

NOTICE OF REGULAR MEETING OF THE GUADALUPE TOWN COUNCIL

THURSDAY, DECEMBER 14, 2023
6:00 P.M.

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

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F. V. Fuerte
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

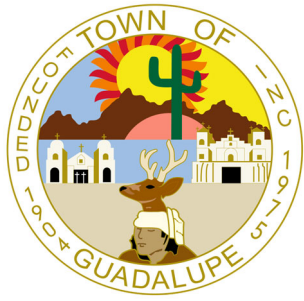
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www.guadalupeaz.org

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, December 14, 2023, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona. Meetings are streamed live on the Town of Guadalupe Facebook page at <https://www.facebook.com/guadalupeaz.org>.

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES
 1. Approval of the October 12, 2023, Town Council Regular Meeting Minutes.
 2. Approval of the October 18, 2023, Town Council Special Meeting Minutes.
- E. CALL TO THE PUBLIC: An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.
- F. MAYOR and COUNCIL PRESENTATION:
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
 1. **MARICOPA COUNTY SHERIFF'S OFFICE UPDATE:** Council will receive an update from representatives from the Maricopa County Sheriff's Office regarding public safety in the Town of Guadalupe. Council may provide direction to the Town Manager / Clerk. (There is no material for this item)
 2. **CALLE QUINTERO – (RESOLUTION NO. 2023.19):** Council will consider and may take action to adopt a resolution authorizing the Mayor, or designee, to execute the change of the name of a cul-de-sac segment of Calle Vaou Nawi, addresses 9643, 9645, 9649 and 9651 South Calle Vaou Nawi, to 5904, 5908, 5912 and 5920 East Calle Quintero (R2023.19). This action is a condition of the public



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right-of-way purchase agreement with the Quintero family approved by Town Council at the August 10, 2023, Regular Town Council Meeting. Adoption of the resolution authorizes the Mayor, and / or designee to execute all necessary documents in furtherance of this resolution and street name and corresponding property address changes. Council may provide direction to the Town Manager / Clerk.

3. PUBLIC HEARING – LIQUOR LICENSE APPLICATION: Hold a public hearing for a Series 9 Liquor Store Liquor License application for: Nihal LLC, 8207 South Avenida del Yaqui, Guadalupe, AZ 85283. The Owner and Applicant is Nihal LLC, and the Agent is Lauren Kay Merrett. The Owner and Applicant has paid all applicable liquor license application and issuance fees; the property has been posted for the public hearing date; the public hearing has been advertised in the newspaper; and, the Arizona Department of Liquor Licenses and Control has received the application. No public input has been received to date. Council may provide direction to the Town Manager / Clerk. (related to item G4)

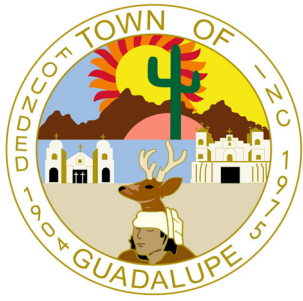
4. LIQUOR LICENSE APPLICATION – NIHAL LLC: Council may take action to forward a recommendation of approval, disapproval, or no recommendation, to the Arizona Department of Liquor Licenses and Control for State Liquor License No. 09070095, for Nihal LLC, 8207 S. Avenida del Yaqui, Guadalupe, AZ 85283. The Owner and Applicant is Nihal LLC, and the Agent is Lauren Kay Merrett. Council may provide direction to the Town Manager / Clerk. (related to item G3)

5. PUBLIC HEARING – CONDITIONAL USE PERMIT (CU2023-05) AND CONDITIONAL USE PERMIT (CU2023-06): Hold a public hearing to receive public input regarding a request for conditional use permits to energize and operate two digital billboards, one located at 5402 East Calle Yusucu Guadalupe AZ, 85283 (APN 301-11-937), and one located at 9600 South 54th St, Guadalupe, AZ, 85283 (APN 301-42-033). These conditional use permit requests are in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, SIGN REGULATIONS, SECTION § 154.147 BILLBOARD SIGNS(D)-(K). (related to item G5 – G7)

6. CONDITIONAL USE PERMIT REQUEST FOR 5402 EAST CALLE YUSUCU (CU2023-05): Council will consider and may take action to approve or deny a Conditional Use Permit request to energize and operate a digital billboard located at 5402 E Calle Yusucu Guadalupe AZ, 85283 (APN 301-11-937). This request is in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 156, CONSTRUCTION, LOCATION AND RELOCATION OF FACILITIES, SECTION § 156.03 LOCATION AND RELOCATION OF FACILITIES IN PUBLIC RIGHTS-OF-WAY. (related to item G5 – G7)

7. CONDITIONAL USE PERMIT REQUEST FOR 9600 SOUTH 54TH ST (CU2023-06): Council will consider and may take action to approve or deny a Conditional Use Permit request to energize and operate a digital billboard located at 9600 South 54th St, Guadalupe, AZ. APN 301-42-033. This request is in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, SIGN REGULATIONS, SECTION § 154.147 BILLBOARD SIGNS(D)-(K). Staff recommends approval of this use permit as presented in the attached Planning staff report, pages 55 – 58. (related to item G5 – G7)

8. PUBLIC HEARING –VARIANCE REQUEST FOR 8829 S CALLE TOMI (V2023-11): Hold a public hearing per Town of Guadalupe Zoning Code of Ordinances, TITLE XV, LAND USAGE, CHAPTER 154, VARIANCES, SECTION § 154.031(A)-(F) to receive public input regarding a variance request for a variance of the Town of Guadalupe Zoning Code of Ordinances, TITLE XV, LAND USAGE, CHAPTER 154, ZONING, COMPOSITION OF DISTRICTS, SECTION § 154.065(E), SINGLE FAMILY RESIDENTIAL DISTRICTS R1-9 AND R-1-6, Area, height, and setback regulations. The variance request is to decrease the Minimum Side Yard Setback from ten feet to seven feet for the property located at 8829 S Calle Tomi, Guadalupe, AZ 85283. APN 301-06-181. The lot is zoned R1-9, Single-family Residential. Council may provide direction to the Town Manager / Clerk. (related to items G8 – G9).



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9. **VARIANCE REQUEST FOR 8829 S CALLE TOMI (V2023-11):** Council will consider and may take action to approve or deny a variance request of the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, COMPOSITION OF DISTRICTS, SECTION § 154.065(E), SINGLE FAMILY RESIDENTIAL DISTRICTS R1-9 AND R-1-6, Area, height, and setback regulations. The variance request is to decrease the Minimum Side Yard Setback from ten feet to seven feet for the property located at 8829 S Calle Tomi, Guadalupe, AZ 85283. APN 301-06-181. The lot is zoned R1-9, Single-family Residential. The Applicant is Duane A Stilwell. Council may provide direction to the Town Manager / Clerk. (related to items G8 – G9).

10. **PUBLIC HEARING –VARIANCE REQUESTS FOR 9010 SOUTH CALLE AZTECA (V2023-07); (V2023-08); (V2023-09); (V2023-10):** Hold a public hearing per Town of Guadalupe Zoning Code of Ordinances, TITLE XV, LAND USAGE, CHAPTER 154, VARIANCES, SECTION § 154.031(A)-(F) to receive public input regarding a:

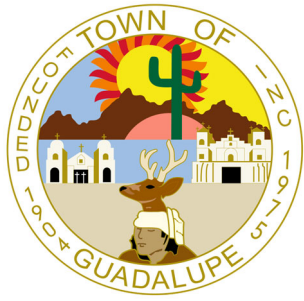
- variance request (V2023-07) to reduce the Minimum Lot Area Per Dwelling Unit First Two Dwelling Units from 5,000 square feet to 3,248 square feet of lot (A) per the Town of Guadalupe Zoning Code of Ordinances Section § 154.066(E).
- variance request (V2023-08) to decrease the Minimum Side Yard Setback from seven feet to zero feet on the north side of the property of lot (A) per the Town of Guadalupe Zoning Code of Ordinances Section § 154.066(E).
- variance request (V2023-09) to decrease the Minimum Back Yard Setback from twenty feet to zero feet of lot (A) per the Town of Guadalupe Zoning Code of Ordinances Section § 154.066(E).
- variance request (V2023-10) to reduce the Minimum Lot Area Per Dwelling Unit First Two Dwelling Units from 5,000 square feet to 4,937 square feet of lot (B) per the Town of Guadalupe Zoning Code of Ordinances Section § 154.066(E).

The property is located at 9010 S Calle Azteca, Guadalupe, AZ. Maricopa County Assessor Parcel APN 301-12-034. The lot is zoned R-2, One- and Two-Family Residential. The Applicant is Steven Guzman. Council may provide direction to the Town Manager / Clerk. (related to items G10 – G14)

11. **VARIANCE REQUEST FOR 9010 SOUTH CALLE AZTECA (V2023-07):** Council will consider and may take action to approve or deny a variance request of the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, COMPOSITION OF DISTRICTS, SECTION § 154.066(E), TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS, Area, height, and setback regulations. The variance request is to reduce the Minimum Lot Area Per Dwelling Unit First Two Dwelling Units from 5,000 square feet to 3,248 square feet of lot A. The property is located at 9010 S Calle Azteca Guadalupe AZ (APN 301-12-034). The lot is zoned R-2, One- and Two-Family Residential. The Applicant is Steven Guzman. Council may provide direction to the Town Manager / Clerk. (related to items G10 – G14)

12. **VARIANCE REQUEST FOR 9010 SOUTH CALLE AZTECA (V2023-08):** Council will consider and may take action to approve or deny a variance request of the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, COMPOSITION OF DISTRICTS, SECTION § 154.066(E), TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS, Area, height, and setback regulations. The variance request is to decrease the Minimum Side Yard Setback from seven feet to zero feet on the north side of the property of lot A. The property is located at 9010 S Calle Azteca Guadalupe AZ (APN 301-12-034). The lot is zoned R-2, One- and Two-Family Residential. The Applicant is Steven Guzman. Council may provide direction to the Town Manager / Clerk. (related to items G10 – G14)

13. **VARIANCE REQUEST FOR 9010 SOUTH CALLE AZTECA (V2023-09):** Council will consider and may take action to approve or deny a variance request of the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, COMPOSITION OF



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DISTRICTS, SECTION § 154.066(E), TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS, Area, height, and setback regulations. The variance request is to decrease the Minimum Back Yard Setback from twenty feet to zero feet of lot (A). The property is located at 9010 S Calle Azteca Guadalupe AZ (APN 301-12-034). The lot is zoned R-2, One- and Two-Family Residential. The Applicant is Steven Guzman. Council may provide direction to the Town Manager / Clerk. (related to items G10 – G14)

14. **VARIANCE REQUEST FOR 9010 SOUTH CALLE AZTECA (V2023-010):** Council will consider and may take action to approve or deny a variance request of the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, COMPOSITION OF DISTRICTS, SECTION § 154.066(E), TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS, Area, height, and setback regulations. The variance request is to reduce the Minimum Lot Area Per Dwelling Unit First Two Dwelling Units from 5,000 square feet to 4,937 square feet of lot (B). The property is located at 9010 S Calle Azteca Guadalupe AZ (APN 301-12-034). The lot is zoned R-2, One- and Two-Family Residential. The Applicant is Steven Guzman. Council may provide direction to the Town Manager / Clerk. (related to items G10 – G14)

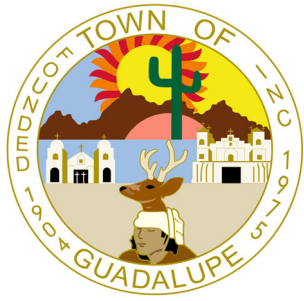
15. **TOHONO O'ODHAM NATION GRANT-IN-AID AGREEMENT (RESOLUTION NO. R2023.20):** Council will consider and may take action to adopt Resolution No. R2023.20 authorizing the Mayor, or designee, to execute a Grant-In-Aid agreement, GIA (C2023-31), between the Tohono O'odham Nation and the Town of Guadalupe to accept an awarded 12% local revenue sharing contribution in the amount of \$275,000 to be transmitted to the Boys & Girls Club of the Valley – Thunderbird Guadalupe Branch for the construction of a secure club entrance. Council may provide direction to the Town Manager / Clerk.

16. **CONTRACT – HOMELESSNESS SERVICES:** Council will consider and may take action to award a homelessness services contract (C2023-32) with Phoenix Rescue Mission (PRM), in an amount not to exceed \$240,000. The contracted services to be provided include bilingual outreach, crisis interventions, diversion assistance, collaboration with service agencies, case and care management and provide monthly program reports. The agreement term shall be from December 1, 2023, through June 30, 2025. Funding for these services is available through an American Rescue Plan Act (ARPA) grant award from Maricopa County administered by its Human Services Department, as approved by the Town Council at the June 22, 2023 Regular Meeting. Council may provide direction to the Town Manager / Clerk.

17. **CONTRACT – FINANCE AND BUDGETING CONSULTING SERVICES AGREEMENT:** Council will consider and may take action to authorize the Mayor, or designee, to enter into a Financial Consulting Services Agreement (C2023-33) for FY24 budget and five-year forecast preparation (FY24-FY28); assistance with selection and implementation of new financial system software, and accounting process efficiency improvements between the Town of Guadalupe and Pat Walker Consulting LLC. The total contract shall not exceed \$60,000 from January 15 to June 30, 2024, with an hourly rate of \$125 /hour, and not to exceed \$7,500 monthly. The initial contract term is January 15, 2024 –June 30, 2024, with an option for two additional consecutive annual renewals. Council may provide direction to the Town Manager / Clerk.

18. **ARIZONA MUTUAL AID COMPACT AGREEMENT:** Council will consider and may take action to approve Agreement (C2023-34) that enables participating political subdivisions and tribal nations to share resources, personnel, etc. during emergencies and then be reimbursed for the resources. This agreement is for a term of 10 years commencing January 1, 2024, through December 31, 2033.

19. **CEMETERY FINANCIAL AND FEE REVIEW:** Council will receive a review of cemetery services including current financials, five-year projected revenues and expenditures, rate analysis, and gravedigger requested costs options for Council consideration. Should a rate increase be proposed, to comply with Arizona Revised Statutes, public notice would be required on April 23, 2021; 60 days prior



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to the fiscal year 2021/2022 final budget adoption scheduled for June 24, 2021. Council may provide direction to the Town Manager / Clerk.

20. **2024 JANUARY– DECEMBER COUNCIL MEETING SCHEDULE:** Councilmembers will consider and may take action to approve the Town Council Regular Meeting Schedule for January through December 2024. Staff is recommending cancelling the November 28, 2024, and the December 26, 2024, Council Meetings because it conflicts with Thanksgiving and Christmas Holidays, respectively. Council may provide direction to the Town Manager / Clerk.

21. **CANCEL DECEMBER 26, 2024 COUNCIL MEETING:** Councilmembers will consider cancelling the Thursday December 26, 2024 Regular Council Meeting due to the Christmas Holiday. Council may provide direction to the Town Manager / Clerk. *(There is no material for this agenda item.)*

H. TOWN MANAGER/CLERK'S COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



December 8, 2023

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: **December 14, 2023, Town Council Regular Meeting Information Report**

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

Agenda Items:

D1. OCTOBER 12, 2023, REGULAR COUNCIL MEETING MINUTES (PAGES 13 – 17)

D2. OCTOBER 18, 2023, SPECIAL MEETING MINUTES (PAGES 18 – 19)

G1. MARICOPA COUNTY SHERIFF'S OFFICE UPDATE: Council will receive an update from representatives from the Maricopa County Sheriff's Office regarding public safety in the Town of Guadalupe. Council may provide direction to the Town Manager / Clerk. *(There is no material for this agenda item.)*

G2. CALLE QUINTERO – (RESOLUTION NO. 2023.19) (PAGES 20 – 23): Staff recommends Council adopt a resolution authorizing the Mayor, or designee, to execute the change of the name of a cul-de-sac segment of Calle Vauo Nawi, addresses 9643, 9645, 9649 and 9651 South Calle Vauo Nawi, to 5904, 5908, 5916 and 5920 East Calle Quintero (R2023.19). This action is a condition of Resolution R2023.12 and the public right-of-way purchase agreement C2023.22 with the Quintero family adopted by Town Council at the August 10, 2023, Regular Town Council Meeting. Adoption of the resolution (R2023.19) authorizes the Mayor, and / or designee to execute all necessary documents in furtherance of this resolution and street name and corresponding property address changes.

Background: Approved, August 10, 2023, agreement C2023.22 terms to purchase Real Property located at 9645 S Calle Vauo Nawi, Guadalupe, AZ, APN 301-44-010M for public Right-Of-Way:

1. Purchase price: \$10,100.00 for 5,050 square feet of property (10 feet by 505 feet) for use as public right-of-way for roadway access.
2. **After recording of fully executed Warranty Deed, Town to initiate a name change from Calle Vauo Nawi to Calle Quintero for the subject right-of-way.**
3. The existing fence will remain intact.
4. The Town Engineer will identify potential roadway improvements, to include sidewalk and fire hydrants, and include these in the Town's list of capital improvement projects for funding consideration between 2024-2034. Funding may be contingent on grant opportunities.

Addresses:

	APN Lot	301-44-010M	301-44-010G	301-44-010J
Current	S. Calle Vauo Nawi	9645	9649	9651
Recommended	E. Calle Quintero	5908	5916	5920



Once the resolution is in place, staff will forward it along with the pertinent details to the affected agencies: emergency and public safety services, City of Tempe water utilities, post office, county assessor, and county recorder so that databases can be updated. Staff will purchase and erect new signage once notifications are complete.

The three properties impacted by the name change will be sent a certified letter regarding the change and provided with a resource guide to assist them with the changes they will need to make with other entities. The information will also be available on our website with links to the various agencies.

Following notification to residents and entities, the new street name sign will be installed. Council may provide direction to the Town Manager / Clerk.

G3. PUBLIC HEARING FOR LIQUOR LICENSE APPLICATION (PAGES 24 – 36) : A public hearing is required for a Series 9 Liquor Store Liquor License application for: Guadalupe Market, 8207 South Avenida del Yaqui, Guadalupe, AZ 85283. The Owner is Nihal LLC, and the Agent is Lauren Kay Merrett.

Per State Statute, the premises has been posted with a public hearing notice for 20 days; the notice of public hearing has been advertised in the newspaper; and, the application has been processed within the 60-day timeframe, as required by Arizona State Statute. The applicant is currently operating with an interim Series 9 Liquor Store, liquor license and has paid the liquor license application and issuance fees. This location has a series 9 liquor license originally issued on May 11, 1984, per State of Arizona Department of Liquor Licenses and Control. No protests have been received on this application. *(related to item G4)*

G4. LIQUOR LICENSE APPLICATION – NIHAL LLC (PAGES 24 – 36): Council may forward a recommendation of approval, disapproval, or no recommendation, to the Arizona Department of Liquor Licenses and Control for State Liquor License No. 09070095, for Guadalupe Market, 8207 S. Avenida del Yaqui, Guadalupe, AZ 85283. The Owner is Nihal LLC, and the Agent is Lauren Kay Merrett.

Once issued, the liquor store (series 9) license allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises

(off-sale). A retail licensee with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale.

Relevant ARIZONA STATUTES AND REGULATIONS: A.R.S. §ARS 4-201, 4-202, 4-203, 4-206.01, 4-209(B)(9), 4-209(D)(9), 4-222, 4-261; Rule R19-1-235; R19-1-121.

Council may provide direction to the Town Manager / Clerk. *(related to item G3)*

G5. PUBLIC HEARING – CONDITIONAL USE PERMIT (CU2023-05) AND CONDITIONAL USE PERMIT (CU2023-06) (PAGES 37 – 64): A public hearing is required to receive public input regarding a request for conditional use permits to energize and operate two digital billboards, one located at 5402 East Calle Yusucu Guadalupe AZ, 85283 (APN 301-11-937), and one located at 9600 South 54th St, Guadalupe, AZ, 85283 (APN 301-42-033). This request is in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, SIGN REGULATIONS, SECTION § 154.147 BILLBOARD SIGNS(D). *(items G5, G6, and G7 are related)*

G6. CONDITIONAL USE PERMIT REQUEST FOR 5402 EAST CALLE YUSUCU (CU2023-05) (PAGES PAGES 37 – 64): Staff recommends Council approve a Conditional Use Permit request to energize and operate a digital billboard located at 5402 E Calle Yusucu, Guadalupe AZ, 85283 (APN 301-11-937). This request is in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 156, CONSTRUCTION, LOCATION AND RELOCATION OF FACILITIES, SECTION § 156.03 LOCATION AND RELOCATION OF FACILITIES IN PUBLIC RIGHTS-OF-WAY.

Staff recommends approval of the conditional use permit with stipulations to energize and operate the digital billboard located at 5402 E Calle Yusucu, Guadalupe, Arizona. The recommendation and analysis are provided in the attached Planning staff report, pages 55 – 58. Council may provide direction to the Town Manager / Clerk. *(items G5, G6, and G7 are related)*

G7. CONDITIONAL USE PERMIT REQUEST FOR 9600 SOUTH 54TH ST (CU2023-06) (PAGES PAGES 37 – 64): Staff recommends Council approve a Conditional Use Permit a Conditional Use Permit request to energize and operate a digital billboard located at 9600 South 54th St, Guadalupe, AZ. APN 301-42-033. This request is in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, SIGN REGULATIONS, SECTION § 154.147 BILLBOARD SIGNS(D)-(K).

Staff recommends approval of the conditional use permit with stipulations to energize and operate the digital billboard located at 9600 South 54th St, Guadalupe, Arizona. The recommendation and analysis are provided in the attached Planning staff report, pages 55 – 58. Council may provide direction to the Town Manager / Clerk. *(items G5, G6, and G7 are related)*

G8. PUBLIC HEARING –VARIANCE REQUEST FOR 8829 S CALLE TOMI (V2023-11) (PAGES 65 – 90): A public hearing is required per Town of Guadalupe Zoning Code of Ordinances, TITLE XV, LAND USAGE, CHAPTER 154, VARIANCES, SECTION § 154.031(A)-(F) to receive public input regarding a variance request for a variance of the Town of Guadalupe Zoning Code of Ordinances, TITLE XV, LAND USAGE, CHAPTER 154, ZONING, COMPOSITION OF DISTRICTS, SECTION § 154.065(E), SINGLE FAMILY RESIDENTIAL DISTRICTS R1-9 AND R-1-6, Area, height, and setback regulations.

The variance request is to decrease the Minimum Side Yard Setback from 10 feet to 7 feet for the property located at 8829 S Calle Tomi, Guadalupe, AZ 85283. APN 301-06-181. The lot is zoned R1-9, Single-family Residential. Council may provide direction to the Town Manager / Clerk. *(related to items G9).*

G9. VARIANCE REQUEST FOR 8829 S CALLE TOMI (V2023-11) (PAGES 65 – 90): Staff recommends Council approve a variance request of the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE,

CHAPTER 154, ZONING, COMPOSITION OF DISTRICTS, SECTION § 154.065(E), SINGLE FAMILY RESIDENTIAL DISTRICTS R1-9 AND R-1-6, Area, height, and setback regulations. The variance request is to decrease the Minimum Side Yard Setback from 10 feet to 7 feet for the property located at 8829 S Calle Tomi, Guadalupe, AZ 85283. APN 301-06-181. The lot is zoned R1-9, Single-family Residential. The Applicant is Duane A Stilwell. Council may provide direction to the Town Manager / Clerk. *(related to items G8).*

This variance request is to decrease the Minimum Side Yard Setback from 10 feet to 7 feet for the property located at 8829 S Calle Tomi, Guadalupe, AZ 85283. APN 301-06-181. The lot is zoned R1-9, Single-family Residential. Council may provide direction to the Town Manager / Clerk. *(related to items G9).*

Staff recommends approval of the variance to the Minimum Side Yard Setback from 10 feet to 7 to allow for an addition to the existing home at 8829 S Calle Tomi, Guadalupe, Arizona. The recommendation and analysis are provided in the attached Planning staff report, pages 80 – 84. Council may provide direction to the Town Manager / Clerk. *(related to item G8)*

G10. PUBLIC HEARING –VARIANCE REQUESTS FOR 9010 SOUTH CALLE AZTECA (V2023-07); (V2023-08); (V2023-09); (V2023-10) (PAGES 91 – 119): A public hearing required per Town of Guadalupe Zoning Code of Ordinances, TITLE XV, LAND USAGE, CHAPTER 154, VARIANCES, SECTION § 154.031(A)-(F) to receive public input regarding a:

- variance request (V2023-07) to reduce the Minimum Lot Area Per Dwelling Unit First Two Dwelling Units from 5,000 square feet to 3,248 square feet of lot (A) per the Town of Guadalupe Zoning Code of Ordinances Section § 154.066(E).
- variance request (V2023-08) to decrease the Minimum Side Yard Setback from 7 feet to 0 feet on the north side of the property of lot (A) per the Town of Guadalupe Zoning Code of Ordinances Section § 154.066(E).
- variance request (V2023-09) to decrease the Minimum Back Yard Setback from 20 feet to 0 feet of lot (A) per the Town of Guadalupe Zoning Code of Ordinances Section § 154.066(E).
- variance request (V2023-10) to reduce the Minimum Lot Area Per Dwelling Unit First Two Dwelling Units from 5,000 square feet to 4,937 square feet of lot (B) per the Town of Guadalupe Zoning Code of Ordinances Section § 154.066(E).

The property is located at 9010 S Calle Azteca, Guadalupe, AZ. Maricopa County Assessor Parcel APN 301-12-034. The lot is zoned R-2, One- and Two-Family Residential. The Applicant is Steven Guzman. Council may provide direction to the Town Manager / Clerk.

G11. VARIANCE REQUEST FOR 9010 SOUTH CALLE AZTECA (V2023-07) (PAGES 91 – 119): Staff recommends Council approve a variance request of the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, COMPOSITION OF DISTRICTS, SECTION § 154.066(E), TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS, Area, height, and setback regulations. The variance request is to reduce the Minimum Lot Area Per Dwelling Unit First Two Dwelling Units from 5,000 square feet to 3,248 square feet of lot A. The property is located at 9010 S Calle Azteca Guadalupe AZ (APN 301-12-034). The lot is zoned R-2, One- and Two-Family Residential. The Applicant is Steven Guzman. Council may provide direction to the Town Manager / Clerk.

Staff recommends approval of the four variances to allow for the lot split at 9010 South Calle Azteca, Guadalupe, Arizona, as follows:

Property A:

- 1) Variance of required Minimum Lot Size 5,000 square feet to allow for a 2,679 square foot lot.
- 2) Variance of required Minimum Side Yard Setback of 7 feet to 3 feet.
- 3) Variance of required Minimum Back Yard Setback of 20 to 3 feet.

Property B:

- 1) Variance of required Minimum Lot Size 5,000 square feet to allow for a 4,629 square foot lot.

The recommendation and analysis are provided in the attached Planning staff report, pages 106 – 111. Council may provide direction to the Town Manager / Clerk. (items G10 – G14 are related)

G12. VARIANCE REQUEST FOR 9010 SOUTH CALLE AZTECA (V2023-08) (PAGES 91 – 119): Staff recommends Council approve a variance request of the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, COMPOSITION OF DISTRICTS, SECTION § 154.066(E), TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS, Area, height, and setback regulations. The variance request is to decrease the Minimum Side Yard Setback from 7 feet to 0 feet on the north side of the property of lot A. The property is located at 9010 S Calle Azteca Guadalupe AZ (APN 301-12-034). The lot is zoned R-2, One- and Two-Family Residential. The Applicant is Steven Guzman. Council may provide direction to the Town Manager / Clerk.

Staff recommends approval of the four variances to allow for the lot split at 9010 South Calle Azteca, Guadalupe, Arizona, as follows:

Property A:

- 4) Variance of required Minimum Lot Size 5,000 square feet to allow for a 2,679 square foot lot.
- 5) Variance of required Minimum Side Yard Setback of 7 feet to 3 feet.
- 6) Variance of required Minimum Back Yard Setback of 20 to 3 feet.

Property B:

- 2) Variance of required Minimum Lot Size 5,000 square feet to allow for a 4,629 square foot lot.

The recommendation and analysis are provided in the attached Planning staff report, pages 106 – 111. Council may provide direction to the Town Manager / Clerk. (items G10 – G14 are related)

G13. VARIANCE REQUEST FOR 9010 SOUTH CALLE AZTECA (V2023-09) (PAGES 91 – 119): Staff recommends Council approve a variance request of the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, COMPOSITION OF DISTRICTS, SECTION § 154.066(E), TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS, Area, height, and setback regulations. The variance request is to decrease the Minimum Back Yard Setback from 20 feet to 0 feet of lot (A). The property is located at 9010 S Calle Azteca Guadalupe AZ (APN 301-12-034). The lot is zoned R-2, One- and Two-Family Residential. The Applicant is Steven Guzman. Council may provide direction to the Town Manager / Clerk.

Staff recommends approval of the four variances to allow for the lot split at 9010 South Calle Azteca, Guadalupe, Arizona, as follows:

Property A:

- 7) Variance of required Minimum Lot Size 5,000 square feet to allow for a 2,679 square foot lot.
- 8) Variance of required Minimum Side Yard Setback of 7 feet to 3 feet.
- 9) Variance of required Minimum Back Yard Setback of 20 to 3 feet.

Property B:

- 3) Variance of required Minimum Lot Size 5,000 square feet to allow for a 4,629 square foot lot.

The recommendation and analysis are provided in the attached Planning staff report, pages 106 – 111. Council may provide direction to the Town Manager / Clerk. (items G10 – G14 are related)

G14. VARIANCE REQUEST FOR 9010 SOUTH CALLE AZTECA (V2023-010) (PAGES 91 – 119): Staff recommends Council approve a variance request of the Town of Guadalupe Zoning Code of Ordinances TITLE XV,

LAND USAGE, CHAPTER 154, ZONING, COMPOSITION OF DISTRICTS, SECTION § 154.066(E), TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS, Area, height, and setback regulations. The variance request is to reduce the Minimum Lot Area Per Dwelling Unit First Two Dwelling Units from 5,000 square feet to 4,937 square feet of lot (B). The property is located at 9010 S Calle Azteca Guadalupe AZ (APN 301-12-034). The lot is zoned R-2, One- and Two-Family Residential. The Applicant is Steven Guzman. Council may provide direction to the Town Manager / Clerk.

Staff recommends approval of the four variances to allow for the lot split at 9010 South Calle Azteca, Guadalupe, Arizona, as follows:

Property A:

- 10) Variance of required Minimum Lot Size 5,000 square feet to allow for a 2,679 square foot lot.
- 11) Variance of required Minimum Side Yard Setback of 7 feet to 3 feet.
- 12) Variance of required Minimum Back Yard Setback of 20 to 3 feet.

Property B:

- 4) Variance of required Minimum Lot Size 5,000 square feet to allow for a 4,629 square foot lot.

The recommendation and analysis are provided in the attached Planning staff report, pages 106 – 111. Council may provide direction to the Town Manager / Clerk. (items G10 – G14 are related)

G15. TOHONO O’ODHAM NATION GRANT-IN-AID AGREEMENT (RESOLUTION NO. R2023.20) (PAGES 120 – 126): Staff is recommending Council adopt Resolution No. R2023.20 authorizing the Mayor, or designee, to execute a Grant-In-Aid agreement, GIA (C2023-31), between the Tohono O’odham Nation and the Town of Guadalupe to accept an awarded 12% local revenue sharing contribution in the amount of \$275,000 to be transmitted to the Boys & Girls Club of the Valley – Thunderbird Guadalupe Branch for the construction of a secure club entrance.

Background: At the June 8, 2023, Town Council Meeting, the Town Council approved acting as the municipal partner and including a support letter with the Thunderbirds Branch & Peggy Hoag Teen Center – Guadalupe revenue sharing application to the Tohono O’odham Nation. The Thunderbirds Guadalupe Boys and Girls Club requested \$275,000 for a new secure front entrance with buzzer system and enclosed lobby at the Boys & Girls Club located in the Town of Guadalupe.

The Tohono O’odham Nation approved this grant and now requires approval of the Grant-In-Aid agreement with the Town of Guadalupe. Approving this agreement would require that the \$275,000 of grant funds be used in accordance with the Boys & Girls Club of the Valley – Thunderbird Guadalupe Branch request.

Once funds are received, the Town will forward to the Boys & Girls Club of the Valley – Thunderbird Guadalupe Branch. The Town is a pass through for these granted funds. Council may provide direction to the Town Manager / Clerk.

G16. CONTRACT – HOMELESSNESS SERVICES (PAGES 127 – 150): Staff recommends Council award a homelessness services contract (C2023-32) with Phoenix Rescue Mission (PRM), in an amount not to exceed \$240,000. The contracted services to be provided include bilingual outreach, crisis interventions, diversion assistance, collaboration with service agencies, case and care management and provide monthly program reports. A PRM Outreach representative will be available Monday through Friday, 8am to 5pm, and work in partnership with our CAP staff to offer assistance. The agreement term shall be from December 1, 2023, through June 30, 2025.

Funding for these services is available through an American Rescue Plan Act (ARPA) grant award from Maricopa County administered by its Human Services Department, as approved by the Town Council at the June 22, 2023 Regular Meeting. Council may provide direction to the Town Manager / Clerk.

G17. CONTRACT – FINANCE AND BUDGETING CONSULTING SERVICES AGREEMENT (PAGES 151 – 152): Staff recommends Council authorize the Mayor, or designee, to enter into a Financial Consulting Services Agreement

(C2023-33) for FY24 budget and five-year forecast preparation (FY24-FY28); assistance with selection and implementation of new financial system software, and accounting process efficiency improvements between the Town of Guadalupe and Pat Walker Consulting LLC. The total contract shall not exceed \$60,000 from January 15 to June 30, 2024, with an hourly rate of \$125 /hour. The initial contract term is January 15, 2024 –June 30, 2024, with an option for two additional consecutive annual renewals.

Funds for this contract are available in the adopted FY24 budget, Town Manager, Professional Services. Council may provide direction to the Town Manager / Clerk.

G18. ARIZONA MUTUAL AID COMPACT AGREEMENT (PAGES 153 – 175): Staff recommends Council approve Agreement (C2023-34) that enables participating political subdivisions and tribal nations to share resources, personnel, etc. during emergencies and then be reimbursed for the resources. This agreement is for a term of 10 years commencing January 1, 2024, through December 31, 2033.

The current 2014 Arizona Mutual Aid Compact (AZMAC) expires on and will no longer be valid as of 12:00 AM Mountain Standard time on December 31, 2023. This 2024 AZMAC will be effective on January 1, 2024, and remains in effect for 10 years.

G19. CEMETERY FINANCIAL AND FEE REVIEW (PAGES 176 - 191): This is introductory item. Council will receive a review of current cemetery challenges including but not limited to limited burial space, eligible burial policy, five-year projected revenues and expenditures, fees, and gravedigger requested costs. Fee options will also be presented for Council consideration. Should a rate increase be proposed, to comply with Arizona Revised Statutes, public notice would be required on May 1, 2024; 60 days prior to the effective July 1, 2024, date of the fiscal year 2024/2025 budget. Council may provide direction to the Town Manager / Clerk.

G20. 2024 JANUARY– DECEMBER COUNCIL MEETING SCHEDULE (PAGES 192 – 205): Councilmembers will consider and may take action to approve the Town Council Regular Meeting Schedule for January through December 2024.

Please note the second meeting in March, March 28th falls on Holy Thursday. Staff is recommending cancelling the November 28, 2024, and the December 26, 2024, Council Meetings because it conflicts with Thanksgiving and Christmas Holidays, respectively. Council may provide direction to the Town Manager / Clerk.

G21. CANCEL DECEMBER 26, 2024, COUNCIL MEETING: Councilmembers will consider cancelling the Thursday December 26, 2024, Regular Council Meeting due to the Christmas Holiday. Council may provide direction to the Town Manager / Clerk. *(There is no material for this agenda item.)*



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F. V. Fuerte
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

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Minutes Town Council Regular Meeting October 12, 2023

Minutes of the Guadalupe Town Council Regular Meeting held on October 12, 2023, at 6:00 p.m., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona.

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

B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina, Vice Mayor Ricardo Vital, Councilmember Esteban F. V. Fuerte, Councilmember Anita Cota Soto, and Councilmember Mary Bravo,

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

C. INVOCATION/PLEDGE OF ALLEGIANCE

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

D. APPROVAL OF MINUTES

1. Approval of the September 28, 2023, Town Council Regular Meeting Minutes.

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

1. Councilmembers approved the September 28, 2023, Town Council Regular Meeting Minutes.

E. CALL TO THE PUBLIC

Mayor Molina called upon Angie Lopez to address Council. Ms. Lopez emphasized the critical need for more housing in Guadalupe, acknowledging past efforts and ongoing projects. Ms. Lopez voiced concerns regarding The Richman Group Proposal using town land for three-story buildings at key locations. Ms. Lopez pointed out the scarcity of land and the potential risk if the project fails to generate sufficient revenue. Ms. Lopez questioned the trade-off mentioned in the proposal between rental tax revenue and other concerns. Ms. Lopez urged the Council to seek proposals from the descendants of the town's original settlers, the Pascua Yaqui Tribe. Ms. Lopez emphasized the tribe's commitment to minimizing land risk and their past financial assistance during the pandemic.

Mayor Molina called upon Delphina Sanchez to address Council. Ms. Sanchez expressed concern that the proposed project may not benefit the people of Guadalupe. Ms. Sanchez emphasized the Council's responsibility to represent everyone in the town and cautioned against actions that may not be in the residents' best interests. Ms. Sanchez urged careful consideration of the potential impact on the community, especially concerning the influx of people, potential problems with children, and the preservation of Guadalupe's unique character. Ms. Sanchez encouraged the Council to collaborate with the community and prioritize the well-being of residents over financial gains for the town. Ms. Sanchez



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highlighted the importance of preserving traditions, particularly for members of the Pascua Yaqui Tribe, and emphasized the need for the Council to thoroughly evaluate the project's implications for the community.

