

Valerie Molina Mayor

Ricardo Vital Vice Mayor

Mary Bravo Councilmember

Esteban F. V. Fuerte Councilmember

Elvira Osuna Councilmember

Joe Sánchez Councilmember

Anita Cota Soto Councilmember

Agendas/Minutes: www.guadalupeaz.org

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

NOTICE OF REGULAR MEETING OF THE GUADALUPE TOWN COUNCIL

THURSDAY, APRIL 13, 2023 6:00 P.M. GUADALUPE TOWN HALL 9241 SOUTH AVENIDA DEL YAQUI, COUNCIL CHAMBERS GUADALUPE, ARIZONA

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Guadalupe Town Council and to the public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, April 13, 2023, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona. Meetings are streamed live on Town of Guadalupe Facebook page.

AGENDA

- A. CALLTO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES
 - 1. Approval of the March 23, 2023, Town Council Regular Meeting Minutes.
- E. CALL TO THE PUBLIC: An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.
- F. MAYOR and COUNCIL PRESENTATION:
 Día de Niño Proclamation
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
- **G1.** APPROVAL OF DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT AGREEMENT: Council will consider and may take action to authorize the Mayor, or designee, to sign a grant agreement (C2023-07) between the Department of Housing and Urban Development (HUD) and Town of Guadalupe for the Town of Guadalupe Wastewater Collection System Rehabilitation (HUD) Grant No. B-23-CP-AZ-0044) in the amount of \$872,529 for the repair and rehabilitation of Town sanitary sewer lines and infrastructure. The Grant term is from March 2, 2023, to August 31, 2031. Council may provide direction to the Town Manager / Clerk.
- **G2.** APPROVAL OF CONTRACT ADEQ MS4 STORM SEWER SYSTEM GENERAL PERMIT AND AUDIT COMPLIANCE: Council will consider and may take action to award a contract (C2023-08) to Dibble Engineering, Town Engineer, for engineering services to complete the Municipal Separate Storm Sewer System (MS4) General Permit and ADEQ Audit to bring the Town of Guadalupe into compliance with stormwater management regulations as required the Arizona Department of Environmental Quality (ADEQ). The contract amount is \$38,355 and is funded through the Town General Fund Town Manager cost center. Council may provide direction to the Town Manager / Clerk.



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- **G3.** APPROVAL OF CONTRACT PARK AND BASIN SIGNAGE: Council will consider and may take action to award contract (C2023-09) to the Sierra Signs for the fabrication and installation of 12 signs in the amount of \$23,323.56. These signs will list public safety park and basin usage rules and regulations. Signs will be located at Stottlemyre and Biehn Parks, the Guadalupe Road and South Basins and the Lomita. The contract is funded through the General Fund Parks cost center. Council may provide direction to the Town Manager / Clerk.
- G4. APPROVAL OF INTERGOVERNEMENTAL AGREEMENT BETWEEN THE CITY OF TEMPE AND TOWN OF GUADALUPE FOR THE COLLECTIVE REPORTING AND PUBLICATION OF PUBLIC HEALTH RELATED WASTEWATER BIOMARKERS RECOMMUNITY ACTION PROGRAM SERVICES: Council will consider and may take action to authorize the Mayor, or designee, to sign an Intergovernmental Agreement (C2023-10) with the City of Tempe to continue and to advance community health and wellness through the collection of wastewater biomarkers related to CoV-2, the virus known to cause the COVID-19; and opioid and non-opioid related data. The IGA term is three years from the effective date and is of no cost to the Town. Council may provide direction to the Town Manager / Clerk.
- **G5. TRIBAL REVENUE SHARING SUPPORT LETTER REQUEST:** Council will consider and may take action to approve a support letter for inclusion with the Tempe Guadalupe Little League's revenue sharing application to the Pascua Yaqui Tribe. The Tempe Guadalupe Little League is requesting \$20,000 for equipment and registration player fees. Council may provide direction to the Town Manager / Clerk.
- **G6. TRIBAL REVENUE SHARING SUPPORT LETTER REQUEST:** Council will consider and may take action to approve a support letter for inclusion with the American Legion Post 124 Guadalupe Veterans' revenue sharing application to the Pascua Yaqui Tribe. The American Legion Post 124 Guadalupe Veterans is requesting \$5,225.00 for ceremonial rifles and uniforms to be used when Military Honors are performed. Council may provide direction to the Town Manager / Clerk.
- **G7. 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)*
- **G8. TEMPE FAMILY YMCA Y ACHIEVERS PROGRAM:** Council will receive a presentation from Tempe Family YMCA representatives regarding the Y Achievers Program which offers residents ages 16-24 valuable life skills.
- H. TOWN MANAGER/CLERK'S COMMENTS
- I. COUNCILMEMBERS' COMMENTS
- J. ADJOURNMENT



April 6, 2023

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: April 13, 2023, Town Council Regular Meeting Information Report

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

Agenda Items:

D1. MARCH 23, 2023, REGULAR COUNCIL MEETING MINUTES (PAGES 6 – 14).

F1. DÍA DEL NIÑO PROCLAMATION (PAGES 15 – 16).

G1. APPROVAL OF DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT AGREEMENT (PAGES 17 – 40): Council will consider and may take action to authorize the Mayor, or designee, to sign a grant agreement (C2023-07) between the Department of Housing and Urban Development (HUD) and Town of Guadalupe for the Town of Guadalupe Wastewater Collection System Rehabilitation (HUD Grant No. B-23-CP-AZ-0044) in the amount of \$872,529 for the repair and rehabilitation of Town sanitary sewer lines and infrastructure. The Grant term is from March 2, 2023, to August 31, 2031.

This agreement obligates the Town of Guadalupe to use the funds as presented and described in the agreement in accordance with the grant submittal of April 2022 and draw down the awarded amount of HUD funds in accordance with HUD reporting requirements.

This grant award will fund the rehabilitation of eleven (11) sanitary sewer access manholes and 4,122 linear feet of sanitary sewer pipe using Cured-In-Place-Pipe (CIPP) liner (4,206 linear feet), and open cut excavation repair (96 linear feet). The work will be performed by our Town Engineer, Dibble Engineering, and a qualified contractor selected through a formal bidding process. Project design is expected to be completed in fall 2023 and construction awarded in spring 2024. The project will be administered by the Town's Community Development Coordinator. This project along with recent wastewater system projects will complete the repairs identified in the 2019 system assessment.

As background, the Town of Guadalupe through Congressman Gallego's Office submitted a grant request of \$872,529 for Wastewater Collection System Rehabilitation on April 27, 2022 and was awarded this amount on January 23, 2023.

This rehabilitation project is the result of a 2019 assessment of the Town's 11.5-mile WWCS, which found that 25% of the Town's sewer infrastructure needs rehabilitation. To date, the Town has invested \$394,924 in urgent system repairs identified by the assessment and has received \$1,068,103 in Federal Community Block Grant (CDBG) funds through the Maricopa County Human Services Department for much needed additional system repairs.

This WWCS rehabilitation project will complete the needed repairs of a system built in 1977/1978 and more importantly, improve the safety and public health of our Guadalupe community by eliminating sewer line breaks, sewage backups and help prevent potential contamination of the Town's drinking water.

G2. APPROVAL OF CONTRACT – ADEQ MS4 STORM SEWER SYSTEM GENERAL PERMIT AND AUDIT COMPLIANCE (PAGES 41 – 67): Council will consider and may take action to award a contract (C2023-08) with Dibble Engineering, Town Engineer, for engineering services to complete the Municipal Separate Storm Sewer System (MS4) General Permit to bring the Town of Guadalupe into compliance with stormwater management regulations as required the Arizona Department of Environmental Quality (ADEQ). The contract amount is \$38,355 and is funded through the Town General Fund Town Manager cost center.

As background, ADEQ annually requires the submittal of an MS4 compliance report regarding the discharge and management of stormwaters by all Arizona counties and municipalities. Should the annual report be approved, ADEQ permits the public entity to operate municipal separate storm sewer systems (MS4s).

The permit authorizes the discharge of stormwater to protected surface waters from Small MS4s, which may include:

- A city, town or county located fully or partially within an urbanized area as determined by the latest Decennial Census by the Bureau of Census
- State, federal and other publicly owned properties discharge stormwater.
- Other areas designated by ADEQ.

The permit requires the development of a stormwater management program. The permittees are required to follow six minimum control measures that must be built into their program including:

- 1. Public Education and Outreach
- 2. Public Involvement and Participation
- 3. Illicit Discharge Detection and Elimination (IDDE) Program
- 4. Construction Site Stormwater Runoff Control
- 5. Post-Construction Stormwater Management
- 6. Pollution Prevention and Good Housekeeping.

Coverage under the general permit is valid during the five-year term of the permit. Permittees must pay an annual fee.

In July 2021, ADEQ conducted an audit of Town of Guadalupe related to the six control measures above and found that a variety of improvements are required. The ADEQ Audit is attached. The work completed by Dibble Engineering through this contract will address the audit findings, bring the Town into compliance with MS4 standards, and consequently avoid penalties or fines for non-compliance. Dibble Engineering and Town staff will work directly with ADEQ representatives to ensure that proper compliance is achieved.

G3. APPROVAL OF CONTRACT - PARK AND BASIN SIGNAGE (PAGES 68 – 84): Council will consider and may take action to award a contract (C2023-09) to the Sierra Signs for the fabrication and installation of 12 signs in the amount of \$23,323.56. These signs will list public safety park and basin usage rules and regulations. Signs will be located at Stottlemyre and Biehn Parks, the Guadalupe Road and South Basins and the Lomita. The signs at each location will define hours of use and list rules and regulations. Park sign rules and regulations from the neighboring municipalities of Phoenix, Tempe, Mesa, Chandler, and Gilbert were used for reference.

The Town received two quotes for signage: Sierra Signs, \$23,323,56 and Spotlight Signs, \$11,029.39. Sierra Signs was selected as the sign materials and sign posts are of heavier gauge aluminum, tamper resistant hardware, and acrylic sign covers. The Sierra Signs are also larger size overall.

G4. APPROVAL OF INTERGOVERNEMENTAL AGREEMENT BETWEEN THE CITY OF TEMPE AND TOWN OF GUADALUPE FOR THE COLLECTIVE REPORTING AND PUBLICATION OF PUBLIC HEALTH RELATED WASTEWATER BIOMARKERS RECOMMUNITY ACTION PROGRAM SERVICES (PAGES 85 – 95): Council will consider and may take action to authorize the Mayor, or designee, to sign an Intergovernmental Agreement (IGA) (C2023-10) with the City of Tempe to continue and to advance community health and wellness through the collection of wastewater biomarkers related to CoV-2, the virus known to cause the COVID-19; and opioid and non-opioid related data. The IGA term is three years from the effective date and is of no cost to the Town.

As background, on June 10, 2020, during the height of the pandemic the Town entered into a Memorandum of Understanding (MOU) with the City of Tempe where this MOU memorialized the agreement to collect wastewater data for COVID-19 public health needs. The 2020 MOU has since expired and this IGA, if approved, would allow for continued wastewater data collection for public health purposes. It is important to note that the City of Tempe provides water and wastewater services to the Town of Guadalupe. This allows for ease of wastewater data collection by Tempe from Town of Guadalupe wastewater system.

G5. TRIBAL REVENUE SHARING SUPPORT LETTER REQUEST (PAGES 96 – 101): Council will consider and may take action to approve a support letter for inclusion with the Tempe Guadalupe Little League's revenue sharing application to the Pascua Yagui Tribe of \$20,000.

At the October 28, 2021, Regular Council Meeting, the Council approved a support letter request application process for non-profit organizations applying for Tribal revenue sharing (also referred to as gaming) grants. The Town has received a request for a support letter from the Tempe Guadalupe Little League to include with their grant application to the Pascua Yaqui Tribe. The Tempe Guadalupe Little League is requesting \$20,000 from the Pascua Yaqui Tribe for registration fees and equipment. The Tempe Guadalupe Little League 's support letter request, budget, and Tribal grant application are attached. The Pascua Yaqui Tribe submittal deadline for grant applications is May 31, 2023.

G6. TRIBAL REVENUE SHARING SUPPORT LETTER REQUEST (PAGES 102 – 108): Council will consider and may take action to approve a support letter for inclusion with the American Legion Post 124 Guadalupe Veterans revenue sharing application to the Pascua Yaqui Tribe of \$5,225.00 for ceremonial rifles and uniforms to be used when Military Honors are performed.

At the October 28, 2021, Regular Council Meeting, the Council approved a support letter request application process for non-profit organizations applying for Tribal revenue sharing (also referred to as gaming) grants. The Town has received a request for a support letter from the American Legion Post 124 Guadalupe Veterans to include with their grant application to the Pascua Yaqui Tribe. The American Legion Post 124 Guadalupe Veterans support letter request, budget, and Tribal grant application are attached. The Pascua Yaqui Tribe submittal deadline for grant applications is May 31, 2023.

- **G7. 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)*
- **G8. TEMPE FAMILY YMCA Y ACHIEVERS PROGRAM (PAGES 109 116):** Council will receive a presentation from Tempe Family YMCA representatives regarding the Y Achievers Program which offers residents ages 16-24 valuable life skills.



Minutes Town Council Regular Meeting March 23, 2023

Minutes of the Guadalupe Town Council Regular Meeting held on March 23, 2023, at 6:00 p.m., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona.

