacity on matters concerning the Maricopa County Community Development Block Grant (CDBG) program, including funding recommendations, fair housing, and housing affordability issues affecting low/moderate-income people.
- 8.5 **Department** means the Maricopa County Human Services Department.
- 8.6 **Director** means the Director of the Maricopa County Human Services Department.

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

## 9.0 GENERAL REQUIREMENTS

- 9.1 The terms of this Agreement shall be construed in accordance with Arizona law and applicable Federal laws and regulations of the United State Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
- 9.2 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.
- 9.3 The Subrecipient is an independent contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the County.
- 9.4 The Subrecipient shall comply with the regulations prohibiting a conflict of interest. The Subrecipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in the Subrecipient's organization or with which the Subrecipient (or one of its directors, officers, owners, trust certificate holders, or relatives) has a substantial interest, unless the Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval, therefore.
- 9.5 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

## 10.0 ASSIGNMENT AND SUBCONTRACTING

- 10.1 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.
- 10.2 In accordance with 2 C.F.R. §200.331, the Subrecipient may make a "Subaward" as a pass-through entity for the purpose of carrying out a portion of the federal award and General Funds. The Subrecipient will make determinations classifying recipients of federal funds as a Subrecipient or a Subcontractor.



- 10.3 The Subcontractor's rate for the job shall not exceed that of the Subrecipient's rate, as bid in the pricing section, unless the Subrecipient is willing to absorb any higher rates, or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Subrecipient, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Subrecipient's invoice.

#### **11.0 AVAILABILITY OF FUNDS**

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

#### **12.0 BUDGET ADJUSTMENTS**

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

#### **13.0 DISPUTES**

- 13.1 Except as may otherwise be provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, which shall not exceed one hundred twenty (120) calendar days. Disputes which are not resolved in that time period, shall be submitted in accordance with the following formal dispute resolution process.
- 13.2 If a dispute cannot be resolved informally, then the Subrecipient shall notify the Department in writing by mailing notice of the dispute to the Assistant Director within ten (10) business days from expiration of the informal dispute resolution process described in Subparagraph 13.1 above.

- 13.3 The Assistant Director shall respond in writing to the Subrecipient within fourteen (14) business days. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) business days after the date the Subrecipient is served with the decision, the Subrecipient files a written notice of appeal with the Human Services Department Director.
- 13.4 The Human Services Department Director shall provide the Subrecipient with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.
- 13.5 Pending a final decision of the Director, the Subrecipient shall diligently proceed with its performance of this Agreement in accordance with the Assistant Director's decision.

#### **14.0 SEVERABILITY**

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

#### **15.0 STRICT COMPLIANCE**

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

#### **16.0 SINGLE AUDIT ACT REQUIREMENTS**

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

#### **17.0 AUDIT DISALLOWANCES**

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

#### **18.0 SUSPENSION OF WORK**

The County may order the Subrecipient, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the County determines appropriate for the convenience of the County. No adjustment shall be made under this

clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Subrecipient. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Agreement.

## **19.0 STOP WORK ORDER**

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

## **20.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE**

- 20.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
- 20.2 This Agreement may be immediately terminated by the County if the Subrecipient defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Subrecipient's ability to perform any of its obligations under this Agreement. The County reserves the right to have service provided by persons other than the Subrecipient if the Subrecipient is unable or fails to provide required services within the specified time frame in the work statement.
- 20.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
- 20.3.1 Non-performance of any obligations required by this Agreement.
  - 20.3.2 Noncompliance with any applicable federal, state, or local laws, rules or regulations, including HUD guidelines, policies, or directives.
  - 20.3.3 Unauthorized expenditure of funds.
  - 20.3.4 Improper disposition of program income.
  - 20.3.5 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB Uniform Guidance 2 C.F.R. § 200.

- 20.3.6 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 20.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Subrecipient shall, without intent to limit or with restrictions, be subject to the following:
- 20.4.1 All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
- 20.4.2 Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
- 20.4.3 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under Agreement or rule.
- 20.4.4 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
- 20.4.5 The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

## **21.0 COMPETITIVE BID REQUIREMENTS**

- 21.1 If the Subrecipient is authorized to purchase supplies and equipment itemized in the Agreement for utilization in the delivery of contract services, Subrecipient shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one (1) year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.
- 21.2 Subrecipient's own bidding procedures shall govern, as long as the procurement practices comport with federal law.
- 21.3 The Subrecipient shall maintain an accessible written procurement manual.

## **22.0 PROPERTY**

- 22.1 Any County property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County, and title to all such property shall revert to the County upon the expiration or termination of this Agreement. The costs to repair such property are the responsibility of the Subrecipient within the limits budgeted in this Agreement.

- 22.2 Any Subrecipient property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the Subrecipient. Repair costs of such property shall be the responsibility of the Subrecipient.
- 22.3 The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

### **23.0 NON-LIABILITY**

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

### **24.0 RECIPROCAL INDEMNIFICATION**

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert witnesses' fees and other litigation costs) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

### **25.0 INSURANCE**

- 25.1 **Insurer Qualifications** - Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Ariz. Rev. Stat. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- 25.2 **No Representation of Coverage Adequacy** - By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Vendor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Vendor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- 25.3 **Additional Insured** - All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and

- employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- 25.4 **Coverage Term** - All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed, and formally accepted by the City, unless specified otherwise in this Agreement.
- 25.5 **Primary Insurance** - Vendor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.
- 25.6 **Claims Made** - In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
- 25.7 **Waiver** - All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Vendor. Vendor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- 25.8 **Policy Deductibles and/or Self-Insured Retentions** - The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Vendor shall be solely responsible for any such deductible or self-insured retention amount.
- 25.9 **Use of Subcontractors** - If any work under this Agreement is subcontracted in any way, Vendor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Vendor. Vendor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- 25.10 **Evidence of Insurance** - Prior to commencing any work or services under this Agreement, Vendor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Vendor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Vendor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this

Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded.

**25.11 Certificates of insurance and declaration page(s) shall specifically include the following provisions:**

25.11.1 The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

25.11.1.1 Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

25.11.1.2 Auto Liability – Under ISO Form CA 20 48 or equivalent.

25.11.1.3 Excess Liability – Follow Form to underlying insurance.

25.11.2 Vendor’s insurance shall be primary insurance with respect to performance of this Agreement.

25.11.3 All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.

25.11.4 ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

**25.12 Required Insurance Coverage.**

25.12.1 **Commercial General Liability.** Vendor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this

- subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- 25.12.2 **Vehicle Liability.** Vendor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Vendor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Vendor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- 25.12.3 **Professional Liability.** If this Agreement is the subject of any professional services or work, or if the Vendor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Vendor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Vendor, or anyone employed by the Vendor, or anyone for whose negligent acts, mistakes, errors and omissions the Vendor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.
- 25.12.4 **Workers’ Compensation Insurance.** Vendor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.
- 25.12.5 **Sexual Molestation and Physical Abuse Coverage.** Vendor shall maintain Sexual Molestation and Physical Abuse Coverage of not less than \$2,000,000 for each occurrence and \$2,000,000 aggregate.
- 25.12.6 **Cancellation and Expiration Notice.** Insurance required herein shall not expire, be canceled, or be materially changed without 30 days’ prior written notice to the City.

## 26.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

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



by Subcontractors at all tiers.

#### **27.0 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.

#### **28.0 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.

#### **29.0 CLEAN AIR ACT**

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

#### **30.0 LOBBYING**

30.1 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.

30.2 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.

#### **31.0 RELIGIOUS ACTIVITIES**

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

#### **32.0 POLITICAL ACTIVITY PROHIBITED**

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

#### **33.0 COVENANT AGAINST CONTINGENT FEES**

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

**34.0 CONFIDENTIAL INFORMATION**

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

**35.0 SAFEGUARDING OF PARTICIPANT INFORMATION**

- 35.1 The Subrecipient shall observe and abide by all applicable State of Arizona and federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contracted services. To the extent permitted by law, the Subrecipient shall release information to the County, Department, Attorney General's Office, or other designated agency as required by the County by the terms of this Agreement or by law.
- 35.2 The Subrecipient shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. §§ 41-161, *et seq.* The Department will advise the Subrecipient as to applicable policies and procedures adopted for such compliance.
- 35.3 The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

**36.0 RIGHTS IN DATA**

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

**37.0 COPYRIGHTS**

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

**38.0 AGREEMENT COMPLIANCE MONITORING/AUDITING**

- 38.1 The County will monitor the Subrecipient's compliance with, and performance under, the terms and conditions of this Agreement and the applicable federal regulations promulgated by HUD. On-site visits for compliance monitoring may be made by the County and its grantor agencies (or both the County and its grantor agencies) at any time during the Subrecipient's normal business hours, announced or unannounced. During an on-site visit, the Subrecipient shall make all of its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.
- 38.2 The County shall request information for fiscal monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200, to include:
- 38.2.1 Financial Management 2 C.F.R. § 200.302
  - 38.2.2 Internal Controls 2 C.F.R. § 200.303
  - 38.2.3 Bonds 2 C.F.R. § 200.304
  - 38.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305
  - 38.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306
  - 38.2.6 Program Income 2 C.F.R. § 200.307
  - 38.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308
  - 38.2.8 Period of Performance 2 C.F.R. § 200.309
  - 38.2.9 Insurance Coverage 2 C.F.R. § 200.310
  - 38.2.10 Record Retention and Access 2 C.F.R. §§ 200.334 – 200.338
  - 38.2.11 Procurement Standards 2 C.F.R. § 200.318
  - 38.2.12 Indirect Costs 2 C.F.R. § 200.414
  - 38.2.13 Compensation-Personal Services 2 C.F.R. § 200.430
  - 38.2.14 Audit Requirements 2 C.F.R. §§ 200.501-200.517

**39.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS**

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

**40.0 MINIMUM WAGE REQUIREMENTS**

The Subrecipient agrees and warrants that it shall pay all its employees engaged in performing work or providing services under the terms of this Agreement not less than the

minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended and as specified by Arizona law.

#### **41.0 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.

#### **42.0 GRIEVANCE PROCEDURE**

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

#### **43.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS**

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

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

which is hereby incorporated into this Agreement as if set forth in full herein. In connection with any service or other activity under this Agreement, Subrecipient shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin.

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

#### **44.0 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.

#### **45.0 EQUAL EMPLOYMENT OPPORTUNITY**

45.1 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.

45.2 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.

- 45.3 The Subrecipient shall and shall cause its Subcontractors to comply with:
- 45.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);
  - 45.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);
  - 45.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);
  - 45.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and
  - 45.3.5 Arizona Executive Order 2009-09, as amended, *et seq.* which mandates that all persons shall have equal access to employment opportunities.

#### **46.0 UNIFORM ADMINISTRATIVE REQUIREMENTS**

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

#### **47.0 FINANCIAL MANAGEMENT**

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

#### **48.0 RETENTION OF RECORDS**

- 48.1 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.
- 48.2 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.

#### **49.0 ADEQUACY OF RECORDS**

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

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

- 50.1 By entering into the Agreement, the Subrecipient warrants compliance with the Federal Immigration and Nationality Act (FINA using E-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Subrecipient shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to Maricopa County upon request. These warranties shall remain in effect through the term of the Agreement. The Subrecipient and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Agreement and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer. I-9 forms are available for download at [USCIS.GOV](https://uscis.gov).
- 50.2 The County retains the legal right to inspect Subrecipient and subcontractor employee documents performing work under this Agreement to verify compliance with paragraph 53.1 of this Section. Subrecipient and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Subrecipient or any of its subcontractors are not in compliance, the County will consider this a material breach of the Subrecipient and may pursue any and all remedies allowed by law, including, but not limited to; suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Subrecipient. All costs necessary to verify compliance are the responsibility of the Subrecipient.

**51.0 DRUG FREE WORKPLACE ACT**

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

**52.0 EMPLOYMENT DISCLAIMER**

- 52.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.
- 52.2 The Parties agree that no individual performing under this Agreement on behalf of the Subrecipient is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The Subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.
- 52.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a Subrecipient agent, employee, or representative and that no rights of the Subrecipient civil service, the Subrecipient retirement, or the

Subrecipient personnel rules shall accrue to or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend and hold harmless the Subrecipient with respect thereto.

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

- 53.1 The Subrecipient, by signing this Agreement, represents that he/she has the authority to bind the Contractor to the terms of this Certification. The Subrecipient, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:
- 53.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency or any state, or local jurisdiction;
  - 53.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; (2) the violation of any federal or State antitrust statutes or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 53.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 54.1.2 above; and
  - 53.1.4 Have not, within a three-year period preceding this Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 53.2 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.

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

- 54.1 The Subrecipient agree that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on the Subrecipient employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;
- 54.2 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
- 54.3 The Subrecipient shall insert the substance of this clause, including this Paragraph 50.0, in all subcontracts over the simplified acquisition threshold (\$250,000 as of June 2021).

**55.0 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.

**56.0 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.

**57.0 FORCE MAJEURE**

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

57.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

57.3 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.

**58.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)**

58.1 The Developer warrants and certifies that it does not currently, and agrees for the duration of the contract that it will not, use:

58.1.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

58.1.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

58.1.3 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.

58.2 If the Developer becomes aware during the term of the Agreement that the Company is not in compliance with this paragraph, the Developer shall notify the County within five business days after becoming aware of the noncompliance. Failure of the Developer to provide a written certification that the Developer 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.



**SECTION 2**  
**SPECIAL PROVISIONS**



**Maricopa County**  
**Human Services Department**

**1.0 STANDARDS**

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

**2.0 COMPLIANCE WITH LAWS, RULES & REGULATIONS**

- 2.1 This Agreement and the Parties to it, are subject to all applicable federal, state, or local laws, rules, and regulations. The Subrecipient shall ensure compliance, and the Subrecipient shall comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement.
- 2.2 The Subrecipient shall comply with requirements of the Housing and Urban Development Equal Access Rule at 24 C.F.R. Part 5, Final Rule 5863, to ensure equal access to housing and services regardless of gender identity.