Mayor Molina called upon Enrique Vega to address Council. Mr. Vega acknowledged Guadalupe's rich cultural history dating back to 1904. Mr. Vega highlighted the continuous presence of families, including his own, that have been in the town for generations, specifically noting the arrival of the Yaqui people in 1910. Mr. Vega expressed concern about the impact of recent events on the community, referencing historical issues like the uprooting of a cemetery in Ahwatukee. Mr. Vega expressed support for those opposed to the proposed project, emphasizing the importance of considering its effects on the people of Guadalupe, particularly in terms of art, culture, and community participation. Mr. Vega called for the inclusion of indigenous voices in decision-making, stressing the need to preserve the Yaqui culture in Guadalupe.

Mayor Molina called upon Sandra Gonzales to address Council. Ms. Gonzales stated as a long-time resident of Guadalupe, there are concerns about the proposed Richman Group project. Ms. Gonzales suggested considering a project like Barrio Nuevo, emphasizing the importance of ensuring that the housing benefits the local community. Ms. Gonzales questioned the potential demographic impact of the housing project, citing examples of existing residences managed by organizations like Chicanos Por La Causa and the Pascua Yaqui Tribe. Ms. Gonzales raised questions about the types of people the project might attract and the potential impact on the community's character. Ms. Gonzales also discussed the town's financial history, mentioning a past offer from the Pascua Yaqui tribe to purchase the Mercado and contrasting it with the lower offer from the Richmond Group. Ms. Gonzales brought attention to a past meeting with Town staff regarding financial support for grave diggers, Ms. Gonzales stated promises were made to the grave diggers that have not been fulfilled. Ms. Gonzales urged the Council to address this matter promptly, emphasizing the need for financial support for the grave diggers beyond the promised three months. Ms. Gonzales offered to provide more details if necessary and stressed the importance of fulfilling commitments made to the community.

Mayor Molina called upon Patricia Jimenez to address Council. Ms. Jimenez questioned the Council's progress on the Guadalupe general plan and urged them to engage with the community for a new master plan that preserves the town's culture. Ms. Jimenez expressed concerns about the Richmond company's proposed development, emphasizing the need for appraisals, consideration of economic impact, and prioritization of the town's quality of life. Ms. Jimenez advised the Council not to fear attorneys and encouraged them to stand up for the people of Guadalupe.

Mayor Molina called upon Max Valencia to address Council. Mr. Valencia voiced skepticism about the Town Commons proposal, comparing it to deceptive proposals from the past. Mr. Valencia questioned the unverified claims of millions of dollars benefiting the community and the absence of a feasibility study to prove interest in living in Guadalupe. Mr. Valencia criticized the proposal's plan to develop a cultural center, stating that Guadalupe already possesses such elements organically. Mr. Valencia warned against potential community destruction through a lengthy debt burden and criticized the lack of awareness among Guadalupe residents, urging the Council to recognize the proposal as a questionable scheme.

Mayor Molina called upon Cristina Campoy to address Council. Ms. Campoy expressed concerns about the Richmond Group project. Drawing on her experience, she compared it to past instances where Guadalupe faced changes that did not necessarily benefit the community. Ms. Campoy urged the Council to exercise due diligence and consider the potential impact on the town's property and population. Ms. Campoy highlighted the significant increase in proposed 230 units compared to existing complexes, emphasizing potential strain on infrastructure, sewer systems, and property management. Ms. Campoy raised questions about the management of the project, potential health hazards, and the long-term impact on Guadalupe's character, fearing the possibility of gentrification. Ms. Campoy urged the Council to thoroughly evaluate the proposal's implications for the community's identity and well-being.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F. V. Fuerte
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F. MAYOR and COUNCIL PRESENTATION:

1. Mayor Molina read a proclamation declaring the week of October 8 – October 14, 2023, as Fire Prevention Week in the Town of Guadalupe. Mayor Molina stated the fire department had an open house on October 7, 2023, to promote fire safety. Mayor Molina emphasized the need for residents to maintain their yards to mitigate potential fire risks.
2. Mayor Molina read a proclamation declaring October 9, 2023, as Indigenous Peoples Day in the Town of Guadalupe.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. AK-CHIN INDIAN COMMUNITY GAMING GRANT INTERGOVERNMENTAL AGREEMENT (RESOLUTION NO. R2023.16)

Mayor Molina stated that this agenda item is for Council to consider and may take action to adopt Resolution No. R2023.16 authorizing the Mayor, or designee, to execute an intergovernmental agreement, IGA (Grant No: 23-07) (C2023-26), between the Ak-Chin Indian Community and the Town of Guadalupe to accept an awarded 12% Contribution Grant in the amount of \$75,000 for the replacement and purchase of three AEDs for use by the Guadalupe Fire Department and purchase new AEDs for installation in Town Hall, Senior Center, and the Public Works Department, and purchase cabinets with “stop the bleed” kits and a LUCAS automatic CPR machine.

Jeff Kulaga, Town Manager/Clerk stated the Town applied for \$179,000, and was awarded \$75,000, constituting 42% of this year's grants. Over the past six years, the Ak Chin Indian community has provided a total of \$460,000 in grants, with \$380,000, including the current one, allocated for fire equipment. Mr. Kulaga emphasized the importance of this funding source for ensuring the fire department has safe and current equipment. Staff recommends approval.

Mayor Molina thanked the Ak Chin Indian community for the continued support for the Town of Guadalupe.

Motion by Councilmember Bravo to adopt agenda item G1; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 5-0.

Councilmembers adopted Resolution No. R2023.16 authorizing the Mayor, or designee, to execute an intergovernmental agreement, IGA (Grant No: 23-07) (C2023-26), between the Ak-Chin Indian Community and the Town of Guadalupe to accept an awarded 12% Contribution Grant in the amount of \$75,000 for the replacement and purchase of three AEDs for use by the Guadalupe Fire Department and purchase new AEDs for installation in Town Hall, Senior Center, and the Public Works Department, and purchase cabinets with “stop the bleed” kits and a LUCAS automatic CPR machine.

2. FIRE STATION DRAINAGE IMPROVEMENTS ENGINEERING DESIGN CONTRACT (C2023-27)

Mayor Molina stated that this agenda item is for Council to consider and may take action to award a contract (C2023-27) to the Town Engineer, Dibble Engineering, for engineering design, construction document preparation, project management, and construction management services for drainage improvements for the Guadalupe Fire Station. The contract amount is \$59,821.00 and is funded through \$212,536 in Small Funding Assistance Program funds from the Flood Control District of Maricopa County.

Jeff Kulaga, Town Manager/Clerk stated this is the first step in addressing the flooding problems at the fire station's driveway and garage bays. With the approval of \$212,000 in grants from the Flood Control District of Maricopa County, \$59,000 is allocated for engineering design by Dibble



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Engineering. The town of Guadalupe will contribute \$119,000 for the estimated \$332,000 cost of improvements. The project aims to resolve drainage issues in front of the driveway, involving pipelines running from the Fire Station property to Magdalena, which will be placed underground.

In response to a question from Mayor Molina regarding the incline where the truck enters and experiences flooding, Vince Gibbons, the Town Engineer, confirmed that the project will solve that problem by diverting water underground to prevent flooding. Mr. Gibbons mentioned that the completion timeline is estimated to be seven to nine months, contingent on the processing time with the Flood Control District of Maricopa County.

In response to a question from Mayor Molina regarding the budget increase due to potential delays in the Flood Control District's review, Jeff Kulaga, Town Manager/Clerk mentioned that the current budget includes the engineer's estimate for material and labor costs. However, Mr. Kulaga acknowledged that costs may fluctuate, and further updates will be provided as necessary.

In response to a question from Councilmember Bravo regarding the inflation factor, Vince Gibbons, Town Engineer, stated that the contract includes fifteen to twenty percent inflation estimate.

Motion by Councilmember Fuerte to approve agenda item G2; second by Councilmember Soto. Motion passed unanimously on a voice vote 5-0.

Councilmembers approved a contract (C2023-27) to the Town Engineer, Dibble Engineering, for engineering design, construction document preparation, project management, and construction management services for drainage improvements for the Guadalupe Fire Station. The contract amount is \$59,821.00 and is funded through \$212,536 in Small Funding Assistance Program funds from the Flood Control District of Maricopa County.

3. EXECUTIVE SESSION

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

a. Richman Group Proposal.

Motion by Councilmember Bravo to convene into Executive Session; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 5-0.

Councilmembers voted to convene into an executive session.

Motion by Councilmember Soto to exit Executive Session; second by Councilmember Bravo. Motion passed unanimously on a voice vote 5-0.

Councilmembers voted to exit executive session.



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Vice Mayor

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H. TOWN MANAGER/CLERK'S COMMENTS

Jeff Kulaga, Town Manager / Clerk

- o Announced Guadalupe bridge closure commencing Friday, October 13 – Monday, October 16 for repairs associated with the ADOT I-10 Broadway Curve Project.

I. COUNCILMEMBERS' COMMENTS

Councilmember Bravo

- o Thanked the community for taking interest in the Town's proceedings for the betterment of the Town.

Councilmember Fuerte

- o Thanked Staff for their work.

Councilmember Soto

- o Thanked the community for attending the meeting tonight and invited the community to be more involved.
- o Announced Spooktacular will be held on October 27 at Frank School Elementary.

Mayor Molina

- o Thanked the community for attending the meeting tonight.
- o Thanked staff for their work.
- o Announced Community clean up October 13.
- o Announced Kyrene School District family night October. 30.
- o Invited the community to the next council meeting on October 26.

J. ADJOURNMENT

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

The meeting was adjourned at 8:40 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 October 12, 2023, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Jeff Kulaga, Town Manager / Town Clerk



Minutes Town Council Special Meeting October 18, 2023

Minutes of the Guadalupe Town Council Special Meeting held on Wednesday, October 18, 2023, 2:00 p.m., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Conference Room #106, Guadalupe, Arizona. *Councilmembers may participate via teleconference or other remote electronic means.*

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F. V. Fuerte
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
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A. CALL TO ORDER

Mayor Molina called the meeting to order at 2:13 p.m.

B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina, Vice Mayor Ricardo Vital, Councilmember Mary Bravo, Councilmember Esteban F.V. Fuerte

Councilmembers Absent: Councilmember Joe Sánchez and Councilmember Elvira Osuna

Staff Present: Jeff Kulaga, Town Manager / Clerk, David Ledyard Town Attorney, Joe Estes, Town Attorney, Rocio Ruiz, Deputy Town Clerk, and Chris Anaradian, Consultant

C. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. EXECUTIVE SESSION

Motion by Councilmember Bravo to convene into Executive Session; second by Vice Mayor Vital. Motion passed unanimously on a voice vote 5-0.

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

- a. Zoning Code Violation – 9215 S. Calle Vaou Nawi
- b. Sign Code – 5300 S. Priest Drive
- c. Zoning Code Violation – 5605 & 5740 E. Calle Mexico
- d. Rezoning – 8222 S. Avenida del Yaqui
- e. Richman Group Proposal
- f. Town Manager / Clerk Annual Performance Evaluation



C. ADJOURNMENT

Motion by Vice Mayor Vital to adjourn the Special Council Meeting; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 5-0.

The meeting was adjourned at 4:26 p.m.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Town Clerk

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F. V. Fuerte
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

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CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the October 18, 2023, Town of Guadalupe, Town Council Special Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Jeff Kulaga, Town Manager / Town Clerk

RESOLUTION NO. R2023.19**A RESOLUTION OF THE TOWN OF GUADALUPE COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, RENAMING CALLE VAUO NAWI, A STREET LOCATED BETWEEN SOUTH CALLE VAUO NAWI ON THE WEST AND THE HIGHLINE CANAL PATH ON THE EAST.**

WHEREAS, the Town is authorized by the Guadalupe Town Code regulate and control its roads and rights-of-ways, to include naming and renaming of existing or newly established streets; and

WHEREAS, the portion of Calle Vauro Nawi including the parcel numbers: 301-44-010L, 301-44-010M, 301-44-010G, 301-44-010J, 301-44-011D, 301-44-389, 301-44-390, 301-44-391, 301-44-392 were previously named in a manner that was inconsistent with the standard naming conventions due to intersecting with another street also named Calle Vauro Nawi; and

WHEREAS, the renaming of this segment of Calle Vauro Nawi provides for improved public safety by clarifying the location for emergency vehicles; and

WHEREAS, the Town of Guadalupe has purchased the necessary right-of-way from the owner of the parcel number 301-44-010M to provide proper access on October 11, 2023; and

WHEREAS, the Town Council is willing to rename the street in recognition of the Quintero family's sale of the necessary property to the Town of Guadalupe.

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

Section 1. That effective immediately South Calle Vauro Nawi as shown in Exhibit 1, shall be and hereby is, renamed Calle Quintero.

Section 2. That the Town Manager is hereby authorized and directed to make the necessary change to the official maps of the Town and install new street name signs and all other actions necessary to carry out the intent of this Resolution.

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF
GUADALUPE, ARIZONA, THIS 14th DAY OF DECEMBER 2023.**

Valerie Molina, Mayor

ATTEST:

Approved as to Form:

Jeff Kulaga
Town Manager/Clerk

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



G2. Calle Quintero street name change

- Proposed address:



	APN Lot	301-44-010M	301-44-010G	301-44-010J
Current	S. Calle Vaou Nawi	9645	9649	9651
Recommended	E. Calle Quintero	5908	5916	5920

G2. Calle Quintero street name change

Next Steps:

Notify:

Residents: by certified letter, provide resource guide to aid in address change with other agencies (banks, insurance, etc.). December 2023

Public agencies: emergency and public safety services, City of Tempe water utilities, post office, county assessor, and county recorder. December 2023

Install sign: January 2024 after notifications



State of Arizona
Department of Liquor Licenses and Control

24
Job# 262410
Guadalupe
CA

Created 11/03/2023 @ 03:56:36 PM
Local Governing Body Report

LICENSE

Number: 09070095 Type: 009 LIQUOR STORE
Name: GUADALUPE MARKET
State: Pending
Issue Date: Expiration Date: 12/31/2023
Original Issue Date: 05/11/1984
Location: 8207 S AVENIDA DEL YAQUI
GUADALUPE, AZ 85283
USA
Mailing Address: 736 S LONGMORE STREET
CHANDLER, AZ 85224
USA
Phone: (480)839-2759
Alt. Phone: (602)738-1421
Email: MERECOINC@GMAIL.COM

Currently, this license has pending applications.

AGENT

Name: LAUREN KAY MERRETT
Gender: Female
Correspondence Address: 736 S LONGMORE STREET
CHANDLER, AZ 85224
USA
Phone: (602)738-1421
Alt. Phone:
Email: MERECOINC@GMAIL.COM

OWNER

Name: NIHAL LLC
Contact Name: LAUREN MERRETT
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23547765 State of Incorporation: AZ
Incorporation Date: 06/26/2023
Correspondence Address: 736 S LONGMORE STREET
CHANDLER, AZ 85224
USA
Phone: (602)738-1421
Alt. Phone:
Email: MERECOINC@GMAIL.COM

Officers / Stockholders

Name:	Title:	% Interest:
HARDIP SINGH	Mgr-Member	50.00
HARSIMRAT SINGH	Member	50.00

NIHAL LLC - Member

Name: HARSIMRAT SINGH
 Gender: Male
 Correspondence Address: 736 S LONGMORE STREET
 CHANDLER, AZ 85224
 USA
 Phone: (480)335-5653
 Alt. Phone:
 Email: MERECOINC@GMAIL.COM

NIHAL LLC - Mgr-Member

Name: HARDIP SINGH
 Gender: Male
 Correspondence Address: 736 S LONGMORE STREET
 CHANDLER, AZ 85224
 USA
 Phone: (480)794-0325
 Alt. Phone:
 Email: MERECOINC@GMAIL.COM

APPLICATION INFORMATION

Application Number: 262410
 Application Type: Owner Transfer
 Created Date: 10/10/2023

QUESTIONS & ANSWERS

009 Liquor Store

- 1) Are you applying for an Interim Permit (INP)?
 Yes
 A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
 No
- 8) Did the Premises phone number change?
 No
- 10) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)
 Frank Elementary School
 8409 S Avenida del Yaqui,
 Guadalupe, AZ 85283
 500 ft

- 11) Are you one of the following? Please indicate below.
 Property Tenant
 Subtenant
 Property Owner
 Property Purchaser
 Property Management Company
 Property owners
- 12) Is there a penalty if lease is not fulfilled?
 No
- 13) What is the total money borrowed for the business not including the lease?
 Please list lenders/people owed money for the business.
 Personal investment
- 14) Is there a drive through window on the premises?
 No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet
 N/A
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
 No
- 17) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
 Undisclosed

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ALIEN STATUS	My alienstat_access copy (Merged) copy.pdf	10/10/2023
ORGANIZATIONAL DOCUMENTS	Fliw Chart copy.pdf	10/10/2023
DIAGRAM/FLOOR PLAN	Diagram.pdf	10/13/2023
INTERIM PERMIT (INP) NOTARY PAGE	IP signed copy copy.pdf	10/13/2023
QUESTIONNAIRE	1 Q x 3 (Merged) correct.pdf	10/13/2023

State of Arizona
Department of Liquor Licenses and Control

Created 11/03/2023 @ 03:56:43 PM

Local Governing Body Report

LICENSE

Number:	INP070025815	Type:	INP INTERIM PERMIT
Name:	GUADALUPE MARKET		
State:	Active		
Issue Date:	11/03/2023	Expiration Date:	12/31/2023
Original Issue Date:	11/03/2023		
Location:	8207 S AVENIDA DEL YAQUI GUADALUPE, AZ 85283 USA		
Mailing Address:	736 S LONGMORE STREET CHANDLER, AZ 85224 USA		
Phone:	(480)839-2759		
Alt. Phone:	(602)738-1421		
Email:	MERECOINC@GMAIL.COM		

AGENT

Name:	LAUREN KAY MERRETT
Gender:	Female
Correspondence Address:	736 S LONGMORE STREET CHANDLER, AZ 85224 USA
Phone:	(602)738-1421
Alt. Phone:	
Email:	MERECOINC@GMAIL.COM

OWNER

Name:	NIHAL LLC		
Contact Name:	LAUREN MERRETT		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23547765	State of Incorporation:	AZ
Incorporation Date:	06/26/2023		
Correspondence Address:	736 S LONGMORE STREET CHANDLER, AZ 85224 USA		
Phone:	(602)738-1421		
Alt. Phone:			
Email:	MERECOINC@GMAIL.COM		

Officers / Stockholders

Name:	Title:	% Interest:
HARDIP SINGH	Mgr-Member	50.00
HARSIMRAT SINGH	Member	50.00

NIHAL LLC - Member

Name: HARSIMRAT SINGH
Gender: Male
Correspondence Address: 736 S LONGMORE STREET
CHANDLER, AZ 85224
USA
Phone: (480)335-5653
Alt. Phone:
Email: MERECOINC@GMAIL.COM

NIHAL LLC - Mgr-Member

Name: HARDIP SINGH
Gender: Male
Correspondence Address: 736 S LONGMORE STREET
CHANDLER, AZ 85224
USA
Phone: (480)794-0325
Alt. Phone:
Email: MERECOINC@GMAIL.COM

APPLICATION INFORMATION

Application Number: 262848
Application Type: New Application
Created Date: 10/13/2023

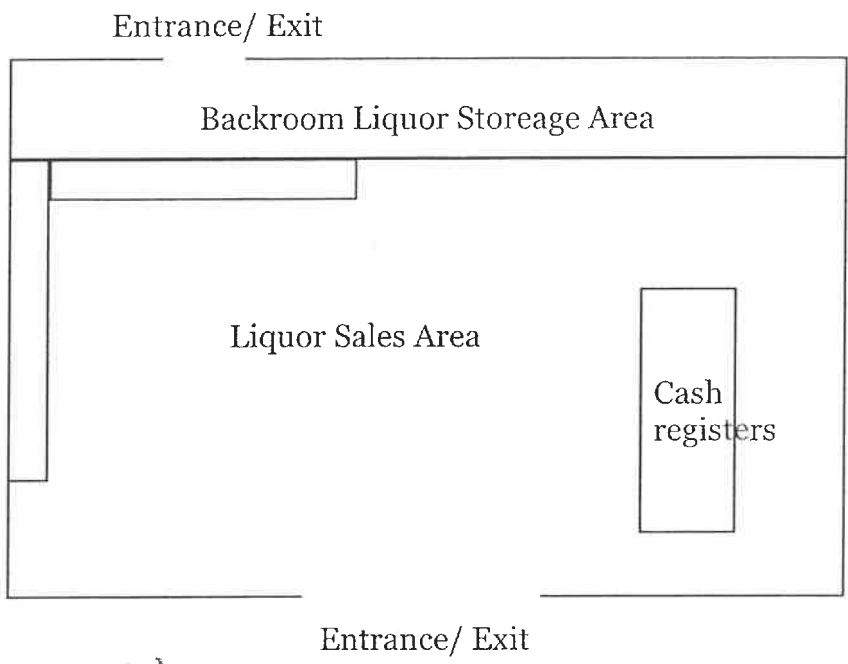
QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
- 2) Is the license currently in use?
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?

23 OCT 16 Lic. Lic. #1040

Guadalupe Market
8207 S Avienda Del Yaqui
Guadalupe AZ 85283
1950 ft.²





TOWN OF GUADALUPE
BUSINESS LICENSE APPLICATION
 9241 South Avenida del Yaqui, Guadalupe, Arizona 85283
 480-730-3080; fax: 480-505-5367; Email: ruiz@guadalupeaz.org

Applicant/Agent Name: Merrett, Lauren Kay Date: _____
 (Provide State ID) Print: Last First M.I.

Business Name: Guadalupe Market Business Phone: 480/839/2759

Business Address: 8207 S Alveinda Del Yaqui Guadalupe AZ 85283

Mailing Address: 8207 S Alveinda Del Yaqui Guadalupe AZ 85283 City State Zip Code
 City State Zip Code

Type of Business: Liquor/convenience store Email: azliquorz@gmail.com

State Transaction Privilege Tax License #: 21529765 Registrars of Contractor #: N/A

(Guadalupe must be listed as Program City) (Attach a Copy) (Attach a Copy)

Project: N/A Location: _____

Food Sales: Maricopa County Environmental Food Service Permit # _____
(Attach a Copy of Permit & Inspection)

BUSINESS LICENSE FEE

<u>Type</u>	<u>Fee</u>	
<input type="checkbox"/> Massage Parlor	\$100 per month, \$75 per mo per attendant	
<input type="checkbox"/> Palmistry/Fortune Telling	\$100 per month, \$75 per mo per attendant	
<input type="checkbox"/> Salesman (Door to Door)	\$100 per year	
<input type="checkbox"/> Stands	\$ 55 per year	
<input type="checkbox"/> Mobile Stands	\$100 per year	
<input type="checkbox"/> Pawnbrokers	\$300 per year	
<input type="checkbox"/> Junk Dealers	\$ 50 per quarter	
<input type="checkbox"/> Junk Collectors	\$100 per quarter	
<input type="checkbox"/> Secondhand Stores	\$ 50 per quarter	
<input type="checkbox"/> Salvage Yards (auto)	\$ 50 per quarter	
<input type="checkbox"/> Carnival	\$100 per day	
<input type="checkbox"/> Special Event (one day)	\$ 25 per event	
<input type="checkbox"/> Special Event (more than one day)	\$ 35 per event	
<input checked="" type="checkbox"/> All other businesses, occupations, professions, trades or callings.	\$ 55 per year	Total Fee: \$ _____

LIQUOR LICENSE FEE SCHEDULE

<u>Series</u>	<u>Application</u>	<u>Issuance</u>	<u>Annual</u>	<u>Total</u>
<input type="checkbox"/> 1.In State Producer	\$ 100	\$1850	\$800	_____
<input type="checkbox"/> 3.Microbrewery	\$ 100	\$ 600	\$800	_____
<input checked="" type="checkbox"/> 10.Beer & Wine Store	\$ 100	\$1550	\$800	_____
<input type="checkbox"/> 11.Hotel/Motel	\$ 100	\$2000	\$800	_____
<input type="checkbox"/> 12.Restaurant	\$ 100	\$2000	\$800	_____
<input type="checkbox"/> 14.Club	\$ 100	\$1150	\$800	_____



Notice of Public Hearing

The Guadalupe Town Council will hold a public hearing on Thursday, December 14, 2023, at 6:00 p.m., Guadalupe Town Hall, 9241 S. Avenida del Yaqui, Council Chambers, Guadalupe, AZ 85283, to receive public comment on the following:

PUBLIC HEARING – SERIES #9 LIQUOR STORE LIQUOR LICENSE APPLICATION

Owner/Agent: Lauren Kay Merrett

Business Name: Nihal LLC

Business Address: 8207 South Avenida del Yaqui, Guadalupe, AZ 85283

Application Number/Type: 09070095/ 009 Liquor Store

Per State Statute, the Guadalupe Town Council may make a recommendation of APPROVAL, DENIAL, OR NO RECOMMENDATION to the Arizona Department of Liquor Licenses and Control.

Written comments or objections may be filed via email at clerk@guadalupeaz.org prior to, or at the hearing. Copies of the Application are available for review at Guadalupe Town Hall.

Town of Guadalupe
9241 South Avenida del Yaqui
Guadalupe, AZ 85283
(480) 730-3080

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

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

RR# 3760651

COPY OF NOTICE

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

Reference #

Notice Type: MCHRG NOTICE OF HEARING

Ad Description

LIQUOR LICENSE NIHALL LLC

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):

11/29/2023

Notice of Public Hearing The Guadalupe Town Council will hold a public hearing on Thursday, December 14, 2023, at 6:00 p.m., Guadalupe Town Hall, 9241 S. Avenida del Yaqui, Council Chambers, Guadalupe, AZ 85283, to receive public comment on the following: PUBLIC HEARING – SERIES #9 LIQUOR STORE LIQUOR LICENSE APPLICATION
Owner/Agent: Lauren Kay Merrett
Business Name: Nihal LLC Business
Address: 8207 South Avenida del Yaqui, Guadalupe, AZ 85283
Application Number/Type: 09070095/009 Liquor Store Per State Statute, the Guadalupe Town Council may make a recommendation of APPROVAL, DENIAL, OR NO RECOMMENDATION to the Arizona Department of Liquor Licenses and Control. Written comments or objections may be filed via email at clerk@guadalupeaz.org prior to, or at the hearing. Copies of the Application are available for review at Guadalupe Town Hall.
11/29/23

RR-3760651#

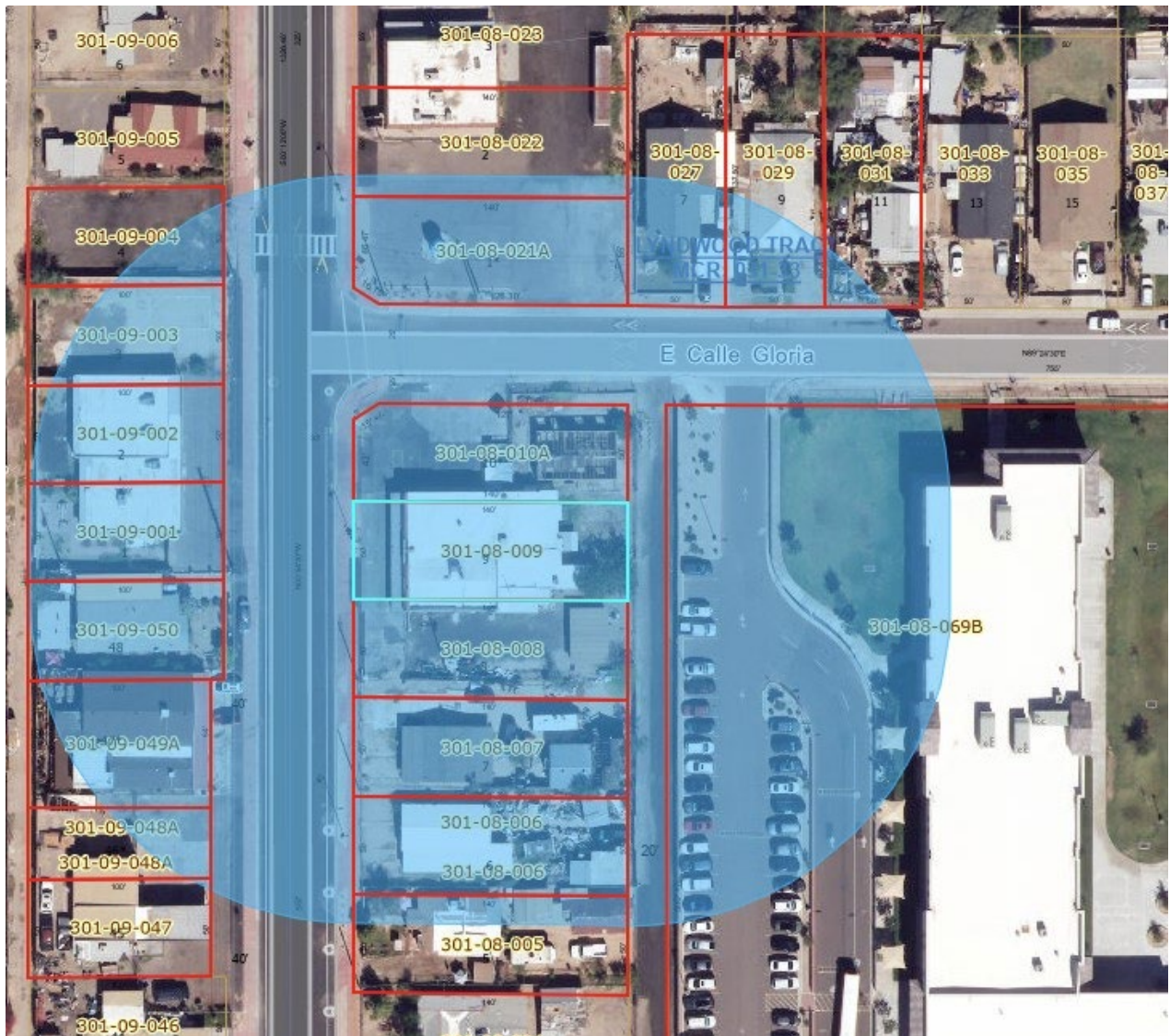
The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	\$2.40
Arizona Sales Tax	\$0.01
Total	\$2.41

Your Legal Publishing



8207 S AVENIDA DEL YAQUI
PUBLIC NOTIFICATION: 150-FOOT REQUIREMENT





**Local Governing Body
Recommendation
A.R.S. § 4-201(C)**

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

City or Town of: _____ Liquor License/Application #: _____
(Circle one) (Arizona license/application #)

County of: _____ City/Town/County #: _____

Licensed establishment that will be operating within an "entertainment district" as described in A.R.S. §4-207(D)(2),

_____ (Name of entertainment district) _____ (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

The _____ at a _____ meeting held
(Governing body) (Regular or special)

on the _____ of _____, _____ considered the application of _____
(Day) (Month) (Year) (Name of applicant)

for a license to sell spirituous liquor at the premises described in the application as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF _____
(Name of applicant)
to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended
for _____.
(Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

Dated at _____ on _____
(Location) (Day) (Month) (Year)

(Printed name of city, town or county clerk) (Signature of city, town or county clerk)



POSTING

Job# _____
DLLC use only

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

Date of Posting: ____/____/____ Date of Posting Removal: ____/____/____

Applicant's Name: _____
Last First Middle

Business Address: _____
Street City Zip

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Print Name of City/County Official Title Phone Number

Signature Date Signed

Return this affidavit with your recommendations or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.



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: Yusucu & Carmen Billboards
 Existing use of property: Billboard
 Proposed use of property: Billboard
 Existing zoning: C-Mix Requested zoning (if applicable): N/A

PROPERTY INFORMATION:

Address: 96 00S 54th ST Guadalupe AZ 85283
 Legal Description*: Section _____ Township _____ Range _____
 Maricopa County Assessor's Parcel Number (APN)*: 301-42-033
 Subdivision Name & Lot # (if applicable/available) Calle Caremn
 *Available at: <https://mcassessor.maricopa.gov/>

APPLICANT INFORMATION:

Name: Clear Channel Outdoor
 Mailing Address: 2325 E Camelback RD
 Contact phone #: 602-381-4741 Email: PaulHickman@ClearChannel.com
 Status (owner, agent, lessee, etc): Lessee

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: Town of Guadalupe

Mailing Address: 9050 S AVENIDA DEL YAQUI GUADALUPE AZ USA 85283

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.

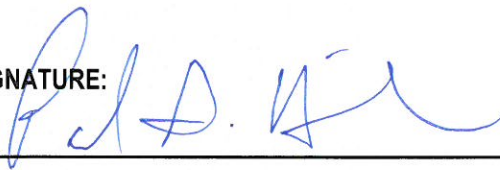
Remove existing billboard structures and build new billboard structures and convert existing print panels to digital..

FEE SCHEDULE:

Type of Application	Fee	Calculate Fees
Appeals of administrative decisions	\$25	
Site plan review application	\$50	
Amendments to the Zoning Map for:		
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	
Conditional Use Permits		
Manufactured homes	\$50	
All other	\$50	\$10,000
Variances		
Single-family residential	\$50	
All other	\$50	
TOTAL		\$10,000

Paid \$10,000 - October 25th, 2023

APPLICANT SIGNATURE:



(Signature)

10-24-23

(Date)

STAFF USE ONLY

Town of Guadalupe Review Process

Case# _____

Zoning District: _____

Date of Application: October 24th, 2023

Fee: \$10,000

Accepted by: Sam Amaya

Date Application Deemed Acceptable by Staff: October 25th, 2023

Date of Legal Advertisement: November 28th, 2023

Date(s) of Public Hearing(s): December 14th, 2023

Council Decision: _____



TOWN OF GUADALUPE – ZONING CODE SETBACK REQUIREMENTS

RESIDENTIAL ZONING DISTRICTS – TOWN CODE §154.066 (E) (1) & (2)

Zoning District	Minimum Lot Area per D.U. First 2 D.U.	Minimum Lot Area per D.U. Add'l D.U.	Minimum Lot Width	MINIMUM YARD SETBACKS				Maximum Building Height
				Front	Side	Street Side	Rear	
R-2	5,000 square feet		75'	25'	7'*	20'	20'	30'
R-3	5,000 square feet	2,500 square feet	100'	20'	7'*	15'	15'	30'
R-4	5,000 square feet	1,250 square feet	100'	20'	7'*	15'	15'	30'

*For ease of access, 1 side shall be at least 10 feet in width. Churches and schools 35 feet on each side.

The minimum provisions listed above shall not apply to any lot of smaller size already of record in the office of the County Recorder of Maricopa County, Arizona, before the effective date of this chapter.

Zoning District	MINIMUM YARD SETBACKS				Maximum Height
	Front	Side	Street Side	Rear	
R-1-9	30'	10'	20'	10'	30'
R-1-6	25'	7'	15'	10'	30'

The minimum provisions listed above shall not apply to any lot of smaller size already of record in the office of the County Recorder of Maricopa County, Arizona, before the effective date of this chapter.