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

B. ROLL CALL

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

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

C. INVOCATION/PLEDGE OF ALLEGIANCE

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

D. APPROVAL OF MINUTES

1. Approval of the March 09, 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 March 09, 2023, Town Council Regular Meeting Minutes.
- E. CALL TO THE PUBLIC: No members of the public spoke. Mayor Molina announced that Council Chambers is open and welcomed the public to attend and address the Council in person.
- F. MAYOR AND COUNCIL PRESENTATION: None.
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. PUBLIC HEARING – VARIANCE REQUEST FOR 9403 SOUTH CALLE BELLA VISTA (V2023-01)

Mayor Molina stated that this agenda item is to hold a public hearing to receive public input regarding a variance request of the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning, §154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area Height and Setback Regulations. The variance request is to decrease the Minimum Lot Width requirement of 60' to 50'. The property is located at 9403 South Calle Bella Vista, Guadalupe, AZ. Maricopa County Assessor Parcel APN 301-43-180. The lot is zoned R1-6, Single-family Residential. The Applicant is Martin Esparza.

Jeff Kulaga, Town Manager/Clerk stated items G1 – G4 are for the property located at 9403 South Calle Bella Vista and he would like to present those items together.

Motion by Councilmember Bravo to open the public hearing; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 5-0.



Mr. Kulaga stated a public notice went out to neighboring residents located 150 feet from 9403 S Calle Bella Vista via mail, it was legally advertised in the newspaper, and there was a physical posting of it on the lot; however, there was no input from the community. Mr. Kulaga stated the applicant is seeking a variance and use permit to locate a manufactured home on the property. Mr. Kulaga stated the lot is 50 feet wide and a variance is needed to allow development on the property as the width standard of 60 feet is not met. Staff recommends approval of the variance as there is sufficient evidence that demonstrates the existing 50 feet width was not created by the owner, is not detrimental to neighbors, and the owner was not granted special privileges.

Motion by Councilmember Bravo to close the public hearing; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 5-0.

The public hearing was closed.

Councilmembers held a public hearing to receive public input regarding a variance request of the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning, § 154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area Height and Setback Regulations. The variance request is to decrease the Minimum Lot Width requirement of 60' to 50'. The property is located at 9403 South Calle Bella Vista, Guadalupe, AZ. Maricopa County Assessor Parcel APN 301-43-180. The lot is zoned R1-6, Single-family Residential. The Applicant is Martin Esparza.

2. VARIANCE REQUEST FOR 9403 SOUTH CALLE BELLA VISTA (V2023-01)

Mayor Molina stated that this agenda item is for Council to consider and may take action to approve or deny a variance request of the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning, §154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area Height and Setback Regulations. The variance request is to decrease the Minimum Lot Width requirement of 60' to 50'. The property is located at 9403 South Calle Bella Vista, Guadalupe, AZ. Maricopa County Assessor Parcel APN 301-43-180. The lot is zoned R1-6, Single-family Residential. The Applicant is Martin Esparza.

Motion by Vice Mayor Vital to approve agenda item G2; second by Councilmember Sanchez. Motion passed unanimously on a voice vote 5-0.

Councilmembers approved a variance request of the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning, § 154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area Height and Setback Regulations. The variance request is to decrease the Minimum Lot Width requirement of 60' to 50'. The property is located at 9403 South Calle Bella Vista, Guadalupe, AZ. Maricopa County Assessor Parcel APN 301-43-180. The lot is zoned R1-6, Single-family Residential. The Applicant is Martin Esparza.

3. PUBLIC HEARING – CONDITIONAL USE PERMIT REQUEST FOR 9403 SOUTH CALLE BELLA VISTA (CU2023-02)

Mayor Molina stated that this agenda item is to hold a public hearing for a conditional use permit request to locate a manufactured home on the property of 9403 S Calle Bella Vista Guadalupe, AZ, per the Guadalupe Town Code, § 154.065 (D) (5). The property is zoned R1-6, Maricopa County Assessor Parcel APN 301-43-180. The Applicant is Martin Esparza. *(related to G4)*

Motion by Councilmember Fuerte to open the public hearing; second by Councilmember Sanchez. Motion passed unanimously on a voice vote 5-0.

Mayor Molina opened the public hearing.



Jeff Kulaga, Town Manager/Clerk stated items G3 and G4 are in reference to the same property located at 9403 S Calle Bella Vista. The applicant is seeking a conditional use permit to allow a manufactured home on the property. Mr. Kulaga outlined the setbacks in accordance with the town code and displayed the allowable building envelope. The footprint of the building is 24 feet by 44 feet and fits within the allowable building envelope. Staff recommends approval of the conditional use permit with the stipulation that the manufactured home installation complies with town requirements. The owner has provided the proposed manufactured home's state certification indicating it complies with state standards and construction. Staff will work with owner to ensure the home meets building requirements and setbacks.

Motion by Vice Mayor Vital to close the public hearing; second by Councilmember Bravo. Motion passed unanimously on a voice vote 5-0.

The public hearing was closed.

Councilmembers held a public hearing to receive public input regarding a conditional use permit request to locate a manufactured home on the property of 9403 S Calle Bella Vista Guadalupe, AZ, per the Guadalupe Town Code, § 154.065 (D) (5). The property is zoned R1-6, Maricopa County Assessor Parcel APN 301-43-180. The Applicant is Martin Esparza. *(related to G4)*

4. CONDITIONAL USE PERMIT REQUEST FOR 9403 SOUTH CALLE BELLA VISTA (CU2023-02)

Mayor Molina stated that this agenda item is for Council to consider and may take action to approve or deny a conditional use permit request to locate a manufactured home on the property of 9403 S Calle Bella Vista Guadalupe, AZ, per the Guadalupe Town Code, § 154.065 (D) (5). The property is zoned R1-6, Maricopa County Assessor Parcel APN 301-43-180. The Applicant is Martin Esparza. (related to G3)

Jeff Kulaga, Town Manager/Clerk stated this item is for Council to approve or deny the conditional use permit previously described.

In response to a question by Mayor Molina regarding if the applicant is aware of stipulations, Mr. Kulaga stated all stipulations have been explained to the applicant and he understands what needs to be done.

In response to a question by Mayor Molina regarding who inspects the home, Mr. Kulaga stated the state inspects the home to ensure state standards are met and the state issues the plaque.

In response to a question by Councilmember Bravo regarding if this manufactured home is new, Mr. Kulaga stated the manufactured home is existing and not a new build.

Motion by Vice Mayor Vital to approve agenda item G4; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 5-0.

Councilmembers approved a conditional use permit request to locate a manufactured home on the property of 9403 S Calle Bella Vista Guadalupe, AZ, per the Guadalupe Town Code, §154.065 (D) (5). The property is zoned R1-6, Maricopa County Assessor Parcel APN 301-43-180. The Applicant is Martin Esparza.



5. PUBLIC HEARING – VARIANCE REQUEST FOR 5536 EAST CALLE ENCINAS (V2023-02): Mayor Molina stated that this agenda item is to hold a public hearing to receive public input regarding a variance request of the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning, §154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area Height and Setback Regulations. The variance request is to decrease the Minimum Lot Width requirement of 60' to 50'. The property is located at 5536 E Calle Encinas, Guadalupe, AZ. Maricopa County Assessor Parcel APN 301-12-104D. The lot is zoned R1-6, Single-family Residential. The Applicant is Petra Alicia Mendez Neyoy. (related to item G6)

Motion by Councilmember Bravo to open the public hearing; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 5-0.

Mayor Molina opened the public hearing.

Jeff Kulaga, Town Manager/Clerk stated the applicant is seeking a variance and use permit to locate a manufactured home on 5536 E Calle Encinas, similarly to the prior agenda items. Mr. Kulaga stated a public notice went out to neighboring residents located 150 feet from 5536 E Calle Encinas via mail, it was legally advertised on the newspaper, and there was a physical posting of it on the Lot; however, there was no input from the community. A variance request is being requested due to the lot size being 50 feet wide and town minimum requirement is 60 feet. Staff recommends approval of the variance as there is sufficient evidence that demonstrates the existing 50 feet width was not created by the owner, is not detrimental to neighbors, and the owner was not granted special privileges.

Motion by Councilmember Fuerte to close the public hearing; second by Vice Mayor Vital. Motion passed unanimously on a voice vote 5-0.

The public hearing was closed.

Councilmembers held a public hearing to receive public input regarding a variance request of the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning, § 154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area Height and Setback Regulations. The variance request is to decrease the Minimum Lot Width requirement of 60' to 50'. The property is located at 5536 E Calle Encinas, Guadalupe, AZ. Maricopa County Assessor Parcel APN 301-12-104D. The lot is zoned R1-6, Single-family Residential. The Applicant is Petra Alicia Mendez Neyoy.

6. VARIANCE REQUEST FOR 5536 EAST CALLE ENCINAS (V2023-02)

Mayor Molina stated that this agenda item is for Council to consider and may take action to approve or deny a variance of the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning, §154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area Height and Setback Regulations. The variance request is to decrease the Minimum Lot Width requirement of 60' to 50'. The property is located at 5536 E Calle Encinas, Guadalupe, AZ. Maricopa County Assessor Parcel APN 301-12-104D. The lot is zoned R1-6, Single-family Residential. The Applicant is Petra Alicia Mendez Neyoy. (*related to item G5*)

Motion by Vice Mayor Vital to approve agenda item G6; second by Councilmember Sanchez. Motion passed unanimously on a voice vote 5-0.

Councilmembers approved a variance request of the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning, § 154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area Height and Setback Regulations. The variance request is to decrease the Minimum Lot Width requirement of 60' to 50'. The property is located at 5536 E Calle Encinas, Guadalupe, AZ. Maricopa County Assessor Parcel APN 301-12-104D. The lot is zoned R1-6, Single-family Residential. The Applicant is Petra Alicia Mendez Neyoy.



7. PUBLIC HEARING – CONDITIONAL USE PERMIT REQUEST FOR 5536 EAST CALLE ENCINAS (CU2023-03)

Mayor Molina stated that this agenda item is to hold a public hearing to receive public input regarding a conditional use permit request to locate a manufactured home on the property of 5536 East Calle Encinas Guadalupe, AZ, per the Guadalupe Town Code, § 154.065 (D) (5). The property is zoned R1-6, Maricopa County Assessor Parcel APN 301-12-104D. The Applicant is Petra Alicia Mendez Neyoy. *(related to G8)*

Motion by Councilmember Bravo to open the public hearing; second by Councilmember Sanchez. Motion passed unanimously on a voice vote 7-0.

Mayor Molina opened the public hearing.

Jeff Kulaga, Town Manager/Clerk stated the applicant is seeking a conditional use permit to locate a manufactured home on a residential lot as required by town code. The Town of Guadalupe setbacks provide a building envelope of 37 feet by 85 feet. The proposed manufactured home fits within the building envelope as it is about 14 feet by 66 feet. Staff recommends approval of the conditional use permit with stipulations as the manufactured home is installed it complies with town requirements. The proposed manufactured home is a new build and is in the process of getting its certificate and stamp from the state once completed.

Motion by Councilmember Bravo to close the public hearing; second by Councilmember Sanchez. Motion passed unanimously on a voice vote 5-0.

The public hearing was closed.

Councilmembers held a public hearing to receive public input regarding a conditional use permit request to locate a manufactured home on the property of 5536 East Calle Encinas Guadalupe, AZ, per the Guadalupe Town Code, § 154.065 (D) (5). The property is zoned R1-6, Maricopa County Assessor Parcel APN 301-12-104D. The Applicant is Petra Alicia Mendez Neyoy.

8. CONDITIONAL USE PERMIT REQUEST FOR 5536 EAST CALLE ENCINAS (CU2023-03)

Mayor Molina stated that this agenda item is for Council to consider and may take action to approve or deny a conditional use permit request for a manufactured home to be located on the property of 5536 E Calle Encinas Guadalupe, AZ, per the Guadalupe Town Code, § 154.065 (D) (5). The property is zoned R1-6, Maricopa County Assessor Parcel APN 301-12-104D. The Applicant is Petra Alicia Mendez Neyoy. *(related to G7)*

In response to a question by Vice Mayor Vital regarding if the manufactured homes were all owner occupied, Jeff Kulaga, Town Manager/Clerk, stated the properties in question are owner occupied.

Motion by Vice Mayor Vital to approve agenda item G8; second by Councilmember Bravo. Motion passed unanimously on a voice vote 5-0.

Councilmembers approved a conditional use permit request for a manufactured home to be located on the property of 5536 E Calle Encinas Guadalupe, AZ, per the Guadalupe Town Code, § 154.065 (D) (5). The property is zoned R1-6, Maricopa County Assessor Parcel APN 301-12-104D. The Applicant is Petra Alicia Mendez Neyoy. (related to G7)



9. PUBLIC HEARING – REZONING REQUEST FOR 5605 EAST CALLE MEXICO (RZ2023-01) Mayor Molina stated that this agenda item is to hold a public hearing to receive public input regarding a rezoning request of the property located at 5605 East Calle Mexico Guadalupe, AZ, currently zoned C-1 Neighborhood Commercial to C-2 General Commercial, so that the proposed use of the property would comply with allowable uses with the C-2 zoning designation as defined in Guadalupe Town Code, \S 154.067(C)(3 & 4). The proposed use for the property is to perform automobile minor repairs, tune ups and oil changes. Maricopa County Assessor Parcel APN 301-06-194. The Applicant is Jose Abel Armenta, property owner. *(related to G10)*

Motion by Vice Mayor Vital to open the public hearing; second by Councilmember Bravo. Motion passed unanimously on a voice vote 5-0.