**3.0 AUDIT REQUIREMENTS**

In accordance with A.R.S. § 9-481, the Subrecipient shall, at its own expense, file with the County by March 31st of each Agreement year, either:

- 3.1 Audited financial statements prepared in accordance with federal single audit requirements; or
- 3.2 Financial statements of the CDBG program prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant; or
- 3.3 A Comprehensive Annual Financial Report, prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

**4.0 PROGRAM INCOME**

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

**5.0 ACCEPTANCE OF FUNDS**

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

**6.0 ADMINISTRATIVE REQUIREMENTS**

- 6.1 Accounting Standards - The Subrecipient agrees to comply and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 6.2 Procurement - All procurement completed under this Agreement shall comply with the requirements at 2 C.F.R. Part 200, Subpart D, Procurement Standards. The Subrecipient may utilize their own procurement system that meets or exceeds the requirements in 2 C.F.R. 200 Subpart D. The Subrecipient shall maintain an accessible policy adopting 2 C.F.R. 200 Subpart D or a written procurement manual.
- 6.3 Repayment of Funds – The Subrecipient agrees to repay funds provided under this Agreement for noncompliance with the terms of this Agreement. Repayment shall be in accordance with the terms of this Agreement or the requirement of applicable laws and regulations, including continuing use compliance. The County may specify in writing, the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or alternative terms be accomplished later than sixty (60) calendar days following the written determination of noncompliance by the County.
- 6.4 Documentation and Record Keeping - The Subrecipient shall comply with the following record keeping requirements:
  - 6.4.1 Records to be maintained - The Subrecipient shall maintain all records required by the federal regulations specified in 24 C.F.R. Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
    - 6.4.1.1 Records providing a full description of each activity undertaken;
    - 6.4.1.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program, including HUD required revisions that may be released after this Agreement has been executed;
    - 6.4.1.3 Records required for determining the eligibility of activities;
    - 6.4.1.4 Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance (Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 C.F.R. Part 570.505, as applicable);
    - 6.4.1.5 Records that demonstrate citizen participation;
    - 6.4.1.6 Records that demonstrate compliance regarding acquisitions, displacement, relocation, and replacement housing;
    - 6.4.1.7 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
    - 6.4.1.8 Financial records as required by 24 C.F.R. Part 570.502, 2 C.F.R. § 200, and OMB Circulars;

- 6.4.1.9 Other records necessary to document compliance with Subpart K of 24 C.F.R. § 570;
- 6.4.1.10 Records documenting compliance with Section 3 of the Housing Development Act of 1968; and
- 6.4.1.11 Records documenting all procurement decisions and processes, including but not limited to quotes, bids, proposals, and bidder lists.
- 6.4.2 System For Award Management  
The Subrecipient must register in System for Award Management (SAM) [www.sam.gov/SAM/](http://www.sam.gov/SAM/) (a database of basic business information for Subrecipients and Contractors), and obtain a Unique Entity Identifier (UEI) number through <http://fedgov.dnb.com/webform>.
  - 6.4.2.1 The Subrecipient must remain current with their registration throughout the term of the Agreement.
  - 6.4.2.2 For additional information on System for Award Management (SAM) and, UEI use this link: <https://www.sam.gov/SAM/pages/public/generalInfo/aboutSAM.jsf>.
- 6.4.3 Public Facilities - Records that demonstrate continuing ownership and eligible use of facility according to CDBG regulations.
- 6.4.4 Outcome Measures – The Subrecipient shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.
- 6.4.5 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.
- 6.4.6 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.
- 6.4.7 Client Data - The Subrecipient shall maintain client data:
  - 6.4.7.1 Demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and
  - 6.4.7.2 Required to meet reporting requirements including client race and ethnicity, and a description of the service(s) provided.
- 6.4.8 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.
- 6.4.9 Audits and Inspections - All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, their designees, or the federal government, at any time during normal business hours, as often as the County deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports must be addressed by the Subrecipient within 45 calendar days after receipt by the Subrecipient. Failure of the

- Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments.
- 6.4.10 The Subrecipient hereby agrees to have an Annual Audit conducted in accordance with Maricopa County Human Services' Admin Manual – Community Development. The Annual Audit requirement is applicable regardless of the amount of funding received by Subrecipients via this Agreement.
- 6.4.11 Continuing Use Requirements - If the activity is a public facility, the Subrecipient shall provide the County, on an annual basis, a Certificate of Use Statement certifying that the facility is being used to meet a national objective and eligible activity.
- 6.5 Performance Monitoring - The County shall monitor the Subrecipient to determine if CDBG -funded activities are implemented and administered in accordance with this Agreement and all applicable federal requirements and gauge performance of the Subrecipient against goals and performance standards required in this Agreement. The Subrecipient will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring. Failure of Subrecipient to administer, implement and perform as determined by federal regulations and County policies shall constitute non-compliance with this Agreement and is subject to the Default and Remedies for Noncompliance provided in this Agreement.
- 6.6 Subcontracts
- 6.6.1 Approvals - The Subrecipient shall not commit to any pre-contract costs or enter into any Subcontract(s) with any agency or individual in the performance of this Agreement without the Notice to Proceed from the County. Execution of construction Subcontracts may not occur until a letter stating the Subrecipient is not on the debarred list is received from the County.
- 6.6.2 UEI Number: All Subcontractors shall have a valid UEI number and an active profile in the federal System for Award Management (SAM).
- 6.6.3 Selection Process - The Subrecipient shall insure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all Subcontracts shall be forwarded to the County along with documentation, if requested, concerning the selection process.
- 6.6.4 Section 3 of the Housing and Urban Development Act of 1968 - The Subrecipient shall include the Section 3 clause in Subcontracts, as required, and shall take appropriate action under the Subcontract upon a finding that the Subcontractor is in violation of regulations issued by HUD/County. The Subrecipient shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 75 Subpart C.
- 6.6.5 Agreement Monitoring - The Subrecipient shall monitor/review all Subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in the Progress Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.
- 6.6.6 Noncompliance by Subcontractor(s) may lead to default of this Agreement and subject the Subrecipient to the Default and Remedies for Noncompliance provisions of this Agreement.

**7.0 POLICY/ADMINISTRATIVE MANUALS USE**

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

**8.0 ENVIRONMENTAL CONDITIONS**

- 8.1 Notwithstanding any provision of this Agreement, the Parties agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 C.F.R. Part §58. The Parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.
- 8.2 The Subrecipient agrees to comply with: The National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 C.F.R. Parts 1500 - 1508, Environmental Review Procedures for Title I of the Community Development Block Grant program pursuant thereto Title 24 C.F.R. Part 58, Subpart A; and with all conditions required in the process of the environmental assessment. An Environmental Review Record (ERR) shall be completed before taking any physical action on a site or entering into Agreements. If federal funds are involved in an activity, then neither federal nor non-federal funds may be expended or committed by Agreement (conditional or not) for activities related to this project including design work, until the County provides written authorization based on approval of an ERR.
- 8.3 Air and Water - The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
- 8.3.1 Clean Air Act, 42 USC § 7401, et seq., as amended.
- 8.3.2 Federal Water Pollution Control Act, as amended, 33 USC § 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.
- 8.3.3 Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.
- 8.3.4 The Subrecipient agrees to comply with conditions set forth by the Air Quality Department or other County agency, as required.
- 8.4 Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. (In the case of housing, the homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.)
- 8.5 Historic Preservation - The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC § 470) and the procedures set forth in 36 C.F.R. Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older, or that are listed or eligible for the National Register of Historic places or

included on any state or local historic property inventory or any archaeological findings.

- 8.6 Notice to Proceed (NTP) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and NTP shall rest with the County. It is the responsibility of the Subrecipient to notify the County, and to refrain from making any commitments and expenditures on a site until a Notice to Proceed has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

## **9.0 TIMELY IMPLEMENTATION**

The Subrecipient agrees that timely implementation of the activity is essential. Subrecipient agrees that implementation of activities including design/development or construction (or both) shall commence not later than 90 calendar days after the execution of this Agreement. If the 90-day commencement date is not met, or whenever a Subrecipient's implementation of an activity lags the contractual activity schedule by 90 calendar days or more, the Subrecipient shall be required to submit to the Assistant Director or their designee a written statement to CDAC describing the reasons for failure to implement the activity within the stipulated time frame. The Subrecipient shall allow the County to provide technical assistance if the project is more than 90 calendar days behind schedule. In addition, the Subrecipient must present a corrective action plan that ensures timely implementation, as provided for in the Administrative Manual. Failure to implement the activity in a timely manner shall be considered ineffective use of funds as well as a material failure to comply with all terms of the award of this Agreement and shall be considered cause for termination of this Agreement.

## **10.0 ACTIVITY COMPLETION**

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

## **11.0 ADDITIONAL CERTIFICATIONS AND WARRANTIES**

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

11.1.1 The Housing and Community Development Act of 1974 (P.L. 93-383) as amended by the Housing and Urban Rural Recovery Act of 1983 (P.L. 98-

- 181), the Housing and Community Development Act of 1987 and the Cranston-Gonzalez National Affordable Housing Act (P.L. 101-625);
- 11.1.2 Regulations of the Department of Housing and Urban Development relating to Community Development Block Grants (Title 24, Chapter V, Part 570 of the Code of Federal Regulations (C.F.R.), commencing at Section 570.1);
- 11.1.3 Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended; Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended; Section 109 of the Title I of the Housing and Community Development Act of 1974 as amended; EXECUTIVE ORDER 11063, as amended; and any HUD regulations heretofore issued or to be issued to implement these authorities related to Civil Rights;
- 11.1.4 The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and regulations in 2 C.F.R. § 200.321 and of Section 281 of the National Housing Affordability Act;
- 11.1.5 Section 504 of the Rehabilitation Act of 1973 as amended and the Americans With Disabilities Act, of 1990;
- 11.1.6 Fair Housing Amendments Act of 1988;
- 11.1.7 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and the Uniform Relocation Act Amendments of 1987 (Title IV, P.L. 100-17, April 2, 1987 and regulations adopted to implement that Act pursuant thereto Title 24, C.F.R. Part 42 as amended;
- 11.1.8 The Architectural Barriers Act of 1969 (42 U.S.C. Section 4151-4157); The Hatch Act relating to the conduct of political activities (Chapter 15 of Title 5, U.S.C.);
- 11.1.9 Section 902 of the Housing and Community Development Amendments of 1978 (P.L. 95-557);
- 11.1.10 Executive Order 11246 and the regulations issued pursuant thereto (41 C.F.R. Chapter 60) relating to nondiscrimination in employment and contracting opportunities;
- 11.1.11 The Labor Standards Regulations set forth in 24 C.F.R., Part 570.603; the Davis-Bacon Act as amended; the provisions of Contract Work Hours and Safety Standards Act; the Copeland "Anti-Kickback" Act (40 U.S.C. § 276a-276a-5; 40 USC § 327 and 40 USC § 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request;
- 11.1.12 Executive Order 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" pursuant to Title VI of the Civil Rights Act; and
- 11.1.13 The Drug-Free Workplace Act of 1988 as it applies to this activity.
- 11.2 The Subrecipient shall warrant and cause its Subcontractors to warrant that they are in compliance with immigration laws and regulations at A.R.S. §§ 41-4401 and 23-214.
- 11.3 Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of
- 11.3.1 2 C.F.R. § 225, "Cost Principles for State, Local and Indian Tribal Governments," and



- 11.3.2 2 C.F.R. § Part 200 including Subpart D – Post Federal Award Requirements, Subpart E – Cost Principles, and Subpart F – Audits. Subrecipients that are non-profits shall comply with the requirements and standards of:
- 11.3.2.1 2 C.F.R. Part 230, "Cost Principles for Nonprofit Organizations," or 2 C.F.R. 220, "Cost Principles for Educational Institutions," as applicable,
  - 11.3.2.2 OMB Circular A-134, "Financial Accounting Principles and Standards," and
  - 11.3.2.3 2 C.F.R. § Part 200 including Subpart D – Post Federal Award Requirements, Subpart E – Cost Principles, and Subpart F – Audits. Audits shall be conducted annually.
- 11.3.3 It is the responsibility of the Subrecipient to ensure the latest documents are consulted and followed.
- 11.3.4 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior agreements, representations, statements and undertakings are hereby expressly cancelled.

**SECTION 3**  
**WORK STATEMENT**



**Maricopa County**  
**Human Services Department**

**1.0 SPECIAL FEDERAL AND PROJECT PROVISIONS**

- 1.1. Program Activity: The Subrecipient agrees to implement the activity fully as described in:
- 1.1.1. This Work Statement in accordance with the terms of the 2020-2025 Five-Year Consolidated Plan,
  - 1.1.2. The 2022-23 Action Plan submitted by the County to HUD for funds to carry out the activity,
  - 1.1.3. The Subrecipient's application for funding, as approved by the Board of Supervisors,
  - 1.1.4. The Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with
  - 1.1.5. Any Cooperation Agreements between the Subrecipient and the County (as applicable).

**2.0 SCOPE OF WORK**

- 2.1 Project Description: The Subrecipient shall complete design, engineering and construction of the wastewater system to open cut repair 2 segments totaling 12 LF, 14 segments of cured in place pipe lining totaling 4,699 LF, and epoxy coat 5 manholes. The project will be located in the Town of Guadalupe.
- 2.2 Project Purpose: Improve the wastewater system by removing potential blockages, and relining or replacing the existing wastewater pipe resulting in improved system reliability, capacity, and longevity.
- 2.3 Project Beneficiaries: The project will benefit 100 homes with approximately 340 residents, and 5 businesses in the Town of Guadalupe.
- 2.4 Project Staff: The Subrecipient shall maintain staff qualified to perform the duties of the project. The Subrecipient shall immediately notify the County regarding any changes in staff committed to the CDBG project. The County reserves the right to review the qualifications of new staff committed to the CDBG project after the execution of this Agreement.
- 2.5 Subcontractors: The Subrecipient shall select Subcontractors in accordance with Administrative Requirement of this Agreement. The Subrecipient shall contract with responsible and qualified Subcontractors to perform the duties of the project. The Subrecipient shall verify the qualifications of each Subcontractor through license verification, references, and SAM.gov.

**3.0 IMPLEMENTATION SCHEDULE**

<b>Activity</b>	<b>Duration</b>	<b>Start</b>	<b>End</b>
Design and Construction Documents	168 days	October 14, 2022	March 31, 2023
Bidding and Contract Approval	29 days	April 1, 2023	April 30, 2023
Construction	152 days	May 1, 2023	September 30, 2023
Closeout	30 days	October 1, 2023	October 31, 2023

**4.0 NOTICES**

For Maricopa County Human Services Department:

Shawn Pierce

Deputy Director

602-506-5006

[shawn.pierce@maricopa.gov](mailto:shawn.pierce@maricopa.gov)

234 N. Central Avenue, 3rd Floor

Phoenix, Arizona 85004

For Town of Guadalupe:

Jeff Kulaga

Town Manager

[jkulaga@guadalupeaz.org](mailto:jkulaga@guadalupeaz.org)

480-372-1528

9241 S. Avenida del Yaqui

Guadalupe, Arizona 85283

Unless otherwise provided below, all notices to a Party required or permitted under this Agreement shall be in writing to the persons at the addresses listed below by: (i) a nationally recognized delivery service (e.g., Federal Express or UPS) with confirmation receipt requested; (ii) United States Post Office certified mail, postage prepared and return receipt requested; and (iii) e-mail with delivery receipt. Unless otherwise indicated in the notice, the notice shall be effective: (i) upon receipt if delivered by a nationally recognized delivery service; (ii) three business days after being placed in the U.S. Mail properly addressed, with sufficient postage, if sent by certified mail; and (iii) on the day of transmission if sent by e-mail transmission on a business day by 5:00 p.m. Mountain Standard Time or the following business day if sent on a business day after 5:00 p.m. Mountain Standard Time or if sent on a non-business day. Business day means Monday through Friday, unless recognized as a federal or State of Arizona holiday.