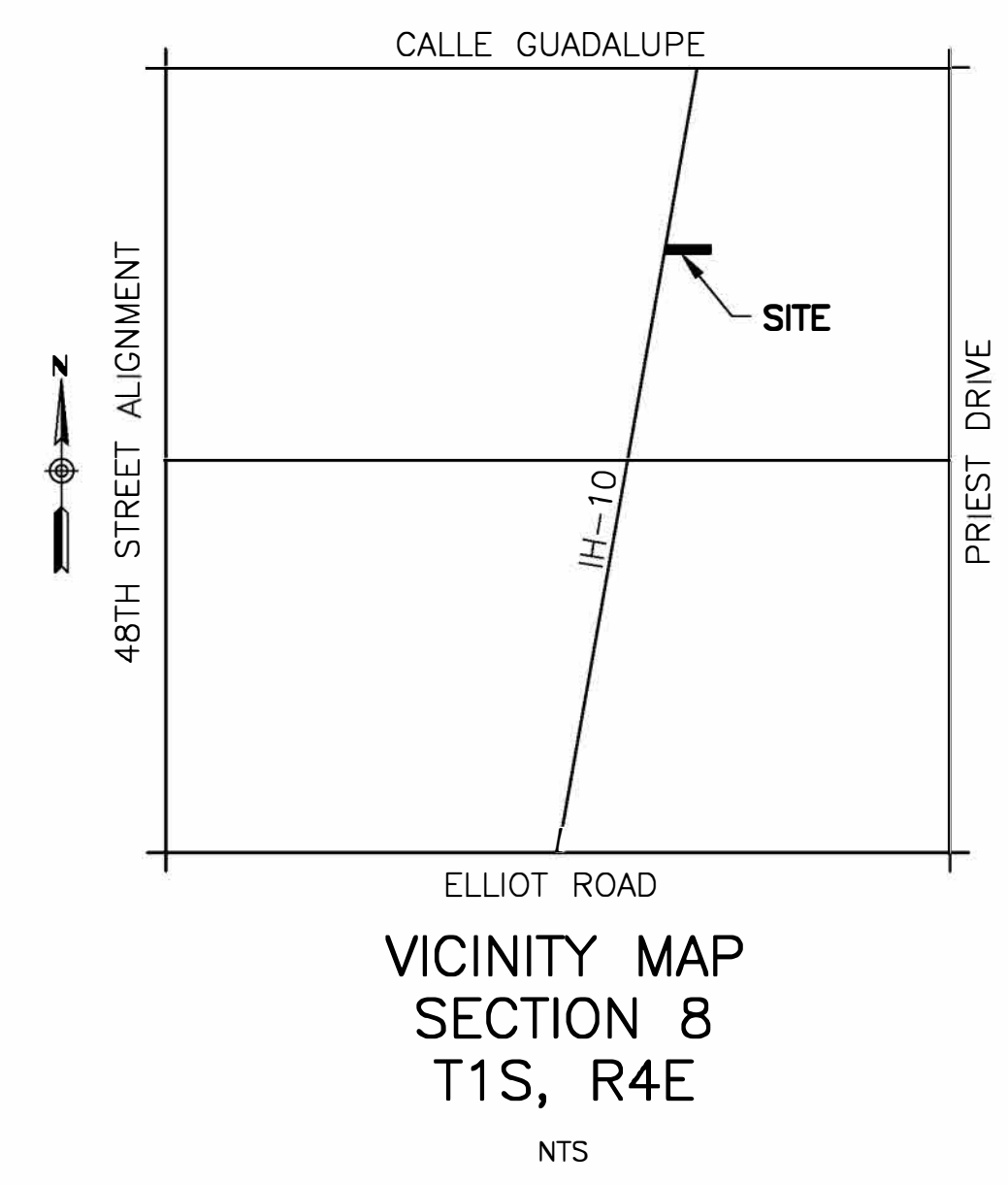
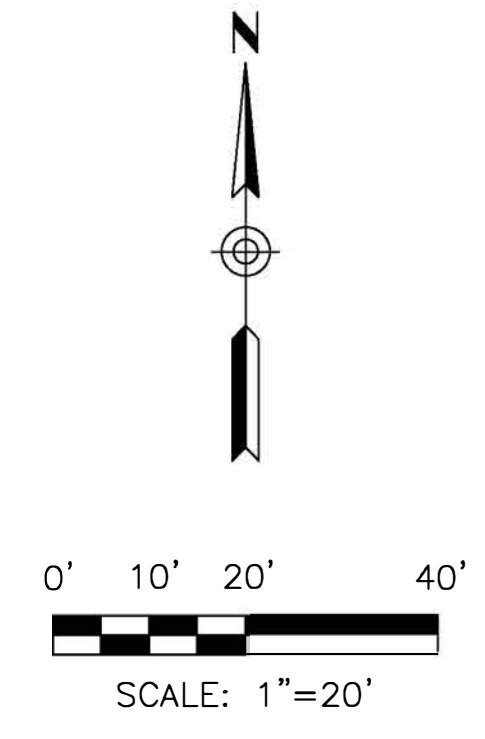
COMMERCIAL ZONING DISTRICTS – TOWN CODE §154.067(F)

Zoning District	MINIMUM YARD SETBACKS				Maximum 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'

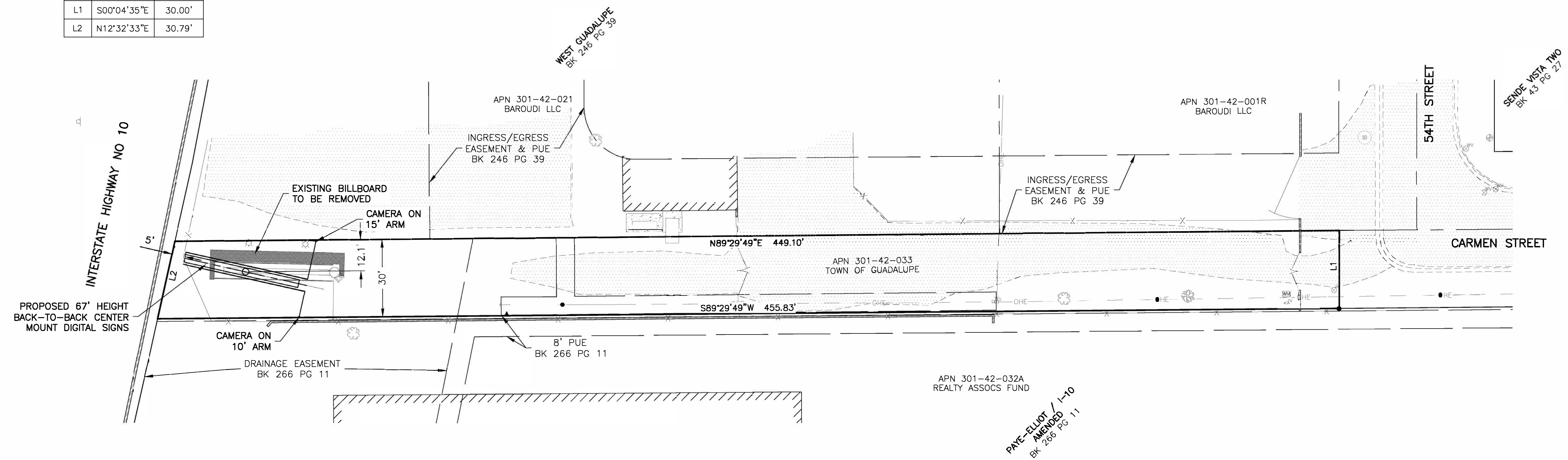
The minimum provisions listed above shall not apply to any lot of smaller size already of record in the office of the County Recorder of Maricopa County, Arizona, before the effective date of this chapter.

LEGEND

	FOUND BRASS CAP IN HANDHOLE		MAILBOX		TREE
	FOUND BRASS CAP FLUSH		ELECTRIC METER		GATE
	FOUND REBAR		POWER POLE		UTILITY POLE
	SECTION LINE		TELEVISION PEDESTAL		GUY WIRE
	MID-SECTION LINE		CONCRETE		ASPHALT PAVEMENT
	CENTERLINE		WALL		
	BOUNDARY LINE				
	FENCE LINE				
	RIGHT OF WAY LINE				
	CURB				
	OVERHEAD ELECTRIC				



LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S00°04'35"E	30.00'
L2	N12°32'33"E	30.79'



REFERENCE DOCUMENTS
 FINAL PLAT BK 32 PG 8
 FINAL PLAT BK 81 PG 2
 FINAL PLAT BK 97 PG 37
 ADOT PROJ: I-010-C-802

BASIS OF BEARING
 THE CITY OF TEMPE HORIZONTAL AND VERTICAL COORDINATE SYSTEM IS THE BASIS OF BEARINGS FOR THIS SURVEY.

GENERAL NOTES
 THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAKES NO WARRANTY AS TO THE EXISTENCE OF ADDITIONAL EASEMENTS AND/OR RESTRICTIONS TO THE AFFECTED PARCELS.
 ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED VALUES UNLESS OTHERWISE NOTED.
 SURVEY PLATTED HEREON DOES NOT PURPORT TO VERIFY OWNERSHIP.

SITE ADDRESS
 9600 SOUTH 54TH STREET
 GUADALUPE, AZ 85283

PARCEL DESCRIPTIONS:
 A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEING ALL OF LOT 1B OF PAYE-ELLIOT / I-10 AMENDED PLAT AS RECORDED IN BOOK 266 OF MAPS ON PAGE 11, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA.

CERTIFICATION
 THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS" ADOPTED IN FEB., 2014, AND THAT THE SURVEY SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND WAS SURVEYED AND DRAWN UNDER MY DIRECTION IN THE MONTH OF MARCH, 2023.



7878 N. 16th Street
 Suite 300
 Phoenix, AZ 85020
 P 602.957.1155
 F 602.957.2838
 www.dibblecorp.com

SITE PLAN
 IN THE NORTHEAST 1/4 OF SECTION 8, T1S, R4E,
 GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY,
 ARIZONA

OWNER: TOWN OF GUADALUPE

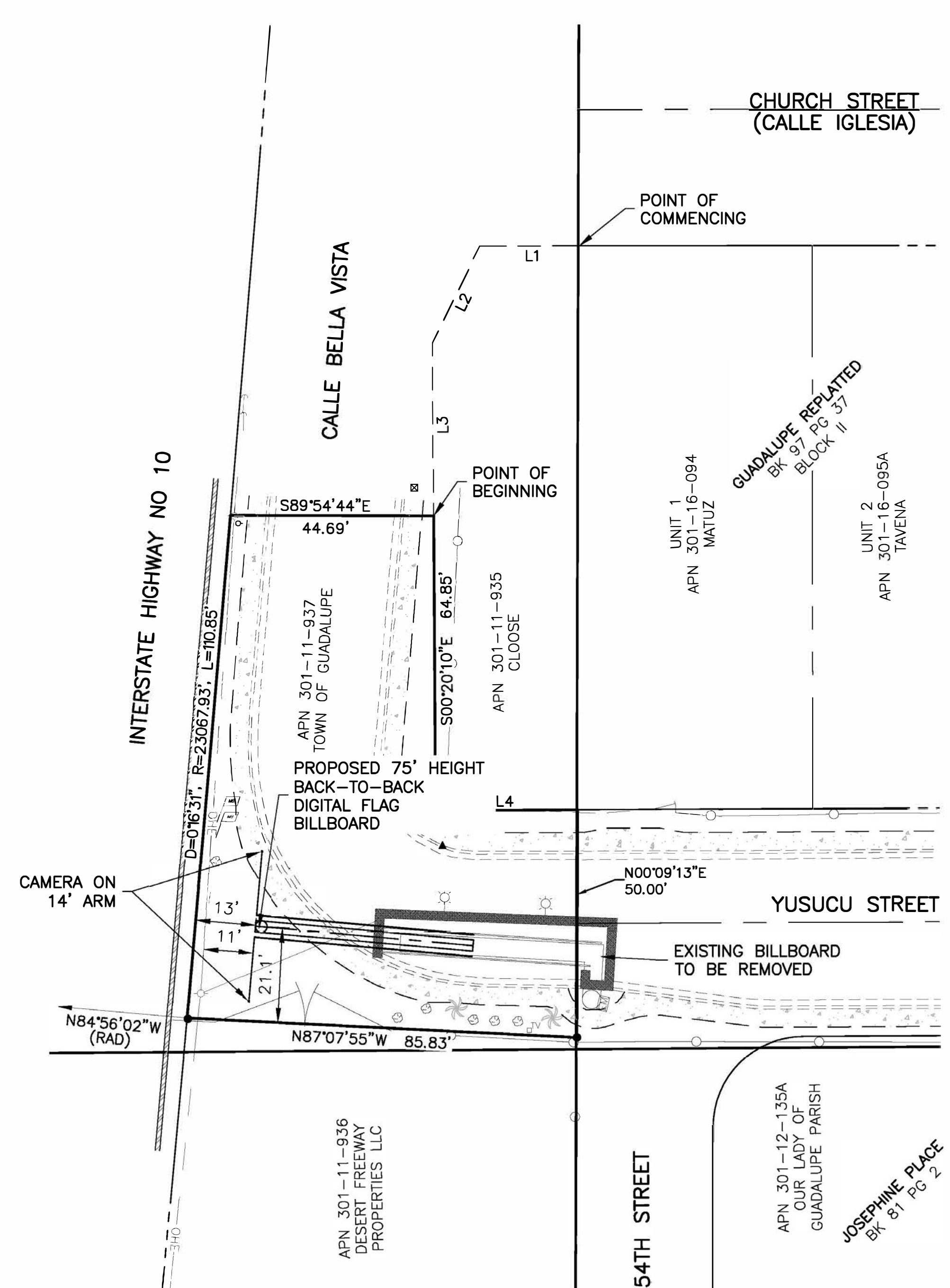
PROJECT NO: 1123033	DATE: MAR 2023	SCALE: AS SHOWN	REVIEWED: JB
SURVEYED: MAR 2023	DRAWN: CSD	REVIEWED: CSD	REVIEWED: CSD
FIELD WORK: MAC	REVISIONS:		

SHEET

1

OF 1

FILE:///C:/Users/steve/Desktop/Projects/1123033/01-01-2023/0303-SITE/PLAT.dwg DATE: 19 2023 TIME: 08:07 am



LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S89°56'09"W	21.77'
L2	S26°00'10"W	23.78'
L3	S00°20'10"E	37.98'
L4	N89°40'02"E	31.26'

SITE ADDRESS
 5402 CALLE YUSUCU
 GUADALUPE, AZ 85283

GENERAL NOTES

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAKES NO WARRANTY AS TO THE EXISTENCE OF ADDITIONAL EASEMENTS AND/OR RESTRICTIONS TO THE AFFECTED PARCELS.

ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED VALUES UNLESS OTHERWISE NOTED.

SURVEY PLATTED HEREON DOES NOT PURPORT TO VERIFY OWNERSHIP.

PARCEL DESCRIPTIONS:

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

COMMENCING AT THE NORTHWEST CORNER OF UNIT 1, BLOCK 11, GUADALUPE REPLATTED, A SUBDIVISION RECORDED IN BOOK 97 OF MAPS, PAGE 37, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS WEST, ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID UNIT 1, A DISTANCE OF 21.77 FEET;

THENCE SOUTH 26 DEGREES 02 MINUTES 03 SECONDS WEST, A DISTANCE OF 24.45 FEET;

THENCE SOUTH 00 DEGREES 18 MINUTES 17 SECONDS EAST, A DISTANCE OF 40.31 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 18 MINUTES 17 SECONDS EAST, A DISTANCE OF 64.85 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID UNIT 1;

THENCE NORTH 89 DEGREES 35 MINUTES 47 SECONDS EAST, A DISTANCE OF 31.48 FEET TO THE SOUTHWEST CORNER OF SAID UNIT 1;

THENCE SOUTH 00 DEGREES 12 MINUTES 37 SECONDS WEST, ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 47.57 FEET;

THENCE NORTH 87 DEGREES 12 MINUTES 10 SECONDS WEST, A DISTANCE OF 85.67 FEET MORE OR LESS, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 10, SAID POINT BEING A NON-TANGENT POINT ON A CURVE CONCAVE TO THE WEST, WHOSE RADIUS POINT BEARS NORTH 87 DEGREES 12 MINUTES 10 SECONDS WEST, A DISTANCE OF 23,068.32 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0 DEGREES 16 MINUTES 07 SECONDS, AN ARC LENGTH OF 108.20 FEET;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, NORTH 80 DEGREES 41 MINUTES 43 SECONDS EAST, A DISTANCE OF 44.46 FEET TO THE POINT OF BEGINNING.

REFERENCE DOCUMENTS

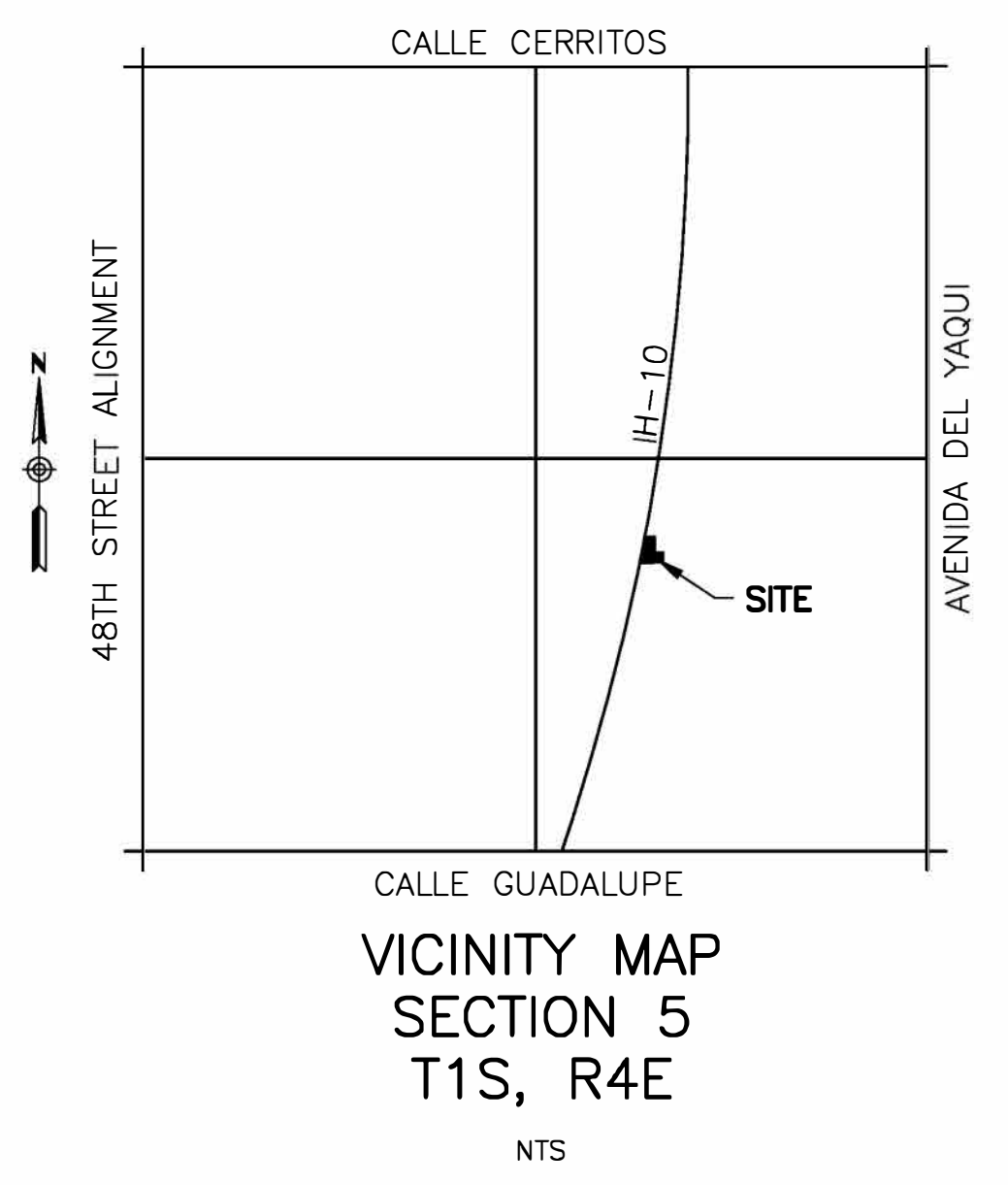
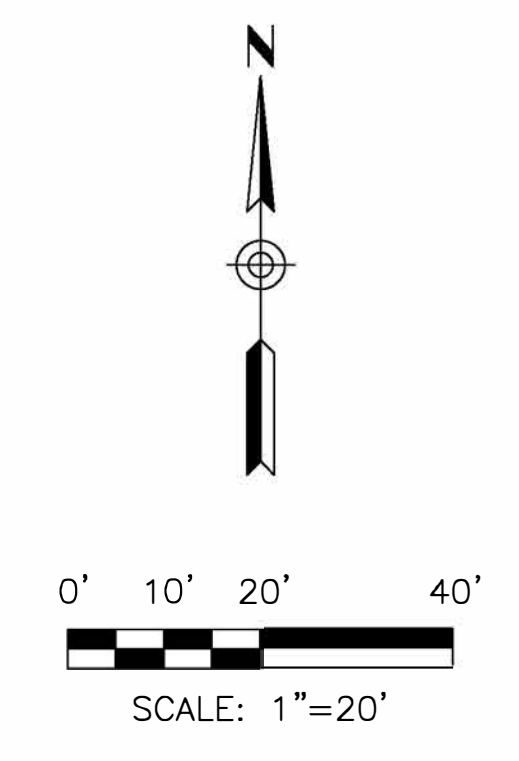
FINAL PLAT BK 32 PG 8
 FINAL PLAT BK 81 PG 2
 FINAL PLAT BK 97 PG 37
 ADOT PROJ: I-010-C-802

BASIS OF BEARING

THE CITY OF TEMPE HORIZONTAL AND VERTICAL COORDINATE SYSTEM IS THE BASIS OF BEARINGS FOR THIS SURVEY.

CERTIFICATION

THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS" ADOPTED IN FEB., 2014, AND THAT THE SURVEY SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND WAS SURVEYED AND DRAWN UNDER MY DIRECTION IN THE MONTH OF MARCH, 2023.



DIBBLE

7878 N. 16th Street
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 Phoenix, AZ 85020
 P 602.957.1155
 F 602.957.2838
 www.dibblecorp.com

SITE PLAN

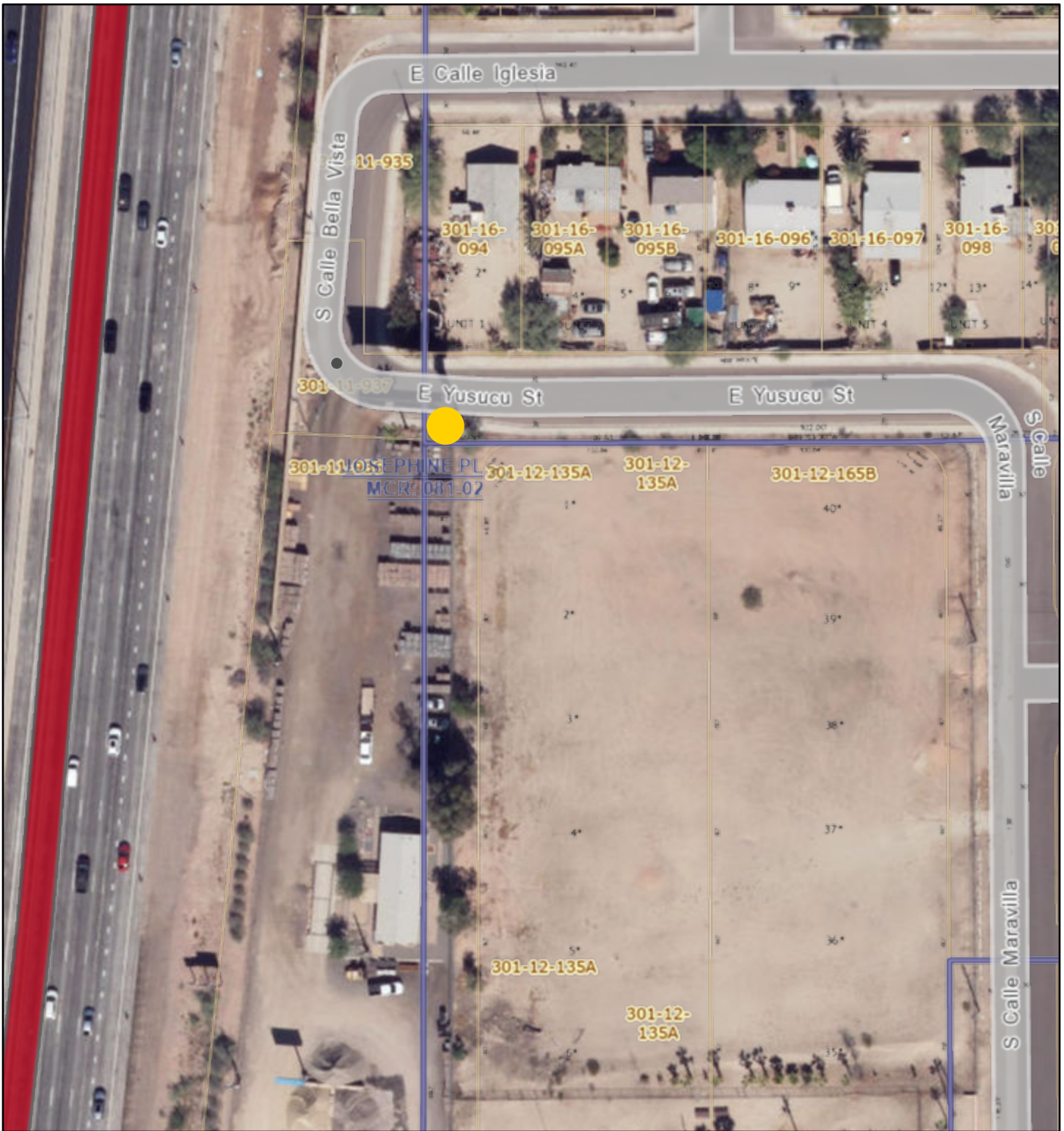
IN THE NORTHEAST 1/4 OF SECTION 8, T1S, R4E,
 GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY,
 ARIZONA

OWNER: TOWN OF GUADALUPE

PROJECT NO: 1123033	DATE: MAR 2023	SCALE: AS SHOWN
SURVEYED: MAR 2023	DRAWN: CSD	REVIEWED: JB
FIELD WORK: MAC		REVIEWED: CSD
REVISIONS:		
SHEET	1	OF 1

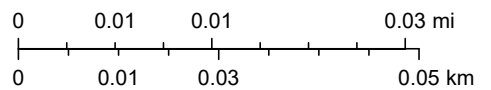
Map

↑ North⁴⁴



December 1, 2023

1:1,128

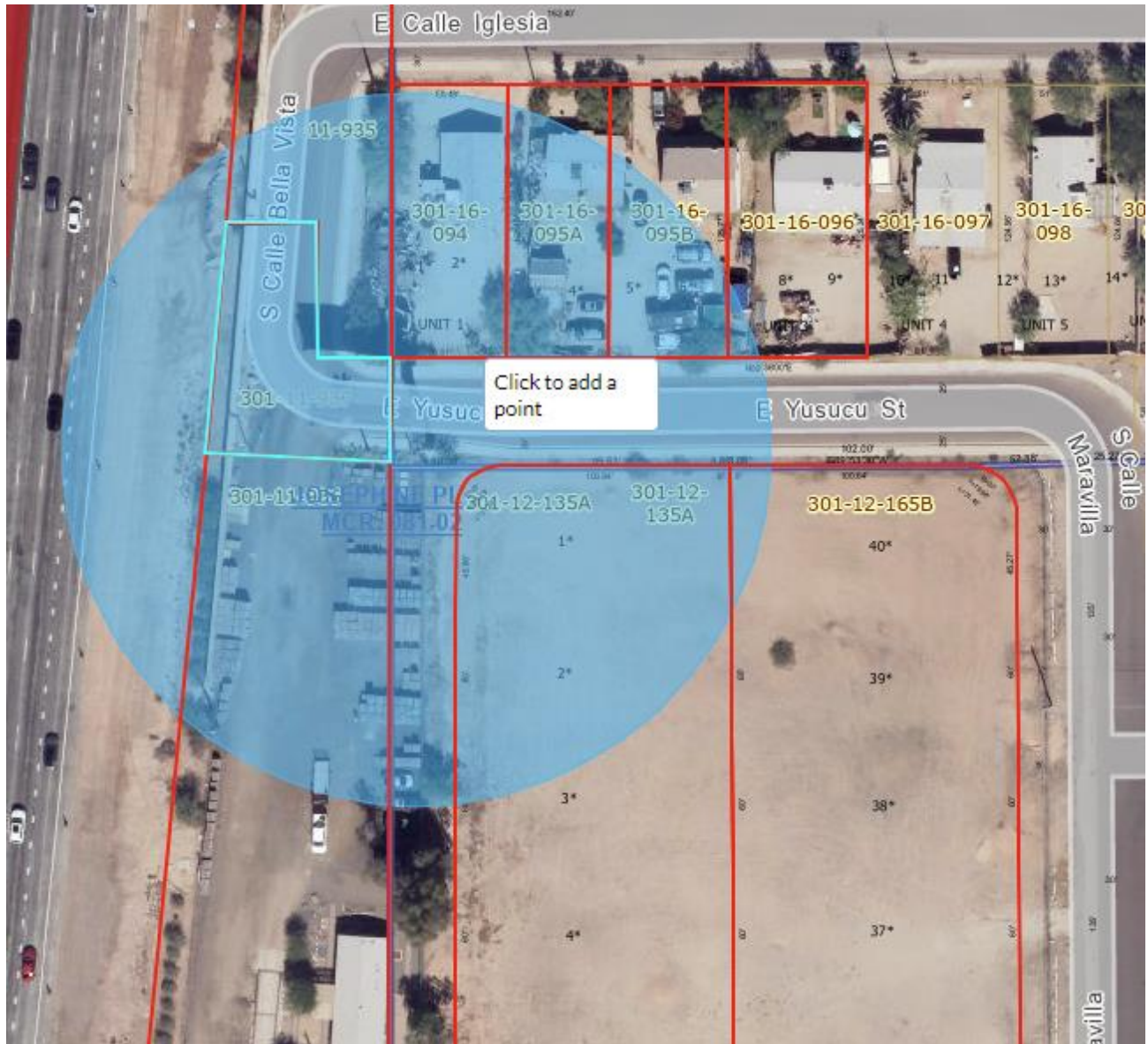


Maricopa County GIO, Maricopa County Assessor's Office

5402 E Calle Yusucu

INTERSECTION OF YUSUCU AND S CALLE BELLA VISTA

150 FOOT NOTIFICATION AREA



5402 E Calle Yusucu

CLOOSE EDWALD L
9051 S I-10 FWY
GUADALUPE AZ 85283

DESERT FREEWAY PROPERTIES LLC
9051 S I-10 FWY
GUADALUPE AZ 85283

GUADALUPE TOWN OF
9050 S AVENIDA DEL YAQUI
GUADALUPE AZ 85283

OUR LADY OF GUADALUPE ROMAN
CATHOLIC PARISH
400 E MONROE
PHOENIX AZ 85004

OUR LADY OF GUADALUPE ROMAN
CATHOLIC PARISH
400 E MONROE
PHOENIX AZ 85004

MATUZ JOSE M/MANUELA/ASENCIO
5401 E CALLE IGLESIA
GUADALUPE AZ 85283

TAVENA CHRISTINA
5407 W CALLE IGLESIA
GUADALUPE AZ 85283

MATUS JUAN A/RACHEL
5409 E CALLE IGLESIA
GUADALUPE AZ 85283

FRANCO ELVIA VANESSA
5411 E CALLE IGLESIA
TEMPE AZ 85283

5402 E Calle Yusucu

EXHIBIT "A"

A parcel of land located in the Southeast quarter of Section 5, Township 1 South, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest corner of Unit 1, Block 11, Guadalupe Replatted, a subdivision recorded in Book 97 of Maps, page 37, records of Maricopa County, Arizona;

Thence South 89 degrees 58 minutes 02 seconds West, along the Westerly extension of the North line of said Unit 1, a distance of 21.77 feet;

Thence South 26 degrees 02 minutes 03 seconds West, a distance of 24.45 feet;

Thence South 00 degrees 18 minutes 17 seconds East, a distance of 40.31 feet to the Point of Beginning;

Thence continuing South 00 degrees 18 minutes 17 seconds East, a distance of 64.85 feet to a point on the Westerly extension of the South line of said Unit 1;

Thence North 89 degrees 35 minutes 47 seconds East, a distance of 31.48 feet to the Southwest corner of said Unit 1;

Thence South 00 degrees 12 minutes 37 seconds West, along the West line of said subdivision, a distance of 47.57 feet;

Thence North 87 degrees 12 minutes 10 seconds West, a distance of 85.67 feet more or less, to a point on the East right-of-way line of Interstate 10, said point being a non-tangent point on a curve concave to the West, whose radius point bears North 87 degrees 12 minutes 10 seconds West, a distance of 23,068.32 feet;

Thence Northerly along said curve through a central angle of 0 degrees 16 minutes 07 seconds, an arc length of 108.20 feet;

Unofficial Document

Thence departing said East right-of-way line, North 89 degrees 41 minutes 43 seconds East, a distance of 44.46 feet to the Point of Beginning.

Reserving unto the Grantor, their successors and assigns, an easement for ingress and egress for vehicular and pedestrian traffic, said easement to benefit that certain parcel of land known as the "Close Remainder Parcel" described below:

"Close Remainder Parcel"

All that portion of that certain parcel described in instrument recorded in Document No. 86-304845, Maricopa County Records, located in the Southeast quarter of Section 5, Township 1 South, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying Southerly of the following described line:

Commencing at a Cotton Picker Spindle at the Northeast corner of the Southeast quarter of the Southeast quarter of said Section 5;

Thence South 89 degrees 35 minutes 47 seconds West along the North line of the said Southeast quarter of the Southeast quarter, a distance of 1284.43 feet to the Northwest corner of said Southeast quarter of the Southeast quarter and a point in the East line of said parcel described in Document No. 86-304845, Maricopa County, Records;

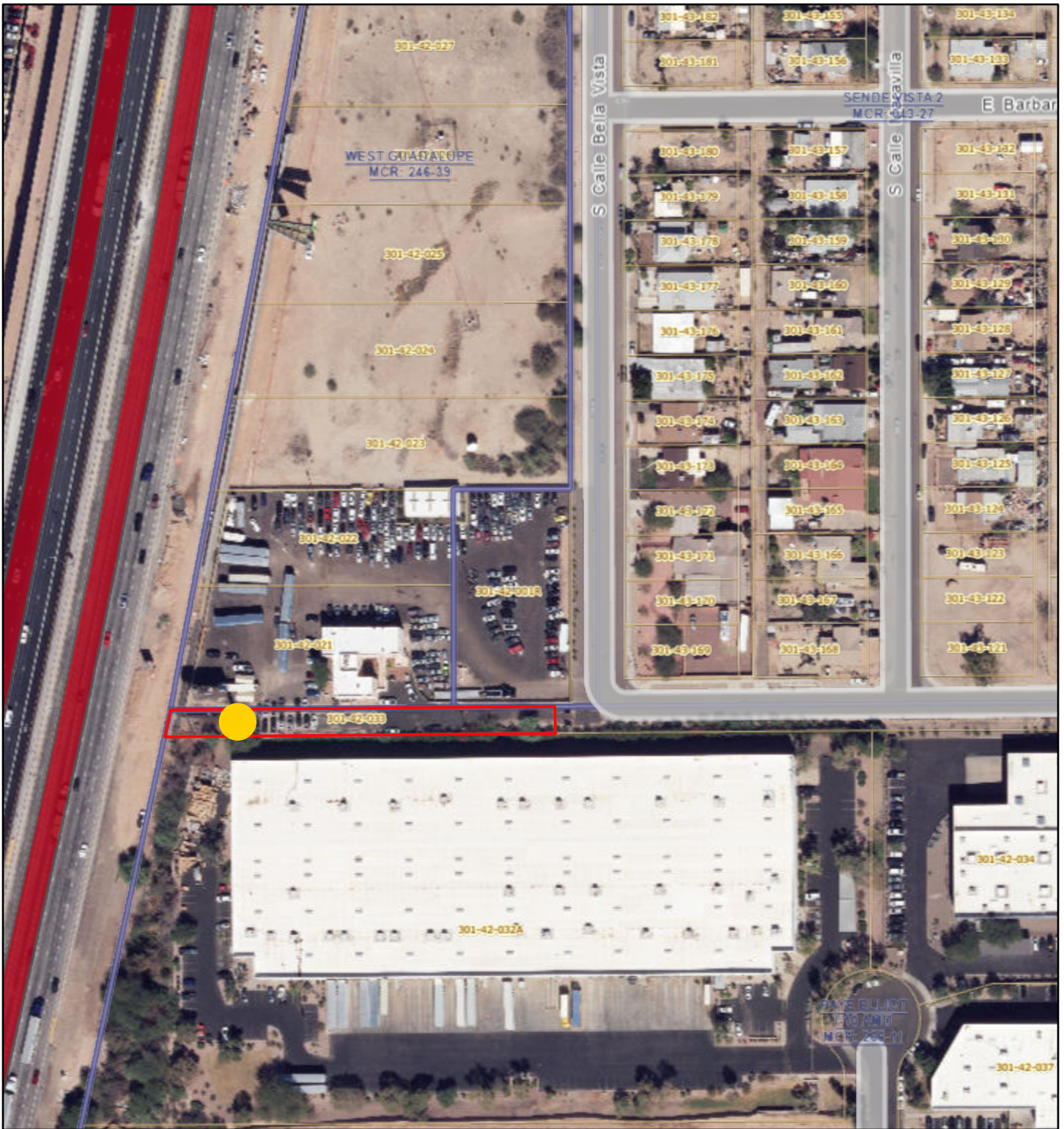
Thence North 00 degrees 12 minutes 37 seconds East, along said East line, a distance of 2.43 feet to the Point of Beginning;

Thence North 87 degrees 12 minutes 10 seconds West, a distance of 85.67 feet to a point in the West line of said parcel described in Document No. 86-304845, Maricopa County Records said point being in the East right-of-way line of Phoenix-Casa Grande Highway as set forth in instrument recorded in Docket 4906, page 214, Maricopa County Records and there terminating.

Map

↑ North

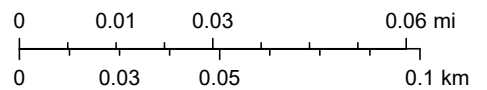
49



December 1, 2023

1:2,257

 Override 1



Maricopa County GIO, Maricopa County Assessor's Office

9600 S 54th st

2023 - Maricopa County Assessor's Office

9600 S 54TH ST

150 FOOT NOTIFICATION AREA



BAROUDI LLC
3420 N 27TH AVE
PHOENIX AZ 85017

BAROUDI LLC
3420 N 27TH AVE
PHOENIX AZ 85017

BAROUDI LLC
3420 N 27TH AVE
PHOENIX AZ 85017

WSVW HARL OWNER IX L P
2390 E CAMELBACK RD STE 305
PHOENIX AZ 85016

GUADALUPE TOWN OF
9050 S AVENIDA DEL YAQUI
GUADALUPE AZ 85283

ALBERT FRANCIS HOORMAN
REVOCABLE TRUST
9439 S CALLE BELLA VIS
GUADALUPE AZ 85283

ALBERT FRANCIS HOORMAN
REVOCABLE TRUST
9439 S CALLE BELLA VIS
GUADALUPE AZ 85283

ALBERT FRANCIS HOORMAN
REVOCABLE TRUST
9439 S CALLE BELLA VIS
GUADALUPE AZ 85283

When recorded mail to:

David E. Ledyard, Esq.
Faith, Ledyard, Nickel & Di Pietro, PLC
919 N. Dysart Rd., Suite F
Avondale, AZ 85323

MAR

2003-0013302 03/20/03 10:20
6 OF 7

PALUMBO

EXEMPT PER A.R.S. 11-1134(5)

QUITCLAIM DEED

GSAS, Inc., now known as GSAS Architects - Planners, Inc., an Arizona corporation, conveys to the Town of Guadalupe, an Arizona Municipal Corporation, all right, title and interest, if any, together with all rights and privileges appurtenant or to become appurtenant to the following described property located in Maricopa County, Arizona:

Lot 1B, Paye Elliot I-10 amended records of Maricopa County Recorder, Book 266 of Maps, Page 11.

Grantor herein represents this instrument is executed solely for the purpose of clearly showing of record that Grantor claims no interest in the property described above which is the subject matter of a condemnation suit filed by the Town of Guadalupe in the case of Town of Guadalupe v. Paye, et al, Maricopa County, Arizona, case No. CV2002-070350.

DATED this 19th day of May, 2003.

GRANTOR:

GSAS, Inc., now known as
GSAS ARCHITECTS-PLANNERS,
INC., an Arizona corporation



By: [Signature]
Its: Robyn L. Miller
Corporate Secretary

STATE OF CALIFORNIA)
) ss
COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me on this 20th day of May, 2003, by Robyn L. Miller, as Corporate Secretary of GSAS Architects-Planners, Inc., an Arizona Corporation.