Mayor Molina opened the public hearing.

Jeff Kulaga, Town Manager/Clerk stated this is a rezoning request for the property located on 5605 East Calle Mexico. The current zoning of the property is C-1, the request is to rezone to C-2. The proposed use of the property is to do preform minor automobile repairs such as oil changes, which are allowed under C-2 zoning. Mr. Kulaga stated a public notice went out to neighboring residents located 150 feet from 5605 East Calle Mexico via mail, it was legally advertised on the newspaper, and there was a physical posting of it on the Lot; however, there was no input from the community. Mr. Kulaga introduced Chris Anaradian, Consultant, to address council.

Mr. Anaradian stated that the applicant requested a rezoning and during a property search on the county assessor's website it was determined that the property address was incorrect. The correct address for the property is 5605 East Calle Mexico, not 9412 S Avenida del Yaqui as stated on the application. The requested use of the property would be subject to the setbacks and development standards of the code for C-2. Mr. Anaradian outlined setbacks and a possible building envelope as outlined per the C-2 zoning code. Mr. Anaradian stated that if any proposed building plan received from the owner will have to conform to the setbacks of C-2 zoning. Mr. Anaradian stated the building envelope size requires 5 onsite parking spaces. Mr. Anaradian showed a sketch of a building plan that what would be allowed per C-2 zoning and what it would look like on the subject lot. Mr. Armenta would still be required to submit his own building plans that align with C-2 zoning. Staff recommends approval of the rezoning as long as the plan can conform to the development standards, noise is controlled during allowable hours, reduction of noise vibration, and reduction of dust for neighboring homes.

Motion by Councilmember Sanchez to close the public hearing; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 5-0.

The public hearing was closed.

Councilmembers held a public hearing to receive public input regarding a rezoning request of the property located at 5605 East Calle Mexico Guadalupe, AZ, currently zoned C-1 Neighborhood Commercial to C-2 General Commercial, so that the proposed use of the property would comply with allowable uses with the C-2 zoning designation as defined in Guadalupe Town Code, § 154.067(C)(3 & 4). The proposed use for the property is to perform automobile minor repairs, tune ups and oil changes. Maricopa County Assessor Parcel APN 301-06-194. The Applicant is Jose Abel Armenta, property owner. (related to G10)



10. REZONING REQUEST - 5605 EAST CALLE MEXICO (RZ2023-01)

Mayor Molina stated that this agenda item is for Council to consider and may take action to approve or deny a rezoning request of the property located at 5605 East Calle Mexico Guadalupe, AZ, currently zoned C-1 Neighborhood Commercial to C-2 General Commercial, so that the proposed use of the property would comply with allowable uses with the C-2 zoning designation as defined in Guadalupe Town Code, § 154.067(C)(3 & 4). The proposed use for the property is to perform automobile minor repairs, tune ups and oil changes. Maricopa County Assessor Parcel APN 301-06-194. The Applicant is Jose Abel Armenta, property owner. (related to G9)

Jeff Kulaga, Town Manager/Clerk stated staff recommends approval of the rezoning as long as the plan can conform to the development standards, noise is controlled during allowable hours, reduction of noise vibration, and reduction of dust for neighboring homes.

In response to a question from Councilmember Bravo regarding the saturation of automobile shops in the area and the two previous similar rezonings, Mr. Kulaga stated there have not been any complaints and are in working properly.

In response to a question from Mayor Molina regarding if oil changes are allowed outside the structure, Mr. Anaradian advised no, all uses for the property would have to be done in an enclosed facility. Mr. Anaradian stated we do not have building plans from the owner.

In response to a question from Councilmember Bravo regarding how long before a building plan will come back to review, Mr. Anaradian advised that is up to the applicant. The decision is solely to allow the applicant to proceed with obtaining a building plan that conforms with the zoning change. The applicant would still have to obtain an approval on a building permit.

In response to a question from Vice Mayor Vital regarding if the applicant has to obtain a business permit, Dave Ledyard, Town Attorney, stated the business permit is separate from the building permit. If the rezoning is approved, the applicant must still comply with the additional steps.

In response to a question from Mayor Molina regarding if the lot is required to have 5 parking spaces, Mr. Anaradian stated there is a 300:1 ratio so the exact parking would be determined when they submit their site plan for the proposed building. Mayor Molina stated that other auto shops in town have a lot of cars that stay overnight and clutter the properties. Mr. Anaradian stated the facility would be required to have a six-foot screen wall around it and the cars in service do not cancel out the need for the parking spaces in the code. Service vehicles should not eclipse the available parking for employees and patrons.

In response to a question from Councilmember Bravo regarding if we requested feedback from neighbors regarding the proposed zoning, Mr. Kulaga stated letters were sent to neighbors 150 feet from the property and he did not receive feedback.

In response to a question from Councilmember Sanchez regarding if there is a requirement to go higher than six feet on the screen fence, Mr. Anaradian stated the code requirement is six feet.

In response to a question from Mayor Molina regarding if the applicant is already working with someone on the proper development, Jose Armenta, the applicant, stated not at this time as he wanted to know if the rezoning is approved prior to seeking proper development that meets code standards.



Councilmember Bravo stated she welcomes all business that are coming into town because the Town of Guadalupe needs them. Councilmember Bravo stated she intends to take the Town of Guadalupe in a different direction and wants upcoming businesses to know she is looking for quality buildings that are different from the already established businesses throughout town. Councilmember Bravo stated the Town of Guadalupe can improve building standards.

Motion by Councilmember Bravo to approve agenda item G10; second by Vice Mayor Vital. Motion passed unanimously on a voice vote 5-0.

Councilmembers approved a rezoning request of the property located at 5605 East Calle Mexico Guadalupe, AZ, currently zoned C-1 Neighborhood Commercial to C-2 General Commercial, so that the proposed use of the property would comply with allowable uses with the C-2 zoning designation as defined in Guadalupe Town Code, § 154.067(C)(3 & 4). The proposed use for the property is to perform automobile minor repairs, tune ups and oil changes. Maricopa County Assessor Parcel APN 301-06-194. The Applicant is Jose Abel Armenta, property owner.

H. TOWN MANAGER/CLERK'S COMMENTS

Jeff Kulaga, Town Manager/Clerk

- o Announced Senior Center renovations.
- Announced application for a federal grant of \$2.8 million to repave Guadalupe Rd and replace signs that are missing, weathered, or vandalized.
- Announced GCDC application for a grant of \$1 million to continue home renovation program.
- Announced application for a grant of \$250,000 to continue homeless service with CBI or CPLC for the Community Action Program.

I. COUNCILMEMBERS' COMMENTS

Vice Mayor Vital

- Announced vaccine event from 1pm 6pm.
- Announced Open House Event being held at the I'tom Hiapsi building on April 12th from 4pm-7pm.

Councilmember Fuerte - None.

Councilmember Sanchez

Thanked staff for their work and cleanup efforts around town.

Councilmember Bravo

- o Announced Garden Event Saturday March 25th from 8am 2pm.
- Thanked staff for their work.

Mayor Molina

- Announced code enforcement sent out letters to advise will begin looking at properties around town.
- Thanked staff for their work.
- Invited the community to the new Council Chambers.
- Announced Ribbon Cutting occurred last week for the new Health Clinic.



J. ADJOURNMENT

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

Councilmember Sanchez. Motion passed unanimou	ısly on a voice vote 5-0.
The meeting was adjourned at 6:53 p.m.	
ATTEST:	Valerie Molina, Mayor
Jeff Kulaga, Town Manager / Town Clerk	
CERTIFICATION	
I hereby certify that the foregoing minutes are a true and 8, 2022, Town of Guadalupe, Town Council Regular M called and held, and that a quorum was present.	· ·





Dia del Niño

WHEREAS, on November 20, 1959 the United Nations General Assembly adopted the Declaration of the Rights of the Child, which outlines that every child is recognized, universally, as a human being who must be able to develop physically, mentally, socially, morally, and spiritually, with freedom and dignity; and

WHEREAS, the Town of Guadalupe, The Pascua Yaqui Tribe and various entities have banded together to host this year's twenty-second annual "Día del Niño" to celebrate young children throughout the world; and

WHEREAS, the Guadalupe Mercado Courtyard will be hosting an event offering creative activities for the whole family including traditional crafts, art projects, cultural entertainment, and lots of great resources; and

WHEREAS, Día del Niño is an opportunity for all members and the various agencies serving the community can celebrate the beauty of children and can experience and explore the Town's cultural diversity with interactive family friendly programming; and

WHEREAS, these entities recognize the value of inspiring creativity in children to celebrate this special day and will be offering drug and alcohol free activities and entertainment and

NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNCIL OF THE TOWN OF GUADALUPE:

Section 1. The Council hereby proclaims April 28, 2023 as



in the Town of Guadalupe and urges families to participate in the festivities at the Guadalupe Mercado Courtyard.

Section 2. That the Clerk of the Town of Guadalupe shall attest and affix the seal of the Town of Guadalupe to this proclamation and that a copy be transmitted to Bridget Valenzuela Guadalupe Prevention Partnership at the Pascua Yaqui Tribe.

	Valerie Molina, Mayor
Y THE COUNCIL ON APRIL 13, 2023	





Día del Niño

CONSIDERANDO QUE, el 20 de noviembre de 1959 la Asamblea General de las Naciones Unidas aprobó la declaración de los derechos del niño, que explica cada niño es reconocido, universalmente, como un ser humano que debe ser capaz de desarrollar físicamente, mentalmente, socialmente, moralmente y espiritualmente, con libertad y dignidad; y

CONSIDERANDO QUE, el pueblo de Guadalupe, la tribu de Pascua Yaqui y varias entidades se han unido para organizer el XVII "Día del Niño" annual de este año para celebrar a los niños pequeños en todo el mundo; y

CONSIDERANDO QUE, el Patio del Mercado de Guadalupe, ofrecerá actividades creativas para el toda la familia, incluyendo artesanías tradicionales, proyectos de arte, entretenimiento cultural y variedad de recursos; y

CONSIDERANDO QUE, el Día del Niño es una oportunidad para todos los miembros de la comunidad que celebren la belleza de los niños y explorar la diversidad cultural del pueblo con programación interactive para toda la familia; y

CONSIDERANDO QUE, las entidades reconocen el valor de inspirar la creatividad en los niños para celebrar este día tan especial y estarán ofreciendo actividades y entretenimiento libres de drogas y alcohol; y

AHORA, POR LO TANTO, SER PROCLAMADO POR EL CONSEJO DEL PUEBLO DE GUADALUPE:

Sección 1. El Consejo por este medio proclama el 28 de Abril de 2023 como el



en el pueblo de Guadalupe y urge a las familias a participar en las festividades en el Patio del Mercado de Guadalupe.

Sección 2. Que la Secretaria del pueblo de Guadalupe se certifican y estampará el sello del pueblo de Guadalupe a esta proclamación y transmitira una copia a Bridget Valenzuela, Guadalupe Asociación de Prevención a la tribu de Pascua Yaqui.

APROBADO POR EL CONSEJO EL 13 DE ABRIL DE 2023

FY 2023 COMMUNITY PROJECT FUNDING GRANT AGREEMENT NO. B-23-CP-AZ-0044

Grantee Name: Town of Guadalupe

Grantee Address: 9241 S. Avenida del Yaqui Guadalupe, AZ 85283

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-23-CP-AZ-0044

Assistance Listing Number and Name 14.251 Economic Development Initiative,

Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Town of Guadalupe (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-103) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$872,520 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

- B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.
- C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.
- D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.
- E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

- F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.
- G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.
- H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

- C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.
- D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.
- E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).
- F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.
- G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.
- H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

- I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.
- J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).
- K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance
- L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).
- M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

- N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.
- O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
- P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.
- Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.
- R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.
- S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

- A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.
- B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.
- C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

- D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.
- E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.
- F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.
- G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.
- H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

- A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.
- B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html).

- D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.
- E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.
- F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

- A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.
- B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.
- C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.
- D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.
- E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:
 - 1. A Certification of Project Completion.
 - 2. A Grant Closeout Agreement.
 - 3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

- requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.
- 4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
- 5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

(Name of Organization)				
5 1	(Signature of Authorized Official)			
_	(Typed Name and Title of Authorized Official)			
-	(Date)			
HUD				
BY:	Robin J. Keegan, Deputy Assistant Secretary for Economic Development			
-	(Date)			

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee's Indirect Cost Rate Information

CFR part 200 (including its represented by the Grantee	11 /		
ost rate to charge its indirect	costs to the		
The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.			
Indirect cost rate	Direct Cost Base		
	represented by the Grantee ost rate to charge its indirect rate(s) identified in the table Indirect cost rate		

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee's indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 -

Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition:

- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions NONE.