**SECTION 4**  
**BUDGET AND COMPENSATION**



**Maricopa County**  
**Human Services Department**

**1.0 BUDGET**

1.1	Activity	Budget	Fiscal Year
	<b>Design engineering and construction of wastewater system</b>	<b>\$440,220.00</b>	<b>FY2023</b>
	<b>Construction of wastewater system</b>	<b>\$110,055.00</b>	<b>FY2024</b>
	<b>Total</b>	<b>\$550,275.00</b>	

1.2 The County shall provide an amount not-to-exceed five hundred fifty thousand, two hundred seventy-five dollars (\$550,275.00) subject to the terms of this Agreement and availability of funds. This Agreement price constitutes the County's entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

**2.0 COMPENSATION**

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

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

**3.0 METHOD OF PAYMENT**

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

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

3.1.2 timesheets showing hours worked on eligible activities.

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

3.3 All requests for reimbursement shall be submitted to:

[HSDFINANCE@MARICOPA.GOV](mailto:HSDFINANCE@MARICOPA.GOV).

3.4 Reimbursement by County is not to be construed as final in the event that HUD disallows reimbursement for the activity or any portion thereof. Funds not expended in implementing this CDBG activity or upon completion of the activity shall be returned to the CDBG unprogrammed funds account as provided by the Administrative Manual. Request for reimbursement must be made using the Request for Reimbursement form provided by the County.

**4.0 TIMELINESS**

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

**5.0 DISALLOWED COSTS**

5.1 The cost principles set forth in the Code of Federal Regulations, 48 C.F.R., Chapter 1, Subchapter e, Part 31 including later amendments and editions on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Agreement provisions that provide for the reimbursement of costs.

Those costs that are specifically defined as unallowable in 48 C.F.R., Chapter 1, Subchapter e, Part 31 therein will not be submitted for reimbursement by the Subrecipient and may not be reimbursed with County funds.

- 5.2 The Subrecipient shall follow cost principles as outlined in Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200.

#### **6.0 FINAL REIMBURSEMENT UPON CONTRACT TERMINATION**

- 6.1 Upon termination of this Agreement, at the date identified on page 1 of this Agreement, or as may be amended, the Subrecipient shall submit the final reimbursement request.

6.1.1 This request shall be submitted no later than 30 calendar days after the termination date except as noted immediately below.

6.1.2 If the termination date is between June 10 and June 30, then the final reimbursement request shall be submitted by July 10.

6.1.3 The final progress report, and any other required reports that may be applicable, such as the program income report, shall be submitted with the final reimbursement request.

**SECTION 5**  
**ATTACHMENTS**



**Maricopa County**  
**Human Services Department**



**ATTACHMENT 1**

**Certification for  
a Drug-Free Workplace**

U.S. Department of Housing  
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

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

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

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

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

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

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

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

Name of Authorized Official	Title
Signature	Date
X	

form HUD-50070 (3/96)  
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

**ATTACHMENT 2**

**Certification of Payments  
to Influence Federal Transactions**

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

OMB Approval No. 2577-0157 (Exp. 03/31/2020)

Applicant Name \_\_\_\_\_

Program/Activity Receiving Federal Grant Funding \_\_\_\_\_

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Previous edition is obsolete

form HUD 50071 (01/14)  
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

**ATTACHMENT 3**  
**Specific CDBG Certifications**

The Subrecipient certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 C.F.R. § 91.105.

**Community Development Plan** -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing and expand economic opportunities primarily for persons of low- and moderate-income. (See 24 C.F.R. Parts 91 and 570.)

**Following a Plan** -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Annual Action Plan may also include activities that the Subrecipient certifies are designed to meet other community development needs having an urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. **Overall Benefit.** The aggregate use of CDBG funds including Section 108 (See 24 C.F.R. Part 570, Subpart M) guaranteed loans during program year(s) 2018, 2019, 2020, and 2021 (a period specified by the Subrecipient consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low- and moderate-income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period; and
3. **Special Assessments.** It shall not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction shall not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a

source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination laws** -- The grant shall be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Fair Housing Act (42 U.S.C. §§ 3601-3619), and implementing regulations.

**Lead-Based Paint** -- Its notification, inspection, testing, interim controls, and abatement procedures concerning lead-based paint shall comply with the requirements of 24 C.F.R. §570.608.

**Compliance with Laws** -- It shall comply with applicable laws.

\_\_\_\_\_  
Signature/Authorized Town Official

Valerie Molina  
\_\_\_\_\_  
Printed/Typed Name

Town of Guadalupe  
\_\_\_\_\_  
Subrecipient Name

10/13/2022  
\_\_\_\_\_  
Date

Mayor  
\_\_\_\_\_  
Title

# THE RECORD REPORTER

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Mailing Address : 2025 N THIRD ST #155, PHOENIX, AZ 85004-1425  
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KAY SAVARD  
TOWN OF GUADALUPE  
9241 S AVENIDA DEL YAQUI  
GUADALUPE, AZ 85283

RR# 3627519

## COPY OF NOTICE

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

Reference #

Notice Type: MCHRG NOTICE OF HEARING

Ad Description

RESOLUTION NO. R2022.25

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):

09/23/2022

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	\$4.90
Arizona Sales Tax	\$0.02
Total	\$4.92

TOWN OF GUADALUPE NOTICE OF PUBLIC HEARING COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM The Guadalupe Town Council shall hold public hearing on Thursday, October 13, 2022, at 6:00 p.m. at the Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona, to consider the following: MARICOPA COUNTY COMMUNITY BLOCK GRANT PROGRAM INTERGOVERNMENTAL AGREEMENT (RESOLUTION NO. R2022.25): A public hearing is required for specific Housing and Urban Development Community Block Grant Projects. Adoption of Resolution No. R2022.25 would authorize the submittal of a fiscal year 2022-23 Community Block Grant Program (CDBG) application to Maricopa County for a wastewater system rehabilitation project which consists of the open cut repair of 2 segments totaling 12 linear feet, 14 segments of cured in place pipe lining totaling 4,699 linear feet, epoxy coat 5 manholes; and, engineering design/construction document preparation, construction bid process oversight, construction management, quality control and inspection services. The requested grant funding amount totals \$550,275. Project Expenditure, CDBG Fund Request: Pipe Rehabilitation, \$410,175; Manhole Structure Rehabilitation, \$ 60,000; Engineer Design, \$ 47,100; Construction Administration, \$ 33,000; Project Total, \$550,275; Locations of pipe segment rehabilitation needs, as illustrated in the application, are as follows: • Avenida del Yaqui and Baseline Rd intersection • Calle Balla Vista, south of Calle Cerritos • Calle Mesquite, east of Calle Batoua • Calle Tomi, south of Calle Sanora • Calle Magdelana, west of Calle Vaou Nawi • Calle Tomi, south of Calle Iglesia • Calle Iglesia, west of Calle Tomi • Calle Iglesia, east of Calle Vaou Nawi • Calle Tomi, east of Guadalupe Rd • Calle Tomi, north of Calle Fortunato Serrano • Calle Fortunato Serrano, west of Calle Tomi • Calle Vaou Nawi, south of Jimenez Circle • Calle Vaou Nawi, 9400 South Block Publish: Friday, September 23, 2022 9/23/22

RR-3627519#

Your Legal Publishing



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



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

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

### GENERAL INFORMATION:

Project name: Property is in C-1 Zone asking to become a C-2  
 Existing use of property: Auto repair, Paint shop and Auto Mechanic  
 Proposed use of property: Auto Mechanic, Auto painting and Auto work  
 Existing zoning: C-1 Requested zoning (if applicable): C-2 or C-M

### PROPERTY INFORMATION:

Address: 9018 South Avenida Del Yaqui  
 Legal Description\*: Section 5 Township 15 Range 4E  
 Maricopa County Assessor's Parcel Number (APN)\*: 301-12-108B  
 Subdivision Name & Lot # (if applicable/available) TH PT SE4 LY E of Gastello Sub Ex 2.23 AC ML  
 \*Available at: <https://mcassessor.maricopa.gov/>

### APPLICANT INFORMATION:

Name: RAMON GUZMAN  
 Mailing Address: 44475 West Polo Nuez St Maricopa, Az 85138  
 Contact phone #: 602-677-4472 Email: ceo@guzmanfence.com ✓  
 Status (owner, agent, lessee, etc): Owner

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

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

**TYPE OF REQUEST:**

\_\_\_\_\_ CONDITIONAL USE PERMIT

\_\_\_\_\_ VARIANCE FOR (CHECK ALL THAT APPLY):

\_\_\_\_\_ Lot width

\_\_\_\_\_ Lot depth

\_\_\_\_\_ Building height

\_\_\_\_\_ Front setback

\_\_\_\_\_ Rear setback

\_\_\_\_\_ Sideyard setback

\_\_\_\_\_ ZONING CHANGE – AMENDMENT TO THE ZONING MAP FOR:

\_\_\_\_\_ Single-family Residential

\_\_\_\_\_ Multi-family Residential, Commercial, or Industrial Districts

\_\_\_\_\_ Planned Area Development

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

Name: BARRY GUEMAN

Mailing Address: P.O. Box 11776 Tempe, Az 85284

Phone #: 602-677-4472

Email: CEO@SuzanneForce.com

**PROPERTY OWNER AUTHORIZATION:**

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

BARRY GUEMAN

(Signature)

7-20-22

(Date)

Notary (Rezoning Applications Only)

The State of \_\_\_\_\_ County of \_\_\_\_\_  
Subscribed, sworn to and acknowledged before me by \_\_\_\_\_, the principal,  
and subscribed and sworn to me by \_\_\_\_\_, the witness, this \_\_\_\_\_ day of  
\_\_\_\_\_ (month), \_\_\_\_\_ (year).

(signed) \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

**LETTER OF EXPLANATION:**

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

FF AUTO RETAIL SPECIALIZES IN SMALL ~~REPAIR~~ AUTOMOTIVE REPAIRS, SUCH AS SMALL/SIMPLE BODY DAMAGE (FENDERS, BUMPERS, HOODS, ETC) ALONG WITH MECHANICAL REPAIRS THAT INCLUDE BUT NOT LIMITED TO: OIL CHANGES, WINDSHIELD REPAIRS, A/C REPAIRS, AND AUTO DETAIL.

**FEE SCHEDULE:**

Type of Application	Fee	Calculate Fees
Appeals of administrative decisions	\$25	
Site plan review application	\$50	\$50.00
<b>Amendments to the Zoning Map for:</b>		
Continued items, continued at the request of the applicant after the property has been posted and public hearing notices are mailed	\$25	
Multi-family residential, commercial and industrial districts	\$400	
Planned area development	\$400	
Single-family residential	\$100	
Site plan review application	\$50 + \$25/acre for each acre over one	
<b>Conditional Use Permits</b>		
Manufactured homes	\$50	
All other	\$50	
<b>Variances</b>		
Single-family residential	\$50	
All other	\$50	
<b>TOTAL</b>		

**APPLICANT SIGNATURE:**

Brian Nguyen  
(Signature)

7-20-22  
(Date)



**STAFF USE ONLY**

**Town of Guadalupe Review Process**

Case# \_\_\_\_\_

Zoning District: \_\_\_\_\_

Date of Application: \_\_\_\_\_

Fee: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Date Application Deemed Acceptable by Staff: \_\_\_\_\_

Date of Legal Advertisement: \_\_\_\_\_

Date(s) of Public Hearing(s): \_\_\_\_\_

Council Decision: \_\_\_\_\_



# Map



28



# 9018 S. Avenida Del Yaqui Rezoning & Conditional Use Permit Requests



**9018 S. Avenida Del Yaqui**

**Zoning: C-2**

**Lot Size: 18,074 sq. ft.**



# 9018 S. Avenida Del Yaqui Rezoning & Conditional Use Permit Requests



North



**150' Notification Area**



# 9018 S. Avenida Del Yaqui – Rezoning Request



North



9018 S. Avenida Del Yaqui

Zoning: C-2

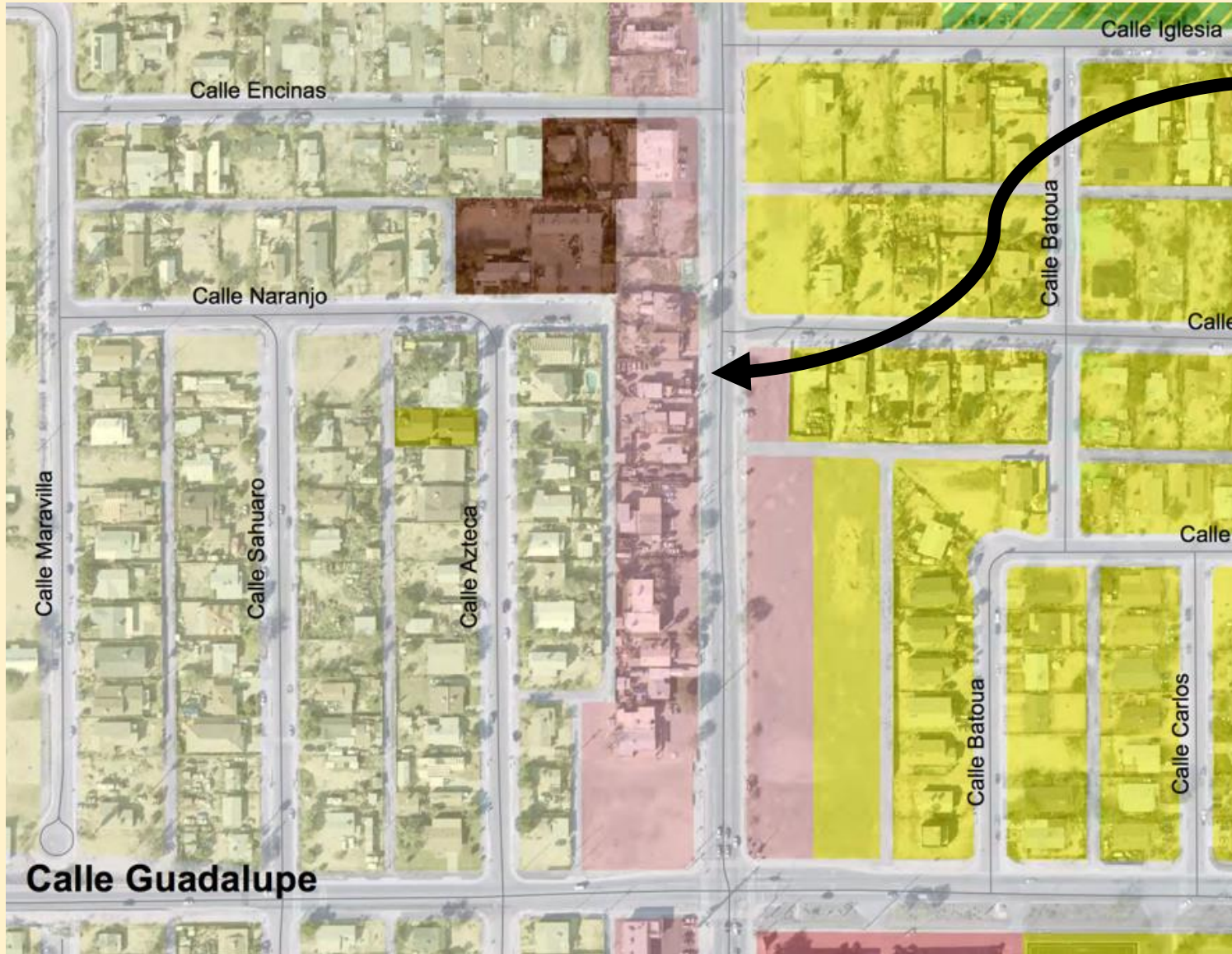
Lot Size: 18,074 sq. ft.