7-12-06
My Commission Expires:

Brian Fegan
Notary Public



Notice of Public Hearing

The Guadalupe Town Council will hold a public hearing on Thursday, December 14, 2023, at 6:00 p.m., Guadalupe Town Hall, 9241 S. Avenida del Yaqui, Council Chambers, Guadalupe, AZ 85283, to receive public comment on the following:

PUBLIC HEARING: Request for conditional use permits to energize and operate two digital billboards, one located at 5402 East Calle Yusucu Guadalupe AZ, 85283 (APN 301-11-937), and one located at 9600 South 54th St, Guadalupe, AZ, 85283 (APN 301-42-033). This request is in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, SIGN REGULATIONS, SECTION § 154.147 BILLBOARD SIGNS(D)-(K).

1. **Conditional Use Permit Application (CU2023-05)** – Clear Channel Outdoor LLC, Applicant, is requesting a conditional use permit to energize and operate a digital billboard located at 5402 E Calle Yusucu Guadalupe, AZ. APN 301-11-937. This request is in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, SIGN REGULATIONS, SECTION § 154.147 BILLBOARD SIGNS (D)-(K).
2. **Conditional Use Permit Application (CU2023-06)** – Clear Channel Outdoor LLC, Applicant, is requesting a conditional use permit to energize and operate a digital billboard located at 9600 South 54th St, Guadalupe, AZ. APN 301-42-033. This request is in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, SIGN REGULATIONS, SECTION § 154.147 BILLBOARD SIGNS(D)-(K).

Written comments or objections may be filed via email at clerk@guadalupeaz.org prior to, or at the hearing. Copies of the Application are available for review at Guadalupe Town Hall.

Town of Guadalupe
9241 South Avenida del Yaqui
Guadalupe, AZ 85283
(480) 730-3080

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

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

RR# 3760646

COPY OF NOTICE

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

Reference #

Notice Type: MCHRG NOTICE OF HEARING

Ad Description

BILLBOARDS 5402 EAST CALLE YUSUCU AND 9600 SOUTH 54TH ST

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):

11/29/2023

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

Publication	\$4.40
Arizona Sales Tax	\$0.02
Total	\$4.42

Notice of Public Hearing The Guadalupe Town Council will hold a public hearing on Thursday, December 14, 2023, at 6:00 p.m., Guadalupe Town Hall, 9241 S. Avenida del Yaqui, Council Chambers, Guadalupe, AZ 85283, to receive public comment on the following: PUBLIC HEARING: Request for conditional use permits to energize and operate two digital billboards, one located at 5402 East Calle Yusucu Guadalupe AZ, 85283 (APN 301-11-937), and one located at 9600 South 54th St, Guadalupe, AZ, 85283 (APN 301-42-033). This request is in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, SIGN REGULATIONS, SECTION § 154.147 BILLBOARD SIGNS(D)-(K). 1. Conditional Use Permit Application (CU2023-05) - Clear Channel Outdoor LLC, Applicant, is requesting a conditional use permit to energize and operate a digital billboard located at 5402 E Calle Yusucu Guadalupe, AZ, APN 301-11-937. This request is in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, SIGN REGULATIONS, SECTION § 154.147 BILLBOARD SIGNS (D)-(K). 2. Conditional Use Permit Application (CU2023-06) - Clear Channel Outdoor LLC, Applicant, is requesting a conditional use permit to energize and operate a digital billboard located at 9600 South 54th St, Guadalupe, AZ, APN 301-42-033. This request is in accordance with the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, SIGN REGULATIONS, SECTION § 154.147 BILLBOARD SIGNS(D)-(K). Written comments or objections may be filed via email at clerk@guadalupeaz.org prior to, or at the hearing. Copies of the Application are available for review at Guadalupe Town Hall. 11/29/23

RR-3760646#

Your Legal Publishing



* A 0 0 0 0 0 6 4 6 0 7 5 9 *

December 7, 2023

To: The Town of Guadalupe Town Council
Through: Jeff Kulaga, Town Manager / Town Clerk
From: Sam Amaya, Town Planner
RE: **5402 EAST CALLE YUSUCU AND 9600 SOUTH 54TH ST CONDITIONAL USE PERMIT REQUESTS – STAFF REPORT**

Request:

To approve two conditional use permits allowing Clear Channel Outdoor to energize and operate two new digital billboards at:

- 5402 East Calle Yusucu, Guadalupe, AZ, 85283 (the intersection of Calle Yusucu and E Calle Bella Vista), and;
- 9600 South 54th St., Guadalupe, AZ 85283

as per the multiyear agreements, approved on December 8th, 2022, and January 26th, 2023, between Clear Channel Outdoor and the Town of Guadalupe.

Site:

The new billboards will replace the existing billboards. The request includes the following locations:



Property owner: Town of Guadalupe

Applicant: Clear Channel Outdoor

Address: 5402 East Calle Yusucu, Guadalupe, AZ, 85283

Parcel Number: 301-11-937



Property owner: Town of Guadalupe

Applicant: Clear Channel Outdoor

Address: 9600 South 54th St., Guadalupe, AZ, 85283

Parcel Number: 301-42-033

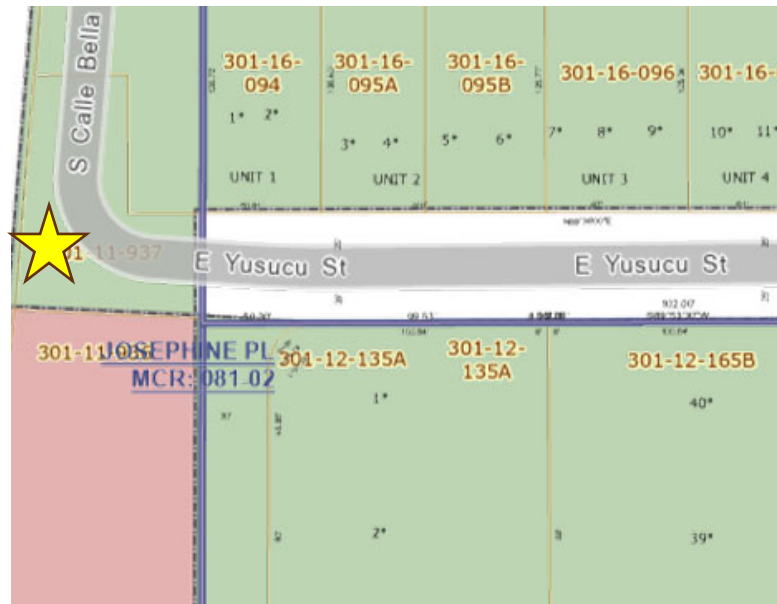
Background:

Town Council approved two amended and restated license agreements with Clear Channel Outdoor to allow the use of Town owned land to erect, maintain, and operate an outdoor advertising structure (billboards).

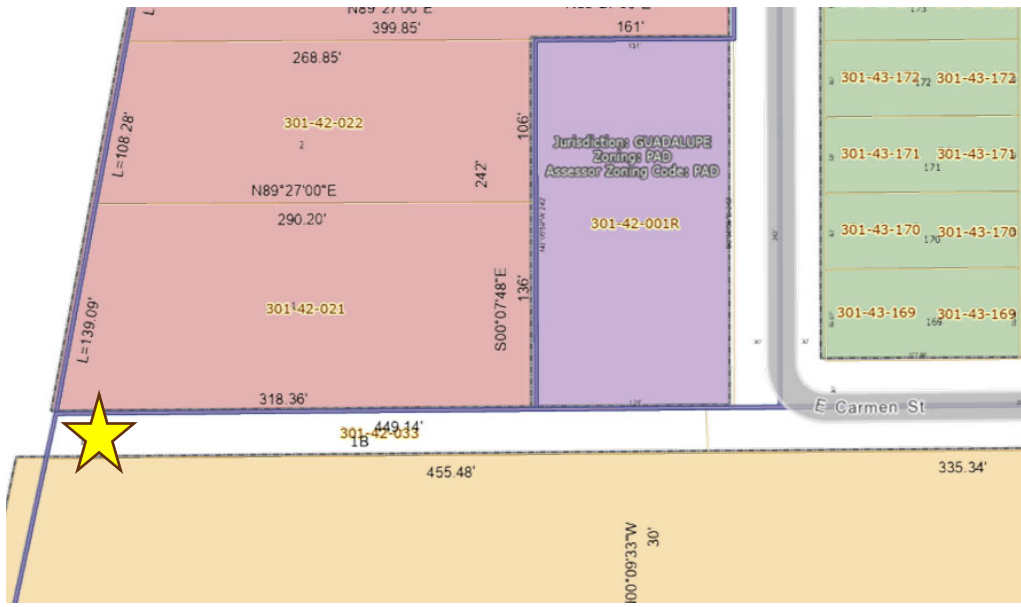
On December 8th, 2022, the Town Council approved the 9600 South 54th St. location, and on January 26th, 2023, Town Council approved the 5402 East Calle Yusucu location.

The submitted plans for the two locations conform to the requirements of the current Zoning Ordinance.

Adjacent uses of Calle Yusucu include single family residences to the north. C-2 commercial use to the south and undeveloped residential zoned land to the east and the I-10 freeway to the west. Shown below is a map of the current zoning surrounding the location.



Adjacent uses of Calle Carmen include commercial use to the north. Industrial use to the south. Single family residential zoned land to the east and the I-10 freeway to the west. Shown below is a map of the current zoning surrounding the location.



The Town of Guadalupe is the owner of the land, Clear Channel Outdoor leases the land for the operation, use and maintenance of new billboards at both locations.

Recommendation:

Town staff recommends approvals of the conditional use permits allowing Clear Channel Outdoor to energize and operate two new digital billboards at 5402 East Calle Yusucu, Guadalupe, AZ, 85283 and 9600 South 54th St., Guadalupe per the multiyear agreements between Clear Channel Outdoor and the Town of Guadalupe.

Conditions of Approval:

Per the Town of Guadalupe, AZ Code of Ordinances, TITLE XV, Land USAGE, CHAPTER 154: ZONING, § 154.147 BILLBOARD SIGNS:

(H) Use permit applications for new digital billboards and conversion to digital billboards shall only be considered if:

(1) Network time shall be made available on all digital sign faces to federal, state, and local public safety agencies for emergency messaging. Such messages shall override all copy for one hour and shall then be displayed for no fewer than eight seconds in every minute as long as needed.

(2) From 11:00 p.m. until sunrise all billboard illumination shall be extinguished, and all billboards shall be equipped with an automatic device to assure compliance. These illumination requirements shall not be applicable to the display of any amber alert or other governmental emergencies, or for other emergent situations as determined by the Town Manager. Further, in the event of an electronic malfunction the sign shall be shut off until repairs have been made to restore the electronic messaging system.

(3) Minimal display time shall not change message more than once every eight seconds.

(I) No such conditional use permit shall be considered without first holding a public hearing and giving proper notice.

(J) All billboard signs erected or posted in the town shall be maintained in good structural condition, in compliance with all building and electrical codes and in conformance with this section, at all times. All billboard signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or other structure by direct attachment to a rigid wall, frame, or structure.

(K) All billboard signs and the premises surrounding them shall be maintained by the owner thereof in a clean, sanitary and inoffensive condition, free and clear of all obnoxious substances, rubbish, weeds and overgrown grass.

Staff Contact:

Sam Amaya, Town Planner, (480) 505-5386, samaya@guadalupeaz.org



G.5, G.6, G.7 Conditional Use Permit Requests:

- **5402 East Calle Yusucu**
- **9600 South 54th Street**

Request:

Approval of conditional use permits to energize and operate two digital billboards per Town Council approved license of December 8th, 2022, and January 26th, 2023.

Locations:

- 5402 East Calle Yusucu, Guadalupe, AZ, 85283 (the intersection of Calle Yusucu and E Calle Bella Vista), and;
- 9600 South 54th St., Guadalupe, AZ 85283

Background:

The two new billboards will replace the existing billboards at the same locations. Existing billboards were originally installed in 2003.



G.5, G.6, G.7 Conditional Use Permit Requests:

- 5402 East Calle Yusucu
- 9600 South 54th Street

Digital Billboard Locations



5402 East Calle Yusucu
 Intersection of Calle Yusucu & Calle Bella Vista



9600 S 54th St
 East of Calle Carmen & Calle Bella Vista



North

Town Council Meeting December 14, 2023

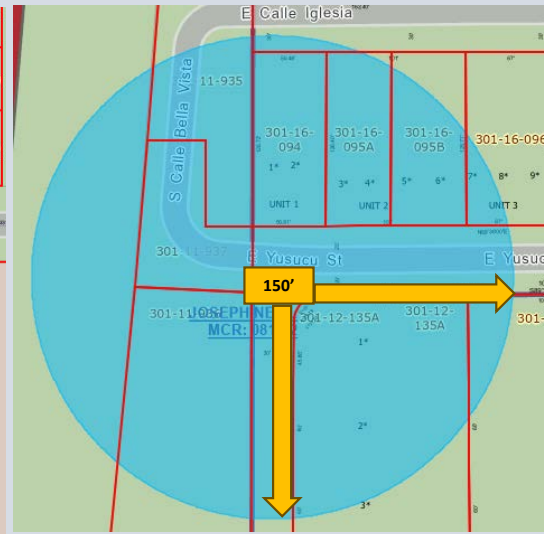
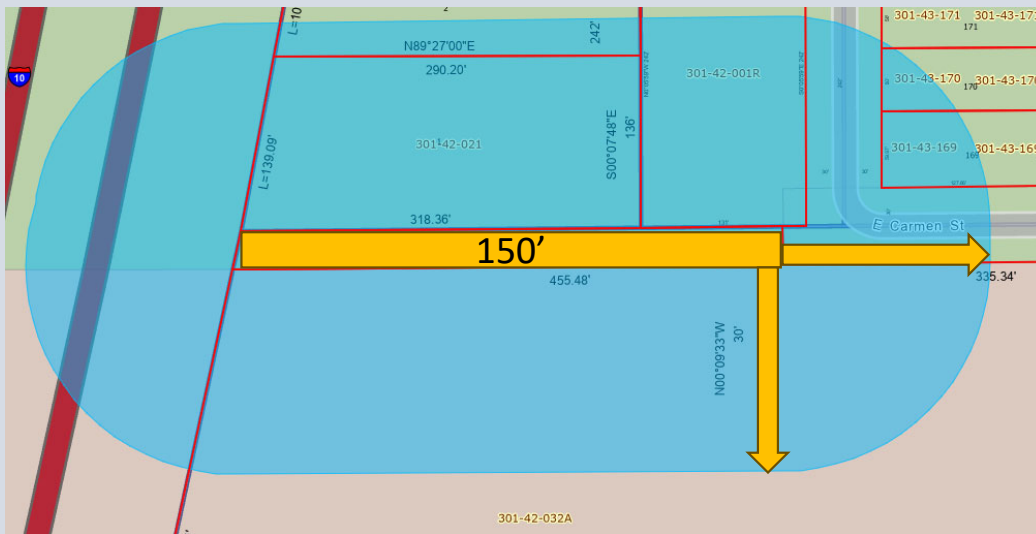


G.5, G.6, G.7 Conditional Use Permit Requests:

- 5402 East Calle Yusucu
- 9600 South 54th Street

150' Notification Areas

Notification occurred November 28th.





G.5, G.6, G.7 Conditional Use Permit Requests:

- **5402 East Calle Yusucu**
- **9600 South 54th Street**

Agreements: C2022-51 & C2023-01

The amended and restated billboard license allows Clear Channel Outdoor, LLC, continued use of two parcels of Town owned land, located adjacent to the intersections of Calle Carmen and Calle Bella Vista and Calle Yusucu and Calle Bella Vista in the Town of Guadalupe for the purpose of erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories.

Clear Channel has operated and owned billboards located at these two locations since 2003. This amended and restated License is for a term of 25 years commencing on January 1, 2024, through December 31, 2049, where the Town will receive \$6,695,155.23 in General Fund revenues through the term of this license agreement.

- Fixed annual rent 25-year schedule
- One-time payment of \$304K upon revising ordinance to allow billboard 75-foot height
- 3% annual inflator for 25 license period
- No profit sharing, so no need to reconcile their accounting and the Town can budget these dollars
- First payment is January 2024, syncing the two license terms January 2024 – December 2049

	Monthly	Months	Annual
Year 1	\$7,303.53	12	\$87,642.31
Year 2	\$7,522.63	12	\$90,271.58
Year 3	\$7,741.61	12	\$92,979.73
Year 4	\$7,980.76	12	\$95,769.12
Year 5	\$8,220.18	12	\$98,642.19
Year 6	\$8,466.79	12	\$101,601.46
Year 7	\$8,720.79	12	\$104,649.50
Year 8	\$8,982.42	12	\$107,788.99
Year 9	\$9,251.89	12	\$111,022.66
Year 10	\$9,529.44	12	\$114,353.33
Year 11	\$9,815.33	12	\$117,783.93
Year 12	\$10,109.79	12	\$121,317.45
Year 13	\$10,413.08	12	\$124,956.98
Year 14	\$10,725.47	12	\$128,705.69
Year 15	\$11,047.24	12	\$132,566.86
Year 16	\$11,378.66	12	\$140,640.18
Year 17	\$11,720.01	12	\$144,859.38
Year 18	\$12,071.62	12	\$149,205.16
Year 19	\$12,433.76	12	\$153,681.32
Year 20	\$12,806.78	12	\$158,291.76
Year 21	\$13,190.98	12	\$163,040.51
Year 22	\$13,586.71	12	\$163,040.51
Year 23	\$13,994.31	12	\$167,931.73
Year 24	\$14,414.14	12	\$172,969.68
Year 25	\$14,846.56	12	\$178,158.77
3% Annual Increases			
	Per Sign		\$3,195,374.11
	X		2
	Total		\$6,390,748.23
	Sign On Bonus +		\$304,407.00
	Grand Total		\$6,695,155.23



G.5, G.6, G.7 Conditional Use Permit Requests:

- **5402 East Calle Yusucu**
- **9600 South 54th Street**

Town Code of Ordinance

§ 154.019 CONDITIONAL USE PERMITS.

(A) Conditional use permits which may be revokable, conditional, or valid for a term period, may be granted only when expressly permitted in the zoning district herein specified by this chapter and only after the Town Council has filed, in writing, that the granting of such conditional use permit will not be materially detrimental to the public health, safety, and welfare and that the characteristics of the use proposed in such conditional use permits are compatible with the types of uses permitted in the surrounding area.

(B) The burden of proof satisfying these requirements shall rest with the applicant.

(C) In the case where a use permit is conditional upon a time schedule of development, if the property has not been developed within one year or on a schedule agreed upon by the Town Council, the conditional use application shall cease. Any request for an extension to these conditions shall be considered as a new application.



G.5, G.6, G.7 Conditional Use Permit Requests:

- 5402 East Calle Yusucu
- 9600 South 54th Street

Recommendation:

Approve conditional use permit contingent upon the stipulations listed below:

Use Permit shall be valid from Council approval through December 31 2049, commensurate with the approved license agreements.

§ 154.147 BILLBOARD SIGNS.

(H) Use permit applications for new digital billboards and conversion to digital billboards shall only be considered if:

(1) Network time shall be made available on all digital sign faces to federal, state, and local public safety agencies for emergency messaging. Such messages shall override all copy for one hour and shall then be displayed for no fewer than eight seconds in every minute as long as needed.

(2) From 11:00 p.m. until sunrise all billboards illumination shall be extinguished, and all billboards shall be equipped with an automatic device to assure compliance. These illumination requirements shall not be applicable to the display of any Amber Alert or other governmental emergencies, or for other emergent situations as determined by the Town Manager. Further, in the event of an electronic malfunction the sign shall be shut off until repairs have been made to restore the electronic messaging system.

(3) Minimal display time shall not change-message more than once every eight (8) seconds.

(J) All billboard signs erected or posted in the Town shall be maintained in good structural condition, in compliance with all building and electrical codes and in conformance with this article, at all times. All billboard signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or other structure by direct attachment to a rigid wall, frame or structure.

(K) All billboard signs and the premises surrounding them shall be maintained by the owner thereof in a clean, sanitary, and inoffensive condition, free and clear of all obnoxious substances, rubbish, weeds and overgrown grass.

Town Council Meeting December 14, 2023



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: Stilwell Family
 Existing use of property: Family dwelling (my own)
 Proposed use of property: Same
 Existing zoning: R-1-9 Requested zoning (if applicable): _____

PROPERTY INFORMATION:

Address: 8829 S. Calle Tomi, Guadalupe, AZ 85283
 Legal Description*: Section 4 Township 1S Range 4E
 Maricopa County Assessor's Parcel Number (APN)*: 301-06-181
 Subdivision Name & Lot # (if applicable/available) _____

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

APPLICANT INFORMATION:

Name: Duane A. Stilwell
 Mailing Address: 8829 S Calle Tomi, Guadalupe, AZ 85283
 Contact phone #: 845-558-9677 Email: dstilwell57@yahoo.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: _____

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.

(see attached)

FEE SCHEDULE:

Type of Application	Fee	Calculate Fees
Appeals of administrative decisions	\$25	
Site plan review application	\$50	
Amendments to the Zoning Map for:		
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	\$50
Conditional Use Permits		
Manufactured homes	\$50	
All other	\$50	
Variances		
Single-family residential	\$50	\$ 50 ⁰⁰
All other	\$50	
TOTAL		\$ 50⁰⁰

APPLICANT SIGNATURE:

Dwane Althoff

(Signature)

Paid \$100-October 30th, 2023

2 October 2023

(Date)

STAFF USE ONLY

Town of Guadalupe Review Process

Case# _____

Zoning District: R-1-9

Date of Application: October 2nd, 2023

Fee: \$100

Accepted by: Sam Amaya

Date Application Deemed Acceptable by Staff: October 30th, 2023

Date of Legal Advertisement: November 28th, 2023

Date(s) of Public Hearing(s): December 14th, 2023

Council Decision: _____

Duane Stilwell

8829 S Calle Tomi, Guadalupe, AZ 85283 ♣ 845-558-9677 ♠ dstilwell57@yahoo.com

Letter of Explanation

2 October 2023

To: Planning and Zoning Board
From: Duane Stilwell
Re: Application for a Variance on Home Addition

To Whom it May Concern:

I hereby respectfully request a modest variance for a planned addition to my home. As can be seen in a more detailed drawing I submitted of a) the existing building; b) the planned addition; and c) the nearby South fence, part of the planned addition comes closer to the fence than the required 10-foot setback.

This is partly because—as can be seen in the drawing—the existing building is not parallel to the E-W property line (the fence on the South side of the lot). While the West end of the planned addition falls just over 10 feet from the fence, the East end of the addition, if the variance is approved, will fall only 7 feet, 4 inches from the fence. In addition, because an 11 ft section of the fence is recessed 18 inches near the East end, the average distance between the addition and the fence will be that much larger than the minimum listed above.

Further, I was advised that my lot is zoned “R-1-9.” That zoning is for lots with a minimum of 9,000 square feet with a minimum width of 80 feet. My lot [301-06-181] is considerably smaller and has a width on the West end (by the street) of only 49 feet, while the width at the East end is only 65 feet. If my lot was more appropriately zoned as “R-1-6” then the setback would be 7 feet, and I would not need to ask for a variance.

I therefore wish to respectfully apply for a variance from the 10’ minimum side lot setback required for lots zoned as “R-1-9” to a 5’ side yard setback. A good part of the addition would still fall 10’ from the fence, and the East end would still fall within the 7’ setback required for a lot zoned as “R-1-6.”

Thank you very much for your time and consideration,

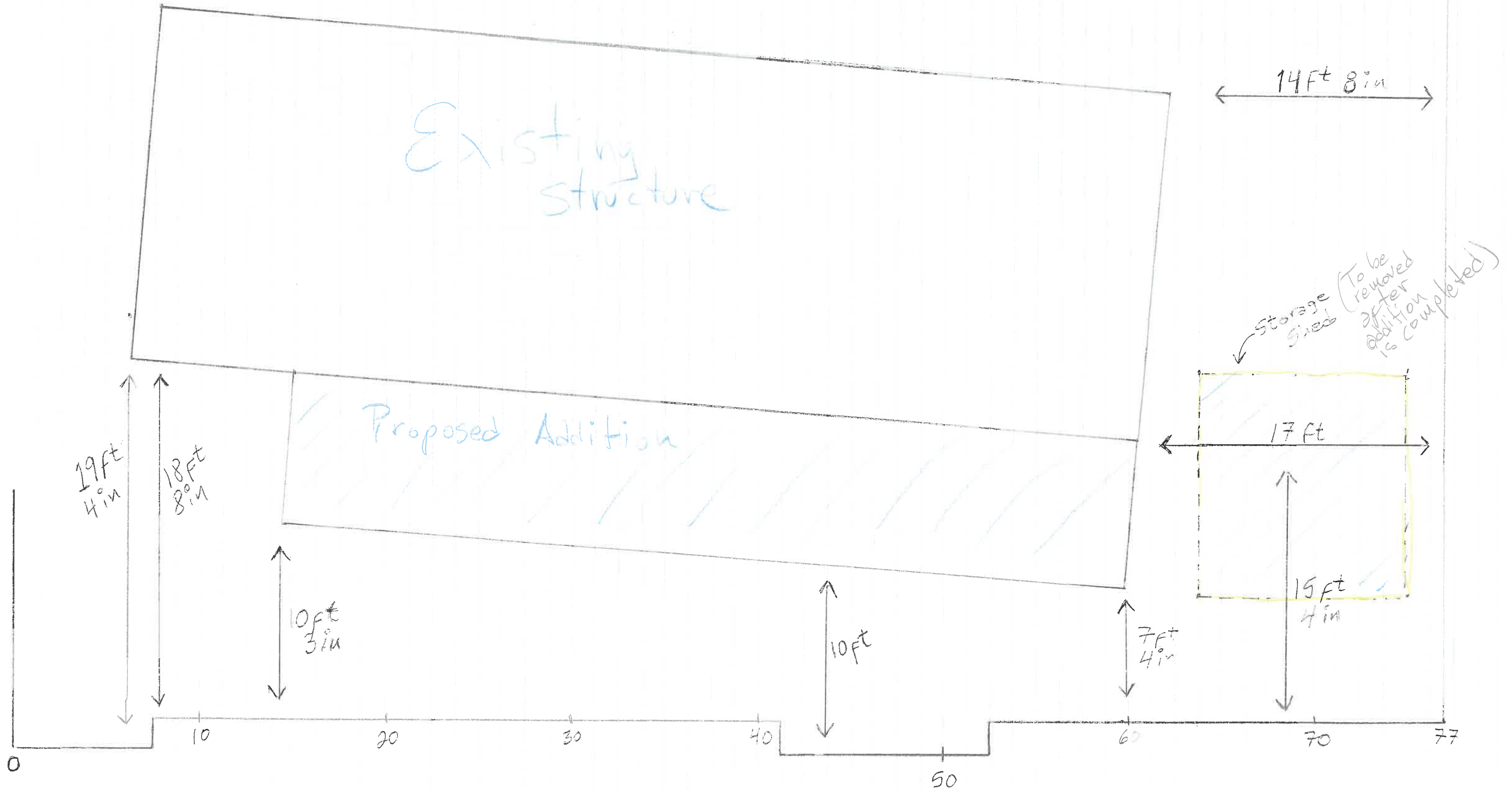


Duane Stilwell, 8829 S. Calle Tomi

Stilwell

APN: 301-06-181

8829 S. Calle Tomi
Guadalupe, AZ 85283



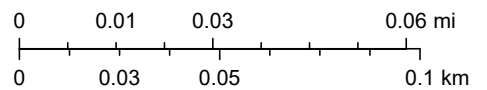
Map



December 1, 2023

 Override 1

1:2,257



Owner Information

Owner: STILWELL
 Name: FAMILY TRUST
 8829 S CALLE
 Property TOMI
 Address: GUADALUPE
 85283
 8829 CALLE
 Mailing TOMI
 Address: GUADALUPE AZ
 USA 85283
 Deed 20211012310
 Number:
 Sale
 Date:
 Sale
 Price: \$

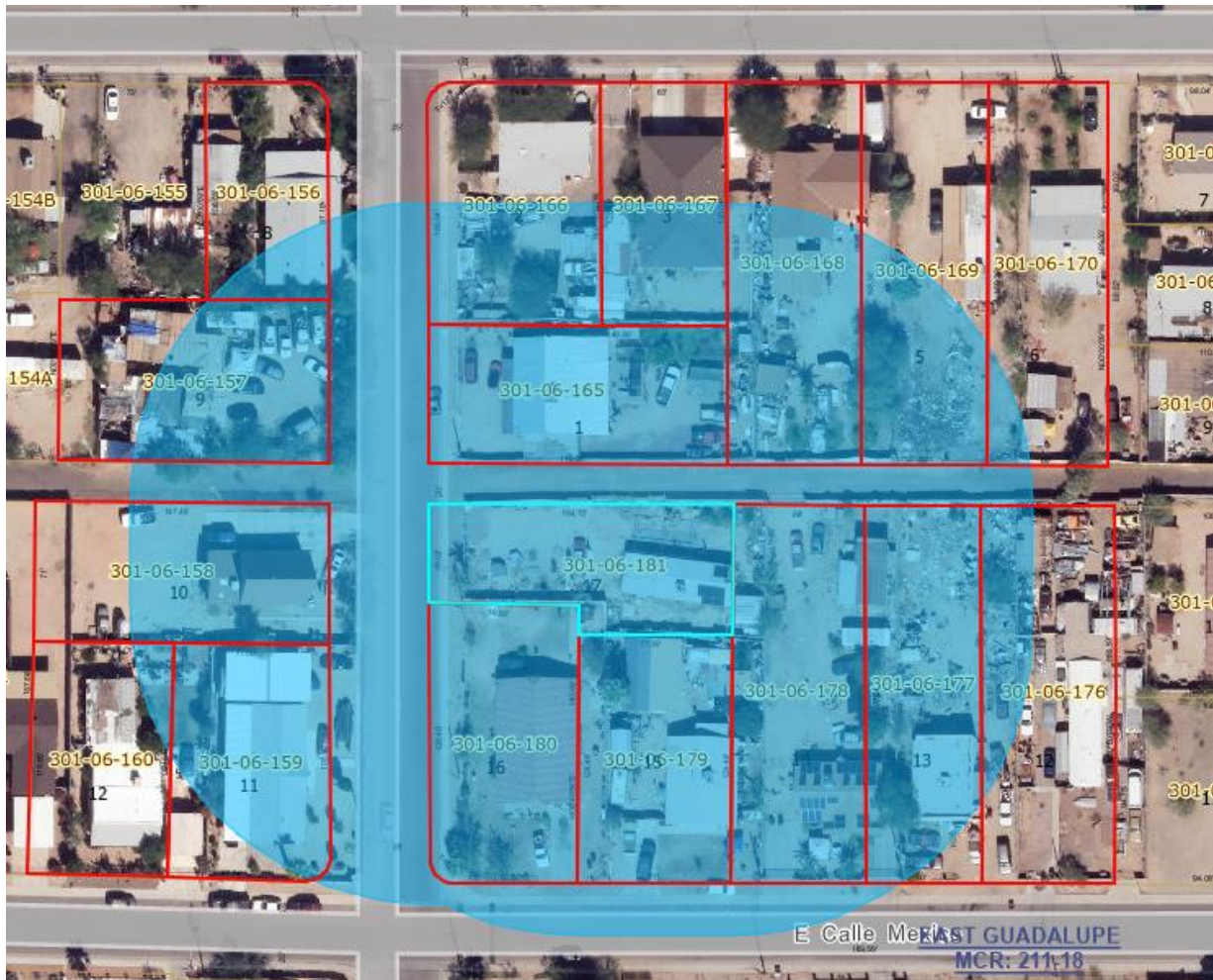
Property Information

Lat/Long: 33.366508,
 -111.959444
 S/T/R: 4 1S 4E
 Jurisdiction: GUADALUPE
 Zoning: R1-9
 PUC: 0111
 Lot Size (sq
 ft): 8943.000000
 MCR #: 211-18
 Subdivision: EAST
 GUADALUPE
 Lot #: 17
 Floor: 1
 Construction
 Year: 1948
 Living Space
 (sq ft): 832



8829 S CALLE TOMI

PUBLIC NOTIFICATION: 150 FOOT REQUIREMENT



VALENZUELA SEBASTIANA
5735 E CHURCH ST
GUADALUPE AZ 85283

POPOCA FRANCES V & JOSE B
5735 E CALLE IGLESIA
GUADALUPE AZ 85283

YSAMA MANUEL F & VIRGINIA J
5735 E CALLE IGLESIA
GUADALUPE AZ 85283

SFRE HOLDINGS LLC
1324 N FARRELL CT STE 109
GILBERT AZ 85233

BOJORQUEZ JOSE ABEL ARMENTA
5740 E CALLE MEXICO
GUADALUPE AZ 85283

DELGADO RUBEN R & ANTONIA H
5732 E MEXICO
GUADALUPE AZ 85283

FLORES DAVID/MELBA
2115 E DESERT LN
PHOENIX AZ 85042

VIZZERRA JOSEPHINE L
5801 E CALLE IGLESIA
GUADALUPE AZ 85283

VALENZUELA RUBEN
5807 E CALLE IGLESIA
GUADALUPE AZ 85283

ARMENTA CRUZITA M
5815 E CALLE IGLESIA
GUADALUPE AZ 85283

VIRAMONTES FRANK R
1164 E CHRISTOPHER ST
SAN TAN VALLEY AZ 85140

VALENZUELA PAULINE
5825 E CALLE IGLESIA
GUADALUPE AZ 85283

SUNIGA ERNEST D
918 W VAUGHN ST
TEMPE AZ 85283

VALENZUELA MARIA FELIPA R &
RAMON URIART
5838 E CALLE MEXICO
GUADALUPE AZ USA 85283

CONTRERAS MANUEL
TAVENA/CONTRERAS ALFONSO
5830 E CALLE MEXICO
GUADALUPE AZ 85283

CASIAS CECILIO/TERESA
5828 E CALLE MEXICO
GUADALUPE AZ 85283

OLIVAS ARCENIA/FRANK/SANDRA
5802 CALLE MEXICO
GUADALUPE AZ 85283

STILWELL FAMILY TRUST
8829 CALLE TOMI
GUADALUPE AZ 85283

Return when Recorded, Mail to:

DUANE STILWELL
8829 S. CALLE TOMI
GUADALUPE, ARIZONA 85283-2614

ST
yo

Pursuant to A.R.S. § 11-1134(B)(8),
Deed is exempt from Affidavit and
tax required by A.R.S. § 11-1133.

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That DUANE ANTHONY STILWELL, an unmarried person, of Maricopa County, State of Arizona, for the purpose of placing this real property into his revocable living trust, as a gift or transfer with no consideration therefor, does hereby grant, bargain, sell, quit claim and convey unto DUANE STILWELL, as Trustee of the STILWELL FAMILY TRUST, dated the 20 day of September, 2021, whose tax mailing address is 8829 South Calle Tomi, Guadalupe, Arizona 85283-2614, all of his right, title and interest in and to the following described real property and premises situate in MARICOPA County, State of ARIZONA, to wit:

That part of BLOCK 12, OF EAST GUADALUPE, a Subdivision recorded in Book 162 of Maps, Page 35, Maricopa County, Arizona, record described as follows:

FROM the point of intersection of the South and West lines of said BLOCK 12, of EAST GUADALUPE, measure,

THENCE North 00 degrees 00 minutes 09 seconds West, along the West line of said Block 12, a distance of 124.48 feet to the POINT OF BEGINNING:

THENCE CONTINUING North 00 degrees 00 minutes 09 seconds West 65.02 feet;

THENCE North 89 degrees 59 minutes 51 seconds East 154.92 feet;

THENCE South 00 degrees 54 minutes 16 seconds West 65.03 feet;

THENCE South 89 degrees 59 minutes 51 seconds West 153.89 feet to the POINT OF BEGINNING.

APN 301-06-181

together with all improvements thereon and appurtenances thereunto belonging, SUBJECT TO restrictive covenants, easements, right-of-way grants and contracts, matured and unmatured installments of special assessments, mineral interests previously reserved or conveyed of record, and leases and rights of parties in possession.

TO HAVE AND TO HOLD said described premises upon the trust and for the uses and purposes herein and in said trust agreement set forth.

Grantor does hereby bind himself and his successors to warrant and defend the title, as against all acts of the Grantor herein, and no others, subject to the matters above set forth.

In no case shall any party dealing with said Trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or to be obliged to see that the terms of the hereinbefore reference trust agreement have been complied with or to be obliged to inquire into the necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into the terms of said trust agreement.

Dated this 20 day of September, 2021.

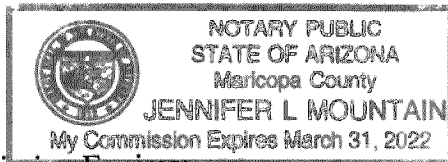
Unofficial Document

DUANE ANTHONY STILWELL

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

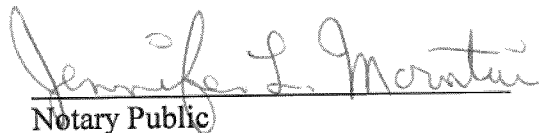
Before me, the undersigned, a Notary Public in and for said County and State personally appeared DUANE ANTHONY STILWELL, known to me to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal on the 20 day of September, 2021.

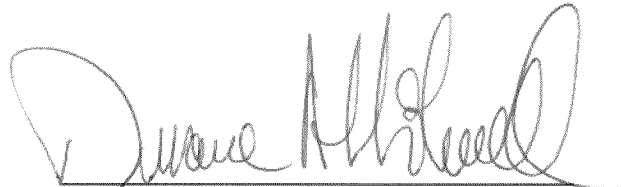


My Commission Expires.