APPENDIX 6 – Conflict of Interest Requirements

- 1. Conflicts Subject to Procurement Regulations. When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.
- 2. General prohibition. No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.
- 3. Exceptions. HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).
- 4. *Threshold requirements for exceptions*. HUD will consider an exception only after the Grantee has provided the following documentation:
 - a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
 - b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.
- 5. Factors to be considered for exceptions. In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:
 - a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
 - b. Whether an opportunity was provided for open competitive bidding or negotiation;
 - c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

FY 2023 COMMUNITY PROJECT FUNDING GRANT AGREEMENT NO. B-23-CP-AZ-0044

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

- d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;
- e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);
- f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- g. Any other relevant considerations.
- 6. Disclosure of potential conflicts of interest. The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

- a. Provisions applicable to a grantee that is a private entity.
 - 1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - 2.We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
- A. Associated with performance under this award; or
- B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.
 - b. Provision applicable to a grantee other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.
- c. Provisions applicable to any grantee.
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
 - 1."Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
- ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

B-23-CP-AZ-0044 EDI Grant Project Narrative

Introduction

A properly operating Wastewater Collection System (WWCS) is vital to the health and welfare of a community. The WWCS of the Town of Guadalupe was constructed in approximately 1978. In November of 2019, the Town of Guadalupe (Town) conducted its first formal investigation into the condition and operation of their WWCS in the 41 years it has been in operation. Through onsite field investigations of the underground WWCS, the locations of the sanitary sewer pipes and associated access manholes were identified. The asset locations were entered into a Geographic Information System (GIS) to create visual mapping of their collection system for the first time. It was found that the Town's WWCS includes 199 access manholes, 20 cleanouts, and 60,936 linear feet (11.5 miles) of pipe ranging from 8-inch to 18-inch in diameter. A unique assigning identification number was assigned to each WWCS asset for tracking and analysis purposes.

The interior of each sanitary sewer pipe and access manhole were then cleaned and visually inspected using remotely operated Closed-Circuit-Television (CCTV) to identify any physical structural deterioration that may be present within the pipes or manholes and visual review of the operational performance of the system. The condition assessment performed followed the standardized National Association of Sanitary Sewer Companies (NASSCO) Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program (MACP) coding and grading procedures to identify areas of deteriorated condition.

The assessment found that 25% of the Town's sewer infrastructure was in need of rehabilitation. As a result of the condition assessment the Town has implemented a 5-year rehabilitation program to address these necessary WWCS improvements.

Methods of Rehabilitation

It was the desire of the Town to prudently control repair costs, enhance longevity of their system, and minimize disturbances to its residents. There are several methods available to repair sanitary sewer pipe and access manholes. The Town, with the guidance of their Engineer, opted to utilize trenchless repair methods that install a new pipe into the interior of the existing pipe that is capable of structurally withstanding surface traffic loading present and possess a 100-year design life. The Town chose a combination of Cured-In-Place-Pipe (CIPP) liner installation for trenchless pipe repairs, open cut point repair of localized defects, and repair of concrete access manholes back to original dimensions and installation of a corrosive resistant coating to all interior surfaces.

5-year WWCS Rehabilitation Program

As a result of the condition assessment, the Town implemented a 5-year rehabilitation program to expeditiously and prudently address these necessary WWCS improvements.

Urgent Repair

The condition assessment identified components of the system that required urgent repair to address the potential for sanitary sewer overflows that would create public safety concerns. Seven (7) sanitary sewer pipe segments were identified for immediate repair due to broken or collapsed pipe sections and root ball masses that have grown from adjacent tree roots into the interior of the pipe through broken pipe areas that obstruct the normal sanitary sewer flow and eventually overflow the sanitary sewer in adjacent neighborhoods creating health and safety concerns. Repair of these sanitary sewer segments consisted of open cut excavation to repair broken or collapsed sections and mechanically cleaning to remove the root ball obstructions where trenchless methods could not be utilized. To protect the safety of its residents the Town's leaders opted to move quickly to address the urgent nature of these conditions and financed the repair of these seven (7) sanitary sewer pipe segments so that proper system operation and performance could be maintained.

FY 20-21

In Fiscal Year 2020 – 2021 the Town received Community Development Block Grant (CDBG) funding to complete year one (1) of the 5-year rehabilitation program which consisted of rehabilitating 2,185 linear feet of pipe and seven (7) access manholes. A competitive bid market allowed for additional sewer infrastructure assets identified for rehabilitation in years two (2) and three (3) of the 5-year rehabilitation program to be included which totaled an additional 2,353 linear feet of pipe and eight (8) access manholes. The rehabilitation methods utilized were installation of CIPP liner, open cut excavation point repair, and epoxy coating sewer access manholes.

FY 22-23

In Fiscal Year 2022-2023 the Town received CDBG funding to complete 5,053 linear feet of pipe and six (6) access manholes which consisted of sewer assets identified in years two (2), three (3), and four (4) of the 5-year rehabilitation program. Currently this project is in design with construction anticipated to begin May 2023.

EDI Grant

This Economic Development Initiative (EDI) grant project consists of rehabilitating eleven (11) sanitary sewer access manholes and 3,739 linear feet of sanitary sewer pipe utilizing installation of CIPP liner, 76 linear feet of sanitary sewer pipe using open cut excavation point repair, and access manhole frame and cover replacement. The project sewer infrastructure assets were identified for rehabilitation in years three (3), four (4), and five (5) of the 5-year rehabilitation program. This EDI grant project will complete the Town's 5-year WWCS Rehabilitation Program.



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

PROFESSIONAL OPINION OF PROBABLE CONSTRUCTION COST TOWN OF GUADALUPE

4/4/2023

Project: HUD-EDI Funding Request Wastewater Collection System Rehabilitation - 2023

Owner: The Town of Guadalupe Prepared by: AF and JVG

PIPE REHABIITATION:

Item Description	Unit (LF)	Unit Price (\$/LF)	Total
1. Open Cut Point Repair 6 Pipe Segments	76	\$5,000	\$ 380,000
2. CIPP line 14 Pipe Segments	3739	\$ 80	<u>\$ 299,120</u>
PIPE REHABILITATION SUB-TOTAL			\$ 679,120

MANHOLE REHABILITATION:

Item Description	Unit (EA)	Unit Price (\$/EA)	Total
3. Remove & Replace Frame & Cover	11	\$5,000	\$ 55,000
MANHOLE REHABILITATION SUB-TOTAL			\$ 55,000

ENGINEERING SERVICE

Item Description

4. Engineering Design Services (Lump Sum) \$ 78,400

CONSTRUCTION MANAGEMENT:

Item Description

5. Construction Administration & Inspection Services (Lump Sum) \$ 60,000

TOTAL PROJECT COST \$ 872,520

The work herein includes, but is not limited to: Mobilization/Demobilization, by-pass pumping operations, pre and
post construction CCTV, CIPP liner installation, remove and replace sanitary sewer pipe, clean & epoxy coat
manholes, and traffic control.

In providing an opinion of probable construction cost the Client is aware that Dibble has utilized dollar amounts based on recent bid tabulations, but the company has no control over the actual costs or the price changes of labor, equipment or materials. Dibble makes no warranty, expressed or implied, in relation to pricing accuracy when an opinion is compared to actual construction cost.

p 602.957.1155 7878 North 16th Street, Suite 300

dibblecorp.com

f 602.957.2838 Phoenix, AZ 85020

C2023-08

April 4, 2023

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

Attn: Jeff Kulaga, Town Manager / Clerk

RE: **ADEQ Small MS4 Program Management** Scope of Work and Fee Proposal

Dear Mr. Kulaga:

Thank you for the opportunity to work with the Town on the ADEQ Small MS4 Program Management project. Please find enclosed herewith the scope of work and fee proposal based on our understanding from scoping discussions with the Town.

The scope of this project includes reviewing the current stormwater management program, developing the appropriate program elements to maintain permit compliance and provide annual MS4 permit program management services for the Town of Guadalupe. The elements and tasks of this project are described in detail within the attached Scope of Work. Dibble will complete the services described herein for a **lump sum fee** as summarized below:

Total Contract Amount\$	38,355.00
Annual MS4 Program Management\$	19,646.00
MS4 Program Audit Compliance\$	16,659.00
MS4 Program Review\$	2,050.00

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

Regards,

Sr. Project Manager

Dibble

Andrew J. Spear, P.E.

Vice President

Dibble

Enclosures





Town of Guadalupe

<u>Arizona Department of Environmental Quality (ADEQ) Small Municipal Separate Storm</u> <u>Sewer System (MS4) Program Management</u>

SCOPE OF WORK

April 4, 2023

Project Description

The Town of Guadalupe (Town) is an Arizona Department of Environmental Quality (ADEQ) Small Municipal Separate Strom Sewer System (MS4) permittee covered by the ADEQ Arizona Pollutant Discharge Elimination System (AZPDES) General Permit for Stormwater Discharges from Small MS4s to Protected Surface Waters. This general permit authorizes stormwater discharges of pollutants from small MS4s in Arizona to Protected Surface Waters consistent with the terms and conditions of the general permit.

Coverage under the general permit is valid during the five-year term of the permit and requires that the Town develop and maintain a stormwater management plan. As a permittee, the Town is required to follow six minimum control measures that must be built into their program including:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination (IDDE) Program
- Construction Site Stormwater Runoff Control
- Post-Construction Stormwater Management
- Pollution Prevention and Good Housekeeping

On June 9, 2021, the ADEQ Surface Water Protection Inspections and Compliance Enforcement Unit conducted an AZPDES 2016 Phase II MS4 Permit Audit on the Town of Guadalupe to evaluate overall stormwater management program implementation and identify problems the Town may have in implementing the program. The MS4 Audit involved an on-site visit and a comprehensive review of the MS4 stormwater management program including legal authority, procedures, implementation of procedures, and adequate resources, where applicable, for the following program elements:

- structural and source control measures,
- detection and removal of illicit discharges and improper disposal of storm sewers,
- · monitoring and controlling pollutants in stormwater discharges,
- implementing and maintaining structural and nonstructural best management practices (BMPs),
- implementation schedules and assignment of appropriate individuals,
- the inspection and enforcement program for covered industrial facilities and construction sites, and
- the dry weather screening program.

Upon completion of the Phase II MS4 Audit, ADEQ noted potential deficiencies with the implementation of the Town's stormwater management program and provided recommendations to ensure the Town stays in compliance with the terms and conditions of the general permit.

The Town is requesting Dibble's assistance in reviewing the current stormwater management program, developing the appropriate program elements to maintain permit compliance and provide annual MS4 permit program management services for the Town of Guadalupe as outlined in the ADEQ AZPDES 2021 General Permit for Stormwater Discharges from Small MS4s to Protected Surface Waters and the ADEQ Phase II MS4 Audit Report, dated June 9, 2021.



Billing and Compensation:

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

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

Scope of Services

TASK 1: MS4 PROGRAM REVIEW

Dibble will collect, inventory and conduct a comprehensive review of the Town's current MS4 stormwater management program procedures, documents, records and resources. Dibble will document the elements of the stormwater management program that are currently in compliance with the general permit requirements and establish a standard format for all Town MS4 program components.

TASK 2: MS4 PROGRAM AUDIT COMPLIANCE

Dibble will review the Phase II MS4 Audit Report, address the listed deficient permit citations and implement ADEQ's recommendations to maintain compliance with the general permit. The report highlights six areas of potential program deficiencies listed as subtasks below:

Task 2.1: Develop Enforcement Response Plan (ERP)

ADEQ listed the following citation where the Town is currently deficient regarding the General Permit Requirements in the Phase II MS4 Audit Report:

• Citation 3.3: Enforcement Response Plan (ERP) has NOT been developed or implemented.

Dibble will develop an ERP that is consistent with the terms and conditions outlined in Chapter 3.0: *Stormwater Program Enforcement* of the ADEQ AZPDES 2021 General Permit and assist the Town in implementing the plan throughout MS4 area to address and correct the deficient citation listed above.

Task 2.2: Develop Public Education Program

ADEQ listed the following citations where the Town is currently deficient regarding Minimum Control Measures (MCM) 6.4.1: Public Education and Outreach in the Phase II MS4 Audit Report:

- Citation 6.4.1: The permittee has NOT implemented an education program that includes educational goals based on stormwater issues of significance within the MS4 area.
- Citation 6.4.1.1: The permittee has NOT implemented the public education program by distributing educational material to the MS4 community.
- Citation 6.4.1.2: The program shall focus on messages for specific audiences as well
 as show progress toward the defined educational goals of the program. The permittee
 shall identify methods that it will use to evaluate the effectiveness of the educational
 messages and the overall education program.
- Citation 6.4.1.3: The permittee has NOT modified any ineffective messages or distribution techniques.



Dibble will develop a Public Education Program that is consistent with the terms and conditions outlined in Chapter 6.1: *Public Education and Outreach* of the ADEQ AZPDES 2021 General Permit and assist the Town in implementing the program that will focus on specific public and business target groups as well as address relevant MS4 topics. Dibble will address and correct all deficient citations listed above.

Task 2.3: Develop Public Participation Program

ADEQ listed the following citation where the Town is currently deficient regarding MCM 6.4.2: Public Involvement and Participation in the Phase II MS4 Audit Report:

• Citation 6.4.2.2: The permittee has NOT annually provided the public an opportunity to participate in the review and implementation of the SWMP.

Dibble will develop a Public Participation Program that is consistent with the terms and conditions outlined in Chapter 6.2: *Public Participation and Involvement* of the ADEQ AZPDES 2021 General Permit and assist the Town in implementing the program throughout the MS4 area. Dibble will address and correct the deficient citation listed above.