**Current Zoning:  
C-1**

**Requested Zoning:  
C-2**



# 9018 S. Avenida Del Yaqui – Rezoning Request



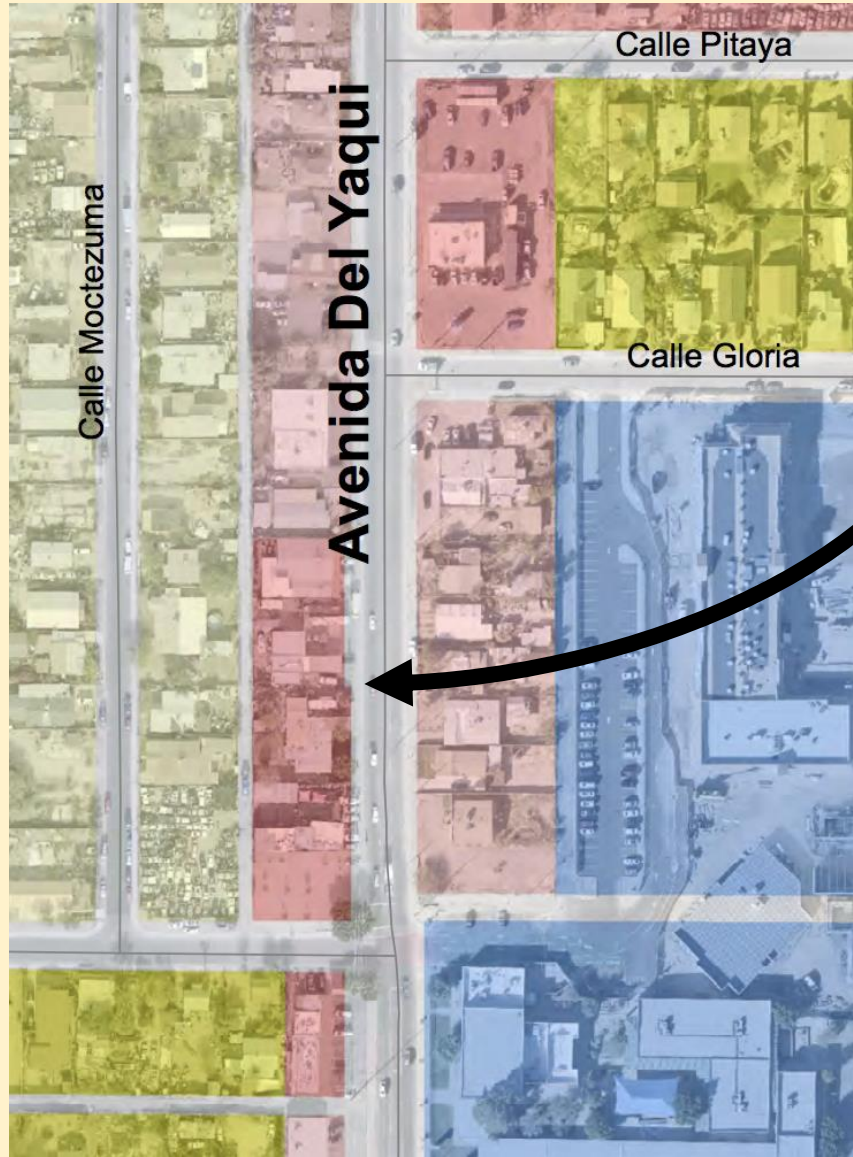
9018 S. Avenida Del Yaqui

### Existing Zoning:

Zoning	
	C-1: Commercial
	C-2: Commercial
	C-MIX: Commercial
	OS: Open Space
	PF: Public Facility
	R1-6: Single Family Residential
	R1-9 Single Family Residential
	R-2 Single Family Residential
	R-3 Multi Family Residential
	R-3 and 4 Multi Family Residential













# 9018 S. Avenida Del Yaqui – Rezoning Request



Existing C-2 along  
Avenida Del Yaqui  
Backing up to R1-6

## Zoning

-  C-1: Commercial
-  C-2: Commercial
-  C-MIX: Commercial
-  OS: Open Space
-  PF: Public Facility
-  R1-6: Single Family Residential
-  R1-9 Single Family Residential
-  R-2 Single Family Residential
-  R-3 Multi Family Residential
-  R-3 and 4 Multi Family Residential

Town Council Meeting  
October 13, 2022



# 9018 S. Avenida Del Yaqui – Rezoning Request



North



**9018 S. Avenida Del Yaqui**

**Zoning: C-2**

**Lot Size: 18,074 sq. ft.**

**Current Zoning:  
C-1**

**Requested Zoning:  
C-2**

### Analysis:

Intensification from C-1 to C-2 Commercial uses along this block of the S. Avenida Del Yaqui commercial arterial may be compatible with the surrounding area. Use and screening protections limit negative impacts to adjacent residential properties.





# 9018 S. Avenida Del Yaqui – Conditional Use Permit Request



North



**9018 S. Avenida Del Yaqui**

**Zoning: C-2**

**Lot Size: 18,074 sq. ft.**

**Seeking Conditional Use Permit for major automotive repair and painting**



## 9018 S. Avenida Del Yaqui – Conditional Use Permit Request

### § 154.067 COMMERCIAL DISTRICTS; C-1 NEIGHBORHOOD COMMERCIAL, C-2 GENERAL COMMERCIAL and C-M MIXED-USE COMMERCIAL

(A) *Intent.* The C-2 District is intended to provide space for general retail and office uses, and efficient development of major retail shopping areas to serve the needs of the community and regional area.

(B) *General regulations.* Overhead doors and loading and service bays shall be screened from public view; Any use which is objectionable by reason of emission of odor, dust, smoke, gas, vibration, or noise, or may impose hazard to health or property, shall be prohibited.

(E) *Conditional Uses.*

(3) The following uses in enclosed buildings shall be permitted as conditional uses in the C-2 and C-M Districts:

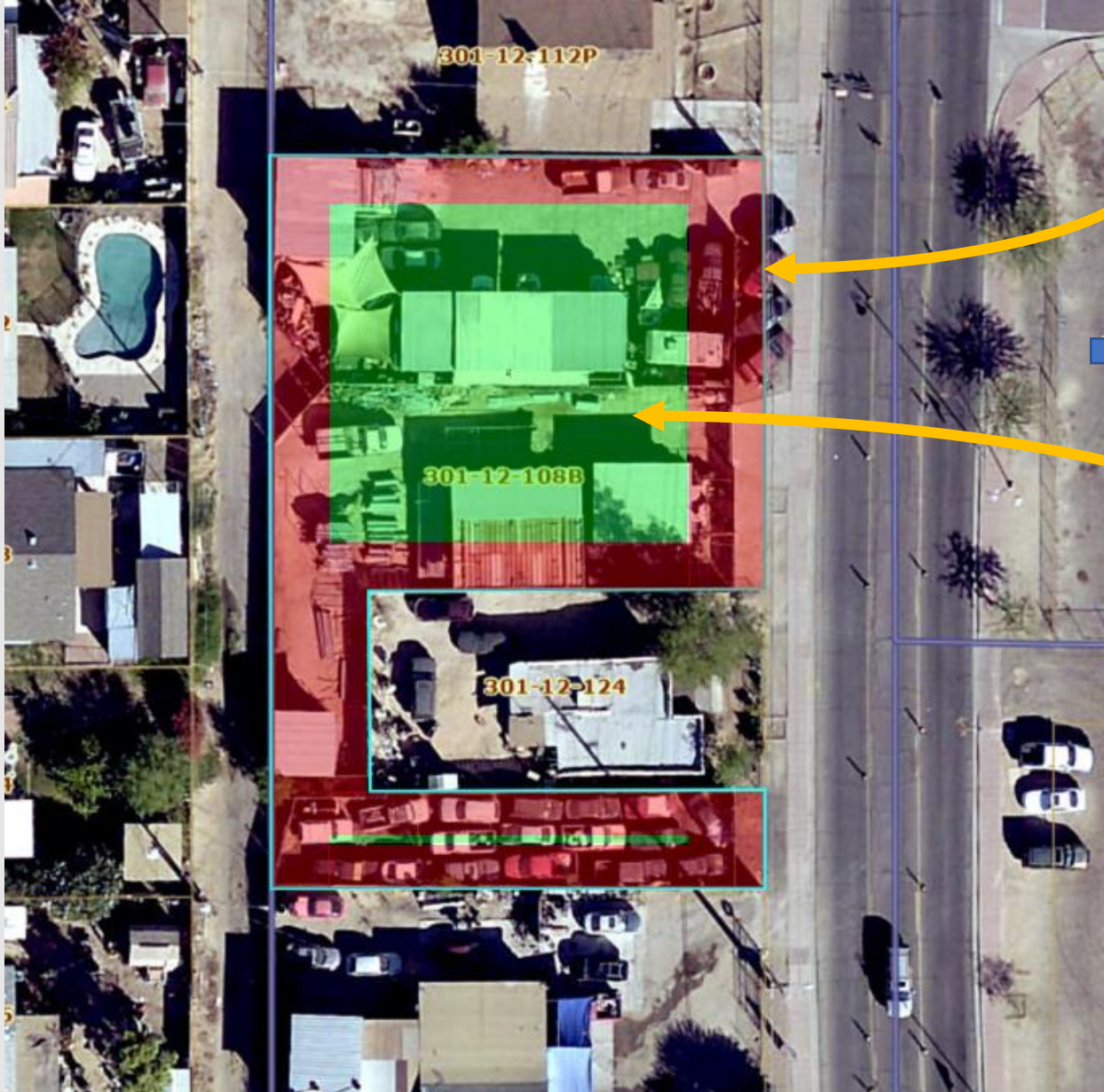
(e) ***Major automotive repair, painting, upholstery, and body and fender work***



# 9018 S. Avenida Del Yaqui – Conditional Use Permit Request



North



Setbacks

Zoning District	Minimum Yard Setbacks				Max-Height
	Front	Side	Street Side	Rear	
C-1	25'	12'	15'	15'	30'
C-2	20'	12'	15'	15'	30'
C-Mix	30'	20'	30'	30'	40'

Building footprint



# 9018 S. Avenida Del Yaqui – Conditional Use Permit Request



North



**9018 S. Avenida Del Yaqui**

**Zoning: C-2**

**Lot Size: 18,074 sq. ft.**

**Seeking Conditional Use Permit for major automotive repair and painting**

**Include 4 stipulations with conditional use permit:**



# 9018 S. Avenida Del Yaqui – Conditional Use Permit Request



North



Violation of these Use Permit Stipulations may result in revocation of the Use Permit for major automotive repair and painting:

1. Per Code §154.067. B.3, Maintain screening from public street view and adjacent properties by opaque fences or walls, six feet in height.

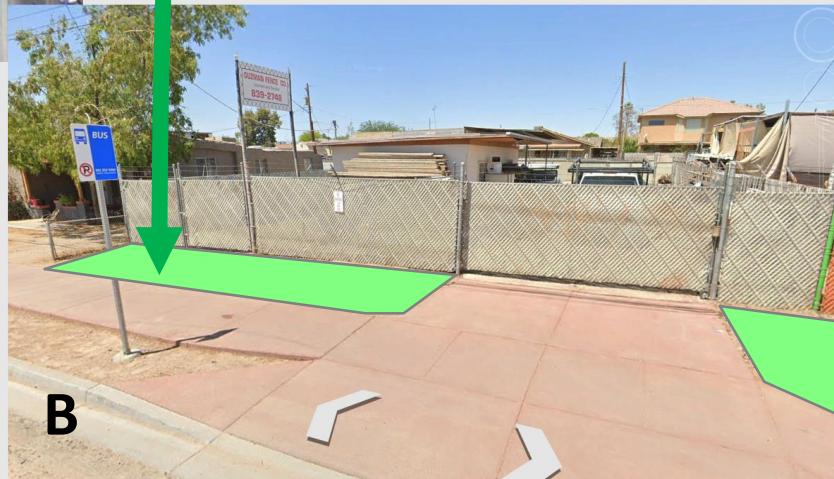
2. Per Code §154.067. B.4, Yards required adjacent to public streets shall be entirely landscaped except for necessary driveways and walkways.

3. Per Code §154.067. B.7, major automotive repair and painting activity shall not become objectionable by reason of emission of odor, dust, smoke, gas, vibration, or noise.