3/31/22


Notary Public

Accepted:



DUANE STILWELL, Trustee

A.R.S. § 33-404 (A) information:

PRIMARY TRUST BENEFICIARY:

1. DUANE STILWELL Unofficial Document
8829 S. CALLE TOMI
GUADALUPE, ARIZONA 85283-2614

PREMIER ESTATE PLANNING, LLC
AZCLDP Certificate No. 81648
www.premieraz.net
14985 West Bell Road, Suite 125
Surprise, Arizona 85374
(602) 371-8898 Fax (602) 371-8828

Notice of Public Hearing

The Guadalupe Town Council will hold a public hearing on Thursday, December 14, 2023, at 6:00 p.m., Guadalupe Town Hall, 9241 S. Avenida del Yaqui, Council Chambers, Guadalupe, AZ 85283, to receive public comment on the following:

PUBLIC HEARING: Request for a variance of the Town of Guadalupe Zoning Code of Ordinances, TITLE XV, LAND USAGE, CHAPTER 154, ZONING, COMPOSITION OF DISTRICTS, SECTION § 154.065(E), SINGLE FAMILY RESIDENTIAL DISTRICTS R1-9 AND R-1-6, Area, height, and setback regulations. The variance request is to decrease the Minimum Side Yard Setback from 10 feet to 7 feet for the property located at 8829 S Calle Tomi, Guadalupe, AZ 85283. APN 301-06-181. The lot is zoned R1-9, Single-family Residential.

1. **Variance Application (V2023-11)** – Duane A Stilwell, Applicant, is requesting a variance to the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, COMPOSITION OF DISTRICTS, SECTION § 154.065(E), SINGLE FAMILY RESIDENTIAL DISTRICTS R1-9 AND R-1-6, Area, height, and setback regulations. The variance request is to decrease the Minimum Side Yard Setback from 10 feet to 7 feet for the property located at 8829 S Calle Tomi, Guadalupe, AZ 85283. APN 301-06-181. The lot is zoned R1-9, Single-family Residential.

Written comments or objections may be filed via email at clerk@guadalupeaz.org prior to, or at the hearing. Copies of the Application are available for review at Guadalupe Town Hall.

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

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

RR# 3760654

COPY OF NOTICE

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

Reference #

Notice Type: MCHRG NOTICE OF HEARING

Ad Description

8829 S CALLE TOMI

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):

11/29/2023

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

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

Notice of Public Hearing The Guadalupe Town Council will hold a public hearing on Thursday, December 14, 2023, at 6:00 p.m., Guadalupe Town Hall, 9241 S. Avenida del Yaqui, Council Chambers, Guadalupe, AZ 85283, to receive public comment on the following: PUBLIC HEARING: Request for a variance of the Town of Guadalupe Zoning Code of Ordinances, TITLE XV, LAND USAGE, CHAPTER 154, ZONING, COMPOSITION OF DISTRICTS, SECTION § 154.065(E), SINGLE FAMILY RESIDENTIAL DISTRICTS R1-9 AND R-1-6, Area, height, and setback regulations. The variance request is to decrease the Minimum Side Yard Setback from 10 feet to 7 feet for the property located at 8829 S Calle Tomi, Guadalupe, AZ 85283. APN 301-06-181. The lot is zoned R1-9, Single-family Residential. 1. Variance Application (V2023-11) – Duane A Stilwell, Applicant, is requesting a variance to the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, COMPOSITION OF DISTRICTS, SECTION § 154.065(E), SINGLE FAMILY RESIDENTIAL DISTRICTS R1-9 AND R-1-6, Area, height, and setback regulations. The variance request is to decrease the Minimum Side Yard Setback from 10 feet to 7 feet for the property located at 8829 S Calle Tomi, Guadalupe, AZ 85283. APN 301-06-181. The lot is zoned R1-9, Single-family Residential. Written comments or objections may be filed via email at clerk@guadalupeaz.org prior to, or at the hearing. Copies of the Application are available for review at Guadalupe Town Hall. 11/29/23

RR-3760654#

Your Legal Publishing



* A 0 0 0 0 0 6 4 6 0 7 6 5 *

December 7, 2023

To: The Town of Guadalupe Town Council
Through: Jeff Kulaga, Town Manager / Town Clerk
From: Sam Amaya, Town Planner
RE: **8829 S CALLE TOMI VARIANCE REQUEST – STAFF REPORT**

Request:

The applicant is requesting Town Council’s consideration for approval of a reduction to the required side yard setback from 10 feet to 7 feet as stated development standard identified in the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning, Section § 154.065(E), Single Family Residential Districts.

Site:



Property owner: Stilwell Family Trust

Applicant: Duane Stilwell

Address: 8829 S Calle Tomi, Guadalupe, AZ, 85283

Zoning Designation: R-1-9

Parcel Number: 301-06-181

History:

The home on the property was built in 1952 in the East Guadalupe neighborhood.

Background:

Should the variance be approved, the applicant intends to file a building permit application for a 350 square foot addition to the existing residence.

The current zoning on the subject property is R-1-9. Current development standards for properties zoned R-1-9 identify a minimum lot area of 9,000 square ft, a minimum lot width of 80 feet, and a minimum lot depth of 100 feet. The subject property is 8,940 square feet in area and has a lot depth of 65 feet at its widest point.

Zoning District	Minimum Yard Setbacks				Max-Height
	Front	Side	Street Side	Rear	
R-1-9	30'	10'	20'	10'	30'
R-1-6	25'	7'	15'	10'	30'

The minimum provisions listed above shall not apply to any lot of smaller size already of record in the office of the County Recorder of Maricopa County, Arizona, before the effective date of this chapter.

The proposed addition of 350 square feet is depicted in **Exhibit A** below, the applicant's submitted site plan:

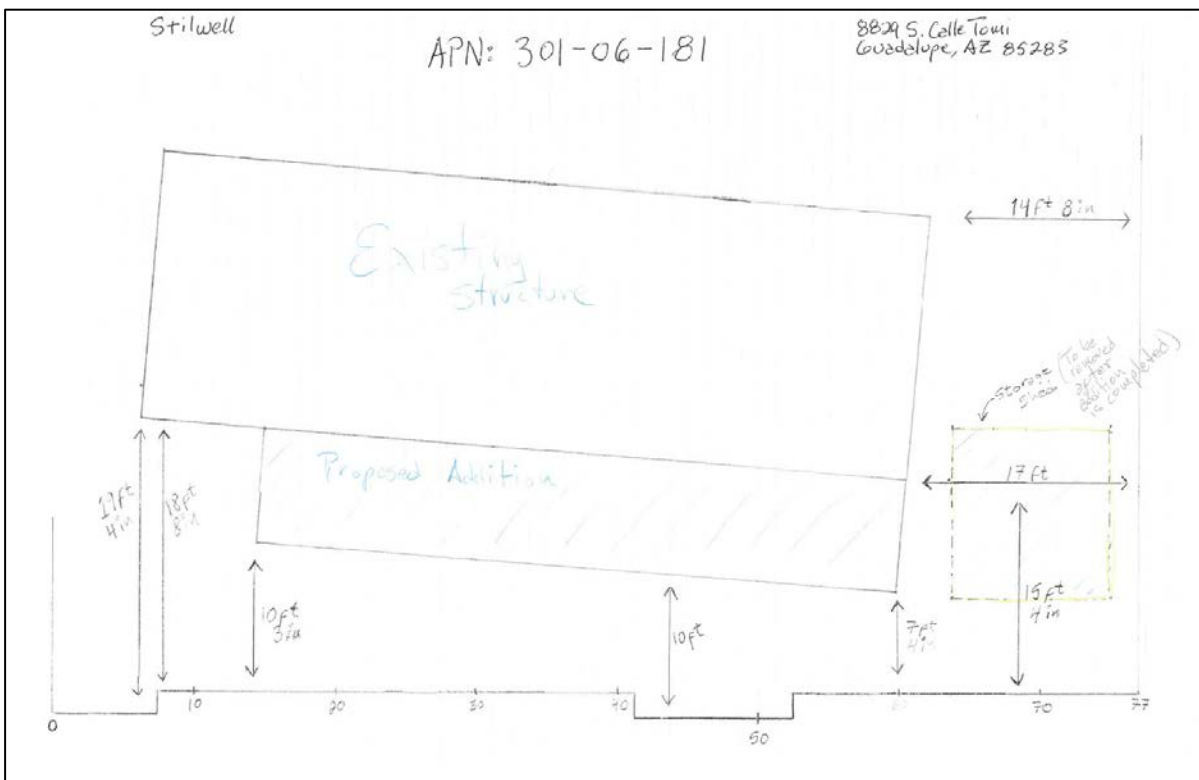


EXHIBIT A – Submitted Site Plan

Due to the configuration of the existing improvements on the subject property, the addition as proposed will encroach into the required 10-foot rear yard setback. This addition will encroach 3 feet into the required setback.

To facilitate the proposed addition, a reduction to the rear yard setback is required. This can be accomplished through a variance to the current development standards for the property.

Per Town Code section **§ 154.031 VARIANCES**, this request for a variance to the R1-9 development standards must demonstrate the following:

§ 154.031 VARIANCES.

(B) A variance from the provisions of this chapter shall not be authorized unless the Town Council shall find upon sufficient evidence:

(1) There are special circumstances or conditions applying to the property, including its size, shape, topography, location, or surroundings, the strict application of this chapter will deprive such property of privileges enjoyed by other properties in the same district;

(2) Such special circumstances were not created by the owner or applicant; and

(3) The authorizing of the application will not be materially detrimental to persons residing or working in the vicinity nor constitute the granting of special privileges inconsistent with the limitations of adjacent property, the neighborhood, or the public welfare in general.

Because the subject property is 60 square feet below the required minimum area, and has a lot depth 15 feet less than the required 80-foot depth, a special circumstance exists for the subject property.

This special circumstance was not created by the owner/applicant.

When examining the development of neighboring properties, the applicant's request will not be materially detrimental to persons residing or working in the vicinity nor constitute the granting of special privileges inconsistent with the limitations of adjacent property, the neighborhood, or the public welfare in general. **Exhibit B** below depicts the existing conditions where neighboring properties have built within required setbacks:



EXHIBIT B – Surrounding Area

Adjacent residential properties to the north, south, and east all have permanent or temporary structures within required setbacks.

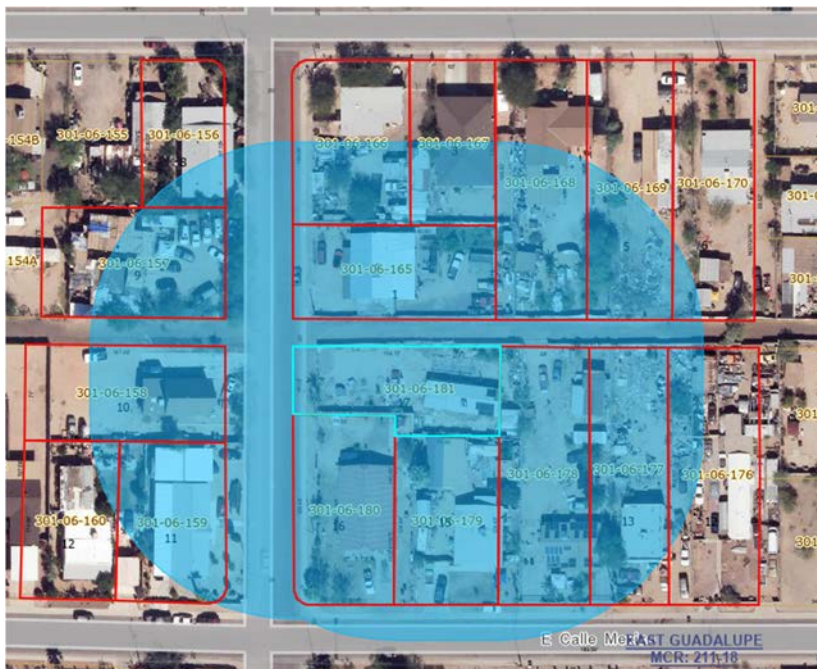


EXHIBIT C – Public Notification Area

The blue bubble in **Exhibit C** shows all parcels within 150 feet.

These parcels have been notified by mail regarding this variance request in accordance with Town code section **§ 154.034 NOTIFICATION**.

(A) Upon receiving a complete application for any specified request, the Town Manager/Clerk shall place the request upon the agenda for a regular meeting of the Council within the number of days specified in this chapter from the date of application submission to hearing date, or if the number of days are not specified, place the request upon the agenda on the next available regular meeting of the Council.

(B) (1) For all Council hearings, the time, place, and date of the hearing shall be posted on the property affected, at least 15 days prior to the hearing.

(2) It shall not be the responsibility of the town to maintain the posting once erected. At least 15 days notice of time, place, and date of such hearing shall be published in an official paper of the town or a paper of general circulation in the town.

(3) The notice required to be published and posted shall also be mailed to the last known address of all owners of property within 150 feet of the property proposed to be rezoned or for which a variance is to be considered by said amendment, said owners to be determined by a current list of ownership.

(4) This list of owners shall be obtained not more than 30 days prior to the date of hearing before the Council and said notices shall be mailed no less than 15 days prior to the date of the first public hearing.

(5) In the event that the requests for amendments to the general requirements and uses are made, no application or posting shall be required but all of the requirements of this provision shall be adhered to.

Staff Recommendation:

Town staff recommends approval of a 3-foot reduction to the side yard setback from 10 feet to 7 feet as required development standard identified in the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning, Section § 154.065(E), Single Family Residential Districts.

Conditions of Approval:

None.

Staff Contacts:

Sam Amaya, Town Planner, (480)-505-5386, samaya@guadalupeaz.org



G.8 – G.9 Variance Request: 8829 S Calle Tomi



10 ft

7 ft

8829 S Calle Tomi

Current Zoning: R-1-9

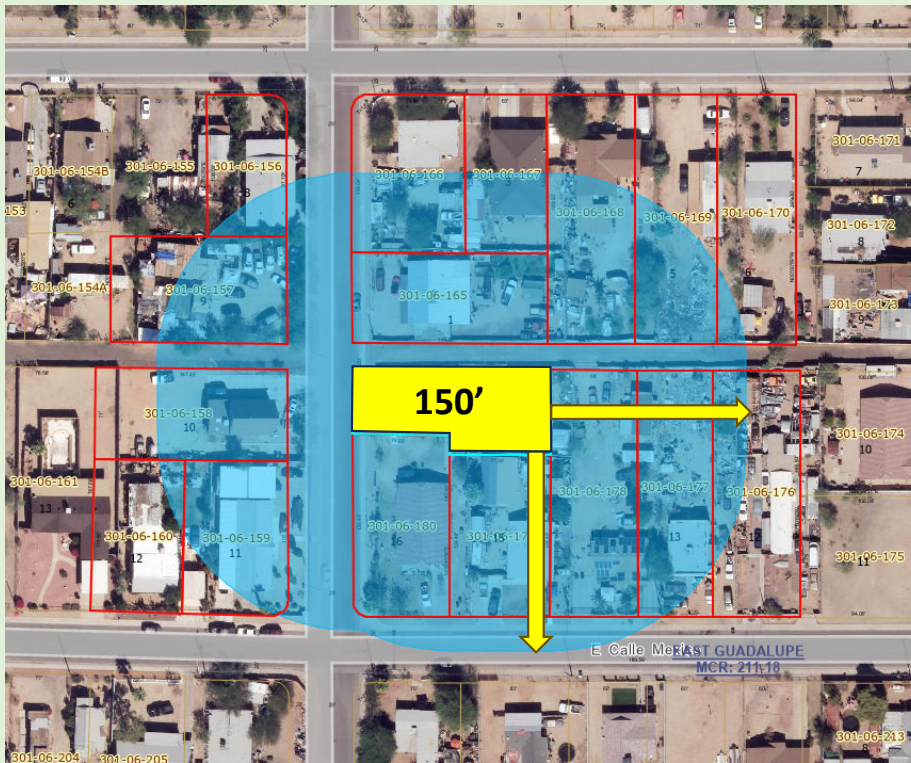
Lot Size: 8,940 Square Feet

Request: Seeking side yard variance to reduce the required 10 ft. setback to 7 ft.

Reasons: to build a 360 SF addition on an existing home. Original home built in 1952.



G.8 – G.9 Variance Request: 8829 S Calle Tomi



150' Notification Area

Notification was given on November 28th.

Y Comments were given before the council meeting



G.8 – G.9 Variance Request: 8829 S Calle Tomi

§154.065 SINGLE-FAMILY RESIDENTIAL DISTRICTS: R-1-9 AND R-1-

6.

The composition of the districts listed above shall be as follows.

(E) *Area, height, and setback regulations.*

(1) The following requirements shall be observed for residential uses in the R-1-9 and R-1-6 zoning districts.

Zoning District	Min. Lot Area	Minimum Yard Setbacks				Street Side	Rear	Max. Bldg. Height
		Min. Lot Width	Min. Lot Depth	Front	Side			
R-1-9	9,000 square feet	80'	100'	30'	10'	20'	10'	30'; access ory building



G.8 – G.9 Variance Request: 8829 S Calle Tomi

Variance Requests	Required	Existing Condition	Owner requests	Staff Recommendation
G(8). Decrease Minimum SY Setback	10 ft.	12 ft.	7 ft.	7 ft.

Zoning District	Min. Lot Area	Minimum Yard Setbacks				Street Side	Rear	Max. Bldg. Height
		Min. Lot Width	Min. Lot Depth	Front	Side			
R-1-9	9,000 square feet	80'	100'	30'	10'	20'	10'	30'; accessory building



G.8 – G.9 Variance Request: 8829 S Calle Tomi



North



Town Council Meeting: December 14th, 2023

§154.031 VARIANCES.

- (A) Application for a variance of zoning regulations shall be filed upon a form provided and shall be accompanied by plans and description sufficient to indicate the nature of the variance involved.
- (B) A variance from the provisions of this chapter shall not be authorized unless the Town Council shall find upon sufficient evidence:
- (1) There are special circumstances or conditions applying to the property, including its size, shape, topography, location, or surroundings, the strict application of this chapter will deprive such property of privileges enjoyed by other properties in the same district;
 - (2) Such special circumstances were not created by the owner or applicant; and
 - (3) The authorizing of the application will not be materially detrimental to persons residing or working in the vicinity nor constitute the granting of special privileges inconsistent with the limitations of adjacent property, the neighborhood, or the public welfare in general.



G.8 – G.9 Variance Request: 8829 S Calle Tomi



Town Staff Recommendation:

Approve a variance from the required 10ft setback to 7ft to build an addition on an existing home.

Sufficient evidence demonstrates:

- Special circumstances – existing lot smaller than minimum area and depth
 - 8940 square feet
 - 65.03ft lot depth
- Not detrimental to neighboring area, nor granting of special privileges



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: GUZMAN VARIENCES
 Existing use of property: RESIDENTIAL
 Proposed use of property: RESIDENTIAL
 Existing zoning: R2 Requested zoning (if applicable): R2

PROPERTY INFORMATION:

Address: 9010 S CALLE AZTECA GUADALUPE AZ, 85283 UNIT B
 Legal Description*: Section _____ Township _____ Range _____
 Maricopa County Assessor's Parcel Number (APN)*: 301-12-034
 Subdivision Name & Lot # (if applicable/available) GASTELLO LOT 34
 *Available at: <https://mcassessor.maricopa.gov/>

APPLICANT INFORMATION:

Name: STEVEN GUZMAN
 Mailing Address: 9010 S CALLE AZTECA GUADALUPE AZ, 85283 UNIT A
 Contact phone #: 602-615-8643 Email: SGUZMAN0023@GMAIL.COM
 Status (owner, agent, lessee, etc): OWNER/SON OF 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

Front setback

Lot depth

Rear setback

Building height

Sideyard setback

Lot Area Per Dwelling

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: RICARDO GUZMAN

Mailing Address: 9010 S CALLE AZTECA GUADALUPE AZ 85283

Phone #: 602-309-1215

Email: SGUZMAN0023@GMAIL.COM

PROPERTY OWNER AUTHORIZATION:

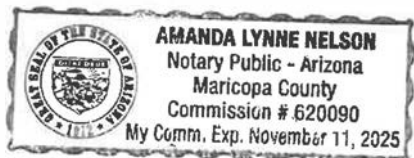
I hereby authorize STEVEN GUZMAN to file this application and act on my behalf in regard to this application.

Ricardo Guzman 11/03/23
(Signature) (Date)

Notary (Rezoning Applications Only)

The State of Arizona County of Maricopa
Subscribed, sworn to and acknowledged before me by Ricardo Guzman, the principal,
and subscribed and sworn to me by Samuel Amaya, the witness, this 28th day of
November (month), 2023 (year).

(signed) *Samuel Amaya*



Amanda Lynne Nelson
(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.

PLEASE ACCEPT THIS REQUEST OF NEW VARIENCES, TO SPLIT OUR CURRENT SINGLE
PARCEL, INTO TWO SEPARATE PARCELS

FEE SCHEDULE:

Type of Application	Fee	Calculate Fees
Appeals of administrative decisions	\$25	
Site plan review application	\$50	
Amendments to the Zoning Map for:		
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	
Conditional Use Permits		
Manufactured homes	\$50	
All other	\$50	
Variences		
Single-family residential	\$50	
All other	\$50	200
TOTAL		200 - 11/03/2023

APPLICANT SIGNATURE:



11/03/23

(Signature)

(Date)

STAFF USE ONLY

Town of Guadalupe Review Process

Case# _____

Zoning District: _____

Date of Application: _____

Fee: _____

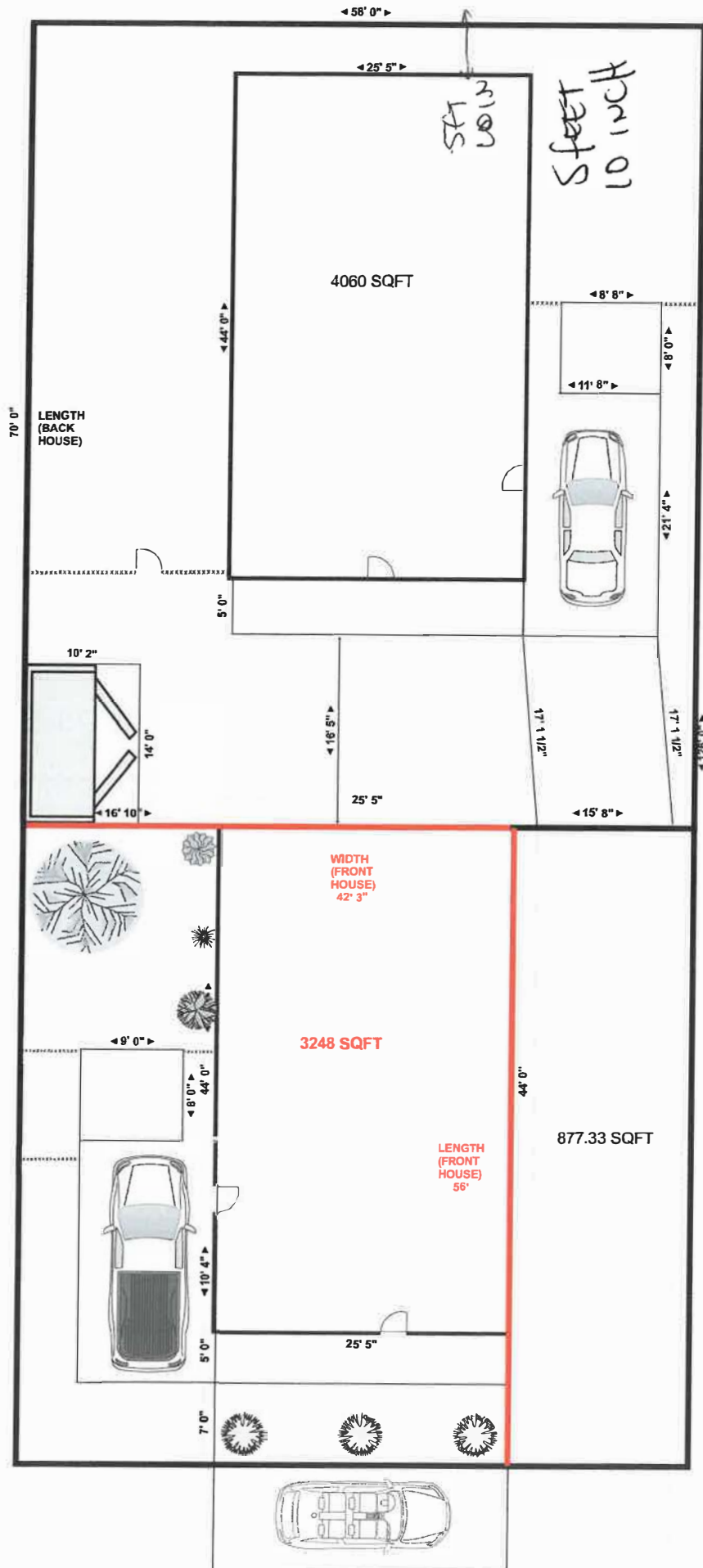
Accepted by: _____

Date Application Deemed Acceptable by Staff: _____

Date of Legal Advertisement: _____

Date(s) of Public Hearing(s): _____

Council Decision: _____



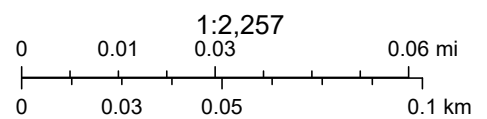
Map

↑ North 96



December 1, 2023

Override 1





301-12-034

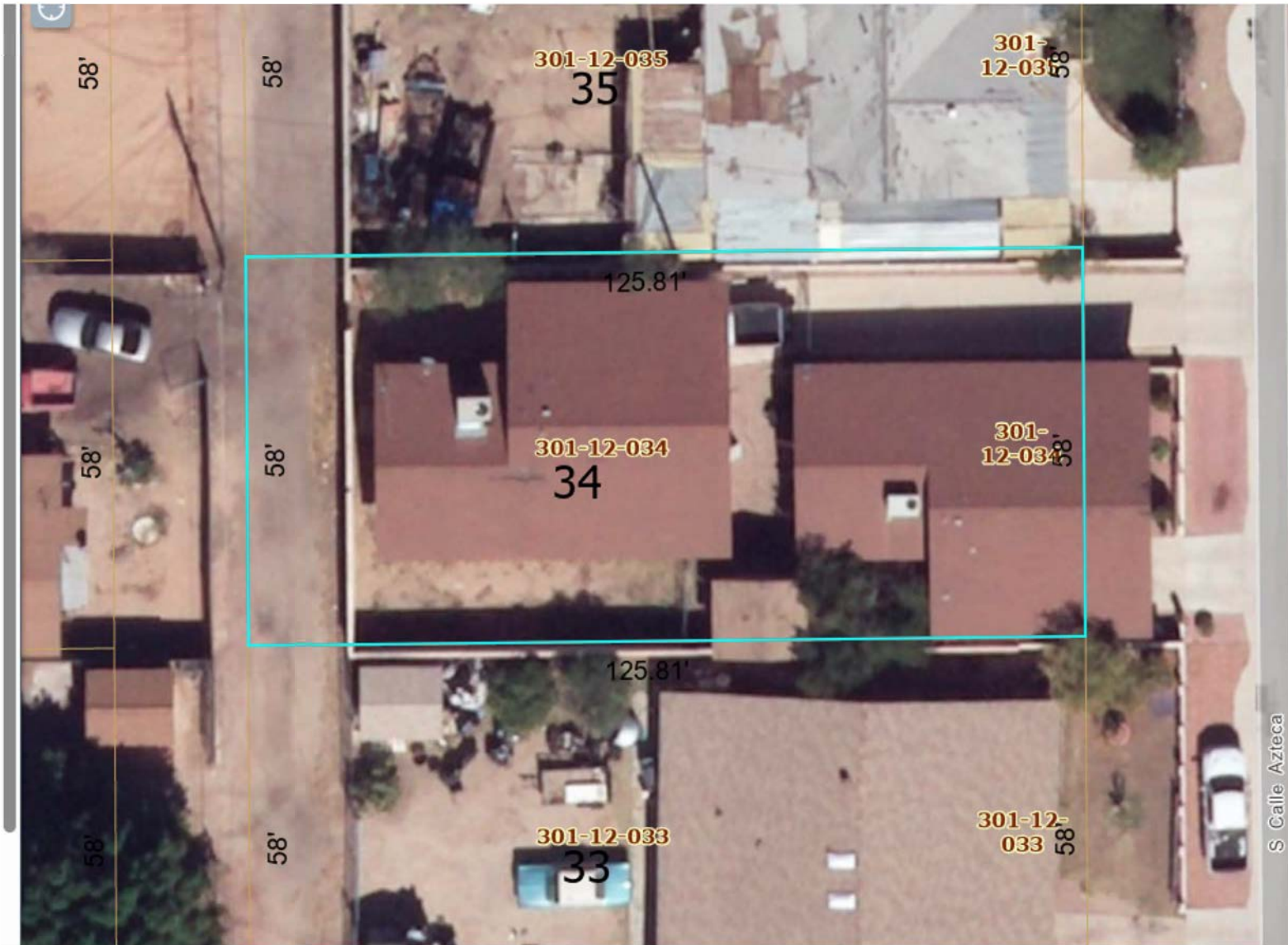
Owner Information

Owner Name: GUZMAN RICARDO
 9010 S CALLE
 Property Address: AZTECA GUADALUPE 85283
 Mailing Address: 9010 S CALLE AZTECA GUADALUPE AZ USA 85283
 Deed Number: 20050796474
 Sale Date:
 Sale Price: \$

Property Information

Lat/Long: 33.365655, -111.964561
 S/T/R: 5 1S 4E
 Jurisdiction: GUADALUPE
 Zoning: R-2
 PUC: 0131
 Lot Size (sq ft): 7309.000000
 MCR #: 62-42
 Subdivision: GASTELLO
 Lot #: 34
 Floor: 1
 Construction Year: 1998
 Living Space (sq ft): 2,244

Valuation Information



9010 S CALLE AZTECA

PUBLIC NOTIFICATION: 150-FOOT REQUIREMENT



CARPIO IGNACIO G
5909 E CALLE SEWA
GUADALUPE AZ 85283

FLORES ROSALINO JR
9005 S CALLE AZTECA
GUADALUPE AZ 85283

PEREZ DOREEN FRANCES
9009 S CALLE AZTECA
GUADALUPE AZ 85283

MARTINEZ MANUEL G & GUADALUPE
9015 S CALLE AZTECA
GUADALUPE AZ 85283

CASTORENA GERARDO
9019 S CALLE AZTECA
GUADALUPE AZ 85283

ORTIZ ALICE R
9023 S CALLE AZTECA
GUADALUPE AZ 85283

GUERRERO KENNY/PAMELA
6612 S 40TH WAY
PHOENIX AZ 85042

GUZMAN JUSTO G/GLORIA
D/REYNALDO D
9018 S CALLE AZTECA
GUADALUPE AZ 85283

CHAVEZ ROSALIE HERNANDEZ/HERNANDEZ
RICARDO ROSALIO/ARIAS DELMA
9014 S CALLE AZTECA
GUADALUPE AZ 85283

GUZMAN RICARDO
9010 S CALLE AZTECA
GUADALUPE AZ 85283

ESPINOZA FRANCIS F/DYAMENT
ESTHER
9006 S CALLE AZTECA
GUADALUPE AZ 85283

DELGADO BACILIO/GUTIERREZ OLGA
CAVAZOS
9000 S CALLE AZTECA
GUADALUPE AZ 85283

BELTRAN RAMIRO POPOCA
9407 S CALLE VAUO NAWI
GUADALUPE AZ 85283

BELTRAN RAMIRO POPOCA
9407 S CALLE VAUO NAWI
GUADALUPE AZ 85283

FRIAS AURORA G/PEREZ
ERNESTINA/HERNANDEZ J A
9009 S CALLE SAHUARO
GUADALUPE AZ 85283

PEREZ MARGARITA G
9015 S CALLE SAHUARO
GUADALUPE AZ 85283

AVILA ANITA C/MARIA RITA
PO BOX 13011
TEMPE AZ 85284

WHEN RECORDED MAIL TO:

RICARDO GUZMAN
9243 S. CALLE SAHUARO
GUADALUPE, AZ 85283

2

2 OF 2

TOMUTAC

QUIT CLAIM DEED

Effective Date: 06/10/05 County and State: MARICOPA, ARIZONA

GRANTORS (Name, Address & Zip Code):
Ricardo and Erlinda Guzman, Husband and Wife,
As Joint Tenants With Right of Survivorship
9243 S. Calle Sahuaro
Guadalupe, AZ 85283

GRANTEE (Name, Address & Zip Code):
Ricardo Guzman, a married Man, as his
sole and separate property.

SUBJECT REAL PROPERTY (Address or Location) Legal Description Proofed
Maricopa County, Arizona By Persons Whose Initials
Appear to the right 1 _____ 2 _____

SUBJECT REAL PROPERTY (Legal Description)

Lot 34, Gastello, According to the plat of record in the office of the county recorder of Maricopa County, Arizona, recorded in book 62 of maps page42

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

EXEMPTION A.R.S. 11-1134.B.3

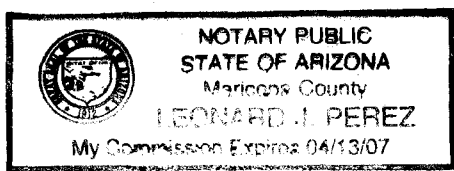
Ricardo Guzman
Ricardo Guzman, GRANTOR
Erlinda Guzman
Erlinda Guzman, GRANTOR

STATE OF ARIZONA)
)ss
County of Maricopa)

SUBSCRIBED AND SWORN to before me this 10th day of June, 2005
by Ricardo Guzman and Erlinda F. Guzman, GRANTORS.

MY COMMISSION EXPIRES: 04/13/07

Leonard J. Perez
Notary Public





Notice of Public Hearing

The Guadalupe Town Council will hold a public hearing on Thursday, December 14, 2023, at 6:00 p.m., Guadalupe Town Hall, 9241 S. Avenida del Yaqui, Council Chambers, Guadalupe, AZ 85283, to receive public comment on the following:

PUBLIC HEARING: Request for variance requests of the Town of Guadalupe Zoning Code of Ordinances , TITLE XV, LAND USAGE, CHAPTER 154, ZONING, COMPOSITION OF DISTRICTS, SECTION § 154.066(E), TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS, Area, height, and setback regulations. The variance requests include reduction of the Minimum Lot Area Per Dwelling Unit First Two Dwelling Units and decrease the Minimum Yard Setbacks on the property located at 9010 S Calle Azteca Guadalupe AZ (APN 301-12-034). The lot is zoned R-2, One- and Two-Family Residential.

1. **Variance Application (V2023-07)** – Steven Guzman, Applicant, is requesting a variance to the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, COMPOSITION OF DISTRICTS, SECTION § 154.066(E), TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS, Area, height, and setback regulations. The variance request is to reduce the Minimum Lot Area Per Dwelling Unit First Two Dwelling Units from 5,000 square feet to 3,248 square feet of lot A. The property is located at 9010 S Calle Azteca Guadalupe AZ (APN 301-12-034). The lot is zoned R-2, One- and Two-Family Residential.
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Town of Guadalupe
9241 South Avenida del Yaqui
Guadalupe, AZ 85283
(480) 730-3080



4. **Variance Application (V2023-10)** – Steven Guzman, Applicant, is requesting a variance to the Town of Guadalupe Zoning Code of Ordinances TITLE XV, LAND USAGE, CHAPTER 154, ZONING, COMPOSITION OF DISTRICTS, SECTION § 154.066(E), TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS, Area, height, and setback regulations. The variance request is to reduce the Minimum Lot Area Per Dwelling Unit First Two Dwelling Units from 5,000 square feet to 4,937 square feet of lot (B). The property is located at 9010 S Calle Azteca Guadalupe AZ (APN 301-12-034). The lot is zoned R-2, One- and Two-Family Residential.

Written comments or objections may be filed via email at clerk@guadalupeaz.org prior to, or at the hearing. Copies of the Application are available for review at Guadalupe Town Hall.

THE RECORD REPORTER

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

RR# 3760649

COPY OF NOTICE

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

Reference #
Notice Type: MCHRG NOTICE OF HEARING
Ad Description
9010 S CALLE AZTECA

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):

11/29/2023

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

Publication	\$8.60
Arizona Sales Tax	\$0.04
Total	\$8.64

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11/29/23

RR-3760649#

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9241 S AVENIDA DEL YAQUI
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11/29/23

RR-3760649#

Your Legal Publishing



* A 0 0 0 0 0 6 4 6 0 7 6 1 *

December 7, 2023

To: The Town of Guadalupe Town Council
Through: Jeff Kulaga, Town Manager / Town Clerk
From: Sam Amaya, Town Planner
RE: **9010 S CALLE AZTECA VARIANCE REQUESTS – STAFF REPORT**

Request:

The applicant is requesting approval of 4 variances: 2 lot size variances from the minimum 5,000 square feet and 2 variances from the minimum setbacks, as required in the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning, Section § 154.066 Two-Family R-2 District and Multi-Family R-3 and R-4 Districts.

Site:



Property owner: Ricardo Guzman

Applicant: Steven Guzman

Address: 9010 S Calle Azteca, Guadalupe AZ, 85283

Zoning Designation: R-2

Parcel Number: 301-12-034

History:

The homes on the property were built in 1998 in the West Guadalupe neighborhood.

Background:

The applicant intends to file an application to split the property into two properties. To complete this, the applicant is required to get 4 variances, consisting of 2 variances of minimum setback and 2 variance of minimum lot size.

To facilitate the proposed property lot split, variances from required Town Code standards for the two properties are necessary.

Per Town Code section **§ 154.031 VARIANCES**, this request for a variance to the R-2 development standards must demonstrate the following:

§ 154.031 VARIANCES.

(B) A variance from the provisions of this chapter shall not be authorized unless the Town Council shall find upon sufficient evidence:

- (1) There are special circumstances or conditions applying to the property, including its size, shape, topography, location, or surroundings, the strict application of this chapter will deprive such property of privileges enjoyed by other properties in the same district;*
- (2) Such special circumstances were not created by the owner or applicant; and*
- (3) The authorizing of the application will not be materially detrimental to persons residing or working in the vicinity nor constitute the granting of special privileges inconsistent with the limitations of adjacent property, the neighborhood, or the public welfare in general.*

The current zoning on the subject property is R-2. Current development standards for properties zoned R-2 identify a minimum lot area of 5,000 square feet. The proposed new properties will have 2,679 square feet on the front property, and 4,629 square feet on the back property.