Task 2.4: Develop Illicit Discharge Detection and Elimination (IDDE) Program

ADEQ listed the following citations where the Town is currently deficient regarding MCM 6.4.3: Illicit Discharge Detection and Elimination (IDDE) Program in the Phase II MS4 Audit Report:

- Citation 6.4.3: A written IDDE program document has NOT been developed.
- Citation 6.4.1.5: The IDDE program does NOT have adequate enforcement procedures to prohibit, investigate, and eliminate illicit discharges.
- Citation 6.4.3.3: A written statement identifying staff and department responsibilities for eliminating illicit discharges has NOT been developed.
- Citation 6.4.3.4: Process and procedures have NOT been developed and implemented to prevent, identify, mitigate, and report illicit discharges.
- Citation 6.4.3.8: Written dry weather and stormwater discharge (wet weather) visual monitoring for MS4 outfalls have NOT been completed.
- Citation 6.4.3.8(b): Permittee is NOT conducting visual stormwater discharge monitoring.
- Citation 6.4.3.8(c): Permittee has NOT established a follow-up screening schedule for identified or suspected illicit discharges to ensure they do not recur.
- Citation 6.4.3.9: Indicators of IDDE program progress are NOT in place.
- Citation 6.4.3.10: Annual training of employees is NOT adequate or being performed.
- Citation 6.4.3.11: Written program has NOT been implemented to identify facilities and activities that discharge to the MS4 without an AZPDES/NPDES permit.

Dibble will develop an IDDE Program that is consistent with the terms and conditions outlined in Chapter 6.3: *Illicit Discharge Detection and Elimination Program* of the ADEQ AZPDES 2021 General Permit and assist the Town in implementing the program throughout the MS4 area. The program shall include storm sewer mapping, enforcement procedures, statement of IDDE program responsibilities, IDDE reporting, actions to eliminate illicit discharges, actions to eliminate non-stormwater discharges, visual monitoring procedures, indicators of IDDE program progress, staff training, and procedures to identify AZPDES non-filers. Dibble will address and correct all deficient citations listed above.



Task 2.5: Develop Construction Plan Review Procedures

ADEQ listed the following citations where the Town is currently deficient regarding MCM 6.4.4: Construction Activity Stormwater Runoff Control in the Phase II MS4 Audit Report:

- Citation 6.4.4.2(h): Written procedures for construction site plan review have NOT been developed or implemented.
- Citation 6.4.4.3: Staff responsible for construction site inspection and enforcement do NOT have adequate knowledge and skills (i.e. training) to implement the program.
- Citation 6.4.4.5: Tracking and/or recordkeeping for construction site inspections and enforcement has NOT been completed.

Dibble will develop a construction activity stormwater runoff control program consistent with the terms and conditions outlined in Chapter 6.4: *Construction Activity Stormwater Runoff Control* of the ADEQ AZPDES 2021 General Permit and assist the Town in implementing the program for all construction activities within the MS4 area. Dibble will address and correct all deficient citations listed above.

Task 2.6: Develop Employee Pollution Prevention Training

ADEQ listed the following citations where the Town is currently deficient regarding MCM 6.4.6: Pollution Prevention and Good Housekeeping for Municipal Operations in the Phase II MS4 Audit Report:

- Citation 6.4.6(b): Municipal facilities are NOT prioritized for inspections based on pollutant discharge risk.
- Citation 6.4.6(c)/(d): Inspection schedule for stormwater controls at municipal facilities has NOT been developed, implemented, or updated as appropriate.
- Citation 6.4.6(f): Employee training program that incorporates pollution prevention and good housekeeping practices has NOT been developed or implemented.

Dibble will develop an operations and maintenance program that is consistent with the terms and conditions outlined in Chapter 6.6: *Pollution Prevention and Good House Keeping for Municipal Operations* of the ADEQ AZPDES 2021 General Permit and assist the Town in implementing the program to all Town employees. The program shall focus on preventing or reducing pollutant runoff and protecting water quality from municipal facilities and activities in the MS4 area. Dibble will address and correct all deficient citations listed above.

TASK 3: ANNUAL MS4 PROGRAM MANAGEMENT

Dibble will provide annual program management services that will focus on MS4 program assessment, recordkeeping and reporting as outlined in Chapter 8 of the ADEQ AZPDES 2021 General Permit. The Town is required to annually self-evaluate its compliance with the terms and conditions of the permit. Dibble will review, update, maintain and assist with implementing each plan, program and report listed in the following sub-tasks to avoid non-compliance violations.

Task 3.1: Review and Manage Stormwater Management Program (SWMP)

Dibble will review, update, and manage the SWMP in accordance with the requirements outlined in the ADEQ AZPDES 2021 General Permit. Dibble will assist the Town with implementing the SWMP.



Task 3.2: Review and Manage Enforcement Response Plan (ERP)

Dibble will review, update, and manage the ERP in accordance with the requirements outlined in the ADEQ AZPDES 2021 General Permit. Dibble will assist the Town with implementing the ERP in the MS4 area.

Task 3.3: Review and Manage Public Education Program

Dibble will review, update, and manage the Public Education Program in accordance with the requirements outlined in the ADEQ AZPDES 2021 General Permit. Dibble will assist the Town with implementing the program in the MS4 area.

Task 3.4: Review and Management Public Participation Program

Dibble will review, update, and manage the Public Participation Program in accordance with the requirements outlined in the ADEQ AZPDES 2021 General Permit. Dibble will assist the Town with implementing the program in the MS4 area.

Task 3.5: Review and Manage Illicit Discharge Detection and Elimination (IDDE) Program

Dibble will review, update, and manage the IDDE in accordance with the requirements outlined in the ADEQ AZPDES 2021 General Permit. Dibble will assist the Town with implementing the IDDE.

Task 3.6: Review and Manage Construction Activity Control Plan

Dibble will review, update, and manage the construction activity control plan in accordance with the requirements outlined in the ADEQ AZPDES 2021 General Permit. Dibble will assist the Town with implementing the plan for all construction activities in the MS4 area.

Task 3.7: Review and Manage Post-Construction Stormwater Management Plan

Dibble will review, update, and manage the post-construction stormwater management plan in accordance with the requirements outlined in the ADEQ AZPDES 2021 General Permit. Dibble will assist the Town with implementing the plan for all post-construction activities in the MS4 area.

Task 3.8: Review and Manage Municipal Pollution Prevention Plan

Dibble will review, update, and manage the municipal pollution prevention plan in accordance with the requirements outlined in the ADEQ AZPDES 2021 General Permit. Dibble will assist the Town with implementing the plan for all Town facilities and activities in the MS4 area.

Task 3.9: Discharge Monitoring Reports (DMRs)

Dibble will assist the Town with preparing and maintaining DMRs in accordance with Chapter 7.2: Stormwater Characterization Monitoring Requirements of the ADEQ AZPDES 2021 General Permit. DMRs shall be reported at the intervals specified in the general permit and submitted through myDEQ. All stormwater monitoring records shall be retained with the SWMP.

Task 3.10: Annual Reports

Dibble will assist the Town with preparing and submitting the Annual Report each year of the permit term in accordance with Chapter 8.3: *Annual Report* and *Appendix A* of the ADEQ AZPDES 2021 General Permit. The reporting period is from July 1 through June 30 each year with the Annual Report due on or before September 30 for the current reporting period.



Clarifications/Exclusions

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

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

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

CONSULTANT:

Dibble & Associates Consulting Engineers, Inc. An Arizona corporation

By: Andrew J. Spear, P.E.

Vice President

TOWN OF GUADALUPE

An Arizona municipal corporation

By: _____ Date: ____

Jeff Kulaga

Town Manager / Clerk

Client: Town of Guadalupe Project: ADEQ MS4 Program Management



Dibble	Design Staff Hours and Fee By Task										
	Dibble Billing Rates (2019)	\$ 200.00	\$ 165.00	\$ 134.00	\$ 138.00	\$ 179.00		\$ 130.00			
	Task	Senior Project Manager	Project Engineer (PE)	Assistant Project Engineer (EIT)	Senior Technician	Registered Land Surveyor (RLS)	Survey Crew (2-Man, GPS/Robotic)	Construction Inspector	Total Staff Hours	То	tal Fee
1	MS4 Program Review	2	10						12	\$	2,050
									Subtotal	\$	2,050
	MS4 Program Audit Compliance										
2	· ·	2	-	44					23	Ś	2 201
2.1	Develop Enforcement Response Plan (ERP)	2	5	14				2		\$	3,361
2.2	Develop Public Education Program	1	9	10				1	21	\$	3,155
2.3	Develop Public Participation Program	1	6	13				1	21	\$	3,062
2.4	Develop Illicit Discharge Detection and Elimination (IDDE) Program	2	8	12				2	24	\$	3,588
2.5	Develop Construction Plan Review Procedures	2	3	6				1	12	\$	1,829
2.6	Develop Employee Pollution Prevention Training	1	4	6					11	\$	1,664
									Subtotal	\$	16,659
3	Annual MS4 Program Management										
3.1	Review & Manage SWMP	2	3						5	\$	895
3.2	Review & Manage ERP	4	2	6					12	\$	1,934
3.3	Review & Manage Public Education Program	4	3	8					15	\$	2,367
3.4	Review & Manage Public Participation Program	2	4	5					11	\$	1,730
3.5	Review & Manage IDDE Program	2	3	8				6	19	\$	2,747
3.6	Review & Manage Construction Activity Control Plan	2	2	6				5	15	\$	2,184
3.7	Review & Manage Post-Construction Stormwater Management Plan	1	4	5				8	18	\$	2,570
3.8	Review & Manage Municipal Pollution Prevention Plan	2	3	6				8	19	\$	2,739
3.9	Discharge Monitoring Reports (DMRs)		4					10	14	\$	1,960
3.10	Annual Reports							4	4	\$	520
									Subtotal	\$	19,646
	Total Hours	20	72	105		1		40	256		
		30	73					48	256		20.255
	Total Base Contract Fee (Lump Sum)	\$ 6,000	\$ 12,045	\$ 14,070	> -	\$ -	\$ -	\$ 6,240	1	>	38,355

Phase II Municipal Separate Storm Sewer System (MS4) Audit Report

Gener	al Information
MS4 Operator Name:	Permit Number: AZG2016-002
Town of Guadalupe	LTF Number: 78046
Street Address:	ADEQ Inspector(s):
9241 S Avenida Del Yaqui, Guadalupe, AZ 85283	Steven Saeed and Jonathan Paul
Representative Name:	Date(s) of Audit:
Vince Gibbons	June 9, 2021
Representative Title:	Inspection ID:
Principal Engineer	374674
Representative Phone:	Receiving Water(s):
(602) 957-1155	Highline Canal
Representative Email:	Impaired or OAW:
Vince.gibbons@dibblecorp.com	N/A

Audit Report Findings & Acknowledgement
☐ No deficiencies were noted during the audit. No ADEQ action will result from this audit.
☑ Potential deficiencies were noted during the audit. Additional correspondence may be forthcoming from ADEQ.
Surface Water Protection
Inspections & Compliance Enforcement Unit
Arizona Department of Environmental Quality
1110 W. Washington St., Phoenix, AZ 85007
Signature of MS4 Representative: 2mi All Date Signed: 7/4/2/
Printed Name of MS4 Representative: Vince Gibbons Title: Principal Engineer

PHOTOGRAPHS TAKEN DURING AUDIT ARE AVAILABLE ON REQUEST

	Audit Atten	dees
Name	Title	Division
Jennifer	Accounting supervisor/ assistant to the town manager	Town of Guadalupe
Vince Gibbons	Principal Engineer	Dibble Engineering
Jason Woodbury	Senior Inspector	Dibble Construction Management
Steven Saeed	Surface Water Inspector	ADEQ - WQD
Jonathan Paul	Surface Water Inspector	ADEQ - WQD

Comments, Recommendations & Potential Deficiencies

Enforcement Response Plan (ERP) should be developed and implemented.

MCM 6.4.1 Public Education and Outreach

The public should annually be provided an opportunity to participate in the review and implementation of the SWMP.

MCM 6.4.3 Illicit Discharge Detection & Elimination (IDDE) program

Written Procedures for construction site plan review should be developed and implemented.

Training for construction site inspectors.

Employee training in IDDE.

Employee training in good housekeeping.

Tracking/record keeping of construction site inspections.

Municipal facilities should be prioritized for inspections based on risk.

	General Permit Requirements	
Citation	Permit Requirement	Y/N/NA
3.2(h)	Up-to-date organizational chart with departments and key personnel positions	YES
SWMP Op Attachmer	erations/Responsibilities Organization Chart nt 3	
<mark>3.3</mark>	Enforcement Response Plan (ERP) has been developed and implemented.	NO
4.1	Storm sewer system mapping has been completed, including receiving waters and all outfalls.	YES
According outfalls.	to the 2019-2020 Annual Report, storm sewer system mapping is 100% complete, including a to	otal of 4
As-builts fo mapped.	or all systems available. Curbs, gutters, scuppers, are not mapped on the stormwater map. Outf	all are
	A Stormwater Management Program (SWMP) that meets the terms and conditions of the	YES

Table 1: Contents of the Stormwater Management Program (5.1 (a-i))

- ☑ (a) Listing of all receiving waters (classification, impairment(s), pollutant(s), applicable TMDLs and WLAs, number of outfalls)
- ☑ (b) Process and schedule for creating and maintaining an up-to-date map (storm sewer system, outfalls, receiving waters)
- ☐ (c) Listing of all discharges that cause or contribute to exceedances of an applicable surface water quality standard
- ☑ (d) Description of practices to achieve compliance with Part 6.1 and 6.2
- ☑ (e) Description of practices to achieve compliance with Parts 6.3 and 6.4 (For each: responsible personal, BMPs, goal(s))
- ☐ (f) Description of practices to achieve compliance with applicable TMDLs or waste load allocation (measurable goal(s))
- ☐ (g) Analytical monitoring program for impaired, not-attaining waters and OAWs (Include: Sampling and Analyses Plan)
- ☑ (h) Protocol for annual program evaluation (Part 8.1)
- ☑ (i) Identification of personnel (department, position, etc.) responsible for program implementation

Citation	Permit Requirement	Y/N/NA
8.1	The permittee had performed annual program evaluations.	YES
	Discharge Monitoring Reports (DMRs) were complete and submitted on or before the due	
8.3	date each year of Permit coverage.	YES
Discharge	Monitoring Report for the 2019-2020 Reporting Year was submitted on September 29, 2020.	
	,	
8.4	Annual Reports were complete and submitted on or before the due date each year of Permit coverage.	YES
Annual Re	port for the 2019-2020 Reporting Year was submitted on September 9, 2020.	