4. Hours of major automotive repair and painting activity are allowed only between 8am – 7pm.



A



B

# THE RECORD REPORTER

-SINCE 1914-

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

KAY SAVARD  
TOWN OF GUADALUPE  
9241 S AVENIDA DEL YAQUI  
GUADALUPE, AZ 85283

RR# 3625874

## COPY OF NOTICE

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

Reference #

Notice Type: MCHRG NOTICE OF HEARING

Ad Description

REZONING AND CONDITIONAL USE PERMIT APPLICATIONS 10/13/2022

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):

09/19/2022

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

Publication	\$3.80
Arizona Sales Tax	\$0.02
Total	\$3.82

NOTICE OF PUBLIC HEARINGS REZONING AND CONDITIONAL USE PERMIT APPLICATIONS The Guadalupe Town Council shall hold public hearings on Thursday, October 13, 2022, at 6:00 p.m. at the Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona, to consider the following rezoning and conditional use permit requests: 1. Rezoning Application (RZ 2022-05) - 9018 South Avenida del Yaqui: The Applicant is requesting to rezone property that is currently zoned C-1 Neighborhood Commercial to C-2 General Commercial so that the current use of the property would comply with allowable uses, per the Guadalupe Town Code, Section 154.067(C)(3 & 4) for the C-2 zoning designation. The existing use of the property is for auto repair, paint shop, and auto mechanic work. The proposed use of the property is auto mechanic work and auto painting. Maricopa County Assessor parcel #301-12-108B. Ramon Guzman, Applicant. 2. Conditional Use Permit Application (CU2022-03) - 9018 South Avenida del Yaqui: The Applicant is seeking a Conditional Use Permit to conduct auto mechanic work and auto painting, pending a request to rezone the property to C-2 General Commercial. The lot is currently zoned C-1 Neighborhood Commercial. Maricopa County Assessor parcel #301-12-108B. Ramon Guzman, Applicant. Written comments or objections may be filed at Town Hall prior to, or at the hearing. Copies of the Application and subdivision plat are available for review at Guadalupe Town Hall. Publish: Monday, September 19, 2022 9/19/22

RR-3625874#

Your Legal Publishing





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

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

### GENERAL INFORMATION:

Project name: Property is in C-1 zone asking to become a C-2  
 Existing use of property: Auto repair, Paint shop and Auto Mechanic  
 Proposed use of property: Auto Mechanic, Auto painting and Auto work  
 Existing zoning: C-1 Requested zoning (if applicable): C-2 or C-M

### PROPERTY INFORMATION:

Address: 9018 South Avenida Del Yaqui  
 Legal Description\*: Section 5 Township 15 Range 4E  
 Maricopa County Assessor's Parcel Number (APN)\*: 301-12-108B  
 Subdivision Name & Lot # (if applicable/available) TH PT SE4 LY E of Gastello Sub Ex 2.23 AC ML  
 \*Available at: <https://mcassessor.maricopa.gov/>

### APPLICANT INFORMATION:

Name: Ramon Guzman  
 Mailing Address: 44475 West Polo Nuez St Maricopa, Az 85138  
 Contact phone #: 602-677-4472 Email: ceo@guzmanfence.com ✓  
 Status (owner, agent, lessee, etc): Owner

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

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

**TYPE OF REQUEST:**

\_\_\_\_\_ CONDITIONAL USE PERMIT

\_\_\_\_\_ VARIANCE FOR (CHECK ALL THAT APPLY):

\_\_\_\_\_ Lot width

\_\_\_\_\_ Lot depth

\_\_\_\_\_ Building height

\_\_\_\_\_ Front setback

\_\_\_\_\_ Rear setback

\_\_\_\_\_ Sideyard setback

\_\_\_\_\_ ZONING CHANGE – AMENDMENT TO THE ZONING MAP FOR:

\_\_\_\_\_ Single-family Residential

\_\_\_\_\_ Multi-family Residential, Commercial, or Industrial Districts

\_\_\_\_\_ Planned Area Development

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

Name: BARRY GUEMAN

Mailing Address: P.O. Box 11776 Tempe, Az 85284

Phone #: 602-677-4472

Email: CEO@SuzanneForce.com

**PROPERTY OWNER AUTHORIZATION:**

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

BARRY GUEMAN

(Signature)

7-20-22

(Date)

Notary (Rezoning Applications Only)

The State of \_\_\_\_\_ County of \_\_\_\_\_  
Subscribed, sworn to and acknowledged before me by \_\_\_\_\_, the principal,  
and subscribed and sworn to me by \_\_\_\_\_, the witness, this \_\_\_\_\_ day of  
\_\_\_\_\_ (month), \_\_\_\_\_ (year).

(signed) \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)



**LETTER OF EXPLANATION:**

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

FF AUTO RETAIL SPECIALIZES IN SMALL ~~REPAIR~~ AUTOMOTIVE REPAIRS, SUCH AS SMALL/SIMPLE BODY DAMAGE (FENDERS, BUMPERS, HOODS, ETC) ALONG WITH MECHANICAL REPAIRS THAT INCLUDE BUT NOT LIMITED TO: OIL CHANGES, WINDSHIELD REPAIRS, A/C REPAIRS, AND AUTO DETAIL.

**FEE SCHEDULE:**

Type of Application	Fee	Calculate Fees
Appeals of administrative decisions	\$25	
Site plan review application	\$50	\$50.00
<b>Amendments to the Zoning Map for:</b>		
Continued items, continued at the request of the applicant after the property has been posted and public hearing notices are mailed	\$25	
Multi-family residential, commercial and industrial districts	\$400	
Planned area development	\$400	
Single-family residential	\$100	
Site plan review application	\$50 + \$25/acre for each acre over one	
<b>Conditional Use Permits</b>		
Manufactured homes	\$50	
All other	\$50	
<b>Variances</b>		
Single-family residential	\$50	
All other	\$50	
<b>TOTAL</b>		

**APPLICANT SIGNATURE:**

Brian Nguyen  
(Signature)

7-20-22  
(Date)

**STAFF USE ONLY**

**Town of Guadalupe Review Process**

Case# \_\_\_\_\_

Zoning District: \_\_\_\_\_

Date of Application: \_\_\_\_\_

Fee: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Date Application Deemed Acceptable by Staff: \_\_\_\_\_

Date of Legal Advertisement: \_\_\_\_\_

Date(s) of Public Hearing(s): \_\_\_\_\_

Council Decision: \_\_\_\_\_



# Map





# 9018 S. Avenida Del Yaqui Rezoning & Conditional Use Permit Requests



**9018 S. Avenida Del Yaqui**

**Zoning: C-2**

**Lot Size: 18,074 sq. ft.**



# 9018 S. Avenida Del Yaqui – Rezoning Request



**9018 S. Avenida Del Yaqui**

**Zoning: C-2**

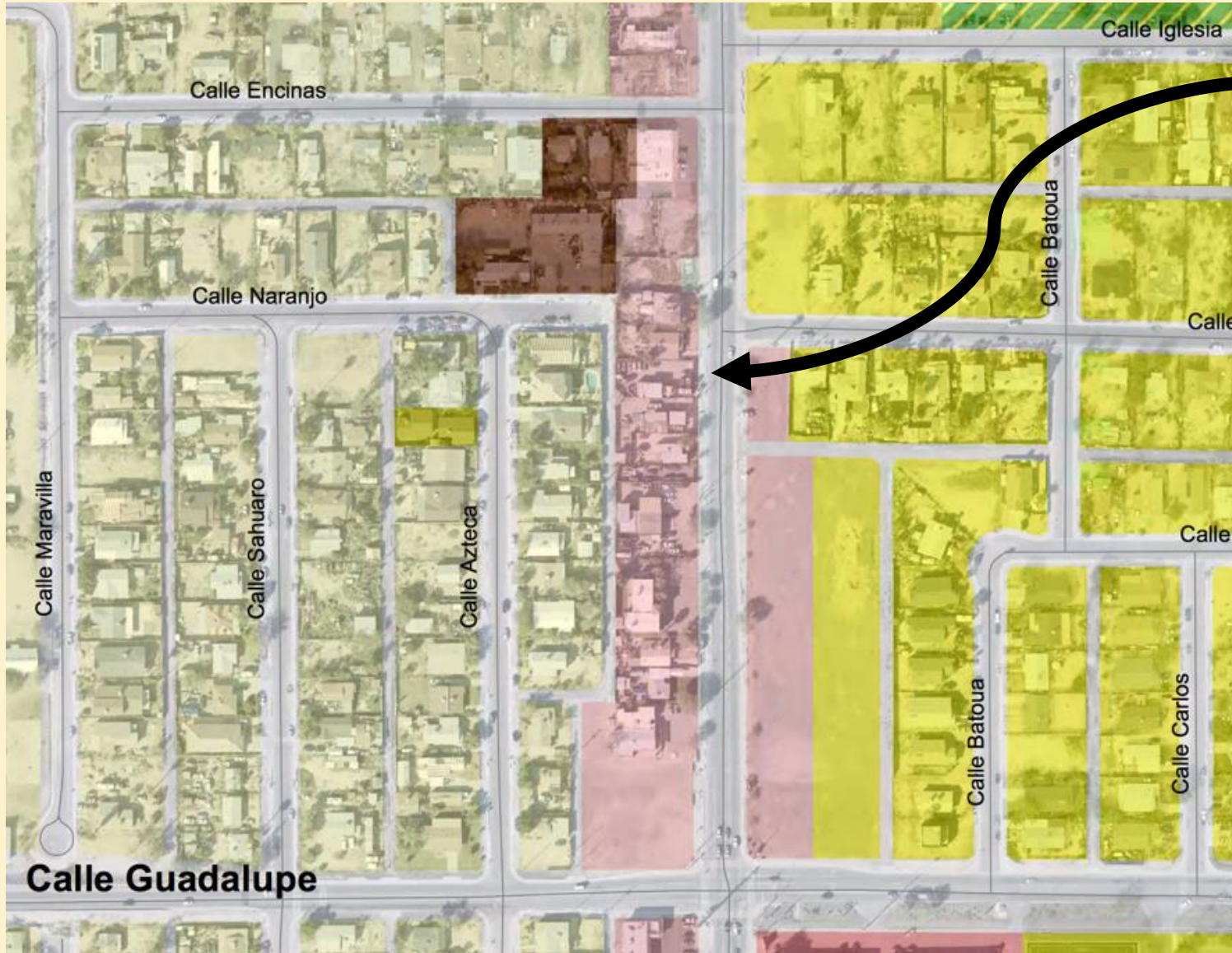
**Lot Size: 18,074 sq. ft.**

**Current Zoning:  
C-1**

**Requested Zoning:  
C-2**



# 9018 S. Avenida Del Yaqui – Rezoning Request



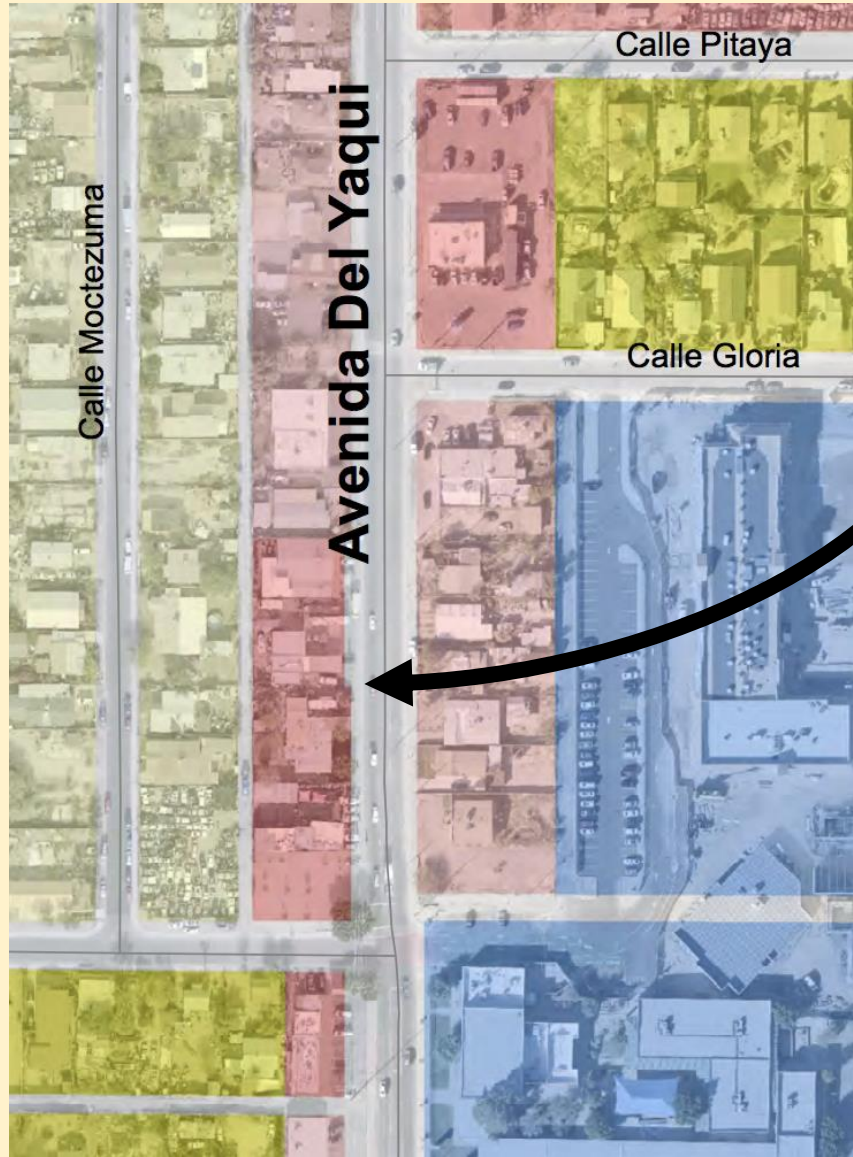
9018 S. Avenida Del Yaqui

### Existing Zoning:

Zoning	
	C-1: Commercial
	C-2: Commercial
	C-MIX: Commercial
	OS: Open Space
	PF: Public Facility
	R1-6: Single Family Residential
	R1-9 Single Family Residential
	R-2 Single Family Residential
	R-3 Multi Family Residential
	R-3 and 4 Multi Family Residential



# 9018 S. Avenida Del Yaqui – Rezoning Request



Existing C-2 along  
Avenida Del Yaqui  
Backing up to R1-6

### Zoning

- C-1: Commercial
- C-2: Commercial
- C-MIX: Commercial
- OS: Open Space
- PF: Public Facility
- R1-6: Single Family Residential
- R1-9 Single Family Residential
- R-2 Single Family Residential
- R-3 Multi Family Residential
- R-3 and 4 Multi Family Residential



# 9018 S. Avenida Del Yaqui – Rezoning Request



North



**9018 S. Avenida Del Yaqui**

**Zoning: C-2**

**Lot Size: 18,074 sq. ft.**

**Current Zoning:  
C-1**

**Requested Zoning:  
C-2**

**Recommendation: Approve the rezoning C-2 request.**

**Intensification from C-1 to C-2 Commercial uses along this block of the S. Avenida Del Yaqui commercial arterial may be compatible with the surrounding area. Use and screening protections limit negative impacts to adjacent residential properties.**



# 9018 S. Avenida Del Yaqui – Conditional Use Permit Request



North



**9018 S. Avenida Del Yaqui**

**Zoning: C-2**

**Lot Size: 18,074 sq. ft.**

**Seeking Conditional Use Permit for major automotive repair and painting**



## 9018 S. Avenida Del Yaqui – Conditional Use Permit Request

### § 154.067 COMMERCIAL DISTRICTS; C-1 NEIGHBORHOOD COMMERCIAL, C-2 GENERAL COMMERCIAL and C-M MIXED-USE COMMERCIAL

(A) *Intent.* The C-2 District is intended to provide space for general retail and office uses, and efficient development of major retail shopping areas to serve the needs of the community and regional area.