Zoning District	Min. Lot Area Per D.U. First 2 D.U.	Min. Lot Area Per D.U. Add'l D.U.	Min. Lot Width	Minimum Yard Setbacks				Max Bldg. Hgt.
				Frnt.	Side	Street Side	Street Rear	
R-2	5,000 sq. ft.		75'	25'	7**	20'	20'	30'
R-3	5,000 sq. ft.	2,500 sq. ft.	100'	20'	7**	15'	15'	30'
R-4	5,000 sq. ft.	1,250 sq. ft.	100'	20'	7**	15'	15'	30'
*for ease of access, 1 side shall be at least 10 feet in width. Churches and schools 35 feet on each side.								
The minimum provisions listed above shall not apply to any lot of smaller size already of record in the office of the County Recorder of Maricopa County, Arizona, before the effective date of this chapter.								

The proposed properties are depicted in **Exhibit A** below, the applicant’s submitted site plan:

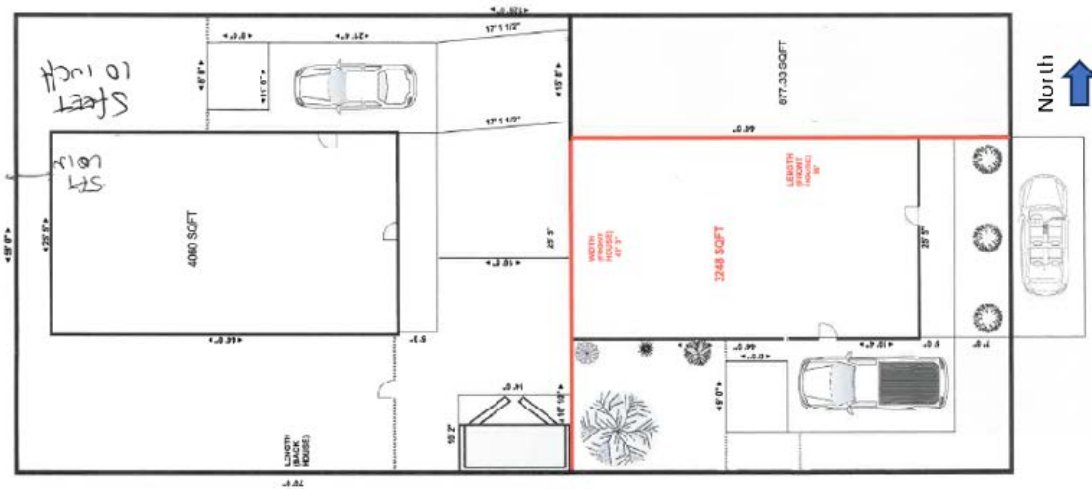


Exhibit A – Submitted Site Plan

Due to the configuration of the existing homes on the subject property, the proposed lot split will not meet R-2 required back yard and side yard setbacks. For R-2 zoning classification, the required backyard setback is 20 feet and the side yard setback is 7, from home/structure to property line respectively.

The applicant is applying for a 0-foot setback variance on the back and side yard of the front property. Town staff is recommending the setback to be 3 feet from front home.

Shown below in **Exhibit B** is how the existing homes will protrude into the setbacks of the proposed lot split.



Exhibit B – Proposed property Line

When examining four requested variances in relation to Town Code **154.031 VARIANCES**, the applicant’s request will not be materially detrimental to persons residing or working in the vicinity nor constitute the granting of special privileges inconsistent with the limitations of adjacent property, the neighborhood, or the public welfare in general.

Exhibit C below depicts the existing conditions where homes and structures have been built within required setbacks on neighboring properties.



Exhibit C – Surrounding Area



Exhibit D – Public notification Area

The blue bubble above in **Exhibit D** shows all parcels within 150 feet. These parcels have been notified by mail on November 28, 2023 regarding this variance request in accordance with Town code section **§ 154.034 NOTIFICATION**.

(A) Upon receiving a complete application for any specified request, the Town Manager/Clerk shall place the request upon the agenda for a regular meeting of the Council within the number of days specified in this chapter from the date of application submission to hearing date, or if the number of days are not specified, place the request upon the agenda on the next available regular meeting of the Council.

(B) (1) For all Council hearings, the time, place, and date of the hearing shall be posted on the property affected, at least 15 days prior to the hearing.

(2) It shall not be the responsibility of the town to maintain the posting once erected. At least 15 days notice of time, place, and date of such hearing shall be published in an official paper of the town or a paper of general circulation in the town.

(3) The notice required to be published and posted shall also be mailed to the last known address of all owners of property within 150 feet of the property proposed to be rezoned or for which a variance is to be considered by said amendment, said owners to be determined by a current list of ownership.

(4) This list of owners shall be obtained not more than 30 days prior to the date of hearing before the Council and said notices shall be mailed no less than 15 days prior to the date of the first public hearing.

(5) In the event that the requests for amendments to the general requirements and uses are made, no application or posting shall be required but all of the requirements of this provision shall be adhered to.

Staff Recommendation:

Staff recommends approval of the four variances to allow for the lot split at 9010 South Calle Azteca, Guadalupe, Arizona, as follows:

Property A:

1. Variance of required Minimum Lot Size 5,000 square feet to allow for a 2,679 square foot lot.
2. Variance of required Minimum Side Yard Setback of 7 feet to 3 feet.
3. Variance of required Minimum Back Yard Setback of 20 to 3 feet.

Property B:

4. Variance of required Minimum Lot Size 5,000 square feet to allow for a 4,629 square foot lot.

Conditions of Approval:

None.

Staff Contacts:

Sam Amaya, Town Planner, (480)-505-5386, samaya@guadalupeaz.org



9010 S Calle Azteca G.10 – G.14 Variance Requests:



9010 S. Calle Azteca
Zoning: R-2
Lot Size: 7309 square feet

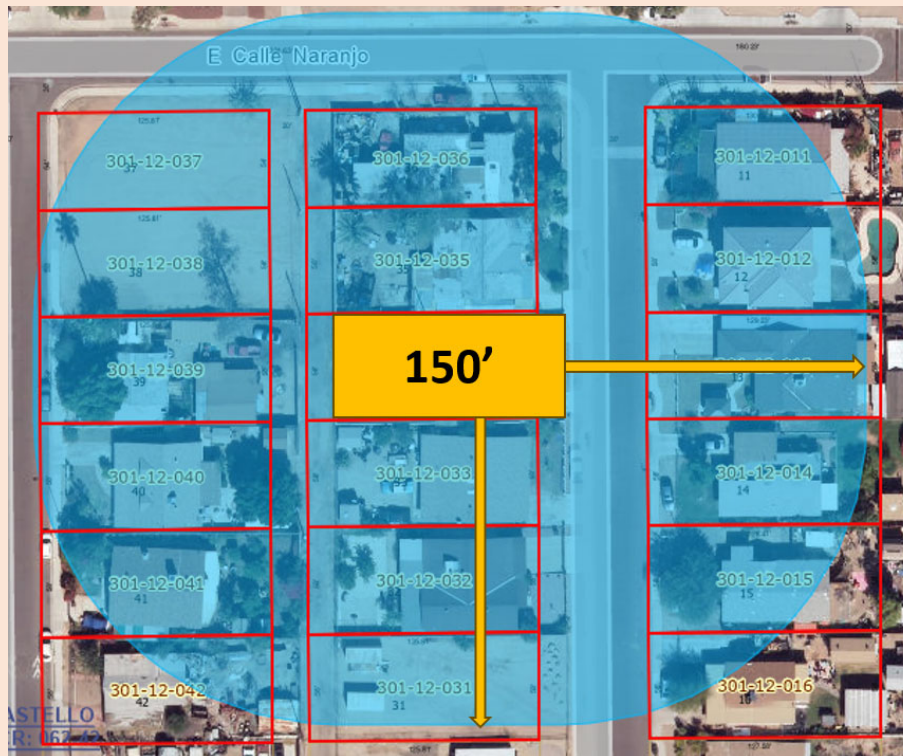
Request: 4 variances:

- 2 lot size variances for a potential lot split with both properties being below the required minimum lot size of 5,000 square feet for R-2 zoning.
- 2 setback variances for a potential lot split with the front home being within the minimum side and backyard setback requirements.





9010 S Calle Azteca G.10 – G.14 Variance Requests:



Notification Area:

- Notification occurred November 28th.
- One inquiry received.
- No opposition received to variance requests.



9010 S Calle Azteca G.10 – G.14 Variance Requests:

Requests:

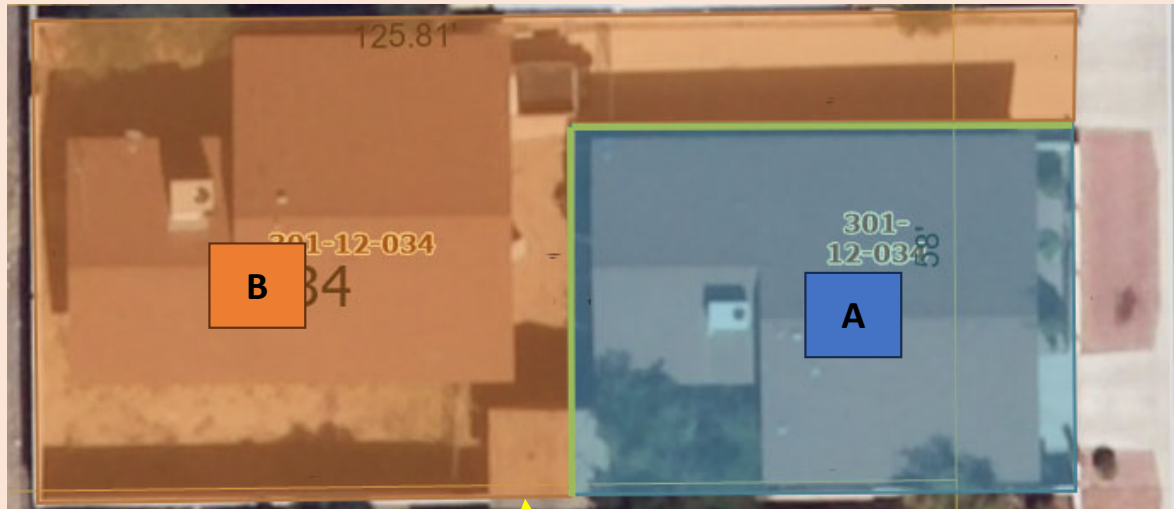
- Seeking 2 lot size variances for a potential lot split with both properties being below the required minimum lot size for R-2 zoning.
- Seeking 2 setback variances for a potential lot split with both existing homes being within the minimum setback requirements.

Should the variances be approved, the applicant will be applying for a lot split with the county.





9010 S Calle Azteca G.10 – G.14 Variance Requests:



Proposed Property Split:

- Property A: 2,679 square feet lot size.
- Property B: 4,629 square feet lot size.

Proposed property line
3ft from wall of the
front home



9010 S Calle Azteca G.10 – G.14 Variance Requests:

§ 154.066 TWO-FAMILY R-2 DISTRICT AND MULTI-FAMILY R-3 AND R-4 DISTRICTS.

(A) *Intent.* The two-family and multi-family districts are intended to provide for a variety of lifestyles and residential densities. The R-2 District is intended to provide for medium density, one-family and two-family dwellings. The R-3 District is intended for medium density, multi-family dwellings. The R-4 District is intended for higher density, multi-family.

(B) *Permitted uses.*

- (1) Any use permitted in the R-1-6 and R-1-9 Districts;
- (2) Two-family dwellings (duplex);
- (3) Boarding houses; and

as limited in the R-1-9 and R-1-6 Districts.

(E) *Area, height, setback regulations.*

- (1) The following requirements shall be observed for permitted uses in the R-2, R-3, and R-4 Zoning Districts:

Zoning District	Min. Lot Area Per D.U. First 2 D.U.	Minimum Yard Setbacks				Street Side	Street Rear	Max Bldg. Hgt.
		Min. Lot Area Per D.U. Add'l D.U.	Min. Lot Width	Frnt.	Side			
R-2	5,000 sq. ft.		75'	25'	7'*	20'	20'	30'

*for ease of access, 1 side shall be at least 10 feet in width. Churches and schools 35 feet on each side.



9010 S Calle Azteca G.10 – G.14 Variance Requests:

Variance Requests	Required	Existing Condition	Owner requests	Staff Recommendation
Lot A (Front Property)				
G(11) Decrease Minimum Lot Size	5,000 S.F.	7,309 S.F.	3248 S.F.	2,679 S.F.
G(12) Decrease Minimum SY Setback	7 ft.	15 ft.	0 ft.	3 ft.
G(13) Decrease Minimum BY Setback	20 ft.	---	0 ft.	3 ft.
Lot B (Back Property)				
G(14) Decrease Minimum Lot Size	5,000 S.F.	7,309 S.F.	4,060 S.F.	4,629 S.F.

Zoning District	Min. Lot Area Per D.U. First 2 D.U.	Min. Lot Area Per D.U. Add'l D.U.	Minimum Yard Setbacks				Max Bldg. Hgt.	
			Min. Lot Width	Front	Side	Street Side		Street Rear
R-2	5,000 sq. ft.		75'	25'	7'*	20'	20'	30'

*for ease of access, 1 side shall be at least 10 feet in width. Churches and schools 35 feet on each side.



9010 S Calle Azteca G.10 – G.14 Variance Requests:



§154.031 VARIANCES.

- (A) Application for a variance of zoning regulations shall be filed upon a form provided and shall be accompanied by plans and description sufficient to indicate the nature of the variance involved.
- (B) A variance from the provisions of this chapter shall not be authorized unless the Town Council shall find upon sufficient evidence:

- (1) There are special circumstances or conditions applying to the property, including its size, shape, topography, location, or surroundings, the strict application of this chapter will deprive such property of privileges enjoyed by other properties in the same district;
- (2) Such special circumstances were not created by the owner or applicant; and
- (3) The authorizing of the application will not be materially detrimental to persons residing or working in the vicinity nor constitute the granting of special privileges inconsistent with the limitations of adjacent property, the neighborhood, or the public welfare in general.



9010 S Calle Azteca G.10 – G.14 Variance Requests:



North



Town staff recommendation:

Approve the variances for each proposed property.

Lot size variances for a lot split with both properties being below the required minimum lot size for R-2 zoning.

Setback variances for a lot split with property A being within the new the minimum setback requirements.

These variances will not be detrimental, nor granting special privileges.

These setback variances will be for existing homes.

RESOLUTION NO. R2023.20

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR, OR DESIGNEE, TO EXECUTE A GRANT-IN-AID AGREEMENT BETWEEN THE TOHONO O’ODHAM NATION AND THE TOWN OF GUADALUPE, TO ACCEPT AN AWARDED 12% LOCAL REVENUE SHARING CONTRIBUTION IN THE AMOUNT OF \$275,000 TO BE TRANSMITTED TO THE BOYS AND GIRLS CLUB OF THE VALLEY – THUNDERBIRD GUADALUPE BRANCH FOR CONSTRUCTION OF A SECURE CLUB ENTRANCE

WHEREAS, pursuant to Article VI, Section 1(f) provides that the Tohono O’odham Legislative Council is authorized to negotiate and conclude agreements on behalf of the Nation with Federal, State, and local governments; and

WHEREAS, pursuant to Article VII, Section 2(f) provides that the Chairman of the Nation is the official representative of the Nation; and as such, upon passage of a Resolution by the Legislative Council approving of any agreement with Federal, State, and local governments, the Chairman is authorized to sign such agreements on behalf of the Nation; and

WHEREAS, pursuant to Under A.R.S. § 5-601.02(H)(4), the Town may receive monies from the Nation for services identified by the Nation that benefit the general public, including public safety, mitigation of gaming impacts, and promotion of commerce and economic development; and

WHEREAS, the Town is authorized by A.R.S. § 11-951 through § 11-954 to enter into agreements for joint or cooperative actions with public agencies; and

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

The Mayor, or designee, is authorized and directed to execute a grant-in-aid agreement, GIA (C2023-31), between the Tohono O’odham Nation and the Town of Guadalupe to accept an awarded 12% Contribution Grant in the amount of \$275,000 to be transmitted to the Boys And Girls Club of the Valley – Thunderbird Guadalupe branch for construction of a secure club entrance. Adoption of this resolution authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this agreement.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, THIS 14TH DAY OF DECEMBER 2023.

Valerie Molina, Mayor

ATTEST:

Approved as to Form:

Jeff Kulaga
Town Manager/Clerk

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

**GRANT-IN-AID AGREEMENT
BETWEEN
THE TOHONO O’ODHAM NATION
AND
CITY OF GUADALUPE, AZ**

THIS GRANT-IN-AID AGREEMENT (“Agreement”) is between the Tohono O’odham Nation, a federally recognized Indian tribe (the “Nation”), and the City of Guadalupe, AZ, a political subdivision of the State of Arizona (“City”).

RECITALS

The Nation desires to convey to City a portion of its annual 12% local revenue-sharing contribution (“Contribution”) to be used by City and City recipients for services that benefit the general public.

The Constitution of the Tohono O’odham Nation, Article VI, Section 1(f) provides that the Tohono O’odham Legislative Council is authorized to negotiate and conclude agreements on behalf of the Nation with Federal, State, and local governments.

The Constitution of the Tohono O’odham Nation Article VII, Section 2(f) provides that the Chairman of the Nation is the official representative of the Nation; and as such, upon passage of a Resolution by the Legislative Council approving of any agreement with Federal, State, and local governments, the Chairman is authorized to sign such agreements on behalf of the Nation.

Under A.R.S. § 5-601.02(H)(4), City may receive monies from the Nation for services identified by the Nation that benefit the general public, including public safety, mitigation of gaming impacts, and promotion of commerce and economic development.

City is authorized by A.R.S. § 11-951 through § 11-954 to enter into agreements for joint or cooperative actions with public agencies.

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

AGREEMENT

- 1. Purpose.** The purpose of this Agreement is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution, as hereinafter defined.
- 2. Contribution.** On execution of this Agreement, the Nation will issue payment to the City in the amount described in Schedule A (the “Contribution”) for the purpose(s) detailed in Schedule A. City will distribute funds directly to the recipients (“Recipients”) listed in Schedule A.

[Type here]

3. Disbursement of Contribution.

- a. **Disbursing Contribution and Recordkeeping.** City is responsible for disbursing the Contribution consistent with this Agreement. Within a reasonable time following receipt of the Contribution from the Nation, City shall distribute the Contribution per City policies and procedures governing the disbursement of these funds. City shall keep and maintain records relating to the disbursements and this Agreement.
- b. **Post-Disbursement Responsibilities.** When applicable, the parties agree that City will be acting as a conduit for distribution of the Contribution to the Recipient. Upon distribution of the Contribution to the Recipients as identified in Section 2 of this Agreement, the City shall have no further responsibility to the Nation with respect to such funds or the use thereof by the Recipients. Therefore, upon the City's disbursement of the Contribution to a Recipient as provided in Section 2, the Nation shall release the City from any and all claims, demands, debts, liabilities, or obligations that may arise in the event that a Recipient fails to expend the Contribution in accord with Section 2. The Nation further agrees that the City shall have no obligation to reimburse the Nation the amount of the Contribution after the City disburses the Contribution to a Recipient and that the Nation shall look solely to the Recipient for repayment of the Contribution if the Contribution is not used for the intended purposes.

4. Term and Termination.

- a. **Effective Date.** This Agreement shall become effective when all parties have signed. The date this Agreement is signed by the last party, as indicated by the date associated with the party's signature, shall be deemed the Effective Date.
- b. **Term.** This Agreement shall commence upon the Effective Date and will continue for twelve (12) months unless terminated earlier ("End Date"). The Nation, in its discretion, may approve in writing any request by the City for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.
- c. **Termination by Nation.** The Nation may terminate this Agreement with or without cause at any time by providing City fifteen (15) days advance notice in writing. If the Nation terminates this Agreement after City receives the Contribution but before City disbursed the Contribution in accord with Section 2, the Nation shall include in the notice of termination specific instructions regarding disposition of the Contribution.
- d. **Termination by City.** All parties acknowledge that this Agreement may be subject to cancellation by City per A.R.S. § 38-511.

5. **Money Unclaimed.** If City fails to accept the Contribution on or before June 30, 2024, this Agreement will be deemed to have been terminated by City and the Nation will award the Agreement Contribution to another local government entity.

6. **Monitoring, Review, and Audit.** The Nation may monitor and review the Recipients' use of their portions of the Contribution as well as the Recipients' performance of the projects

funded thereunder, and their compliance with this Agreement, which may include onsite visits to assess the Recipients' governance, management and operations, to discuss the Recipient's programming and finances, and review relevant financial and other records and materials related to the Recipient's use of their portion of the Contribution. In addition, the Nation may conduct audits, including onsite audits, at any time during the term of this Agreement, and within three years after the Contribution has been fully spent by the Recipients. Any onsite visit or audit shall be conducted at the Nation's expense, following prior written notice, during normal business hours, and no more than once during any twelve (12) month period.

- 7. Dispute Resolution.** The parties mutually agree that any disputes arising pursuant to this Agreement shall be resolved through informal dispute resolution. For all disputes arising under this Agreement the Nation and City shall first attempt to negotiate a resolution. All disputes that cannot be resolved through informal dispute resolution shall be resolved in the Courts of the Nation, subject to the laws of the Nation.
- 8. Notices.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to the Nation:

Verlon M. Jose, Chairman
Tohono O'odham Nation
P.O. Box 837
Sells, Arizona 85634
Phone: (520) 383-2028
Fax: (520) 383-3379

and

Executive Counsel
Tohono O'odham Nation
P.O. Box 837
Sells, Arizona 85634
Phone: (520) 383-2028
Fax: 520-383-3379

If to the City:

City of Guadalupe
Attn: Jeff Kulaga
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283

[Type here]

(480) 505-5376
 jkulaga@guadalupeaz.gov

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

- 9. Entire Agreement, and Amendments.** This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incident hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.
- 10. Relationship.** The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. The parties do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship which would impose liability upon one party for the act or failure to act of the other party.
- 11. No Waiver.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- 12. Severability.** If any provision of this Agreement shall be found invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- 13. Counterparts and Electronic Signatures.** This Agreement is executed in duplicate originals. Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.
- 14. Sovereign Immunity.** Nothing in this Agreement shall be deemed a waiver of either party's sovereign immunity in any forum or jurisdiction.

This Agreement is signed on behalf of the parties:

TOHONO O'ODHAM NATION



Verlon M. Jose, Chairman

11/15/2023

Date

[Type here]

CITY OF GUADALUPE

Mayor

Date

ATTEST:

Clerk of the City Council

Date

[Type here]

Schedule A--Recipients

Program	Project	Contribution
.Boys & Girls Clubs of the Valley- Thunderbirds Guadalupe Branch	Secure Entrance Project	\$275,000.00
	Total:	\$275,000.00

[Type here]

**TOWN OF GUADALUPE
AGREEMENT FOR HOMELESS SERVICES**

THIS AGREEMENT made and entered into, by and between the **TOWN OF GUADALUPE** ("Town"), an Arizona municipal corporation, and **PHOENIX RESCUE MISSION**. ("Contractor"), an Arizona nonprofit organization, who shall be collectively referenced to as the "Parties", or individually as a "Party".

WHEREAS it is necessary that the **Town of Guadalupe** and **Phoenix Rescue Mission** enter into an **AGREEMENT** for the implementation of certain activities to address homelessness within the Town boundaries.

AGREEMENT TERM: This **AGREEMENT** shall take effect as of the date of execution by the **Town** and shall be in effect until June 30, 2025, with an option to extend for an additional 12 months, if desired by both parties.

AGREEMENT

NOW, THEREFORE, Town retains Contractor to perform, and Contractor agrees to rend the services in accordance with the terms and conditions set forth as follows:

1. **AMOUNT AND NATURE OF ASSISTANCE BY THE TOWN:**
 - a. Subject to all of the terms, covenants and conditions of this Agreement, the TOWN will provide up to \$240,000 of the American Rescue Plan Act ("ARPA") funds provided by Maricopa County ("County") administered by its Human Services Department, to administer homeless outreach services as described in the Scope of Work as submitted by the Contractor (Exhibit A).
 - b. The CONTRACTOR specifically agrees to be responsible for all sums in excess of the funds provided by the Town necessary to operate the Program.
2. **CONTRACT TERM:** The Term of this Agreement shall be performed from December 1, 2023, through June 30, 2025.
3. **PRICE:** The Town will disburse portions of the available funds in such amounts and increments as may be approved by the Town to reimburse the Contractor for expenses reflected in the approved included in Exhibit B: Budget.
 - a. Reimbursements will be made upon submission by the Contractor of proper invoices and supporting documentation, as required by the Town in its reasonable discretion.
 - b. The budget may not be amended or supplemented without the prior written consent of the Town.

4. PERFORMANCE REPORTS; WORK CONFERENCES; HMIS ENTRIES:
 - a. The Contractor will prepare and submit monthly performance reports, and other reports and records as may be required by the Town which will summarize data and operation of the program.
 - b. The Contractor's Executive Director or key personnel will attend work conferences and other meetings as may be required by the Town.
 - c. The Contractor will set up an activity on the Homeless Management Information System (HMIS) and the Contractor will be responsible for entering data and keeping the input current. The Town will have access to the activity and able to review the data entered.

5. INDEPENDENT CONTRACTOR: Contractor shall at all times during Contractor's performance of services retain the Contractor's status as an independent contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of Town, and Town shall have no obligation to pay or withhold state or federal taxes, or provide workers compensation or unemployment insurance for or on behalf of them or Contractor. Contractor shall supervise and direct the delivery of the materials using its best skill and attention. Except as provided in this Agreement, Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, and for coordinating all portions of the work required by the contract documents. Contractor shall be responsible to the Town for the acts and omissions of its employees.

6. INDEMNIFICATION: To the fullest extent of the law, Contractor shall defend, indemnify and hold harmless Town, its elected and appointed officers, officials, agents and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with or alleged to have arisen from or connected with, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Work or services of Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify Town, its special districts, elected and appointed officers, officials, agents, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to impairment, or destruction of property including loss of use resulting therefrom, caused by a Contractor's acts, errors, mistakes, omissions, Work or services in the performance of this Agreement including any employee of Contractor, any tier Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Work or Services Contractor may be legally liable. To the fullest extent

of the law, the Town shall defend, indemnify and hold harmless Contractor, its directors, officials, agents and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with or alleged to have arisen from or connected with, relating to, arising out of, or alleged to have resulted from the negligence, errors, mistakes, omissions of the Town, its elected and appointed officers, officials, agents, employees, or any other third party contractors that may relate to the terms of this Agreement. The Town's duty to defend Contractor shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to impairment, or destruction of property including loss of use resulting therefrom, caused by the Town's acts, errors, mistakes, omissions, negligence in relation to the terms of this Agreement, including any Town employee, elected and appointed officers, official or any other contractor or person for whose acts, errors, mistakes, omissions may be legally liable.

7. ENFORCED DELAYS (FORCEMAJUERE): Neither Town nor Contractor, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor dispute, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco- terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, Sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the Work. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of consultants, subcontractors, vendors, or investors desired by Contractor in connection with the Work. Contractor agrees that Contractor alone will bear all risks of delay which are not Enforced Delay. In the event of any such Enforced Delay, the time or times of performance of the obligations or the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of such provisions of this section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced

Delay exceed ninety (90) calendar days.

8. **GOVERNING LAW AND VENUE:** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Maricopa County, State of Arizona. The Parties hereby **waive** all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of term or condition of this Agreement It is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.
9. **WRITTEN NOTICE:** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity, or to an office of the corporation for whom it was intended or if delivered at or sent registered or certified mail, return receipt requested, and first-class postage prepaid to the last business address known to them who gives notice.
- **For Contractor:**
Phoenix Resue Mission
1540 W Van Buren St
Phoenix Az 85007
 - **For Town:**
Town of Guadalupe
Attn: Town Manager
9241 S Avenida del Yaqui
Guadalupe, AZ 85283
jkulaga@guadalupeaz.org
10. **SAFETY:** Contractor and/or its subcontractors shall be solely responsible for job safety at all times within the scope of the Work.
11. **RIGHTS AND REMEDIES:** The duties and obligations imposed by the Agreement documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, right and remedies otherwise imposed

or available by law. No action or failure to act by Town or Contractor shall constitute a waiver of any right or duty duly afforded any of them under the Agreement, nor shall any action or failure to act constitute an approval of or an acquiescence to any breaches hereunder except as may be specifically agreed to in writing.

12. AMENDMENT: It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that oral understandings or agreements not incorporated herein shall not be binding on the parties. That said, the agreed upon scope of work, or solution to the stated technology issue, will be completed within the initial term of the Agreement.

13. ENTIRE AGREEMENT: This Agreement and any Exhibits represent the entire Agreement between the Town and Contractor and supersede all prior negotiations, representations, or agreements, either express or implied, written or oral. It is mutually agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the supporting documents, and shall supersede any inconsistent provision therein; provided, however, that any inconsistency shall be resolved, if possible, by construing the provisions as mutually complimentary and supplementary.

14. SEVERABILITY: Town and Contractor each believe that the execution, delivery, and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring Town to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or town code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

15. SUCCESSORS & ASSIGNS: Town and Contractor each bind themselves, their

partners, successors, assigns and legal representatives to the other Party hereto and to their partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in the contract documents. Neither Party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to or to become due to it without the previous written consent of Town.

16. TIME IS OF THE ESSENCE: Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.
17. CONFLICT OF INTEREST: This Agreement is subject to, and may be terminated by, the Town in accordance with the provisions of A.R.S. §38-511.
18. PROHIBITION TO CONTRACT WITH CONTRACTORS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL: The Parties acknowledge A.R.S. §§35-393 through 35-903.03, as amended, which forbids public entities from contracting with Contractors who engage in boycotts of the State of Israel. Should Contractor under this Agreement engage in any such boycott against the State of Israel, this Agreement is automatically terminated. Any such boycott is a material breach of contract and will subject Contractor to monetary damages, including but not limited to, consequential and liquidated damages.
19. COMPLIANCE WITH FEDERAL AND STATE LAWS: Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.
20. EQUAL OPPORTUNITY COMPLIANCE: The Town is an equal opportunity employer and requires all Proposers to comply with policies and regulations concerning equal opportunity. The Proposer, in the performance of this Agreement, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual preference, age, or physical handicap.
- Notwithstanding any contrary provision in this AGREEMENT FOR HOMELESS SERVICES, Phoenix Rescue Mission maintains its rights as a religious organization employer under federal, state, and local laws, including but not limited to: Section 702(a) of Title VII, 42 U.S.C. § 2000e-1(a); 42 U.S.C. § 12113(d)(1) and (d)(2); the First Amendment of the U.S. Constitution; the Religious Freedom Restoration Act of 1993, 107 Stat. 1488, 42 U.S.C. § 2000bb et seq.; A.R.S. § 41-1493 et seq.; and A.R.S. § 41-1462.

21. DEBARMENT AND SUSPENSION: Applicable to all contracts. The Proposer hereby certifies, to the best of his or her knowledge and belief, that no parties to this contract have been listed on the government-wide exclusions in the System for Award Management (**SAM**), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

22. OTHER COMPLIANCE REQUIREMENTS: In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, permits, fees, taxes, and similar subjects.

23. CONFIDENTIALITY: Additionally, Contractor and the Town agree that the terms and conditions of this Agreement and all information obtained/exchanged by the Parties in the performance of this Agreement ("Confidential Information") is confidential as between the Town and Contractor. Confidential Information shall not be disclosed by either party to any third party without the written approval of both parties and unless and until such third party has specifically agreed in writing to the terms and conditions hereof. The provisions of this Confidentiality section shall survive the termination of this Agreement for a period of three (3) years following the date of termination.

In the event disclosure of Confidential Information is required by subpoena or court order, the Parties shall provide such cooperation with respect to obtaining a protective order or other remedy as the Parties may reasonably agree upon. If such protective order or other remedy is not obtained, the Parties shall furnish only that portion of the Confidential Information, which it is advised in writing by its counsel, it is required to furnish and shall redact all information that is extraneous or outside the scope of the compelled disclosure.

24. BREACH OF CONTRACT: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Agreement, shall constitute a material breach of this Agreement. In such event the Town may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement:

Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Agreement within which to cure the breach; Discontinue payment to the Contractor for and during the period In which the Contractor Is In breach and offset against any monies billed by the Contractor but yet unpaid by the Town those monies disallowed pursuant to the above; Terminate the Agreement Immediately without penalty.

25. CONTRACT DOCUMENTS: This Agreement includes the following exhibits incorporated herein by reference:

EXHIBIT "A": SCOPE OF WORK

EXHIBIT "B": BUDGET

EXHIBIT "C": CONTACT PROVISIONS FOR NON-FEDERALL ENTITY CONTRACTS

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representative as of this 27th day of November, 2023.

CONTRACTOR:

Phoenix Gospel Mission, Inc. dba Phoenix Rescue Mission
An Arizona nonprofit corporation



By: Nathan A. Smith
Title: Chief Program Officer

TOWN:

TOWN OF GUADALUPE
An Arizona municipal corporation

By: Valerie Molina
Title: Mayor

ATTEST:

Jeff Kulaga
Town Manager/ Clerk

APPROVED AS TO FORM:

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

EXHIBIT "A": SCOPE OF WORK

Scope of Work

1.0 Responsibilities

- 1.1 Phoenix Rescue Mission will be responsible for working directly with the Town of Guadalupe's Community Action Program (CAP) office staff to administer the activities of homeless outreach services by supporting with strategy development, program planning, and oversight, including but not limited to the support in the following areas:
 - 1.1.1 Providing Contractor program overview and guide for program implementation
 - 1.1.2 Day-to-day operations of the program for items such as:
 - 1.1.2.1 Participating in outreach as needed
 - 1.1.2.2 Receiving calls for service requests
- 1.2 Phoenix Rescue Mission shall be responsible for carrying out the following:
 - 1.2.1 Implement street outreach services and financial assistance toolkit for unhoused individuals residing within town limits.
 - 1.2.2 Work directly with The Town of Guadalupe's CAP office to implement strategy and planning for staff administering street outreach and toolkit assistance.
 - 1.2.3 Visit locations as directed by The Town of Guadalupe, including frequency of visits.
 - 1.2.4 Engage with prospective clients referred by The Town of Guadalupe's CAP office.
 - 1.2.5 Participate in biweekly meetings with The Town of Guadalupe to discuss program progress and other program communication.

2.0 Project Implementation

- 2.1 Geographic Area and Coverage
 - 2.1.1 Contractor shall provide services to the boundaries within the Town of Guadalupe.
 - 2.1.2 Outreach activities must cover at minimum 5 days per week, 8 hours per day with exceptions for PRM observed holidays and PRM mandatory staff events and trainings.

- 2.2 Contractor shall implement the homeless outreach program, including street outreach services and toolkit assistance, for the purpose of making homelessness rare, brief, and non-recurring.
- 2.3 Street outreach shall include the following activities:
 - 2.3.1 Collaborate with homelessness service agencies and other local partners to coordinate services for clients.
 - 2.3.2 Participate in HMIS: The Contractor must ensure that data on all persons served, and all activities assisted under this program are entered into HMIS in accordance with the local HMIS standards on data collection.
 - 2.3.2.1 Outreach staff must enter data into HMIS the latitude and longitude of locations where services are provided.
 - 2.3.3 Utilize the Continuum of Care (COC) Community Adopted Best practices as a guide for core competencies and service delivery.
 - 2.3.4 Activities designed to meet the immediate needs of people experiencing homelessness in unsheltered locations by connecting them with emergency shelter, housing, or critical services, and providing them with connection to urgent, non-facility-based care. Contractor shall provide the following component services generally consisting of:
 - 2.3.4.1 Engagement
 - 2.3.4.1.1 Activities to locate, identify and build relationships with individuals or families living in unsheltered settings for the purpose of providing immediate support, intervention, and connections with homeless assistance programs or mainstream social services and housing programs, including:
 - 2.3.4.1.1.1 An initial assessment of needs and eligibility
 - 2.3.4.1.1.2 Crisis interventions and discussing solutions
 - 2.3.4.1.1.3 Addressing urgent physical needs, such as providing, blankets, clothes, or

toiletries

2.3.4.1.1.4 Actively connecting with and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs.

2.3.4.1.2 Eligible costs for activities include:

2.3.4.1.2.1 Cell phone costs of outreach workers during the performance of engagement activities

2.3.4.1.2.2 Costs of activities to locate, identify, and build relationships with unsheltered homeless people to engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs.

2.3.4.2 Case management

2.3.4.2.1 Assessing housing and service needs

2.3.4.2.2 Arranging, coordinating, and monitoring the delivery of individualized services.

2.3.4.2.3 Eligible case management services and activities are as follows:

2.3.4.2.3.1 Using coordinated entry

2.3.4.2.3.2 Conducting the initial evaluation, including

verifying and documenting
eligibility

2.3.4.2.3.3 Crisis intervention

2.3.4.2.3.4 Developing, securing and
coordinating services

2.3.4.2.3.5 Obtaining federal, State,
and local benefits

2.3.4.2.3.6 Monitoring and evaluating
program participant progress

2.3.4.2.3.7 Providing information and
referrals to other providers.

2.3.4.2.3.8 Developing an
individualized housing and
service plan, including
planning a path to
permanent housing
stability.

2.3.4.2.4 The cost of assessing housing and
service needs, arranging, coordinating,
and monitoring the delivery of
individualized services to meet the
needs of the program participant.

2.3.4.2.5 These services may be provided to
clients staying in shelter via hotel or
other shelter service provider within the
Phoenix/East Valley Metropolitan area.

2.3.4.3 Transportation

2.3.4.3.1 The transportation costs of travel by
outreach workers, or other service
providers are eligible, provided that this
travel takes place during the provision of
services eligible under this section. The
costs of transporting unsheltered people
to emergency shelters, other service
facilities, or services are also eligible.

2.3.4.3.2 The cost of purchasing or leasing a
vehicle for the recipient or Contractor in

which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes and maintenance for the vehicle; and the travel costs of recipient or Contractor staff to accompany or assist program participants to use public transportation.