Citation	Permit Requirement	Y/N/N
<mark>6.4.1</mark>	The permittee has implemented an education program that includes educational goals	NO
	based on stormwater issues of significance within the MS4 area.	NO
<mark>6.4.1.1</mark>	The permittee has implemented the public education program by distributing educational	
	material to the MS4 community. The educational program shall define goals, express specific messages, define the targeted audience for each message, and identify	NO
	responsible parties for program implementation.	
Town is sm El Nino Christmas e	event. Handing out swag stuff from STORM	
<mark>6.4.1.2</mark>	The program shall focus on messages for specific audiences as well as show progress toward the defined educational goals of the program. The permittee shall identify methods that it will use to evaluate the effectiveness of the educational messages and the overall education program.	NO
6.4.1.3 6.4.1.3	toward the defined educational goals of the program. The permittee shall identify methods that it will use to evaluate the effectiveness of the educational messages and	NO

Citation	Permit Requirement	Y/N/NA
6.4.2	The permittee has provided opportunities to engage the public to participate in the review and implementation of the permittee's SWMP.	YES
Sent out flye	ers to residents. Community clean-up on 3 weekends	•
Work orders	s on paper	
6.4.2.1	All public involvement activities comply with state and local public notice requirements. The SWMP and all annual reports are available to the public.	YES
		I.
SWMP is ava	ailable online at: https://www.guadalupeaz.org/public-works/pages/storm-water-managemer	<u>t</u>
		<u>t</u>
	ailable online at: https://www.guadalupeaz.org/public-works/pages/storm-water-managemer orts are available to the public via records request.	<u>t</u>
Annual Repo	orts are available to the public via records request. The permittee has annually provided the public an opportunity to participate in the	t NO
Annual Repo	orts are available to the public via records request.	
	orts are available to the public via records request. The permittee has annually provided the public an opportunity to participate in the	
Annual Repo	orts are available to the public via records request. The permittee has annually provided the public an opportunity to participate in the	
Annual Repo	orts are available to the public via records request. The permittee has annually provided the public an opportunity to participate in the	
Annual Repo	The permittee has annually provided the public an opportunity to participate in the review and implementation of the SWMP.	
Annual Repo	orts are available to the public via records request. The permittee has annually provided the public an opportunity to participate in the	

Citation	Permit Requirement	Y/N/NA
<mark>5.4.3</mark>	A written IDDE program document has been developed.	NO
6.4.1.5	The IDDE program has adequate enforcement procedures to prohibit, investigate, and eliminate illicit discharges.	NO
<mark>6.4.3.3</mark>	A written statement identifying staff and department responsibilities for eliminating illicit discharges has been developed.	NO
6.4.3.3		NO
6.4.3.4	Process and procedures have been developed and implemented to prevent, identify,	
	discharges has been developed.	NO
	Process and procedures have been developed and implemented to prevent, identify,	
6.4.3.4	Process and procedures have been developed and implemented to prevent, identify,	
6.4.3.4 6.4.3.5	Process and procedures have been developed and implemented to prevent, identify, mitigate, and report illicit discharges.	NO
6.4.3.4	Process and procedures have been developed and implemented to prevent, identify, mitigate, and report illicit discharges.	NO

Citation	Permit Requirement	Y/N/NA
5.4.3.8 (a)	Permittee is conducting visual dry weather outfall monitoring.	YES
5.4.3.8 (b)	Permittee is conducting visual stormwater discharge monitoring.	NO
6.4.3.8 (c)	Permittee has established a follow-up screening schedule for identified or suspected illicit discharges to ensure they do not recur.	NO
5.4.3.9	Indicators of IDDE program progress are in place.	NO
5.4.3.10	Annual training of employees is adequate and being performed.	NO
No training o	during the past reporting year. Training scheduled for July.	

Citation	Permit Requirement	Y/N/NA
6.4.3.11	Written program has been implemented to identify facilities and activities that discharge to the MS4 without an AZPDES/NPDES permit.	NO

	MCM 6.4.4: Construction Activity Stormwater Runoff Control	
Citation	Permit Requirement	Y/N/NA
6.4.4	A Construction Activity Stormwater Runoff Control program has been developed, implemented, maintained and is being enforced.	YES
6.4.4.2(a)	An ordinance or other regulatory mechanism that requires the use of erosion and	YES
	sediment control practices has been adopted and implemented.	
6.4.4.2 (b)	An inventory of construction activities within the permit area has been developed.	YES
6.4.4.2 (c)-	Written procedures for site inspections as well as the authority to implement	VEC
(e)	enforcement actions based on inspection findings have been developed and implemented.	YES
6.4.4.2(f)	Requirements for construction site operators to select, install, and maintain appropriate	
6.4.4.2(f) (1-7)	Requirements for construction site operators to select, install, and maintain appropriate sediment and erosion control BMPs for construction activities.	YES

Citation	Permit Requirement	Y/N/NA
6.4.4.2(h)	Written procedures for construction site plan review have been developed and	NO
0.4.4.2(11)	implemented.	, ito
C 4 4 2	Staff responsible for construction site inspection and enforcement have adequate	NO.
<mark>6.4.4.3</mark>	knowledge and skills (i.e., training) to implement the program.	NO
		•
	An educational program for construction activity operators on erosion and sediment	
6.4.4.4	control best management has been developed and implemented.	YES
Required to	get a SWPPP officer. Review their plan and their paperwork.	
During a pre	r-con	
<mark>6.4.4.5</mark>	Tracking and/or recordkeeping for construction site inspections and enforcement.	NO
		<u>.</u>

	Permit Requirement	Y/N/NA
6.4.5	A program has been developed, implemented, and enforced to address post-construction stormwater runoff from new development and redevelopment projects that disturb one (1) or more acres of land (or less than one (1) acre if part of a common plan of development) that discharge into the permittee's MS4.	YES
6.4.5.1	The new development/redevelopment program shall include an ordinance or regulatory mechanism to address runoff from new development and redevelopment projects.	YES
6.4.5.2	The permittee designed, implemented, and maintained a site plan review process to evaluate and approve post-construction stormwater controls.	YES
	hough determines whether the site will obtain a certificate of occupancy. Post-construction con luring the construction review process.	trols are
6.4.5.3	The permittee implemented and maintained an inventory system of all post-construction structural stormwater control measures installed and implemented at new development and redeveloped sites, including both public and private sector sites located within the permit area that discharge into the MS4. The inventory must be searchable by property location (either on paper or electronic) or other relevant criteria.	YES

Pollution prevention and good housekeeping program has been developed and is being implemented. 6.4.6(a) Inventory of all municipally-owned and operated facilities that may discharge pollutants has been developed and is being maintained. 6.4.6(b) Municipal facilities are prioritized for inspections based on pollutant discharge risk.	YES
has been developed and is being maintained.	YES
Municipal facilities are prioritized for inspections based on pollutant discharge risk	
Municipal facilities are prioritized for inspections based on pollutant discharge risk	
6.4.6(b) Municipal facilities are prioritized for inspections based on pollutant discharge risk	
6.4.6(h) Municipal facilities are prioritized for inspections based on pollutant discharge risk	
or noto,	NO
6.4.6(c) and Inspection schedule for stormwater controls at municipal facilities has been developed, implemented, and updated as appropriate.	NO
mipemented, and aparted as appropriate.	
Stormwater controls have been developed, implemented and maintained at municipally-	YES

Citation	Permit Requirement	Y/N/NA
6.4.6(f)	Employee training program that incorporates pollution prevention and good housekeeping practices has been developed and is being implemented.	NO
	Maintenance activities, schedules, and long-term inspection procedures for structural and	
6.4.6(g)	non-structural stormwater controls to reduce floatables, trash, and other pollutants discharged from the MS4 have been developed and are being implemented.	YES

Citation	Permit Requirement	Y/N/NA
7.0	Analytical monitoring is being conducted in accordance to approved test methods.	N/A
	Permittee has identified in the SWMP discharges to an impaired water, OAW or	
7.1 (b)	remittee has identified in the Svvivii discharges to an impaired water, Grive of	N/A

Construction Site No. 1	
Name: Frank Elementary School	Type: Schools
Acres: n/a	CGP Authorization No.: AZCN70753
Most Recent MS4 Inspection: n/a	Effective Erosion / Sediment Controls Implemented: Retention areas

Comments & Potential Deficiencies:

Town of Guadalupe is approximately 0.8 square mile in size. At the time of the audit, there were no construction activities that fit the mold of what ADEQ was looking for. This construction site has been completed for some time and the operator terminated AZPDES Construction General Permit coverage on October 23, 2019. At this site, we were observing the post-construction stormwater controls and design. The fields at the school have scuppers around their perimeter to take on stormwater runoff from the adjacent streets. There are multiple areas of retention around the school grounds. A dry well was also observed.

Construction Site No. 2	
Name:	Туре:
Our Lady of Guadalupe Catholic Church	Private
Acres:	CGP Authorization No.:
Less than 1	n/a
Most Recent MS4 Inspection: n/a	Effective Erosion / Sediment Controls Implemented:

Comments & Potential Deficiencies:

Town of Guadalupe is approximately 0.8 square mile in size. At the time of the audit, there were no construction activities that fit the mold of what ADEQ was looking for. Designated area for concrete washout. Stockpile maintained away from entrance/exit.

Municipal Facility No. 1	
Name:	Туре:
Park	Park
Pollution Prevention Plan:	Stormwater Controls Implemented:
n/a	Trash cans, pet waste stations, retention basin
Most Recent MS4 Inspection:	Employee Training:
Comments & Potential Deficiencies: Park observed to be clean. Observed debris and litter at Pet waste stations are available to the public.	outlets to onsite basin. Trash cans are available to the public.

Municipal Facility No. 2	
Name: Town of Guadalupe Yard	Type: Public Works Yard
Pollution Prevention Plan: n/a	Stormwater Controls Implemented:
Most Recent MS4 Inspection:	Employee Training:
	,

Comments & Potential Deficiencies:

Maintenance occurs under cover. Equipment and material storage are separated.

South Basin	Residential
Receiving Water:	Most Recent MS4 Inspection:
Highline Canal	
Comments & Potential Deficiencies:	
Town of Guadalupe's "outfalls" are outlets at retention I	pasins. If stormwater did somehow manage to fill the basin ighline Canal. Some of the outlets had vegetation overgrowth
Outfall / Screening Location No. 2	
Name:	Туре:
	Type: Residential
Name:	
Name: Central Basin Receiving Water: Highline Canal Comments & Potential Deficiencies: Town of Guadalupe's "outfalls" are outlets at retention I	Residential

Type:

Outfall / Screening Location No. 1

Name:



Sierra Signs and Service, Inc.

1745 N. Greenfield Rd Mesa, AZ 85205 Ph: (480) 835-0168

Email: info@sierrasignsaz.com Web: http://www.SierraSignsAz.com C2023-09

Invoice #! 42472 Customer #: 8743

Order Created:

Page 1 of 2

Order Date:		Account No.: 8743	
Billed To: Contact: Address:	Town of Guadalupe, Arizona Sam Amaya 9241 S. Avenida Del Yaqui Guadalupe,AZ 85283	Created Date: Salesperson: Email: Phone:	House Account info@sierrasignsaz.com N/A
Office Phone: Cell Phone:	samaya@guadalupeaz.org (480) 730-3080 (480) 505-5369		_

Description: Park Rule Signs (7' high)

			Quantity	Unit Price	Subtotal
1	Product: Fabi	ricate Rule Sign -No Install	12.00	\$1,385.00	\$16,620.00
•	Description:	Fabricate Rule Sign - Painte	ed Aluminum Posts		
			ble sided aluminum posts and panel ls (1-1'-4" h x 2'-7.5" w & 1- 4'-6" h x 2 o (2) 3"x3" aluminum posts.	2'-7.5" w) mounted with	
		Matthews forest green for the	ne top sign and rich brown for bottom	panel	
	• Quantity: 1	2			
	• Side(s): Do	uble Sided			
	Product Co	ode: Fabricate Rule Sign -No Insta	all		
		in Width: 29 in			
	• Text: 3 - Bie				
	3 - Stottlemyr 2 - North Basi				
	2 - North Basi				
	2 - La Lomita				
2	Product:		12.00	\$225.00	\$2,700.00
_	Description:	Acrylic for (2) Sides of Park	Rules Signs (top and bottom panels)		_
	• Quantity: 1	2			
	• Side(s): Do				
	• Product Co	ode: PLEX.			
	• Height : 84 i	in Width: 31.5 in			
		d Color: Clear			
	Add-on's To				
	Back Groun	d Color Clear			
3	Product: INS	TALLATION	12.00	\$200.00	\$2,400.00
J	Description:	Installation of Park Rule Sig	ns		
	i -	•			
	• Quantity: 1	2			

• Height: 1 in Width: 1 in

• Product Code: INSTALLATION.



Sierra Signs and Service, Inc.