(B) *General regulations.* Overhead doors and loading and service bays shall be screened from public view; Any use which is objectionable by reason of emission of odor, dust, smoke, gas, vibration, or noise, or may impose hazard to health or property, shall be prohibited.

(E) *Conditional Uses.*

(3) The following uses in enclosed buildings shall be permitted as conditional uses in the C-2 and C-M Districts:

(e) ***Major automotive repair, painting, upholstery, and body and fender work***



# 9018 S. Avenida Del Yaqui – Conditional Use Permit Request



North



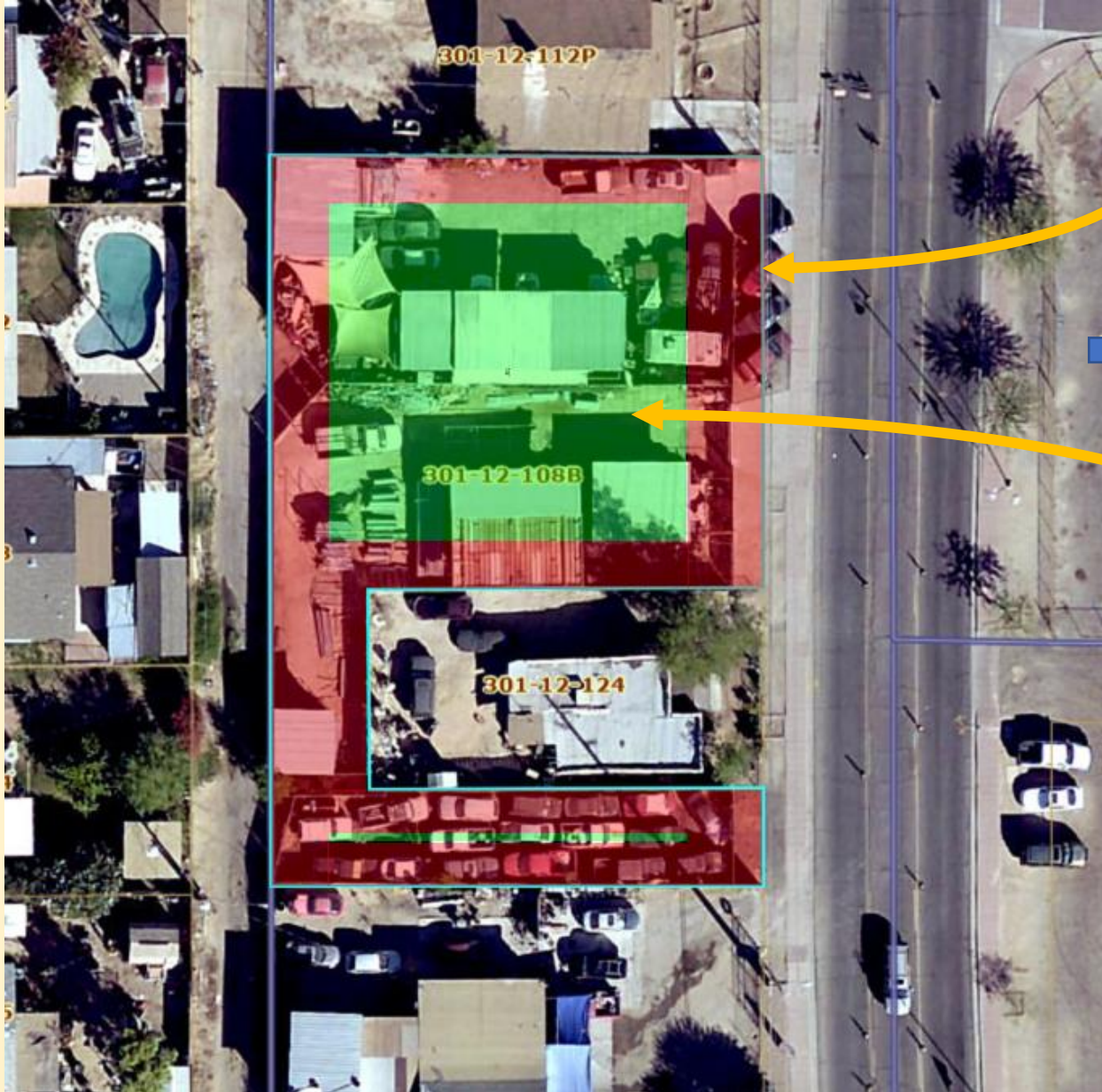
**150' Notification Area**



# 9018 S. Avenida Del Yaqui – Conditional Use Permit Request



North



Setbacks

Zoning District	Minimum Yard Setbacks				Max-Height
	Front	Side	Street Side	Rear	
C-1	25'	12'	15'	15'	30'
C-2	20'	12'	15'	15'	30'
C-Mix	30'	20'	30'	30'	40'

Building footprint



# 9018 S. Avenida Del Yaqui – Conditional Use Permit Request



North



9018 S. Avenida Del Yaqui

Zoning: C-2

Lot Size: 18,074 sq. ft.

Seeking Conditional Use Permit for major automotive repair and painting

**Recommendation:**  
**Approve conditional use permit contingent upon 4 stipulations:**



# 9018 S. Avenida Del Yaqui – Conditional Use Permit Request



North



Violation of these Use Permit Stipulations may result in revocation of the Use Permit for major automotive repair and painting:

1. Per Code §154.067. B.3, Maintain screening from public street view and adjacent properties by opaque fences or walls, six feet in height.

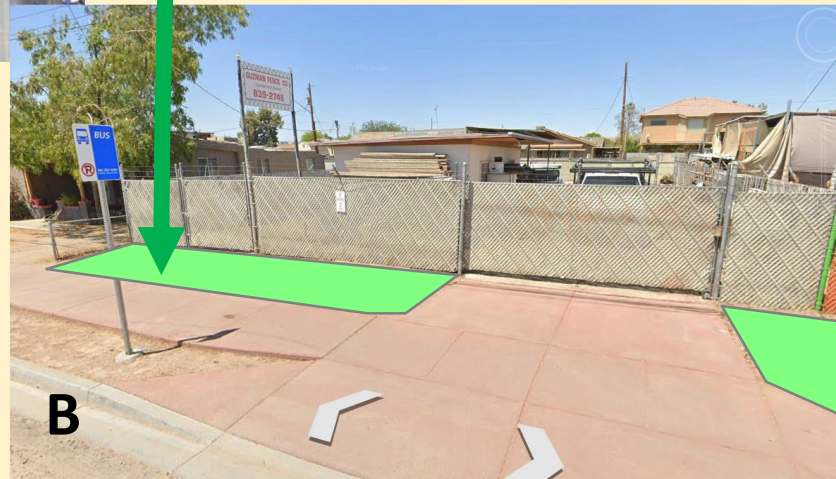
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4. Hours of major automotive repair and painting activity are allowed only between 8am – 7pm.



A



B

# THE RECORD REPORTER

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

KAY SAVARD  
TOWN OF GUADALUPE  
9241 S AVENIDA DEL YAQUI  
GUADALUPE, AZ 85283

RR# 3625874

## COPY OF NOTICE

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

Reference #

Notice Type: MCHRG NOTICE OF HEARING

Ad Description

REZONING AND CONDITIONAL USE PERMIT APPLICATIONS 10/13/2022

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):

09/19/2022

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Publication	\$3.80
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Total	\$3.82

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RR-3625874#

Your Legal Publishing





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

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

**GENERAL INFORMATION:**

Project name: Town-owned property rezoning request

Existing use of property: Town Hall, retail, restaurant, Public Library, sports field complex, community and youth services, special event venue, shared parking, community college

Proposed use of property: Same as above

Existing zoning: R1-9 Residential Requested zoning (if applicable): C2 – General Commercial

**PROPERTY INFORMATION:**

Address: 9241 S Avenida del Yaqui, 9201 S Avenida del Yaqui, 9225 S Avenida del Yaqui, and 9233 S Avenida del Yaqui

Legal Description\*: Section 9 Township 1S Range 4E

Maricopa County Assessor's Parcel Number (APN)\*: 301-44-022N

Subdivision Name & Lot # (if applicable/available) N/A

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

**APPLICANT INFORMATION:**

Name: Town of Guadalupe

Mailing Address: 9241 S Avenida del Yaqui, Guadalupe, AZ 85283

Contact phone #: (480) 505-5376 Email: jkulaga@guadalupeaz.org

Status (owner, agent, lessee, etc): Jeff Kulaga, Town Manager / Clerk

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

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



**TYPE OF REQUEST:**

CONDITIONAL USE PERMIT

VARIANCE FOR (CHECK ALL THAT APPLY):

Lot width

Lot depth

Building height

Front setback

Rear setback

Sideyard setback.

ZONING CHANGE – AMENDMENT TO THE ZONING MAP FOR:

Single-family Residential

Multi-family Residential, Commercial, or Industrial Districts

Planned Area Development

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

Name: N/A

Mailing Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

**PROPERTY OWNER AUTHORIZATION:**

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

\_\_\_\_\_  
(Signature) (Date)

Notary (Rezoning Applications Only)

The State of \_\_\_\_\_ County of \_\_\_\_\_  
Subscribed, sworn to and acknowledged before me by \_\_\_\_\_, the principal,  
and subscribed and sworn to me by \_\_\_\_\_, the witness, this \_\_\_\_\_ day of  
\_\_\_\_\_ (month), \_\_\_\_\_ (year).

(signed) \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

**LETTER OF EXPLANATION:**

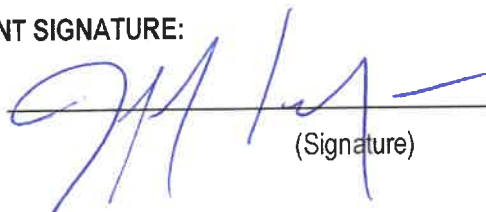
Briefly describe the nature and intent of the proposed development and reasons justifying the request. Include references to effects on surrounding neighborhoods and the town at large.

This request is to rezone one Town-owned parcel of land (APN 301-44-022N) that is currently zoned R1-9 Residential, to C2 - General Commercial. Four addresses are located on this parcel and are included in this request: 9241 S. Avenida del Yaqui, 9201 S. Avenida del Yaqui, 9225 S. Avenida del Yaqui, and 9233 S. Avenida del Yaqui. Current uses at these four addresses include Town Hall, restaurant, church, youth and social services, public library, community college, special event venue, shared parking, and a sports field complex. The zoning designation of C2 more closely aligns with the current uses occurring at these business addresses.

**FEE SCHEDULE:**

Type of Application	Fee	Calculate Fees
Appeals of administrative decisions	\$25	
Site plan review application	\$50	\$ 50.00
<b>Amendments to the Zoning Map for:</b>		
Continued items, continued at the request of the applicant after the property has been posted and public hearing notices are mailed	\$25	
Multi-family residential, commercial and industrial districts	\$400	\$ 400.00
Planned area development	\$400	
Single-family residential	\$100	
Site plan review application	\$50 + \$25/acre for each acre over one	
<b>Conditional Use Permits</b>		
Manufactured homes	\$50	
All other	\$50	
<b>Variances</b>		
Single-family residential	\$50	
All other	\$50	
<b>TOTAL</b>		<b>\$ 450.00</b>

**APPLICANT SIGNATURE:**

  
 \_\_\_\_\_  
 (Signature)

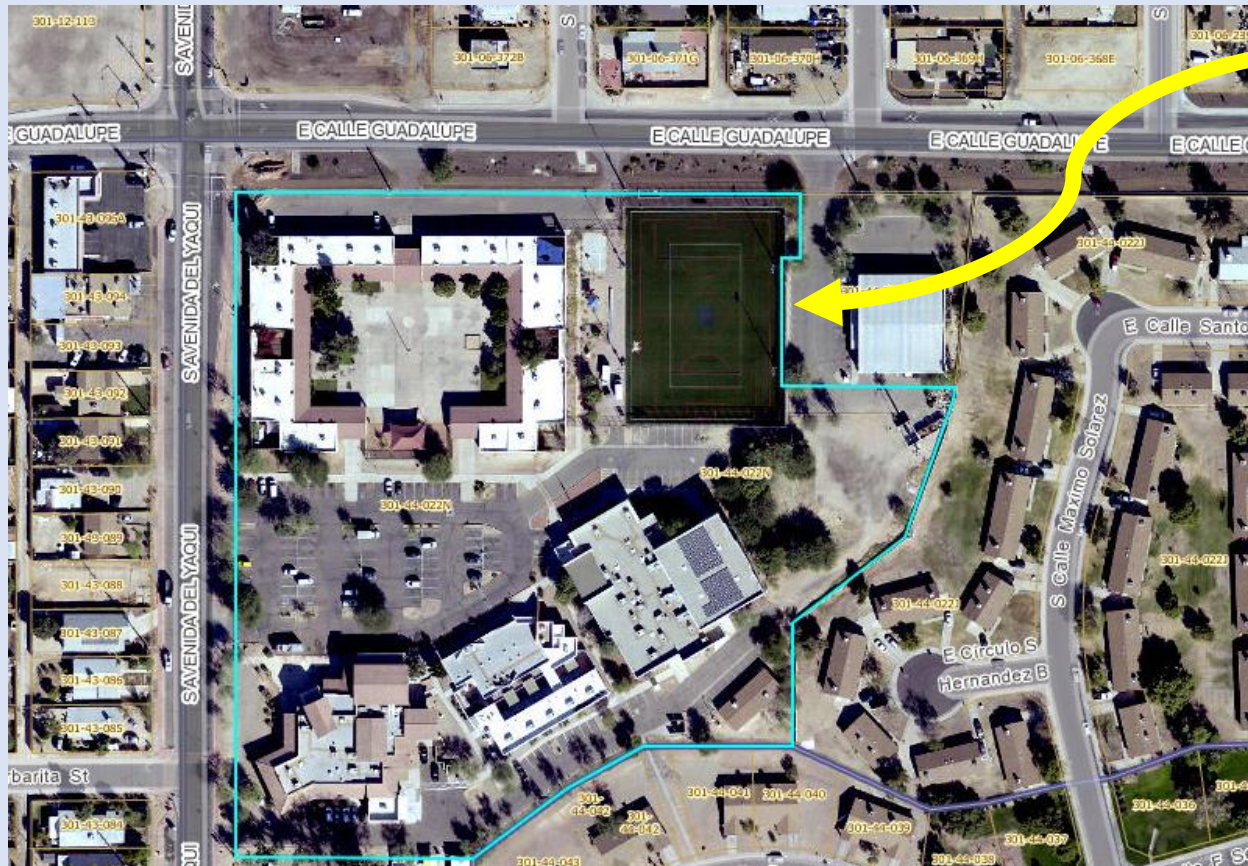
9/14/2022  
 \_\_\_\_\_  
 (Date)