2.4 Toolkit Assistance to include:

- 2.4.1 Toolkit Assistance can be administered to support individuals or families obtain housing or eliminate barriers to attaining housing.
- 2.4.2 Contractor must have and share with the County policies, procedures, and protocols to ensure funds are provided appropriately.
- 2.4.3 Expenditures can include any of the following items (any items not on this list must receive prior approval from by The Town of Guadalupe's CAP office. Before purchase):
 - 2.4.3.1 Hotel stays.
 - 2.4.3.2 Personal items needed to obtain or sustain housing (bed, silverware, clothing, etc)
 - 2.4.3.3 Legal fees for prior legal judgements or expunging legal judgements.
 - 2.4.3.4 Minor vehicle repairs to prevent loss of employment (within a \$300.00 max limit).
 - 2.4.3.5 Housing search and placement
 - 2.4.3.6 Rental application fees (when charged by the owner to all applicants)
 - 2.4.3.7 Security deposits (no more than two month's rent)
 - 2.4.3.8 Utility deposits (when required by utility company for all customers)
 - 2.4.3.9 Service Eligibility
 - 2.4.3.10 Client must be actively experiencing literal homelessness within the designated area. All clients assisted must have an active entry in HMIS.

2.4.3.11 Toolkit Assistance funds must be for the purpose of clients obtaining or retain housing and/or eliminate barriers in obtaining or retaining housing when placed by PRM street outreach services..

- 2.5 Ensure established Policies and Procedures are in place for service delivery.
- 2.6 Be responsible for hiring, managing, training, and terminating staff as necessary, in accordance with Contractor's established policy and procedures. Contractor shall make Policies available for the Town review at time of monitoring.
- 2.7 Report incidents that may involve a liability issue, significant disruptions in services or unusual or dangerous interactions which may leave the Town open for public scrutiny. Contractor will report incidents to Town's CAP office staff by telephone as soon as possible within 24 hours following occurrence and will provide a detailed incident report to Town's CAP office staff within three (3) business days following occurrence.

3.0 Background Checks and Fingerprinting

3.1 Background Checks for Employment Through Central Registry

3.1.1 The Contractor shall make available valid Background Check information to the Town upon request.

3.2 Fingerprinting:

3.2.1 The Contractor shall comply with, and shall ensure that all Contractor's employees, independent contractor, subcontractors, volunteers, and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprinting clearance cards, certification regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

3.2.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but not limited to the following: A.R.S. §§ 36- 594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Agreement.

3.2.3 The Contractor is responsible for knowing which legal

requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

3.2.4 The Contractor shall make available valid Fingerprint information to the Town upon request.

4.0 Outcomes/Performance Measures

- 4.1 HMIS: Contractor shall enter program data into HMIS in a timely and accurate fashion, as indicated such that 95% of program data elements are entered into HMIS within three business days of client interaction.
- 4.2 40% of clients exiting the program go to a destination that removes individuals off the street and into temporary or permanent housing placements. .
- 4.3 40% of clients contacted become engaged in services.
- 4.4 Percentage of program participants meeting the HUD-defined chronic homeless definition is greater than 30%.

5.0 Reporting Requirements

5.1 Contractor shall submit monthly reporting no later than **the 10th calendar day of the month** following the close of the prior month of service (i.e., February 10th for January report). Monthly reporting shall include:

5.2 Program Reports shall include:

5.2.1 Outcome report using an agreed upon template that reports progress on outcomes and performance measures listed in the section above and that shall report the following outcomes:

5.2.1.1 Street outreach, to include:

- 5.2.1.1.1 Number of individuals experiencing homelessness contacted .
- 5.2.1.1.2 Number of individuals experiencing homelessness engaged with connection to community resources.
- 5.2.1.1.3 Number of positive housing exits for those who are case managed.

5.2.2 Continuum of Care Annual Performance Report (COC APR) from HMIS

5.2.3 Quarterly report indicating the expenditure percentage of the

yearly budget with a budget narrative describing the status and any programmatic or financial issues.

5.2.4 Aggregate data, at the request of County, which shall be provided within seven business days of request.

6.0 Monitoring

- 6.1 The Town will monitor Contractor's compliance with fiscal and programmatic performance specifications as indicated in the scope of work and under the terms and conditions of the contract. On-site visits for compliance monitoring may be made by the Town at any time during the Contractor's normal business hours, announced or unannounced. During an on-site visit, the Contractor shall make all its records and accounts related to work performed under this contract available to the Town for inspection and copying.
- 6.2 Contractor shall make policies available for the Town to review at time of monitoring.
- 6.3 Contractor will provide full access, read only, to the project in HMIS for the purpose of monitoring client files no more than once per quarter.
- 6.4 Contractor is responsible for notifying the HMIS Lead Agency and granting access to the Town within three business days of monitoring notice.
- 6.5 The Town will conduct desk monitoring (i.e., review of invoice and reporting submission timeliness) monthly when financial and programmatic reports are submitted.
- 6.6 The Town will conduct desk monitoring, at minimum, on an annual basis and in conjunction with federal agencies, if applicable, in order to review outputs, outcomes, and requirements described in the scope of work.
- 6.7 Contractor will provide any ad hoc reports as requested by the Town including aggregate or client level data through the HMIS System and according to approved Continuum of Care (CoC) Data Sharing agreements. Such reporting shall be for the purpose of improving access to and effectiveness of service. The Town reserves the right to add, remove or revise reporting requirements at its discretion.

EXHIBIT "B"-BUDGET

Budget Narrative: Phoenix Rescue Mission is proposing a 12-month contract with monthly invoicing payments of \$7,447.64 for a total annual cost of \$89,371.70. The \$7,447.64 per month includes the 1.0 FTE Case Manager salary and EREs. Phoenix Rescue Mission case manager will utilize outreach supplies to both meet member needs such as small hygiene products, socks, and sunscreen, however, the outreach supplies also aid in building relationships with the members. Often members will accept the outreach supplies who are not yet ready to engage in services but overtime as the relationship between the Case Manager and individual grow, individuals become more willing to utilize resources or services. The marketing materials would evolve as Phoenix Rescue Mission and the Town of Guadalupe identify member needs.

Phoenix Rescue Mission and Town of Guadalupe Navigation Collaboration FY 2023 Budget	
Personnel - -	
Street Outreach Case Manager (Daytime 8 AM – 4 PM)	\$36,400.00
Subtotal	\$36,400.00
ERE - -	
Employee Related Expenses	\$9,828.00
Subtotal	\$9,828.00
Toolkit - -	
Subtotal	\$8,000.00
Travel - -	
Vehicle Lease (x1)	\$16,800.00
Vehicle Mileage	\$8,515.00
Subtotal	\$25,315.00
Equipment - -	
Computers (x1)	\$900.00
Portable Scanners (x1)	\$180.00
Monthly Cell Phone Usage	\$624.00
Subtotal	\$1,704.00
Operating Services - -	
De minimis (10% of Program Cost)	\$8,124.70
Subtotal	\$8,124.70
Total Expenses	\$89,371.70
Monthly Invoice Expense	\$7,447.64

EXHIBIT "C"- CONTRACT **PROVISIONS** FOR NON-FEDERAL ENTITY CONTRACTS

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin {42 U.S.C. § 2000d et seq.}, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "limited English Proficiency" in any program or activity receiving federal financial assistance, 42

U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or

national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.



December 1, 2023

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

Dear Jeff,

It is a pleasure that I present this scope of work to the Town of Guadalupe (Town) to provide financial assistance for a five-year financial forecast (FY25 through FY29) assist in the development of the FY2025 Budget, implement accounting processes and procedures for efficiency and assist in the selection and implementation of a new financial software system as well as other financial assistance as needed.

Introduction

With more than 40 years of experience in local government, municipal finance and operations, Pat Walker has provided a broad array of management and financial planning services to cities, towns and special districts. Ms. Walker was with the Town of Chandler, Arizona, for 23 years and served as the City's Management Services Director and Chief Financial Officer (CFO) and was responsible for not only accounting and budget but at one time over 12 other divisions such as human resources, risk management, sales tax and licensing to name a few during her tenure. In 2007, she became a municipal management and financial consultant to cities, towns and utilities across the Country, working with municipalities and utilities performing business process and procedure reviews, internal control reviews, fee studies, human resource services, budgets, financial analysis and planning. In 2012, she formed Pat Walker Consulting LLC (PWC) to continue her consulting in municipal management and finance services to public sector organizations.

In order to serve her clients, she has added high-level professional sub-consultants to assist in completing work according to specific needs of clients. As a result, PWC has recommended Cindy Goelz, retired CFO for Maricopa County to assist the Town of Guadalupe. Ms. Golez has 39 years of experience in financial services of which 21 years were in various financial positions at Maricopa County from Budget Analyst, to Budget Director to the CFO for the past 3 years. While at Maricopa County she provided oversight of all financial activities, including accounts payable, debt issuance, internal controls, and financial reporting.

Background

The Town Manager contacted PWC to receive a scope of work for financial assistance with implementing accounting processes and procedures for efficiencies, development of the FY25 Budget with a 5-year financial forecast, and selection of new financial software system and set up.

Project Approach

Pat Walker Consulting (PWC) LLC in collaboration with the Town is proposing the following approach to assist the Town.

Assistance with Implementation of Accounting Processes & Procedures for Efficiencies

Lars Johnson assisted the Town with a review of accounting processes and procedures and delivered about 20 recommendations to be implemented. Unfortunately, the Town has not had the opportunity to implement very many of these and Cindy will be able to assist in implementing these recommendations in conjunction with Town Staff.

Assistance with Development of FY2025 Budget

Cindy will assist the Town Manager with the development of the Town's FY25 Budget and a five-year forecast for FY25 to FY29. Pat Walker will assist Cindy and Town Manager remotely through the process if assistance is needed.

New Financial System Software

The priorities will be to develop the FY25 budget and five-year forecast, reviewing the recommendations for accounting improvements and efficiencies while reviewing financial system software available. This process may go hand in hand as the financial software system itself may solve some of the efficiency problems and some of the improvement recommendations were based on using the Town's existing financial software. In any case, it is not anticipated that all of these tasks will be completed in FY24, especially the selection of new financial software in conjunction with the FY25 Budget and five-year forecast and contract renewals may be required to complete the work.

Project Team

The project team is currently planned as follows:

Project Lead – Cindy Goelz, Pat Walker Consulting LLC
 Technical Assistance – Pat Walker, Pat Walker Consulting LLC

Fees

PWC charges \$125 an hour for Cindy Goelz and Pat Walker if assistance is needed. The total contract shall not exceed \$60,000 from January 15 to June 30, 2024. If additional services are required that would potentially exceed this scope of work and contract amount, prior approval from the Town Manager would be required and the Town will only be billed for the hours worked. The Town has an option for two consecutive one-year renewals.



Pat Walker, Principal Owner of Pat Walker Consulting LLC

Agreed to:

Date:

Jeff Kulaga, Town Manager
 Town of Guadalupe, AZ

ARIZONA MUTUAL AID COMPACT

This Compact was made and entered into by and among the signatory Parties, including the State of Arizona, through the Emergency Management Division of the Arizona Department of Emergency and Military Affairs (DEMA/EM).

Recitals

WHEREAS one or more Parties may find it necessary to utilize all of their own resources to cope with emergencies, and may require the assistance of another Party or other Parties; and,

WHEREAS it is desirable that all resources of all Parties be available to all other Parties on pre-established terms, in order to respond to such emergencies; and,

WHEREAS it is desirable that each of the Parties should assist one another when such emergency occurs by providing such resources as are available and needed, including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response; and,

WHEREAS it is desirable that a compact be executed for the interchange of such mutual aid; and,

WHEREAS it is desirable to utilize this Compact in exercising adopted emergency plans; and,

WHEREAS it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency.

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the Parties as follows:

COMPACT

1. Purpose.

The purpose of this Compact is to establish emergency management terms and procedures for participating Parties to provide mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements. This Compact shall be construed in accordance with all applicable laws.

2. Scope.

The Scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) identify available resources; and (3) provide a mechanism for compensation for resources.

3. Definitions.

- **Automatic Mutual Aid** means the dispatch and response of requested resources without incident-specific approvals under an agreement separate from this Compact. These agreements are usually basic contracts; some may be informal accords.
- **Compact** means this document, the Arizona Mutual Aid Compact (AZMAC).
- **Director** means the Director of the Emergency Management Division of the Arizona Department of Emergency and Military Affairs (DEMA/EM).
- **Emergency or Emergencies** means any disaster or contingency situation that requires a collaborative effort among multiple Parties.
- **Local Mutual Aid Agreements** are separate agreements between Parties and/or other entities that involve a formal request for assistance.
- **Party and Parties** refers to any entity(ies) that have signed this Compact. All state agencies, tribal nations, and political subdivisions in the State of Arizona are eligible to sign this Compact as Parties.
- **Political Subdivision** means any county, incorporated city or town, or school district, community college district, or other tax-levying public district.
- **Providing Party** means the Party rendering aid under this Compact to another Party in the event of an emergency.
- **Requesting Party** means the Party seeking aid under this Compact from another Party in the event of an Emergency.
- **Self-deploy** refers to the act of a Party responding to another Party's emergency without being requested by the affected Party.

4. Guiding Framework.

Unless otherwise expressly agreed to in writing by a Providing Party and a Receiving Party in a separate agreement, the Parties agree to interpret the language of the Compact as operating consistently with:

- Arizona Revised Statute (A.R.S.), Title 26, Military Affairs and Emergency Management.
- Arizona Administrative Code (A.A.C.), Title 8, Chapter 2, Article 3 (addressing the Governor's Emergency Fund).
- National Incident Management System (NIMS), 2017.

5. Procedures for Requesting Assistance.

Any Party experiencing an emergency may request assistance from any other Party under this Compact. However, when making such requests, consideration should be given to the geographical proximity of the other Parties from which assistance is being requested. All requests for assistance from the State must be coordinated through the Requesting Party's county emergency manager or tribal emergency manager, whichever is applicable.

Any request for assistance must specify:

1. What the emergency is.
2. The amount and type of resources needed.
3. The estimated period during which such mutual aid is required.

Parties must use the Resource Request form provided in [Appendix A](#). Additionally, it is recommended that Parties utilize WebEOC to track requests.

6. Providing Party's Assessment of Availability of Resources and Ability to Render Assistance.

In all instances, the Providing Party shall render such mutual aid as it is able to provide consistent with its own service needs at the time, taking into consideration the Providing Party's existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Compact.

7. Implementation Plan.

Each Party that plans on retaining or seeking eligibility to receive Emergency Management Performance Grant (EMPG) funds must have an emergency operations plan that includes a process to provide for the effective mobilization of its resources, both public and private, including acceptance of mutual aid to provide or receive assistance under this Compact, and must provide a copy of its most current plan to DEMA/EM Grants Administration upon request.

8. Contact List.

Each Party shall develop a contact list as outlined in [Appendix B](#), which shall be provided to the Director to make available to all other Parties. A minimum of two contacts, preferably

three, must be provided in [Appendix B](#). A Party may update its contact information, at any time, by providing the updated contact information in writing to the Director, who shall make available the updated contact information to all other Parties. The contact list should be updated periodically, when necessary (i.e., personnel change).

9. Reimbursement Procedures between Parties.

If the Providing Party desires reimbursement for the assistance it is providing, the Requesting Party shall reimburse the Providing Party for one hundred percent (100%) of all costs incurred, and as agreed to, within the mutual assistance compact, whether an emergency has been declared or not. The Providing Party must declare its intent to seek reimbursement as part of its response to the Requesting Party's request for assistance (see [Appendix A](#)). The Providing Party and the Requesting Party shall agree upon allowable costs, both actual and estimated, for mutual assistance prior to the dispatch of any mutual assistance resources. In the event that the agreement includes reimbursement of all agreed to activities by the Providing Party, the Providing Party must submit a claim for all costs incurred during the execution of the mission assignment to the Requesting Party. The claim must include copies (no original documents) of all documentation to support their claim of reimbursement, including but not limited to timecards, payroll reports, fringe benefits information, pay policies, vehicle/daily logs, maintenance records, equipment lists, invoices, contracts, receipts, procurement policies, inventory reports, proofs of payments, insurance policies, rental agreements, etc.

The Requesting Party shall reimburse the Providing Party for all sufficiently documented submitted costs, as agreed to, regardless of the existence of a State Declaration or a State-Level Emergency, or a federal Emergency or Major Disaster Declaration.

Self-deployed resources will not be reimbursed under this Compact.

10. Reimbursement Procedures from the State or Federal Government.

The Providing Party shall be reimbursed for costs associated with this Compact by the Requesting Party only. The Providing Party is not eligible for reimbursement from the State or federal government under the terms of this Compact; eligibility for reimbursement from the State or federal government is determined solely by state and/or federal laws and policies. Additionally, neither the State nor the federal government is liable for any claim arising from an emergency for which the applicant receives funds from another source.

Costs and work performed by the Providing Party may, or may not, be reimbursable by the State or federal government, if submitted by the Requesting Party for reimbursement under a State Declaration for a State-Level Emergency, or federal Emergency, or Major Disaster declaration. Regardless of eligibility for reimbursement from the State or the federal government under a State Declaration for a State-Level Emergency, or federal Emergency or Major Disaster declaration, the Requesting Party shall fully reimburse the Providing Party's claim, providing all requirements are met. Failure to fully reimburse claims may establish a history of non-payment of AZMAC claims and may disqualify a Requesting Party from being able to be reimbursed under future State Declaration for a State-Level Emergency, or federal Emergency, or Major Disaster

declaration events.

11. Personnel Compensation and Insurance.

Except to the extent that reimbursement is separately agreed to, the Requesting Party and the Providing Party each shall be responsible for all compensation of their respective employees and insurance coverage for their respective equipment.

12. Immunity.

Notwithstanding the indemnification provision set forth below, the Parties shall have such immunity as provided by applicable state, federal, or tribal law.

13. Indemnification.

To the extent permitted under applicable laws, each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by negligent act or omission or other fault of the Indemnitor, its officers, officials, agents, employees, emergency workers, or volunteers. If a Claim or Claims become subject to this indemnity provision, the Parties in question shall expeditiously meet to discuss a common and mutual defense, including proportional liability and payment of possible litigation expense and money damages. Notwithstanding the foregoing, nothing herein shall be construed to modify the gross negligence standard applicable to each Party under the law applicable to that Party. Should a Party to this Compact use a contractor for any purpose, that Party must ensure that its contractor(s) (and all of their subcontractors and materials suppliers, regardless of their degree of removal from the Party's contractor) are required to abide by the insurance requirements which are set forth in Appendix C. The obligations under this Section shall survive termination of this Compact.

14. Term.

This Compact shall terminate ten years after the effective date or until participation in this Compact is terminated by the Party. The 2014 Compact shall cease to be effective as of midnight Arizona time on the evening of December 31, 2023, and this Compact shall go into effect immediately thereafter for all Parties that have signed this Compact before that date and time. This Compact shall continue in effect until midnight Arizona time on the evening of December 31, 2033.

15. Effect of Termination by a Party.

The termination by one or more of the Parties of its/their participation in this Compact shall not affect the operation of this Compact as between the other Parties. The Director shall identify on DEMA's website, with updates as needed, all Parties to this Compact.

16. Compliance with Laws.

Each Party shall comply with all federal, tribal, state, and local laws, rules, regulations, standards, and Executive Orders, as applicable, without limitation to those designated within this Compact. Any changes in such laws, rules and regulations during the terms of this Compact shall apply without the need to amend this Compact.

17. Workers' Compensation.

Each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Compact.

18. Insurance.

Except as expressly provided in this Compact, each Party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Compact shall be construed as a waiver of any limitation on liability that may apply to a Party.

19. Non-Appropriation.

Every payment obligation of each of the Parties under this Compact is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If a Party's funds are not appropriated, allocated, and available or if the appropriation is changed by the legislature or other governing body resulting in funds no longer being available for the continuance of that Party's participation in this Compact, that Party may terminate its participation in this Compact as of the end of the period for which funds are available by providing written notice in advance to the Director. No liability shall accrue to the Party in question in the event this provision is exercised, and that Party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

20. No Third-Party Beneficiaries.

Nothing in this Compact confers any rights or remedies to any person or entity that is not a Party. Nothing in this Compact affects the legal liability of any Party to this Compact by imposing any standard of care different from the standard of care imposed by law.

21. Entire Compact.

This document constitutes the entire Compact between the Parties pertaining to the subject matter hereof. This Compact shall not be modified, amended, or altered.

22. Jurisdiction.

Nothing in this Compact shall be construed as otherwise limiting or extending the legal jurisdiction of any Party.

23. Conflict of Interest.

If applicable to the Party in question, that Party may terminate its participation in this Compact, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, creating, or executing this Compact on behalf of the Party is, at

any time while this Compact or any extension is in effect, an employee, agent or consultant of another Party with respect to the subject matter of this Compact.

24. Supervision and Control.

Management of an emergency shall remain with the Party originally responsible for responding to the emergency. From the time of arrival to the time of departure at the emergency scene, the Providing Party shall be considered for all purposes to be under the direction and control (other than for the purposes of Workers' Compensation, as provided in Section 17 of this Compact) of the Requesting Party. In proceeding to and returning from the emergency scene, the Providing Party shall not be under the direction and control of the Requesting Party. Supervision and control of Providing Parties' personnel and equipment shall be in accordance with the National Incident Management System. All equipment and personnel used pursuant to this Compact shall be returned to the Providing Party upon being released by the Requesting Party or on demand of the Providing Party for such return.

25. Severability: Effect on Other Agreements.

It is expressly understood that this Compact shall not supplant existing agreements between any of the Parties that provide for the exchange or furnishing of goods and/or service.

26. Severability.

If any provision of this Compact is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

27. Responsibility of the Department of Emergency and Military Affairs.

Nothing in this Compact limits or restricts the legal duties and obligations of DEMA/EM when responding to the emergency of any Party.

28. Execution Procedure.

Execution of this Compact shall be as follows:

This Compact, which will be designated as "ARIZONA MUTUAL AID COMPACT," shall be executed in counterparts by the governing body of each Party. Upon execution, the counterpart will be provided to the Director. This Compact will be effective between all Parties that execute this Compact even if it is not executed by all eligible entities.

29. Termination.

Termination of participation in this Compact by any Party may be affected by that Party as follows:

Notice of termination will be given to the Director 20 days prior to termination. Any Party may, by resolution of its governing body or person, terminate its participation in this Compact by providing a copy of such resolution to the Director. The Parties understand and acknowledge that a Party's participation in this Compact may be subject to cancellation or termination by that Party pursuant to the terms of this Compact, or pursuant A.R.S. § 38-511, or applicable tribal law. Pursuant to the provisions of A.R.S. § 11-952(B)(4), in the event of termination by a Providing Party or a Requesting Party, any property belonging to such Party shall be returned to that Party.

30. Dispute Resolution.

The Parties to this Compact agree to resolve all disputes arising out of or relating to this Compact through arbitration, after exhausting applicable administrative review, to the extent required by law.

31. Record Retention.

Each Party shall retain all records relating to this Compact for a period of five (5) years after the expiration of its term. All records shall be subject to review and copying by any other Party that participated in the emergency response to which such records relate (including such entities that are former Parties whose participation in this Compact was terminated within the five years preceding a request to review and copy) at reasonable times.

32. Forced Labor of Ethnic Uyghurs.

To the extent applicable under A.R.S. § 35-394, each Party warrants and certifies that it does not currently, and agrees that it will not for the duration of this Compact, use the forced labor, any goods or services produced by the forced labor, or 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. If a Party becomes aware that it is not in compliance with this paragraph, it shall notify all other Parties of the noncompliance within five business days of becoming aware of it. If the offending Party fails to provide a written certification that it has remedied the noncompliance within 180 days after that, said Party's participation in this Compact shall terminate unless the termination date of this Compact occurs before the end of the remedy, in which their participation will terminate on the Compact's termination date.

33. Counterparts.

This Compact may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

(NAME OF PARTY)

IN WITNESS WHEREOF, the Party below hereby signs this Arizona Mutual Aid Compact signature page. The signor warrants that he or she has been duly authorized to commit the Party named to participate in this Compact by formal approval of the Party's governing body or person.

(Signing Authority) Date: _____

ATTEST:

(Attesting Authority) Date: _____

Date of formal approval by governing body: _____

Pursuant to A.R.S. § 11-952(D) or applicable tribal law, the attorney for the above entity has determined that the foregoing Compact is in proper form and is within the powers and authority of the entity as granted under the laws of this State and the applicable tribal government.

(Attorney) Date: _____

Requesting Party:

Point of Contact: _____

Work: _____ Cell: _____

Email: _____

Requested Resource:

Quantity: _____

Unit of Measure: _____

Date/Time Required: _____

Delivery Location: _____

Date of Request: _____

Requesting Party Tracking Number: _____

Mission

--

Special Instructions

(i.e., delivery instructions, if the resource must come with personnel, fuel, lodging, etc.)

--

Personnel

Name:				
Phone Number:				
Email Address:				
Regular Salary/ Hourly Rate:				
Regular Fringe Benefit Hourly:				
Overtime Salary Hourly Rate:				
Overtime Fringe Benefit Hourly Rate:				

Estimated Resource Cost:

Request Forwarded to

Contact Name: _____
Organization/Agency: _____
Date/Time of Submission: _____

Request Approved by:

Date:

(Name, Title, Signature)

Reimbursement

--

Providing Party Representative Signature

Date:

Requesting Party Representative Signature






Date:

Date:

Name of Party:

Mailing Address:

Authorized Representatives to Contact for Mutual Aid Assistance

	Primary Contact	1st Alternate	2nd Alternate
Name			
Title			
24hr 			
Day 			
Night 			
Fax 			
Email 			

Each Party shall cause all of its contractor(s) and subcontractors performing any service or work or providing any equipment or material relating to an emergency response undertaken through this Compact to defend, indemnify, and hold harmless the State of Arizona, all Requesting Parties, and all Providing Parties participating in responding to the emergency in question under this Compact, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of that Party's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any applicable federal, state, tribal or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such a contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Nothing herein shall be construed to expand or modify the gross negligence or immunity standard as set forth in the state, federal, or tribal law applicable to the Party in issue.

Insurance Requirements for Parties:

None.

Insurance Requirements for Any Contractors Used by a Party to this Compact:

(Note: this applies only to Contractors used by a Party, not to the Party itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Compact. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Party or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor and the Party are free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of

liability not less than those stated below.

1. Commercial General Liability- Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury, and broad form contractual liability.

- a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. The policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities and its officers,

officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

- c. Policy shall contain a severability of interest provision.

3. Workers' Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

- B. Additional Insurance Requirements: The policies are to contain, or be endorsed (Blanket Endorsements are not acceptable) to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the State of Arizona, [insert names of the Requesting Part(ies) and Providing Part(ies) in issue], and their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be excess and not contributory insurance.
2. The Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other Parties.

- C. Notice of Cancellation: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Contract in the insurance policies above shall require (30) days written notice to the [insert names of the Requesting Party(ies) and Providing Party(ies) in issue].

- D. Acceptability of Insurers: Contractor's insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an "A.M. Best" rating of not less than A-VII or be duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. Verification of Coverage: Contractor shall furnish the Parties retaining the contractor in question with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (Blanket Endorsements are not acceptable) are to be received and approved by the Parties retaining the contractor in question before work commences. Each insurance policy required by this Contract must be in effect at or prior to the commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contractor or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Parties retaining the contractor in question.

- F. Subcontractors: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish separate certificates for each subcontractor to the Party to this Compact that the contractor in question has contracted with. All coverage for subcontractors shall be subject to the minimum requirements identified above.
- G. Exceptions: In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such a public entity shall provide a Certificate of Self-Insurance. If the contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

1. Purpose.

The purpose of this Addendum #1 (“Addendum”) to the Arizona Mutual Aid Compact is to define for the participating Parties the Arizona National Guard Cyber Joint Task Force of the Arizona Department of Emergency and Military Affairs (AZNG-CJTF) terms and procedures which will be used among the participating Parties for dispatching cyber-related mutual aid assistance to any affected area in accordance with tribal laws, resolutions, and emergency plans or agreements. The AZNG-CJTF may work with other applicable State and federal cybersecurity entities, as needed. Except as expressly stated in this Addendum, all of the terms of the Arizona Mutual Aid Compact itself apply to this Addendum as if set forth in this Addendum in full.

2. Scope.

The scope of this Addendum is to (1) identify the available cyber resources of the AZNG-CJTF; (2) identify the terms and conditions for Requesting Parties to utilize those resources; and (3) provide a mechanism for compensation for those cyber resources.

3. Definitions.

In addition to the definitions listed below, all of the definitions set forth in the Arizona Mutual Aid Compact shall apply here.

- **Cyber** refers to both information and communications networks.
- **Cyber Attack** means any kind of malicious activity that attempts to collect, disrupt, deny, degrade, or destroy information system resources or the information itself.
- **Cyber Emergency** means any actual, imminent, or potential cyber-related incident that will adversely affect public health, safety, or security; the environment; or economic prosperity on a level materially significant.
- **Cyber Incident** means actions taken through the use of an information system or network that result in an actual or potentially adverse effect on an information system, network, and/or the information residing therein.
- **Cyber Threat** means any circumstance or event with the potential to adversely impact organizational operations (including mission, functions, image, or reputation), organizational assets, or individuals through an information system via unauthorized access, destruction, disclosure, modification of information, and/or denial of service. Also, the potential for a threat-source to successfully exploit a particular information system vulnerability.
- **Cybersecurity** means prevention of damage to, protection of, and restoration of computers, electronic communications systems, electronic communications services, wire communication, and electronic communication, including information contained

therein, to ensure its availability, integrity, authentication, confidentiality, and nonrepudiation.

4. Types of Assistance.

The AZNG-CJTF offers two types of assistance, (1) vulnerability assessment and (2) cyber incident response. Vulnerability assessments are pre-emptive examinations of a party's physical and electronic safeguards in place protecting the party's information system or network. Vulnerability assessments are not done in response to a particular cyber incident. Cyber incident response is assistance provided following a cyber-attack or intrusion on a party's information system or network.

Regardless of whether a party requests AZNG-CJTF assistance to conduct either a vulnerability assessment or a cyber incident response, AZNG-CJTF assistance is limited to examinations of relevant physical and electronic security measures for an information system or network, an outline of AZNG-CJTF identified risks, threats, or breaches that were found as a result of any examination, and AZNG-CJTF recommendations to either address or minimize any identified risks, threats, or breaches and how a party could undertake such measures. AZNG-CJTF assistance does not include implementing any cyber security recommendation it or its personnel make, nor does it include directly thwarting or eliminating any ongoing cyber incident.

To request a vulnerability assessment from the AZNG-CJTF, contact AZCyberJointTaskForce@arizona.gov. For cyber incident response, refer to section 5.

5. Procedures for Requesting Assistance.

All procedures for requesting cyber-related assistance should follow the provisions outlined below:

1. Notify the DEMA/EM Duty Officer of the incident via phone at (602) 469-3401.
2. Submit a Resource Request into WebEOC detailing:
 - a. When the Cyber Incident began,
 - b. what the Indicators of Compromise (IoCs) are,
 - c. the systems that have been affected (i.e., host machines, servers, other devices),
 - d. the steps that have been taken, and
 - e. what assistance is being requested.

Additionally, prior to any cyber-related assistance is provided, the Requesting Party and AZNG-CJTF must enter into either a Memorandum of Understanding (MOU) or a Memorandum of Agreement (MOA). These Memoranda will outline the scope of the cyber-related assistance that the Requesting Party desires from the AZNG-CJTF and the conditions under which this assistance will be conducted. These conditions can include terms or limitations from both the Requesting Party and the AZNG-CJTF.

An MOU will be entered if the cyber-related assistance being requested relates to a preventative computer and network vulnerability assessment that is not in response to a particular Cyber Incident. Any cyber-assistance provided by the AZNG-CJTF pursuant to an MOU will not involve reimbursement or any other form of cost-sharing by the Requesting Party. An MOA will be entered if the cyber-related assistance being requested relates to a particular Cyber Incident and not merely preventative assessments or examinations. Cyber-related assistance conducted pursuant to an MOA may require the Requesting Party to reimburse some or all of the AZNG-CJTF costs to conduct such assistance.

Any cyber-related assistance may be available regardless of whether there has been a federal declaration of emergency. However, if the AZNG-CJTF provides cyber-related assistance pursuant to an MOA that requires the Requesting Party to reimburse assistance costs to DEMA, the Requesting Party shall be solely responsible for determining whether these costs can be reimbursed by the federal government. Whether or not any cyber-assistance costs incurred by the Requesting Party to the AZNG-CJTF are reimbursable by the federal government shall not be a basis by the Requesting Party to delay reimbursing these costs to the Arizona National Guard Cyber Response Revolving Fund in the timely manner outlined in the respective MOA.



State of Arizona

Mutual Aid Compact (AZMAC)

Frequently Asked Questions

General Administration

What is the current version of the Arizona Mutual Aid Compact?

The 2014 version of the Arizona Mutual Aid Compact will no longer be valid as of 12:00 AM Mountain Standard time on December 31, 2023. The 2024 AZMAC will be effective on January 1, 2024.

Once filed with the Arizona Department of Emergency and Military Affairs, Emergency Management Division, what is the duration of the Arizona Mutual Aid Compact?

The Compact, upon mutual consent of the parties concerned, remains in effect for 10 years, to December 31, 2033, or until participation is terminated by the Party (see paragraph 14 of AZMAC for further details).

Purpose and Participation Guidelines



What is the purpose of the Arizona Mutual Aid Compact?

The Arizona Mutual Aid Compact enables participating political subdivisions and tribal nations to share resources, personnel, etc. during emergencies and then be reimbursed for the resources.

What are the benefits of participating in the Arizona Mutual Aid Compact?

Mutual aid agreements provide a mechanism to participating parties to quickly obtain emergency assistance in the form of personnel, equipment, materials, and other related services. The primary objective is to facilitate rapid, short-term deployment of emergency support prior to, during and after an incident. A signed agreement does not obligate the provision or receipt of aid, the Compact provides a tool for use should the incident dictate a need.

Who may participate in the Arizona Mutual Aid Compact?

All state agencies, any political subdivision, including counties; incorporated cities and towns; school districts; community college districts; and other tax levying public districts in the State of Arizona. Additionally, all federally recognized tribal nations may participate.

Can non-governmental entities such as nonprofit agencies and other non-tax levying organizations participate in the Arizona Mutual Aid Compact?

No, only political subdivisions, federally recognized tribal nations or other tax-levying organizations may participate in the Arizona Mutual Aid Compact.

Are other state agencies required to participate in the Arizona Mutual Aid Compact?

No, the Arizona Department of Emergency and Military Affairs (DEMA) signed the 2024 Arizona Mutual Aid Compact. In the event another state agency requires mutual aid assistance, DEMA/EM will coordinate.

What is required if a jurisdiction wants to terminate its participation in the Arizona Mutual Aid Compact?

Any party, by resolution of its governing body, may terminate its participation in the Arizona Mutual Aid Compact. The jurisdiction must file a copy of the resolution with the Director of the Arizona Department of Emergency and Military Affairs, Division of Emergency Management (DEMA/EM). Notice of Termination is required to be delivered to the DEMA/EM Director, 20 days prior to the date of termination.



State of Arizona

Mutual Aid Compact (AZMAC)

Frequently Asked Questions

Procedures and Reimbursement

What are the procedures for requesting assistance under the Arizona Mutual Aid Compact?

A Requesting Party that needs assistance in excess of its own resources and existing automatic or local mutual aid due to an emergency is authorized to request assistance from any Party that is signatory to the Arizona Mutual Aid Compact (see paragraph 5 of AZMAC for further details).

Are signatories to the Arizona Mutual Aid Compact required to render assistance if requested by the requesting jurisdiction?

No. The Providing Party shall provide mutual aid as it is able, considering its own service needs and existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it can provide the Requesting Party pursuant to this Compact.

How does reimbursement occur for services/resources if the emergency or event is not a state- or federally-declared emergency?

In accordance with the Arizona Mutual Aid Compact, if the Providing Party desires reimbursement for the assistance it is providing, the Requesting Party shall reimburse the Providing Party for all costs incurred in the mutual assistance, regardless of whether an incident has been declared an emergency. The Providing Party shall submit a request for payment with documentation of actual expenses to the Requesting Party (see paragraphs 9 and 10 of AZMAC for specific details).

Can a Requesting Party request reimbursement from the State of Arizona for the cost of mutual aid resources reimbursed to any Providing Parties under the Arizona Mutual Aid Compact?

Possibly. Regardless of eligibility for reimbursement from the state or the federal government, the Requesting Party shall fully reimburse the Providing Party's claim (see paragraph 10 of AZMAC for further details).

Can jurisdictions that are signatories to the Arizona Mutual Aid Compact be reimbursed for self-deployed resources?

No. In accordance with the Arizona Mutual Aid Compact, jurisdictions can only be reimbursed for resources mutually agreed upon between the Providing Party and the Requesting Party.

Who maintains supervision and control of the Providing Party resources and personnel under the Arizona Mutual Aid Compact?

From the time of arrival to the time of departure at the emergency scene, the Providing Party shall be considered for all purposes to be under the direction and control (other than for the purposes of Workers' Compensation) of the Requesting Party. In proceeding to and returning from the emergency scene, the Providing Party shall not be under the direction and control of the Requesting Party (see paragraph 24 of AZMAC for further details).

Addendum #1 Cyber-Related Mutual Aid



What is the Addendum?

The Addendum outlines the terms and procedures of the Arizona National Guard Cyber Joint Task Force (AZNG-CJTF), if cyber-related assistance is needed.



State of Arizona

Mutual Aid Compact (AZMAC)

Frequently Asked Questions

Why is the Addendum solely for participating Tribal Parties?

AZMAC is the mechanism for tribal nations to receive cyber-related mutual aid assistance from the Arizona National Guard Cyber Joint Task Force (AZNG-CJTF). The AZNG-CJTF is available to other parties and political subdivisions in Arizona.

Filing Requirements

What are the requirements for filing your Arizona Mutual Aid Compact?

1. Ensure that the **Signature Page** of the compact is signed, dated and attested to by:
 - the authorizing executive in your jurisdiction, and
 - your jurisdiction's legal representative.
2. Fill out the **Appendix B - Points of Contact form** with the jurisdiction contact information.
3. Send the original completed copy of both to: logistics@azdema.gov.

What will occur after you file your completed Arizona Mutual Aid Compact?