1745 N. Greenfield Rd Mesa, AZ 85205 Ph: (480) 835-0168

Email: info@sierrasignsaz.com Web: http://www.SierraSignsAz.com Invoice #9 42472

Customer #: 8743

Order Created:

Page 2 of 2

Pay Online

 Order Subtotal:
 \$21,720.00

 Total Taxes:
 \$1,603.56

Total: \$23,323.56

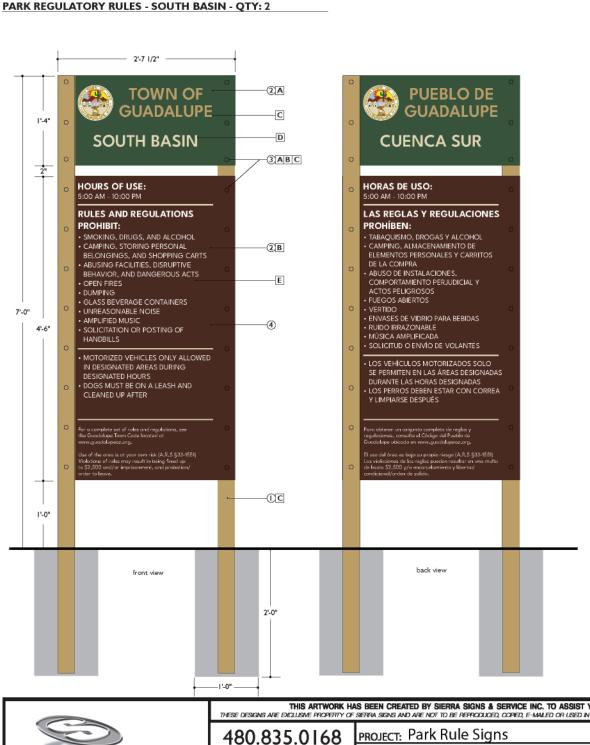
Order Balance: \$23,323.56

Payment Terms: Payment due upon completion of order. Please note a 3% Processing Fee will be added to all credit card transactions.

If paying by credit card: (Cardholder's Signature). I agree to pay the above total amount according to the card issuer agreement.

Date

Print Date: 4/3/2023 Tax ID:

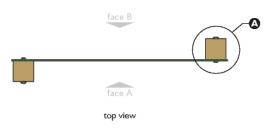


notes

- 1. Sign Posts 3"x3" square extruded aluminum tubing. Sign posts painted Pantone 465C with Matthews Paint. Sign panels to be mounted to off set posts per detail drawing. Posts to be installed in concrete footing (24" deep x 12" dia)
- 2. Sign Panels .080" aluminum sign panels with direct printed graphics and an applied smooth textured satin Matthews UV clear coat. Panels to be secured to the sign posts with vandal resistant hardware.
- 3. Fasteners Panels will be secured to sign posts using 3/8"-16 dia. carriage bolts with 3/8"-16 dia. tri-groove tamper resistant nuts, both zinc plated case hardened steel.

The bolts will be cut to length with no more than three (3) exposed threads and free of any sharp edges. No washers are required. Bolts and nuts will be painted to match the color of the sign panel in which they are fastened to.

4. Protective Cover - A thin (3/32"), clear polycarbonate protective covering will be secured to both faces of the sign.



Paint: MP 10455 - Forest Green

Paint: MP 10217 - Rich Brown

Pantone: 465C

Pantone: 468C

White



THIS ARTWORK HAS BEEN CREATED BY SIERRA SIGNS & SERVICE INC. TO ASSIST YOU IN VISUALIZING OUR PROPOSAL THESE DESIGNS ARE EXCLUSIVE PROPERTY OF SIERBA SIGNS AND ARE NOT TO BE REPRODUCED, COPIED, E-MAILED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF SERRA SIGNS

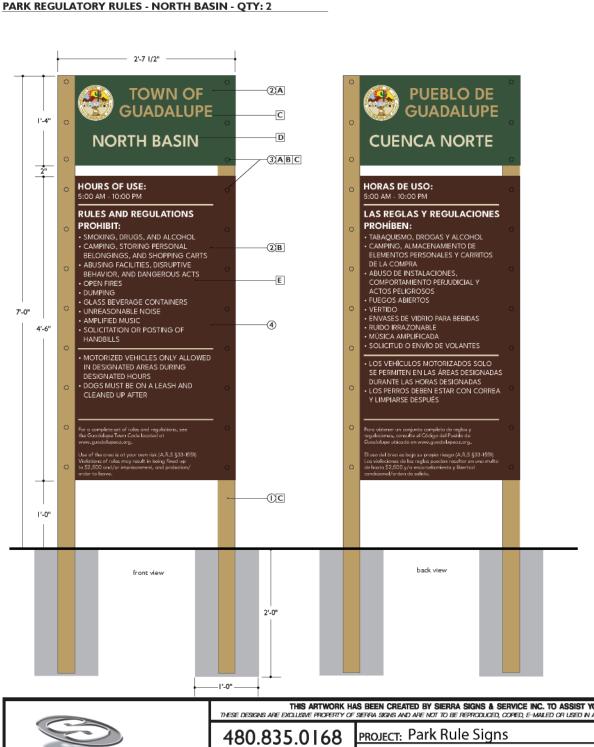
SierraSignsAz.com 1745 N. Greenfield Rd.

Mesa, AZ 85205

	PROJECT: Park Rule Signs	PHONE: 480-644-4836	l
- 1	-		ł
	сцент: Town of Guadalupe	FAX:	ı
	ADDRESS: 9241 S. Avenida Del Yaqui, Guadalupe	FILE: 38467E	l
	APPROVED:	DATE: 3-27-23 rev: 4-5-23	l





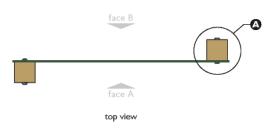


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Paint: MP 10217 - Rich Brown

Pantone: 465C

Pantone: 468C

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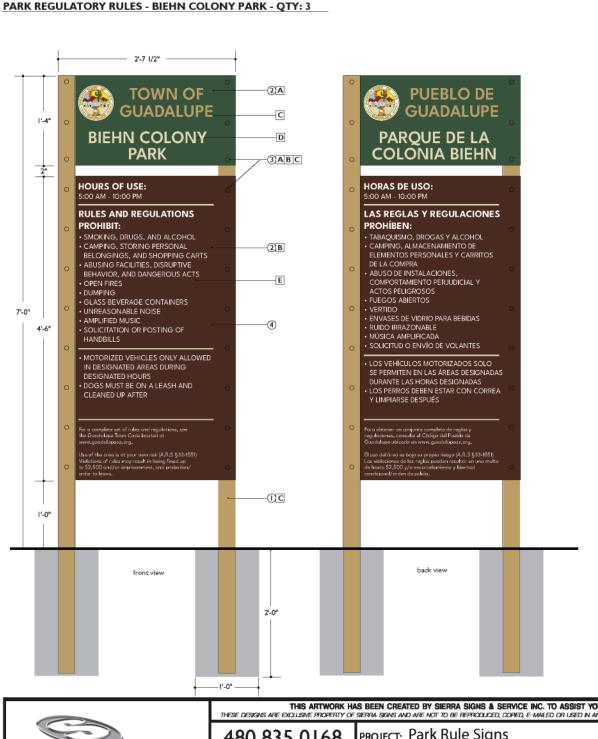
SierraSignsAz.com

1745 N. Greenfield Rd. Mesa, AZ 85205

PROJECT: Park Rule Signs	PHONE: 480-644-4836
CLIENT: Town of Guadalupe	FAX:
ADDRESS: 9241 S. Avenida Del Yaqui, Guadalupe	FILE: 38467E
APPROVED:	DATE: 3-27-23 rev: 4-5-23





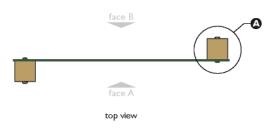


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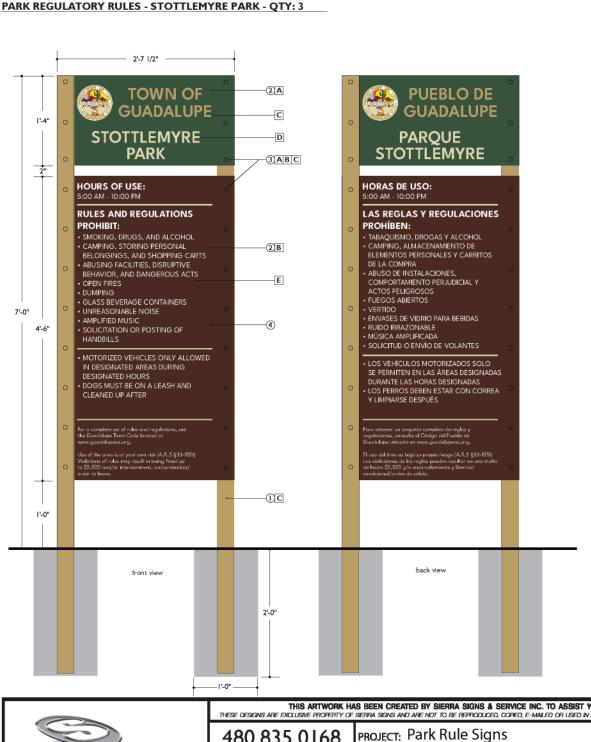
480.835.0168 SierraSignsAz.com

1745 N. Greenfield Rd. Mesa, AZ 85205

PROJECT: Park Rule Signs	PHONE: 480-644-4836
сыыт: Town of Guadalupe	FAX:
ADDRESS: 5700 E Calle Iglesia, Guadalupe	FILE: 38467E
APPROVED:	DATE: 3-27-23 rev: 4-5-23





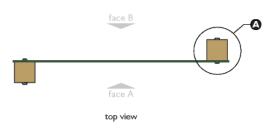


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480.835.0168

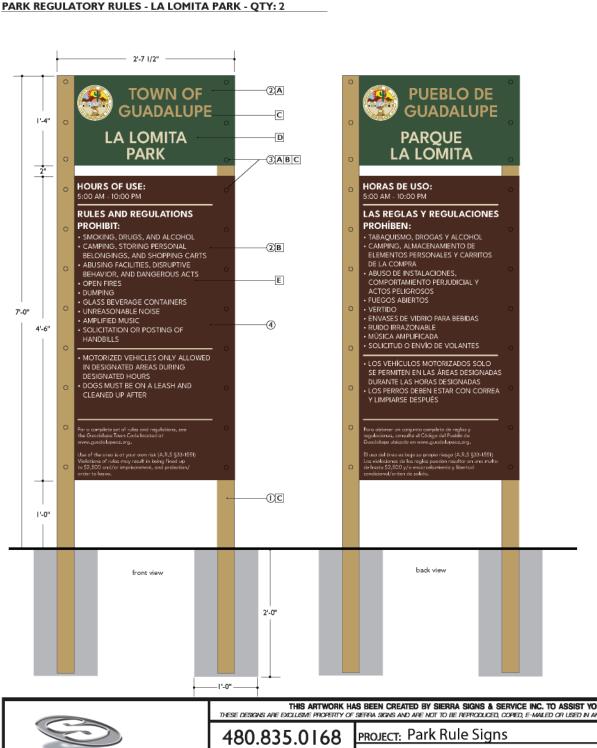
SierraSignsAz.com

1745 N. Greenfield Rd. Mesa, AZ 85205

PROJECT: Park Rule Signs	PHONE: 480-644-4836
сшент: Town of Guadalupe	FAX:
ADDRESS: 5424 E Calle Cerritos, Guadalupe	FILE: 38467E
APPROVED:	DATE: 3-27-23 rev: 4-5-23





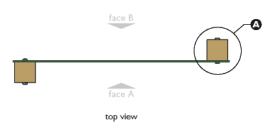


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SierraSignsAz.com

1745 N. Greenfield Rd. Mesa, AZ 85205

PROJECT: Park Rule Signs	PHONE: 480-644-4836
сыыт: Town of Guadalupe	FAX:
ADDRESS: 9241 S. Avenida Del Yaqui, Guadalupe	FILE: 38467E
APPROVED:	DATE: 3-27-23 rev: 4-5-23





TOWN OF GUADALUPE SOUTH BASIN

HOURS OF USE: 5:00AM-10:00PM



RULES AND REGULATIONS PROHIBIT:

- SMOKING, DRUGS, AND ALCOHOL
- CAMPING, STORING PERSONAL BELONGINGS, AND SHOPPING CARTS
- ABUSING FACILITIES, DISRUPTIVE BEHAVIOR, AND DANGEROUS ACTS
- OPEN FIRES
- DUMPING
- GLASS BEVERAGE CONTAINERS
- UNREASONABLE NOISE
- AMPLIFIED MUSIC
- SOLICITATION OR POSTING OF HANDBILLS
- MOTORIZED VEHICLES ONLY ALLOWED IN DESIGNATED AREAS DURING DESIGNATED HOURS
- DOGS MUST BE ON A LEASH AND CLEANED UP AFTER

Violations of rules may result in being fined up to \$2,500 and/or imprisonment, and probation/order to leave. For a complete set of rules and regulations, see the Guadalupe Town Code located at www.guadalupeaz.org.

Use of the area is at your own risk (A.R.S §33-1551).