# 9241 S. Avenida Del Yaqui Rezoning Request



North



**9241 S. Avenida Del Yaqui**

**County Assessor Parcel #:  
APN: 301-44-150**

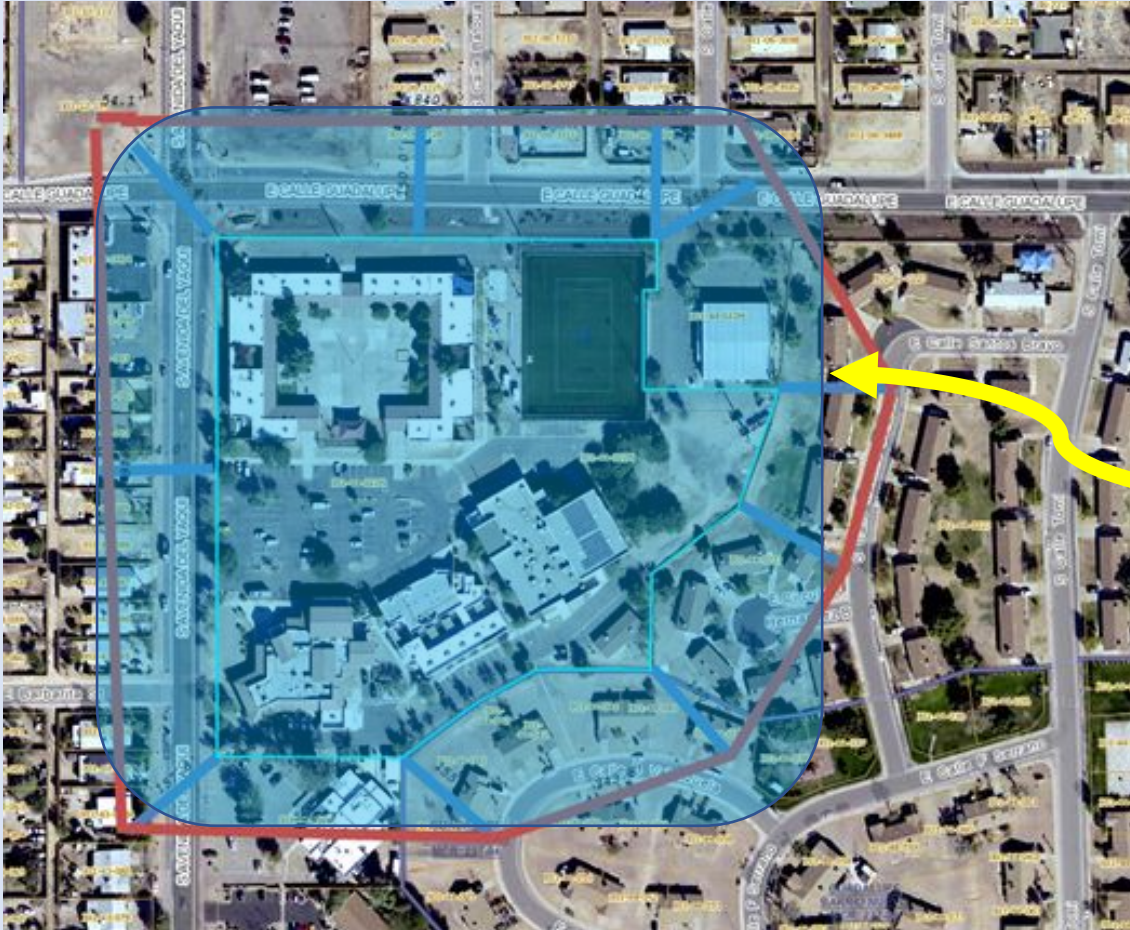
**Existing Zoning: R1-9**

**Lot Size: 404,118 sq. ft.  
9.27 acres**

# 9241 S. Avenida Del Yaqui Rezoning Request



North



**150' Notification Area**



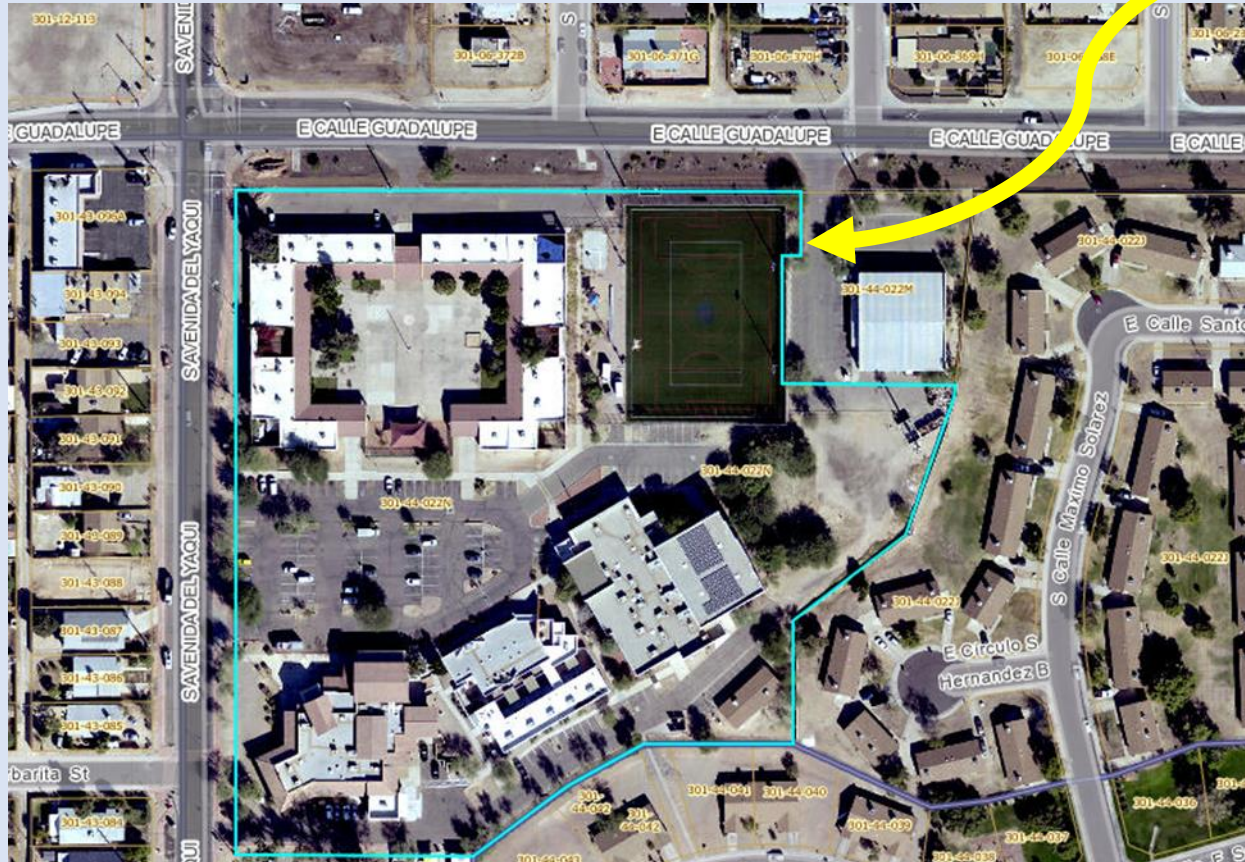
# 9241 S. Avenida Del Yaqui – Rezoning Request

## 9241 S. Avenida Del Yaqui

- APN 301-44-150
- Lot Size: 9.27 acres
- Current Zoning: R1-9
- Requested Zoning: C-2

### Current uses:

- Government offices, Town Hall
- Education, Community College
- Youth Services, Boys & Girls Club
- Restaurant, Retail, Office, Gym, Youth Services, Education, Faith and Veterans' Post: Mercado





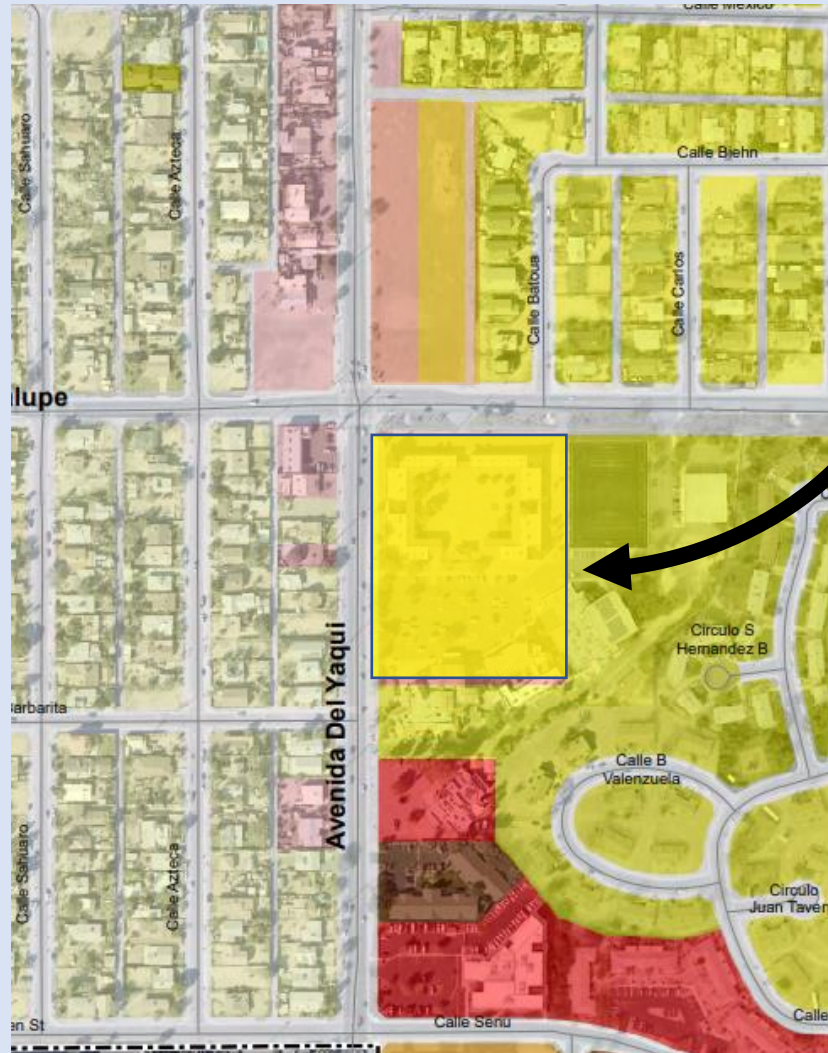
# 9241 S. Avenida Del Yaqui – Rezoning Request

## 9241 S. Avenida Del Yaqui

### Existing Zoning:

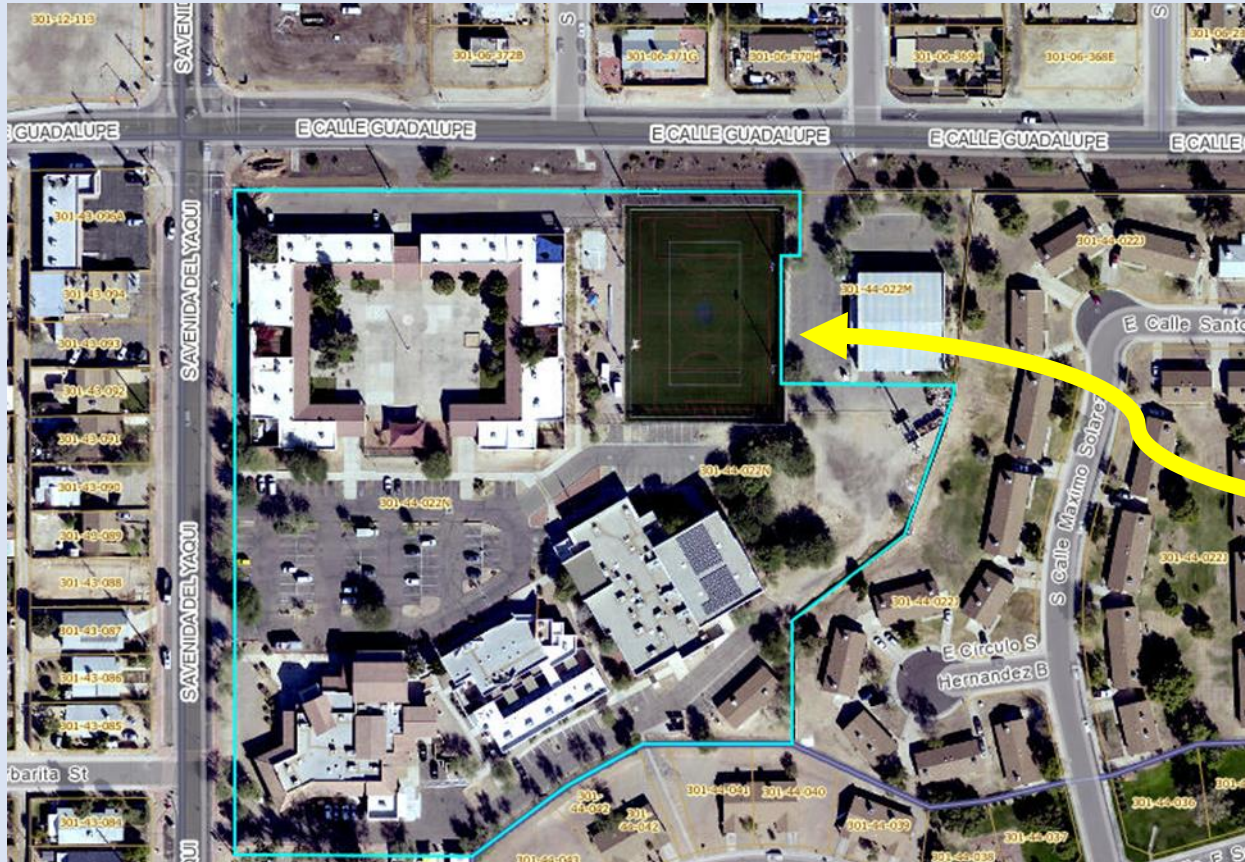
#### Zoning

- C-1: Commercial
- C-2: Commercial
- C-MIX: Commercial
- OS: Open Space
- PF: Public Facility
- R1-6: Single Family Residential
- R1-9 Single Family Residential
- R-2 Single Family Residential
- R-3 Multi Family Residential
- R-3 and 4 Multi Family Residential





# 9241 S. Avenida Del Yaqui – Rezoning Request



9241 S. Avenida del Yaqui

## Analysis:

The current uses and historic uses of this property are compatible with C-2 and compatible with other zoned properties on the immediately adjacent to the Avenida del Yaqui and Guadalupe Road intersection.