Upon DEMA/EM Logistics receiving your completed Compact:

- » Will be reviewed and forwarded to the DEMA/EM Director for final approval and filing.
- » The original copy of the Compact will be assigned a file number and filed at DEMA/EM.
- » A copy of the contract will be sent via mail to the points of contact listed on Appendix B of the Compact.
- » The DEMA website will be updated to reflect your jurisdiction as a signatory on the Arizona Mutual Aid Compact.

Who should I contact if I have a question or concern about the Arizona Mutual Aid Compact?

Any questions or concerns not covered in this FAQ should be addressed to the following:

Arizona Department of Emergency and Military Affairs

Division of Emergency Management

ATTN: Arizona Mutual Aid Coordinator

5636 E. McDowell Rd., Bldg. M5103, Phoenix, AZ 85008

Phone: (602) 464-6211 | Email: logistics@azdema.gov

Town of Guadalupe

Cemetery Financial and Fee Review Introduction



Presented to Town Council
December 14th, 2023

Cemetery Financial and Fee Review Introduction



Current Challenges:

Limited space:

- Location survey determine number of new gravesite plots, establish plot map.

Policy:

- Deceased must have living relatives who are residents of Guadalupe and also immediate family relatives who are buried at the Guadalupe Cemetery. Feb. 25, 2010

Forecasted Financial Gap:

- Projected increased expenditures

Gravediggers:

- Presently, paid by families
- Town willing to pay.
- Requesting \$1024 per grave





Cemetery Financial and Fee Review Introduction

Current Challenges:

Limited space:

- Location survey determine number of new gravesite plots, establish plot map.

Policy:

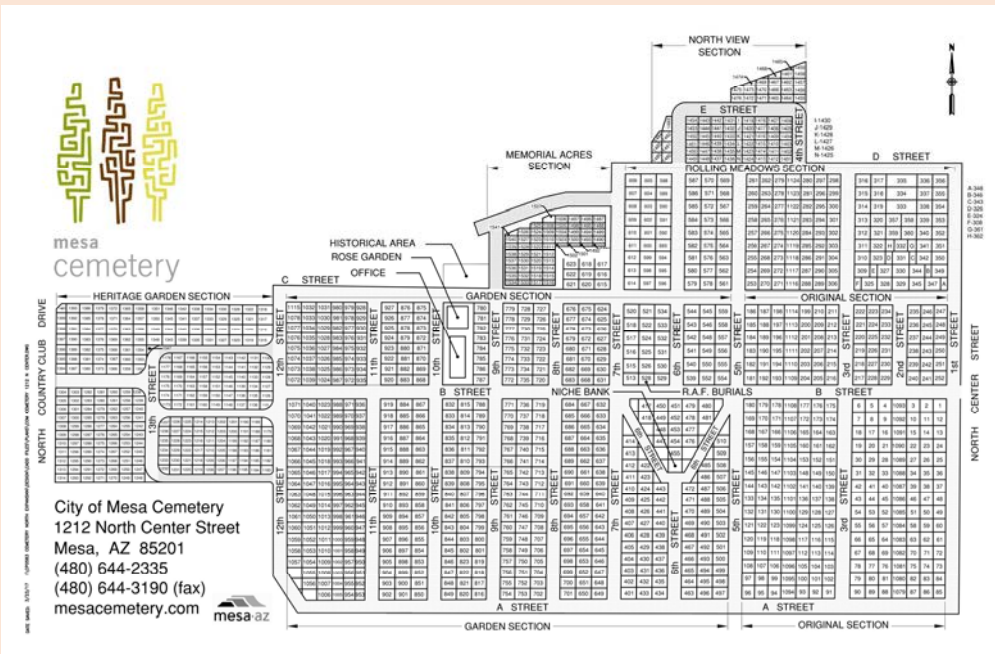
- Deceased must have living relatives who are residents of Guadalupe and also immediate family relatives who are buried at the Guadalupe Cemetery. Feb. 25, 2010

Forecasted Financial Gap:

- Projected increased expenditures

Gravediggers:

- Presently, paid by families
- Town willing to pay.
- Requesting \$1024 per grave



Cemetery Financial and Fee Review Introduction



Ordinance 2003-02:

(C) Only town residents may be buried in the cemetery.

(D) **TOWN RESIDENT** is defined as a person who has resided in the town for the last six months.

February 25, 2010 Town Council Approved Action:

Deceased must have living relatives who are residents of Guadalupe and also immediate family relatives who are buried at the Guadalupe Cemetery.

Current Challenges:

Limited space:

- Location survey determine number of new gravesite plots, establish plot map.

Policy:

- Deceased must have living relatives who are residents of Guadalupe and also immediate family relatives who are buried at the Guadalupe Cemetery. Feb. 25, 2010

Forecasted Financial Gap:

- Projected increased expenditures

Gravediggers:

- Presently, paid by families
- Town willing to pay.
- Requesting \$1024 per grave

Current Regulations – adopted February 25, 2010

Administrative Regulations for the Operation and Maintenance of the Guadalupe Cemetery

- The Cemetery is open daily to the public from 7:00 a.m. until 4:00 p.m., including holidays.
- Deceased must have living relatives who are residents of Guadalupe and also immediate family relatives who are buried at the Guadalupe Cemetery.
- Cemetery Fees: Single \$200 Stack \$400 Side/Side \$400 Urns \$100 Infant \$100
- Prep Fee: By the Family: \$0 By the Town: Single \$100 Stack \$200 Side/Side \$150 Urn \$100
Whichever arrangement the family is responsible to lower the casket and close the grave.
- Interment Guidelines:
 - No interment may take place unless accompanied by a Disposal-Transit Permit and must be submitted to the Cemetery Manager after the burial.
 - Single grave size shall be 6' in depth 44" width and 7' length.
 - Companion burials: stacked shall be in depth of 10', 40"(3'8") width and 7' length allowing for 2" between casket, side/side shall be in 6' in depth 80" (6'8") width and 7' length.
 - Cremation Urns, grave size shall be 4' in depth and 30" / 30" in width.
 - Grave Markers / Head-Stones shall be the width of no more than the grave site width, 40" for a single or stacked grave and 80" for a side/side grave.
 - Military / Armed Forces sponsored Head-Stones must be processed through the Cemetery Manager's / Town Clerk's Office.
 - The town is not responsible to lower the casket and close the grave.
- Maintenance:
 - No fences, barriers and concrete slab.
 - No landscaping.
 - All floral arrangements and other decorations will be subject to removal within two weeks after placement.
 - No potted plants or other objects to be depressed into ground.
 - No Glass containers - will be removed immediately.
 - Cementerio no responsable de floreros robados o marcadores dañados.
- Disposition Transit Permit - This permit issued by the mortuary/funeral home must be submitted to the Town Clerk's office no more than 10 days after the burial.
- Alcohol consumption is prohibited on premises.
- Acknowledgement: _____
Signature Date
Cemetery location: 4649 S. Beck, Tempe, AZ 85283 July 2018

Las Regulaciones Administrativas para la Operación y la Conservación del Cementerio

- El cementerio está abierto diariamente al público de 7:00 a.m. a 4:00 p.m., incluyendo días festivos.
- El fallecido debe tener parientes vivos que son residentes de Guadalupe y también parientes familiares inmediatos que estén enterrados en el cementerio de Guadalupe.
- El Honorario del cementerio: Solo entierro: \$200 Entierro de Compañero: \$400(amontonó), \$400(el lado/lado) Urnas: \$100 Bebe \$100.
- La preparación de sepultura: Por el Pueblo: Solo entierro \$100 Entierro de Compañero \$200(amontonó), \$150(el lado/lado) Urnas: \$100 Bebe \$100.
Cualquiera que sea el arreglo de la familia es responsable de bajar el ataúd y cerrar la tumba..
- Las Pautas del Entierro:
 - Ningún entierro puede suceder a menos que acompañado de un Permiso de Disposición-Tránsito que se debe entregar a la Directora del Cementerio después del entero, Impp.
 - Tumba sola dimensiones serán de 6' de profundidad de 44" de ancho y 7' de longitud.
 - Entierros del Compañero: apilado será en profundidad de 10', 40" (3'8") el ancho y 7' longitud que tiene en cuenta 2" entre el cajón, tumba a lado del lado/lado deben estar en 6' en profundidad 80" (6'8") el ancho y 7' longitud.
 - Urnas de incineración, la talla de tumba debe ser 4" en profundidad y 30" / 30" de ancho.
 - Los marcadores de tumbas/lapidas serán la anchura de no más que la anchura de la tumba, 40" para una tumba sola o apilada y 80" para una tumba a lado del otro.
 - El Ejército/ las Fuerzas Armadas patrullaron Lápida Mortuoria se debe procesar por el Director de Cementerio/la Oficina de Secretario del Ayuntamiento.
 - La ciudad no es responsable de bajar el cajón y cerrar la tumba.
- el mantenimiento:
 - Ningunas cercas, barreras y losa concreta.
 - Ningún ajardinamiento.
 - Todas los arreglos florales y otras decoraciones serán sujetas al retiro dentro de dos semanas después de la colocación.
 - Ningunas plantas en maceta ni otros objetos para ser plantada en el la tierra.
 - No se permite contenedores de vidrio. Se quitarán inmediatamente.
 - Cementerio no es responsable de jarrones robados ni marcadores dañados.
- El Permiso de Deposición sera entregada a la oficina del ayuntamiento.
- El consumo del alcohol se prohíbe.
- Firma de Reconocimiento: _____
firma fecha

Local del Cementerio: 4946 S. Beck, Tempe, AZ 85283

July 2018



Cemetery Financial and Fee Review Introduction



Current Challenges:

Limited space:

- Location survey determine number of new gravesite plots, establish plot map.

Policy:

- Deceased must have living relatives who are residents of Guadalupe and also immediate family relatives who are buried at the Guadalupe Cemetery. Feb. 25, 2010

Forecasted Financial Gap:

- Projected increased expenditures

Gravediggers:

- Presently, paid by families
- Town willing to pay.
- Requesting \$1024 per grave



Cemetery Annual Internment Fees & Expenditures: Actual and Forecasted

Current Conditions:

Cemetery Fees:

- \$200 Burial, \$400 Stack & Side/Side, \$100 Urns, \$100 Infant

Prep Fees:

- By Family: \$0 Town: \$100 Single, \$200 Stack, \$150 Side/Side, \$100 Urn
- Effective: 2010. Prior: \$50 fee

Forecast:

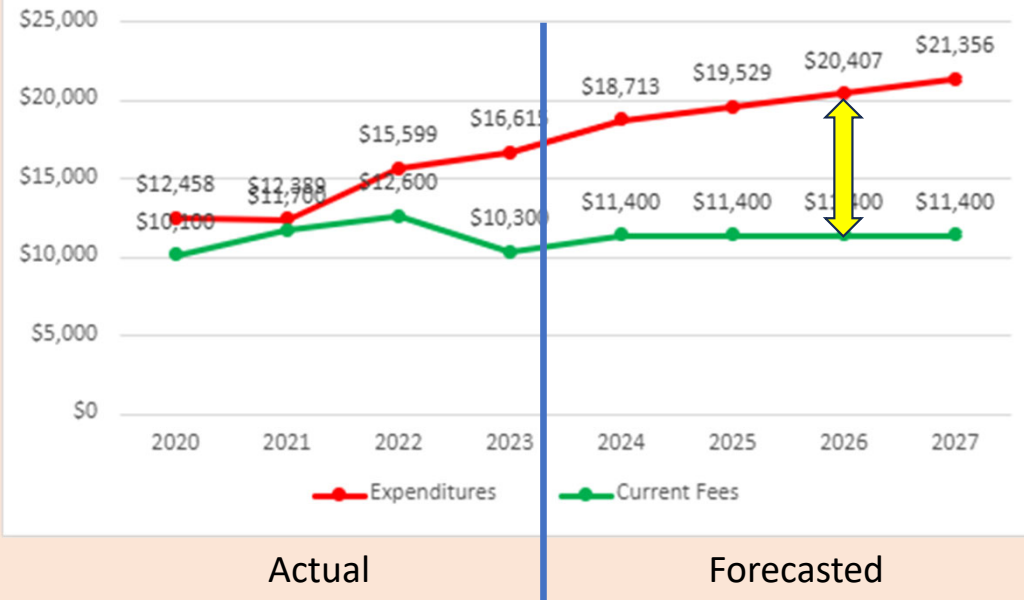
- Expenditures increasing, gap widening.
- FY23 = \$6,315 FY27= \$9,956

Internment Assumptions:

- 52 Burials annually
 - 10 urns annually
- Average of last 3 years

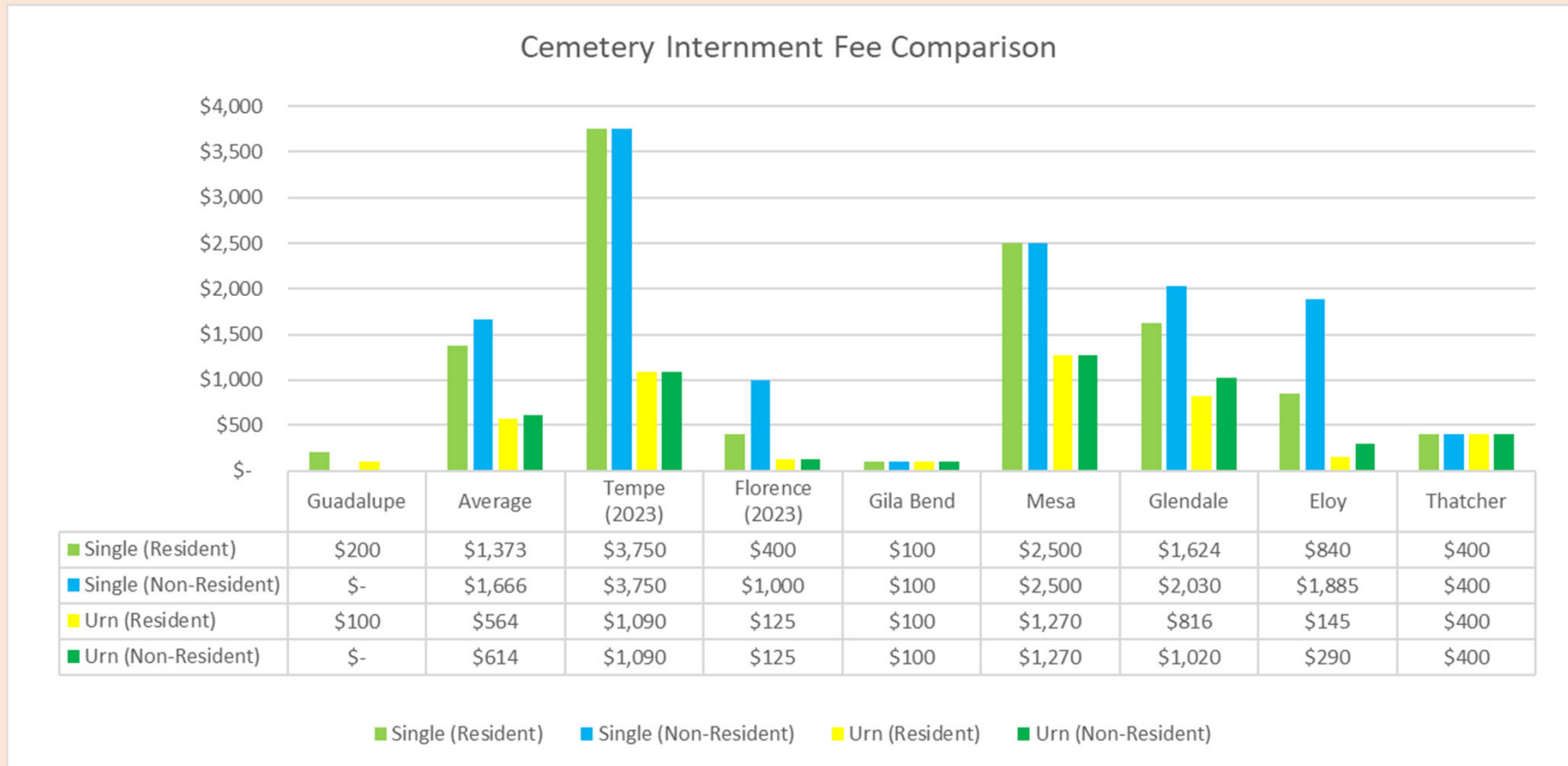


Actual & Forecasted Revenues & Expenditures: Current Fees





Cemetery Internment Fee Comparison:

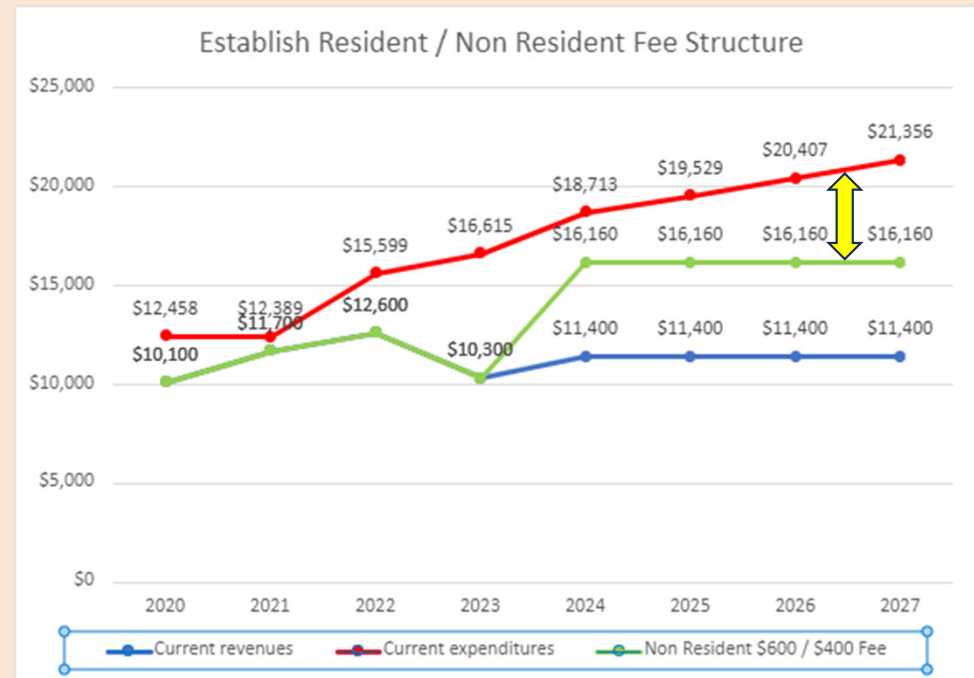




Fee Options for Consideration

• Option 1: Establish Resident & Non-Resident:

- Legal residence of decease immediately prior to death:
 - 2003 Code = 6 months,
 - 2010 Committee Recommendation = 5 years
- Resident internment fees:
 - No change: \$200/\$100
- Non-Resident: Increase
 - Burials : \$200 to \$600
 - Urns: \$100 to \$400
- Gravedigger fee not included





Consider Gravedigger Fees

- **Implement Gravedigger fee**

Fee per
grave/burial/internment

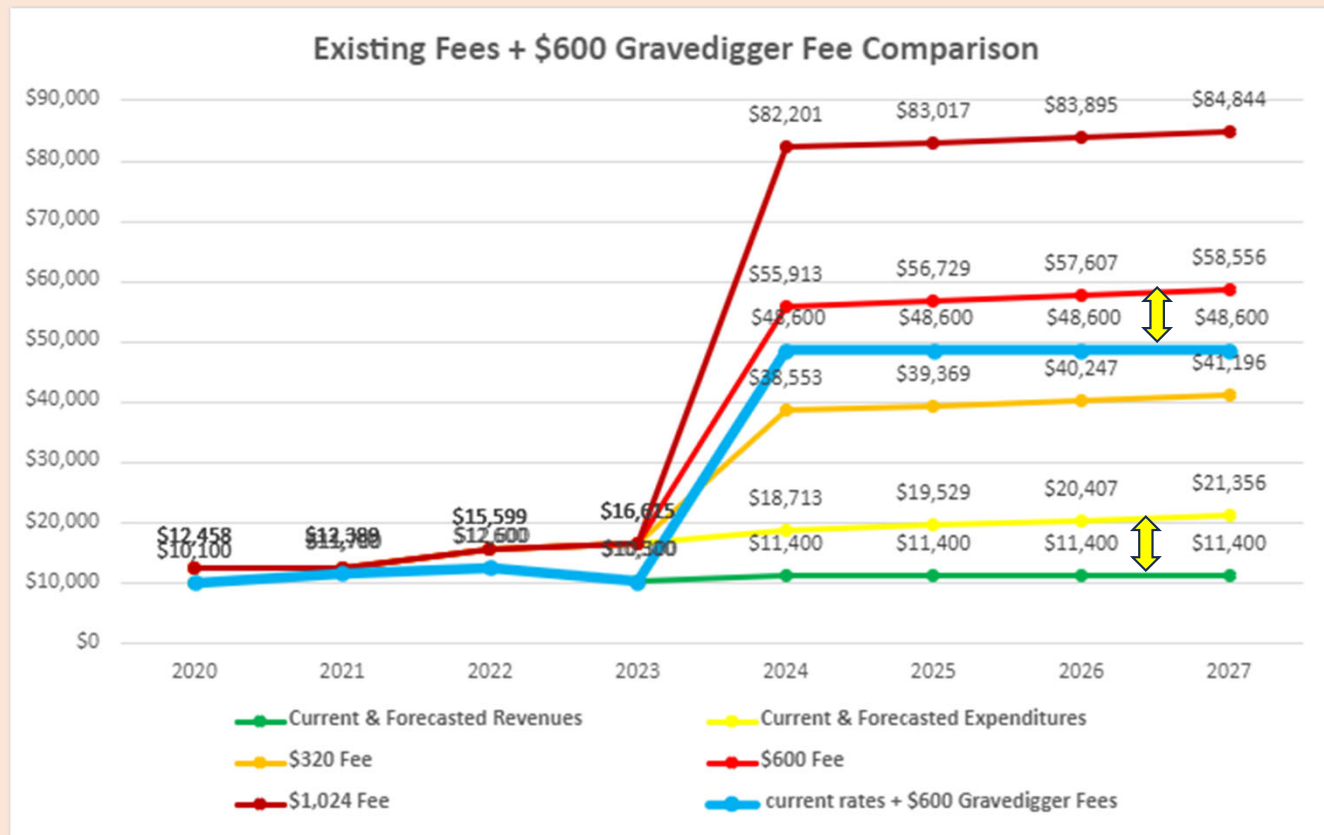
- \$1204 requested fee
- \$600 option
- \$320 option





Fee Options for Consideration

- **Option 2: Implement \$600 Gravedigger Fee**
 - Existing Fees \$200 / \$100 Baseline
 - No Resident / Non-Resident Differential
 - Add \$600 Gravedigger Fee
 - Total Fee per internment:
 - \$800 burial
 - \$700 urn

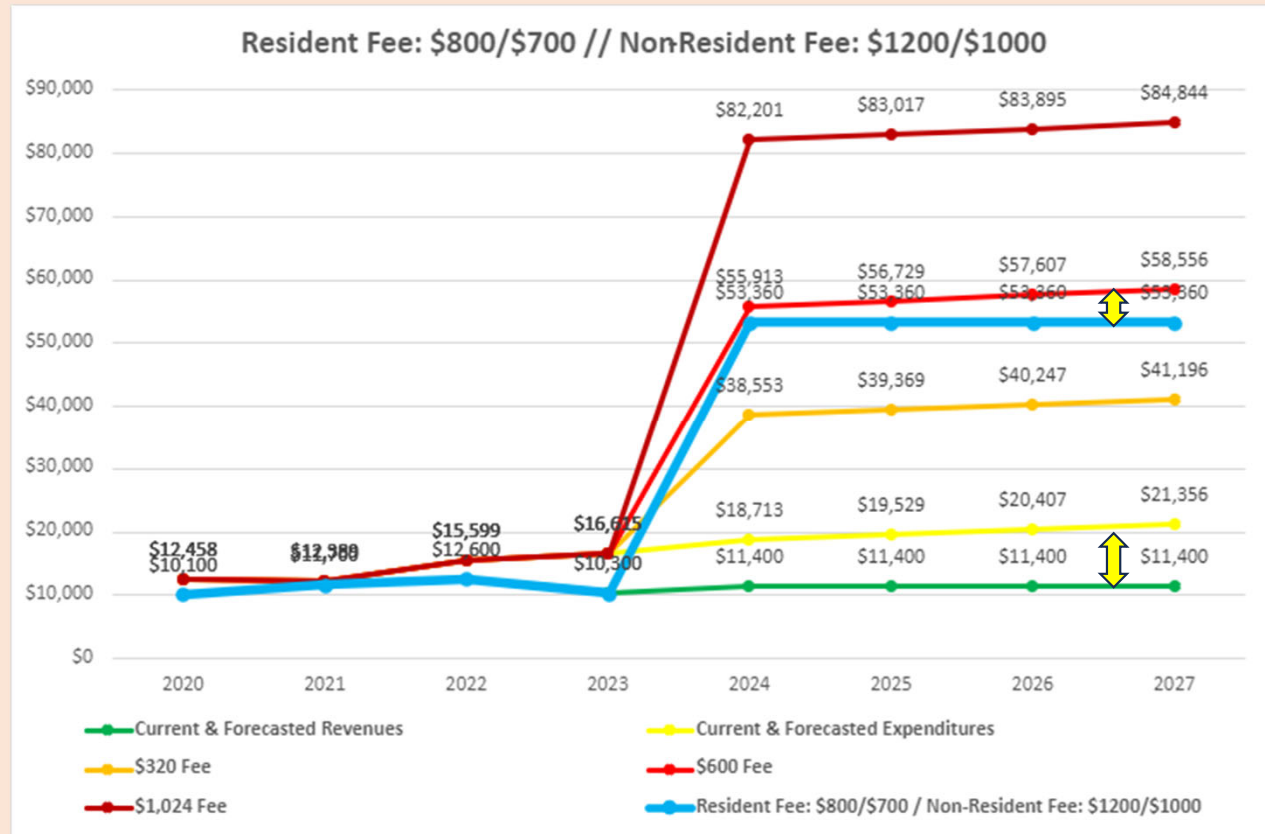




Fee Options for Consideration

• Option 3: Establish Resident & Non-Resident & Implement Gravedigger Fee:

- Legal residence of decease immediately prior to death.
- Resident fees increase:
 - Burial: \$200 + \$600 = \$800
 - Urn: \$100 + \$600 = \$700
- Non-Resident fee increase:
 - Burial : \$600 + \$600 = \$1200
 - Urn: \$400 + \$600 = \$1000





Summary of Options for Consideration

	Resident	Increase	Non-Resident	Increase	Note
Existing	\$200/\$100	-	\$200/\$100		
Option 1	\$200/\$100	\$0	\$600/\$400	\$400/\$300	close gap
Option 2	\$800/\$700	\$600/\$600	\$800/\$700	\$600/\$600	\$600 gravedigger fee / no resident differential
Option 3	\$800/\$700	\$600/\$600	\$1200/\$1000	\$1000/\$900	\$600 gravedigger fee + non-resident increase

- Initiate discussion
- Further review needed
- Define Resident / Non –Resident

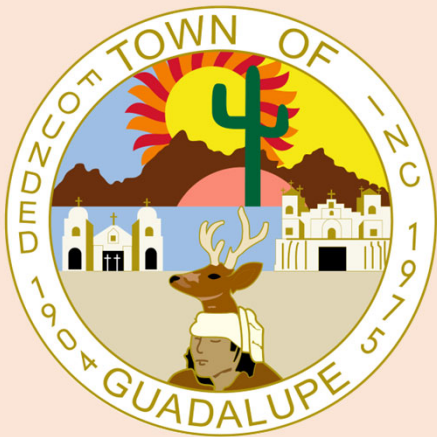
Next Steps

- December 14th, 2023: Introduce fees for consideration
- Focus of 2024
- Consider appointing Cemetery Committee
- February – April:
 - Review, Research, Recommend
 - Solicit Public Input
 - Website, Facebook, etc.
 - Update Town Council
- April: Present to Council
- May 1, 2024: Publish proposed fee increases/60-day notice
- July 1, 2024: Fee increase effective, commensurate with FY25 Budget



Town of Guadalupe

Cemetery Financial and Fee Review Introduction



Questions and Comments

December 14th, 2023



Initial Regulation Options for Consideration

- Allow non-residents of Guadalupe to be buried in the Guadalupe cemetery
 - Internment Fees would be higher than residents
 - Last time internment fees were increased was 2009
- Standardize burial plot size to 4x8ft
- Prohibit modifications and add-ons to burial plots
 - Fences, benches, retaining walls
 - These modifications decrease the number of plots available
- Add disinterment regulations to the town code
- Standardize the rules of the cemetery
- Introduce a new fee for all burials of \$600 to pay the grave diggers
 - Previously, all grave diggers were volunteering
 - Fee would be paid by the applicant

JANUARY 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1 New Year's Day Town Hall Closed	2	3 KSD, TD3, TUHSD Classes begin	4	5	6
7	8 ASU classes begin	9	10	11 Council Meeting	12	13
14	15 M L King Day Town Hall Closed	16	17	18	19	20
21	22	23	24	25 Council Meeting	26	27
28	29	30	31	1	2	3

FEBRUARY 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	1	2	3
4	5	6	7	8 Council Meeting	9	10
11	12	13	14 Ash Wednesday Valentine's Day	15	16	17
18	19 Presidents' Day Town Hall Closed	20	21	22 Council Meeting	23	24
25	26	27	28	29	1	2

MARCH 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27	28	29	1	2
3	4 ASU Spring Break	5 ASU Spring Break	6 ASU Spring Break	7 ASU Spring Break	8 ASU Spring Break	9
10	11 KSD, TESD, TUHSD Spring Break	12 KSD, TESD, TUHSD Spring Break	13 KSD, TESD, TUHSD Spring Break	14 Council Meeting KSD, TESD, TUHSD Spring Break	15 KSD, TESD, TUHSD Spring Break	16
17	18 KSD, TESD, TUHSD Spring Break	19 KSD, TESD, TUHSD Spring Break	20 KSD, TESD, TUHSD Spring Break	21 KSD, TESD, TUHSD Spring Break	22 KSD, TESD, TUHSD Spring Break	23
24	25 KSD, TESD, TUHSD Spring Break Holy Week	26 Holy Week	27 Holy Week	28 Council Meeting Holy Week	29 Good Friday Holy Week Town Hall Closed	30
31 Easter Sunday Cesar Chavez Day	1 Easter Observed Town Hall Closed	2	3	4	5	6

Note: **Town Hall Closed** dates are per the Town of Guadalupe Personnel Rules and Policies Manual

APRIL 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1 Easter Observed Town Hall Closed	2	3	4	5	6
7	8	9	10	11 Council Meeting	12	13
14	15 Cesar Chavez Day Observed Town Hall Closed	16	17	18	19	20
21	22	23	24	25 Council Meeting	26	27
28	29	30	1	2	3	4

Note: **Town Hall Closed** dates are per the Town of Guadalupe Personnel Rules and Policies Manual

MAY 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	1	2	3	4
5	6 ASU Graduation	7	8	9 Council Meeting	10	11
12 Mother's Day	13	14	15	16	17	18
19	20	21	22 TUHSD classes end	23 TESD, KSD classes end Council Meeting	24	25
26	27 Memorial Day Town Hall Closed	28	29	30	31	1

Note: **Town Hall Closed** dates are per the Town of Guadalupe Personnel Rules and Policies Manual

JUNE 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13 Council Meeting	14	15
16 Father's Day	17	18	19 Juneteenth Town Hall Closed	20	21	22
23	24	25	26	27 Council Meeting	28	29
30	1	2	3	4	5	6

JULY 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	1	2	3	4 Independence Day Town Hall Closed	5	6
7	8	9	10	11 Council Meeting	12	13
14	15	16	17	18	19	20
21	22	23	24 KSD, TESD, TUHSD classes begin	25 Council Meeting	26	27
28	29	30	31	1	2	3

AUGUST 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	1	2	3
4	5	6	7	8 Council Meeting	9	10
11	12	13	14	15	16	17
18	19	20 ASU classes begin	21	22 Council Meeting	23	24
25	26	27	28	29	30	31

SEPTEMBER 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Labor Day Town Hall Closed	3	4	5	6	7
8	9	10	11	12 Council Meeting	13	14
15	16	17	18	19	20	21
22	23	24	25	26 Council Meeting	27	28
29	30 KSD, TESD, TUHSD Fall Break	1 KSD, TESD, TUHSD Fall Break	2 KSD, TESD, TUHSD Fall Break	3 KSD, TESD, TUHSD Fall Break	4 KSD, TESD, TUHSD Fall Break	5

Note: **Town Hall Closed** dates are per the Town of Guadalupe Personnel Rules and Policies Manual

OCTOBER 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30 KSD, TESD, TUHSD Fall Break	1 KSD, TESD, TUHSD Fall Break	2 KSD, TESD, TUHSD Fall Break	3 KSD, TESD, TUHSD Fall Break	4 KSD, TESD, TUHSD Fall Break	5
6	7 KSD, TESD, TUHSD Fall Break ASU Fall Break	8 KSD, TESD, TUHSD Fall Break ASU Fall Break	9 KSD, TESD, TUHSD Fall Break	10 KSD, TESD, TUHSD Fall Break Council Meeting	11 KSD, TESD, TUHSD Fall Break	12
13	14 KSD, TESD, TUHSD Fall Break	15 KSD Fall Break	16	17	18	19
20	21	22	23	24 Council Meeting	25	26
27	28	29	30	31 Halloween	1	2

NOVEMBER 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11 Veterans Day Town Hall Closed	12	13	14 Council Meeting	15	16
17	18	19	20	21	22	23
24	25	26	27 KSD, TESD, TUHSD Thanksgiving Break	28 KSD, TESD, TUHSD Thanksgiving Break Thanksgiving Day Council Meeting CANCELED Town Hall Closed	29 KSD, TESD, TUHSD Thanksgiving Break Thanksgiving Day Observed Town Hall Closed	30

Note: **Town Hall Closed** dates are per the Town of Guadalupe Personnel Rules and Policies Manual

12/14/2023 Council Meeting

DECEMBER 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12 Council Meeting	13	14
15	16 ASU Commencement	17	18	19	20	21
22	23 KSD, TESD, TUHSD Winter Break	24 KSD, TESD, TUHSD Winter Break Christmas Eve Town Hall Closed	25 KSD, TESD, TUHSD Winter Break Christmas Town Hall Closed	26 KSD, TESD, TUHSD Winter Break Council Meeting CANCELED	27 KSD, TESD, TUHSD Winter Break	28
29	30 KSD, TESD, TUHSD Winter Break	31 KSD, TESD, TUHSD Winter Break New Years Eve Town Hall Closed	1 KSD, TESD, TUHSD Winter Break New Years Town Hall Closed	2 KSD, TESD, TUHSD Winter Break	3 KSD, TESD, TUHSD Winter Break	4



GUADALUPE TOWN COUNCIL MEETING SCHEDULE AND NOTICE
JANUARY 2024 THROUGH DECEMBER 2024

Pursuant to Arizona Revised Statutes §38-431.02, notice is hereby given to the members of the Guadalupe Town City Council and to the public that the Guadalupe Town Council will hold meetings open to the public on the dates and times outlined below.

Pursuant to Town Resolution 2017-01, the regularly scheduled Town Council meetings shall be held at 6:00 p.m. on the second and fourth Thursdays of the month in Guadalupe Town Hall, 9241 South Avenida del Yaqui, Guadalupe, Arizona unless a meeting falls on a holiday, or is otherwise posted for a different time or location. Special meetings of the Town Council may be scheduled for various dates, times, or locations.

The notice and agenda for any meeting shall be posted at least 24-hours in advance in accordance with the Arizona Revised Statutes, A.R.S. §38-431.02 at the following locations:

- (a) The Town of Guadalupe website: www.guadalupeaz.org; and
- (b) Outside the entrance to Town Hall, on a public notice posting board.

In addition, meeting notices and agendas will be available at the reception desk at Guadalupe Town Hall, Monday through Friday from 8:00 a.m. – 5:00 p.m., excluding holidays.

Council meetings are streamed live on the Town of Guadalupe's Facebook page.

For questions or further information, please contact the Town Clerk's Office at (480) 730-3080 or email clerk@guadalupeaz.org.

Month	2nd Thursday Date:	4th Thursday Date:	Recognized Holidays Town Offices Closed
January	11	25	1/1: New Year's Day 1/15: Martin Luther King Day
February	8	22	2/19: President's Day
March	14	28 – Holy Thursday	3/29: Good Friday
April	11	25	4/1: Monday after Easter 4/15: Cesar Chavez Day
May	9	23	5/27: Memorial Day
June	13	27	6/19: Juneteenth
July	11	25	7/4: Independence Day
August	8	22	
September	12	26	9/2: Labor Day
October	10	24	
November	14	28 - MEETING CANCELED Thanksgiving Holiday	11/11: Veterans Day holiday 11/28 & 29: Thanksgiving
December	12	26 - MEETING CANCELED	12/24 & 25: Christmas 12/31: New Year's Eve

Town of Guadalupe

2024 Holiday Calendar Year

New Year's Day	Monday, January 1 st
Martin Luther King Day	Monday, January 15 th
Presidents Day	Monday, February 19 th
Good Friday	Friday, March 29 th
Easter (Observed)	Monday, April 1 st
Cesar Chavez Recognition Day (Third Monday in April; adopted RESOLUTION NO. R2022.15)	Monday, April 15 th
Memorial Day	Monday, May 27 th
Juneteenth	Wednesday, June 19 th
Independence Day	Thursday, July 4 th
Labor Day	Monday, September 2 nd
Veterans Day (Always on the 11th)	Monday, November 11 th
Thanksgiving Day	Thursday, November 28 th
Thanksgiving (Observed)	Friday, November 29 th
Christmas Eve	Tuesday, December 24 th
Christmas Day	Wednesday, December 25 th
New Year's Eve (Observed)	Friday, December 29 th
YOUR BIRTHDAY	FLOATER – DOES NOT HAVE TO BE YOUR BIRTH DATE

*** Whenever a holiday shall fall on Saturday it shall be observed on the preceding Friday. Whenever a holiday shall fall on Sunday it shall be observed by the Town on the following Monday.