## 9241 S. Avenida Del Yaqui – Rezoning Request

**§ 154.067 COMMERCIAL DISTRICTS; C-1  
NEIGHBORHOOD COMMERCIAL, C-2 GENERAL  
COMMERCIAL and C-M MIXED-USE COMMERCIAL**

(A) *Intent:* The C-2 District is intended to provide space for general retail and office uses, and efficient development of major retail shopping areas to serve the needs of the community and regional area.

**Analysis:** The current uses of the 9.27-acre property are allowed under C-2 zoning and are more compatible with the C-2 zoning district per Town of Guadalupe Code of Ordinances.

**Recommendation:** Staff recommends rezoning allowing current uses to comply with proper zoning district.





## NOTICE OF PUBLIC HEARING REZONING APPLICATION

The Guadalupe Town Council shall hold a public hearing on Thursday, October 13, 2022, at 6:00 p.m. at the Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona, to consider the following rezoning request:

- 1. Rezoning Application (RZ 2022-06) – 9241, 9201, 9225, and 9233 South Avenida del Yaqui:** The Applicant is requesting to rezone property that is currently zoned R1-9 Residential to C-2 General Commercial so that the current use of the property would comply with allowable uses, per the Guadalupe Town Code, Section 154.067(C)(3 & 4) for the C-2 zoning designation. Four addresses are located on one parcel of land. The existing uses of the properties include Town Hall, restaurant, church, youth and social services, public library, community college, special event venue, shared parking, and a sports field complex. Maricopa County Assessor parcel #301-44-022N. Town of Guadalupe, Jeff Kulaga, Town Manager / Clerk, Applicant.

Written comments or objections may be filed at Town Hall prior to, or at the public hearing. Copies of the application and subdivision plat are available for review at Guadalupe Town Hall.

Publish: Wednesday, September 21, 2022

## CONTRACT BETWEEN OWNER AND CONTRACTOR (SHORT FORM)

This Contract dated this 15<sup>th</sup> day of September, 2022 is between Town of Guadalupe ("Owner") and JBS Roofing ("Contractor") and is binding among and between these parties as of the date of the Owner's signature.

### RECITALS

1. The legal address for the Owner and for the Contractor and the addresses for delivery of Notices and other project documents are as follows:

**Owner:** Town of Guadalupe

Contact Name Jennifer Drury

Address 9241 S. Avenida Del Yaqui

City Guadalupe

State AZ

ZIP Code 85283

Telephone (480) 505-5373

ext.

EMAIL jdrury@guadalupeaz.org

**Contractor:** JBS Roofing

Contact Name Chester Goldmeer

Address 5537 N. 59<sup>th</sup> Ave.

City Glendale

State AZ

ZIP Code 85301

Telephone (623) 247-9252

ext.

EMAIL cg@jbsroofingaz.com

Contractors License # 061127, 082024, 198099, 287012 FEIN/SSN \_\_\_\_\_

### PROJECT IDENTIFICATION

2. The Project is identified as:

PROJECT NAME: Guadalupe Town Hall

PROJECT: Roofing Project

SITE ADDRESS: 9241 S. Avenida Del Yaqui

*Street Address*

Guadalupe, AZ 85283

*City*

( )

*Site Telephone*

*State*

( )

*Site Fax*

*ZIP Code*

GENERAL PROJECT DESCRIPTION:

**SUMMARY:** All work shall be in compliance using the strictest rules of IRC Chapter 9 (Roof Assemblies), Tile Roof Institute Concrete and Clay Roof Tile Installation Manual and Manufacturers Guidelines, NRCA and SMACNA recommendations and guidelines.

**The existing ventilation is not adequate. Per IRC Section R 806.2 the required venting is calculated using the ratio of 1/150 square feet. Scope of work shall to include addition Dormer Vents.**

**The following Scope of Work is to be used in coordination with the specification, construction details, industry standards, codes and the above listed compliances.**

**Tile Roofs 6 – 12 (Specification 073216)**

**Roofs 1, 2, 3, & 5 – Repair & Restore with 6 ply Coating System (Specification 075704)**



**EFIS parapet wall cap removal – Metal coping installation**

The Project Number and Project Name indicated above are required to be shown for identification purposes on all project-related material and documents including, but not limited to Notices, Change Orders, Submittals, Requests For Information, Requests for Quotes, Field Directives, Meetings Minutes, Correspondence, Schedule of Values and Certificate for Payment (RCI Form D004), Test Reports, and other related material.

3. After competitive / negotiated (*choose one*) bidding, the Contactor is awarded this Contract to perform the Work described by the Contract Documents for the above-described project (“the Project”).

**THE CONTRACT**

**THEREFORE**, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

**1. STATEMENT OF WORK:** The Contractor shall furnish all labor, equipment, and materials and perform all Work for the Project in strict accordance with the Contract Documents.

**2. CONTRACT DOCUMENTS:** This Contract shall consist of the following:

- this Contract Between Owner and Contractor
- the Bid Form submitted by the Contractor, dated 9/02/2022;
- General Conditions of the Construction Contract (Short Form) (RCI Form B001SF), referred to as the “General Conditions (Short Form)”;
- the Supplemental General Conditions, if any (RCI Form B002);
- the Owner’s Project Plans and Specifications, dated 8/12/2022;
- Bid packet;
- Post-Bid Modification(s), (3), dated 08-11-2022, 08-23-2022, and 08-26-2022;
- \_\_\_\_\_
- \_\_\_\_\_

All of these documents are incorporated herein by reference, and their use shall be governed by Section 2 of the General Conditions (Short Form) unless otherwise specified in the Supplemental General Conditions.

**3. TIME FOR COMPLETION:** The Work shall be commenced on a date to be specified in a written order of the Owner and shall be available for inspection for Substantial Completion within 60 calendar days or not later than the Contract Completion Date, which is N/A. The work shall be finally completed within 60 days after the date of Substantial Completion of the Work.

**4. COMPENSATION TO BE PAID TO THE CONTRACTOR:** The Owner agrees to pay and the Contractor agrees to accept as just and adequate compensation for the performance of the Work in accordance with the Contract Documents the sum of One Hundred twenty-eight thousand, two hundred forty dollars (\$128,240.00) for the Tile Roofing and copings and forty-four thousand, five hundred fifty-seven dollars (\$44,536.00) for the Flat Roof Restoration.

**See ATTCHED: Bid Form**

- Base Bid: Tile Roofing and Coping - \$128,240.00 (Taxes included)
- Base Bid: Flat Roof Restoration - \$44,536.00 (Taxes included)
- Line-Item Pricing: Wood Decking – Per square foot – \$2.00 (Taxes included)



- Allowance – No allowance

**5. PAYMENTS:** The procedures for establishing a Schedule of Values for the Work, for requesting monthly progress payments for Work in place, and for requesting payments for properly stored materials are stated in the General Conditions (Short Form). Unless otherwise provided under the Contract Documents, interest on payments due the Contractor shall accrue at the rate of one percent per month after the due date established in the General Conditions (Short Form).

**6. CONTRACTUAL CLAIMS:** Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in Section 39 of the General Conditions (Short Form) and the Supplemental General Conditions, if any, attached to this Contract.

**7. NON-DISCRIMINATION:** See Section 4 of the General Conditions (Short Form).

**8. FALL PROTECTION AND SAFETY:** See Section 15(b) of the General Conditions (Short Form).

**9. CONSULTANT:** The Owner designates the following individual/entity as the Project Consultant. See Section 12 of the General Conditions (Short Form).

Firm/Entity: WRECORP (Western Roof Evaluation Corporation)  
 Contact Name Joshua Sawyer, RRO  
 Address 6829 W. Corrine Dr.  
 City Peoria State AZ ZIP Code 85381  
 Telephone (623) 738-7680 ext. EMAIL joshua@wrecorp.com

IN WITNESS WHEREOF, the parties hereto on the day and year written below have executed this agreement in three (3) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed and original thereof.

<u>JBS Roofing</u>	<u>Town of Guadalupe</u>
Contractor	Owner
By: <u><i>Chester Goldmeer</i></u> <u>10-3-22</u>	By: _____
<i>Signature in ink</i> <i>Date</i>	<i>Signature in ink</i> <i>Date</i>
Name: <u>Chester Goldmeer</u>	Name: _____
Title: <u>Project Manager</u>	Title: _____
Attest: <u><i>[Signature]</i></u> <u>10-3-22</u>	Attest: _____
<i>Signature in ink</i> <i>Date</i>	<i>Signature in ink</i> <i>Date</i>
Name: <u>ROBERT DASHMUN</u>	Name: _____
<i>(Print)</i>	<i>(Print)</i>

**Attachments (All to be signed by all parties):**  
 General Conditions Of The Construction Contract (RCI Form B001/B001SF)  
 Supplemental General Conditions (RCI Form B002)  
 Bid Form submitted by the Contractor

Post Bid Modification (3)

**(CROSS OUT AND INITIAL IF ANY OF THE ABOVE ATTACHMENTS ARE NOT APPLICABLE.)**



BID FORM

Having carefully examined the Bid Documents, and having attended the pre-bid conference (if applicable) and become familiar with all aspects, both existing and proposed, affecting the work entitled:

PROJECT IDENTIFICATION

PROJECT NAME: Town of Guadalupe
PROJECT: Town Hall Roofing Project
SITE ADDRESS: 9241 S. Avenida Del Yaqui
Street Address
Guadalupe, AZ 85238
City State ZIP Code

The undersigned proposes to furnish all labor and materials and provide all equipment and manpower necessary to perform all work for the various parts of the construction in accordance with the above referenced documents for the considerations of the following amount(s):

BASE BID:

Bid to include state and local taxes The Contractor is to include in his base bid all overhead and profit markups, and all markups related to bonds, insurance, taxes, etc., to be applied to direct contract labor and materials or subcontractor work, including markups, for performing allowance account work as directed by the Owner.

Base Bid: Tile Roofing and Copings

one hundred twenty eight thousand two hundred forty Dollars (\$ 128,240.00 )
(Including state and local taxes)

Alternate: Tile Roofing and Copings (40lb Underlayment)

one hundred twelve thousand five hundred fifty seven Dollars (\$ 112,557.00 )
(Including state and local taxes)

Base Bid: Flat Roof Restoration

forty four thousand five hundred thirty six Dollars (\$ 44,536.00 )
(Including state and local taxes).

Line Items

Wood Decking- per sqft, 1/2" CDX \$2.00

Hourly Rates for Change Orders Laborer \$ 25.00

Journeyman \$ 35.00

Foreman  
 Overhead  
 Profit  
 Markup for Materials

\$ 45.00
30%
10%
40%

**OVERHEAD AND PROFIT:**

All bid proposals enumerated in this Bid Proposal Form include overhead, profit and all other expenses involved in the execution and completion of the work described in the Contract Documents.

**TAXES:**

Bid prices in this Bid Document shall include all applicable taxes.

**SUBCONTRACTORS**

If awarded a contract, I propose to contract with the following subcontractors for listed work and further agree that subcontractors may not be changed without owners' written consent.

Named subcontractors must have a reputation of competency in their fields of work. I assume responsibility for quality of work performed by my subcontractors.

Work Classification	Subcontractor
Sealants	
Sheet metal	
Electrical	
Mechanical	
Decking	
Plumbing	
Masonry	
Waterproofing	
Carpentry	
Others:	

Note: All other subcontractors shall be submitted within 7 days of bid date, if requested.

**TIME OF COMPLETION:**

The undersigned agrees, if awarded the contract, work shall be substantially completed within 60 calendar days of the Owner's written Notice to Proceed. The Undersigned further agrees that the owner may retain, from the compensation otherwise due, the sum of \$ 500\_ for each calendar day expiring beyond the fixed time of substantial completion (substantial completion is defined in General Conditions of the Construction Contract (RCI Form B001), this sum not to be construed as a penalty, but as a fixed, agreed liquidated damages amount which the owner shall

sustain in case of failure of the undersigned to substantially complete the work within the time stipulated.

**CONTRACT AND BOND:**

The Contractor shall have seven business days to deliver a Payment and Performance Bond in the format detailed.

**ADDENDA ACKNOWLEDGMENT**

Receipt of Addenda (List by number and date appearing on Addenda):

Addendum # <u>1</u>	Date: <u>8/11/22</u>
Addendum # <u>2</u>	Date: <u>8/23/22</u>
Addendum # <u>3</u>	Date: <u>8/26/22</u>

**EXECUTION OF BID: Town of Guadalupe – Town Hall Roofing Project**

NAME OF BIDDING COMPANY: JBS Roofing

TYPE OF CORPORATE ENTITY: C-CORP.

EXECUTED BY: State of Az.

ADDRESS: 5537 N 59<sup>TH</sup> AVE  
Glendale, AZ 85301

TELEPHONE: 623-247-9252

FAX: 623-2435-8577

E-MAIL: cg@jbsroofingaz.com

STATE LICENSE NUMBER  
If applicable. 082024

SIGNATURE: Chester Goldmeer

PRINTED NAME: Chester Goldmeer

TITLE: Project Manager

DATE: 9/2/2022