PUEBLO DE GUADALUPE CUENCA SUR

HORAS DE USO: 5:00 AM-10:00 PM



LAS REGLAS Y REGULACIONES PROHÍBEN:

- TABAQUISMO, DROGAS Y ALCOHOL
- CAMPING, ALMACENAMIENTO DE ELEMENTOS PERSONALES Y CARRITOS DE LA COMPRA
- ABUSO DE INSTALACIONES, COMPORTAMIENTO PERJUDICIAL Y ACTOS PELIGROSOS
- FUEGOS ABIERTOS
- VERTIDO
- ENVASES DE VIDRIO PARA BEBIDAS
- RUIDO IRRAZONABLE
- MÚSICA AMPLIFICADA
- SOLICITUD O ENVÍO DE VOLANTES
- LOS VEHÍCULOS MOTORIZADOS SOLO SE PERMITEN EN LAS ÁREAS DESIGNADAS DURANTE LAS HORAS DESIGNADAS
- LOS PERROS DEBEN ESTAR CON CORREA Y LIMPIARSE DESPUÉS

Las violaciones de las reglas pueden resultar en una multa de hasta \$2,500 y/o encarcelamiento y libertad condicional/orden de Salida. Para obtener un conjunto completo de reglas y regulaciones, consulte el Código del Pueblo de Guadalupe ubicado en www.guadalupeaz.org. El uso del área es bajo su propio riesgo (A.R.S §33-1551).

TOWN OF GUADALUPE NORTH BASIN

HOURS OF USE: 5:00AM-10:00PM



RULES AND REGULATIONS PROHIBIT:

- SMOKING, DRUGS, AND ALCOHOL
- CAMPING, STORING PERSONAL BELONGINGS, AND SHOPPING CARTS
- ABUSING FACILITIES, DISRUPTIVE BEHAVIOR, AND DANGEROUS ACTS
- OPEN FIRES
- DUMPING
- GLASS BEVERAGE CONTAINERS
- UNREASONABLE NOISE
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PUEBLO DE GUADALUPE CUENCA NORTE

HORAS DE USO: 5:00AM-10:00PM



LAS REGLAS Y REGULACIONES PROHÍBEN:

- TABAQUISMO, DROGAS Y ALCOHOL
- CAMPING, ALMACENAMIENTO DE ELEMENTOS PERSONALES Y CARRITOS DE LA COMPRA
- ABUSO DE INSTALACIONES, COMPORTAMIENTO PERJUDICIAL Y ACTOS PELIGROSOS
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TOWN OF GUADALUPE BIEHN COLONY PARK

HOURS OF USE: 5:00AM-10:00PM



RULES AND REGULATIONS PROHIBIT:

- SMOKING, DRUGS, AND ALCOHOL
- CAMPING, STORING PERSONAL BELONGINGS, AND SHOPPING CARTS
- ABUSING FACILITIES, DISRUPTIVE BEHAVIOR, AND DANGEROUS ACTS
- OPEN FIRES
- DUMPING
- GLASS BEVERAGE CONTAINERS
- UNREASONABLE NOISE
- AMPLIFIED MUSIC
- SOLICITATION OR POSTING OF HANDBILLS
- MOTORIZED VEHICLES ONLY ALLOWED IN DESIGNATED AREAS DURING DESIGNATED HOURS
- DOGS MUST BE ON A LEASH AND CLEANED UP AFTER

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Use of the area is at your own risk (A.R.S §33-1551).

PUEBLO DE GUADALUPE PARQUE DE LA COLONIA BIEHN

HORAS DE USO: 5:00AM-10:00PM



LAS REGLAS Y REGULACIONES PROHÍBEN:

- TABAQUISMO, DROGAS Y ALCOHOL
- CAMPING, ALMACENAMIENTO DE ELEMENTOS PERSONALES Y CARRITOS DE LA COMPRA
- ABUSO DE INSTALACIONES, COMPORTAMIENTO PERJUDICIAL Y ACTOS PELIGROSOS
- FUEGOS ABIERTOS
- VERTIDO
- ENVASES DE VIDRIO PARA BEBIDAS
- RUIDO IRRAZONABLE
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- SOLICITUD O ENVÍO DE VOLANTES
- LOS VEHÍCULOS MOTORIZADOS SOLO SE PERMITEN EN LAS ÁREAS DESIGNADAS DURANTE LAS HORAS DESIGNADAS
- LOS PERROS DEBEN ESTAR CON CORREA Y LIMPIARSE DESPUÉS

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TOWN OF GUADALUPE STOTTLEMYRE PARK

HOURS OF USE: 5:00AM-10:00PM



RULES AND REGULATIONS PROHIBIT:

- SMOKING, DRUGS, AND ALCOHOL
- CAMPING, STORING PERSONAL BELONGINGS, AND SHOPPING CARTS
- ABUSING FACILITIES, DISRUPTIVE BEHAVIOR, AND DANGEROUS ACTS
- OPEN FIRES
- DUMPING
- GLASS BEVERAGE CONTAINERS
- UNREASONABLE NOISE
- AMPLIFIED MUSIC
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- MOTORIZED VEHICLES ONLY ALLOWED IN DESIGNATED AREAS DURING DESIGNATED HOURS
- DOGS MUST BE ON A LEASH AND CLEANED UP AFTER

Violations of rules may result in being fined up to \$2,500 and/or imprisonment, and probation/order to leave. For a complete set of rules and regulations, see the Guadalupe Town Code located at www.guadalupeaz.org.

Use of the area is at your own risk (A.R.S §33-1551).

PUEBLO DE GUADALUPE PARQUE STOTTLEMYRE

HORAS DE USO: 5:00AM-10:00PM



LAS REGLAS Y REGULACIONES PROHÍBEN:

- TABAQUISMO, DROGAS Y ALCOHOL
- CAMPING, ALMACENAMIENTO DE ELEMENTOS PERSONALES Y CARRITOS DE LA COMPRA
- ABUSO DE INSTALACIONES, COMPORTAMIENTO PERJUDICIAL Y ACTOS PELIGROSOS
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TOWN OF GUADALUPE LA LOMITA

HOURS OF USE: 7:00AM-7:00PM



RULES AND REGULATIONS:

- LA LOMITA SHALL BE USED FOR REFLECTION, MEDITATION, PRAYER, SMALL RELIGIOUS CEREMONIES, AND OTHER SMALL GATHERINGS
- USE OF LA LOMITA MAY NOT LAST MORE THAN TWO HOURS ON ANY GIVEN DAY UNLESS A PERMIT HAS BEEN OBTAINED
- LA LOMITA IS FIRST COME FIRST SERVED UNLESS A PERMIT IS OBTAINED
- UNLESS A PERMIT IS OBTAINED, ACCESS SHALL NOT BE BLOCKED, OR PREVENTION OF SIMULTANEOUS USE
- NO SLEEPING, CAMPING, OR OVERNIGHT STAYS UNLESS A PERMIT IS OBTAINED
- NO SMOKING, DRUGS, AND ALCOHOL
- NO ABUSING FACILITIES, DISRUPTIVE BEHAVIOR, AND DANGEROUS ACTS
- MOTORIZED VEHICLES ONLY ALLOWED IN DESIGNATED AREAS DURING DESIGNATED HOURS
- DOGS MUST BE ON A LEASH AND CLEANED UP AFTER

A permit can be obtained through the Town Manager for special events and uses. Violations of rules may result in being fined up to \$2,500 and/or imprisonment, and probation/order to leave. For a complete set of rules and regulations, see the Guadalupe Town Code located at www.guadalupeaz.org.

Use of the area is at your own risk (A.R.S §33-1551).

PUEBLO DE GUADALUPE LA LOMITA

HORAS DE USO: 7:00AM-7:00PM



LAS REGLAS Y REGULACIONES PROHÍBEN:

- TABAQUISMO, DROGAS Y ALCOHOL
- CAMPING, ALMACENAMIENTO DE ELEMENTOS PERSONALES Y CARRITOS DE LA COMPRA
- ABUSO DE INSTALACIONES, COMPORTAMIENTO PERJUDICIAL Y ACTOS PELIGROSOS
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INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TEMPE AND THE TOWN OF GUADALUPE

This Intergovernmental Agreement ("**Agreement**"), is made and entered into this _____ day of ____, 2023 by and between the City of Tempe, a municipal corporation of the State of Arizona ("**Tempe**"), and the Town of Guadalupe, a municipal corporation of the State of Arizona ("**Guadalupe**"). Both Tempe and Guadalupe may be referred to individually as a "**Party**" and collectively, the "**Parties**."

RECITALS

- A. The Tempe City Council approved a partnership with ASU's Biodesign Center for Environmental Health Engineering to monitor opioids and other substances in wastewater beginning in May 2018. As part of this partnership, wastewater samples have been and are being collected from locations across Tempe, and ASU analyzes the samples and provides Tempe with opioid-related and non-opioid data for Tempe's use and publication.
- B. In 2020, as a result of the COVID-19 outbreak, ASU developed a protocol to analyze the wastewater for the presence and concentration of SARS-CoV-2, the virus known to cause the disease COVID-19. ASU analyzes wastewater samples collected from Tempe for the presence and concentration of SARS-CoV-2 ("COVID-19 Data").
- C. Tempe established public-facing dashboards and narratives related to public health biomarkers, including COVID-19 and Opioid data.
- D. The Centers for Disease Control and Prevention (CDC) obtains the COVID-19 Data so it may gauge the utility of wastewater analytics for assessing and monitoring community spread of SARS-CoV-2. Tempe assists the CDC by providing Tempe COVID-19 Data collected through wastewater to the Arizona Department of Health Services (ADHS) to align with the CDC's published National Wastewater Surveillance System (NWSS) guidelines.
- E. In 2020, Guadalupe approved Tempe to collect wastewater samples for SARS-CoV-2 analysis by ASU and for Tempe's use and publication.
 - NOW, THEREFORE, the Parties agree to undertake the duties and obligations set forth in this Agreement pursuant to the terms and conditions set forth herein.

AGREEMENT

- **1.** <u>Purpose</u>. The Purpose of this Agreement is to memorialize the Parties' understanding concerning the collective reporting and publication of wastewater biomarker targets by the City of Tempe. The Parties' purposes for entering into this Agreement are as follows:
 - 1.1 <u>Tempe Purpose</u>. To advance community health and wellness and to serve as a national model in the utility of sewage analysis, the City of Tempe utilizes sewage health data derived from wastewater analysis for informing public health decisions, city strategic policy and operational strategies.
 - 1.2 <u>Guadalupe Purpose</u>. The Town of Guadalupe utilizes health data derived from wastewater analysis and presented through City of Tempe's dashboard for informing their public health decisions and guiding Town policy and operational strategies.

- **2. Term**. The initial term of this Agreement shall commence on the date first set forth above ("Effective Date") and shall survive for three (3) years from the Effective Date, unless terminated earlier by any Party, as provided for in this Agreement. After the expiration of the initial term, this Agreement may be renewed for up to three (3) successive one-year terms (each, a Renewal Term) upon mutual written agreement by each Party.
 - 2.1. <u>Termination for Cause</u>. Any Party may terminate this Agreement, upon written notice to the other Parties: (a) if another Party commits a material breach of this Agreement, which breach is not cured within five (5) days after receipt of written notice of such breach; or (b) immediately if another Party hereto has a receiver appointed, or an assignee for the benefit of creditors or in the event of any insolvency or inability to pay debts as they become due, except as may be prohibited by applicable bankruptcy laws.
 - 2.2. <u>Termination without Cause</u>. Any Party to this Agreement may terminate this Agreement for any reason, without cause, by providing the other Parties hereto thirty (30) days written notice.
- **3.** Parties Obligations. In consideration for the other provisions of this Agreement, The Parties' Obligations for entering into this Agreement are as follows:
 - 3.1 <u>Tempe Obligations</u>. To provide, at its' sole direction, testing results to the CDC, ADHS and the Maricopa County of Public Health (MCPH). Tempe may publish testing results on public-facing dashboards. As wastewater biomarker targets evolve, Tempe reserves the sole right to utilize Guadalupe samples for testing and to select any research or commercial laboratory needed for processing and analyzing samples. Tempe will provide written notice to the Guadalupe Town Manager as new biomarker targets are identified for analysis or if there is a presence or detection of any new target.
 - 3.2 <u>Guadalupe Obligations</u>. Guadalupe may approve or deny the testing of new biomarker targets by providing a written response to Tempe within 14 calendar days from notice. Failure to provide written notice to Tempe will authorize the testing as permissible.
- **4. Responsibility for Costs.** Tempe will bear the expenses and costs it incurs in the performance of its' obligations under this Agreement.
- 5. Public Records Laws. Each of the Parties to this Agreement are subject to Arizona public records laws or federal public records laws. In the event that any Party receives a public records request, or is subject, pursuant to any applicable court order, administrative order, statute, regulation or other official order by any government or agency or department thereof, to disclose any wastewater biomarker target data, the Party receiving such request shall provide the other Parties with written notice of the request. The Party receiving such request will give the other Parties a reasonable opportunity to consent to the disclosure of records responsive to the request or seek a protective order or appropriate remedy to prevent said disclosure.
- **6. Open Data.** Tempe will publish testing results and other program data captured in accordance with Tempe's Open Data Policy.

7. General Provisions.

7.1. <u>Independent Contractor</u>. Each Party is an independent contractor or public entity and is independent of every other Party. This Agreement does not create a partnership, joint venture or

agency relationship of any kind between the Parties. This Agreement does not create any fiduciary or other obligation between the Parties. No Party hereto shall have any right, power or authority under this Agreement to act as a legal representative of any other Party, and no Party shall have any right or authority to bind or obligate any other or make any representation or warranty on behalf of any other. Under no circumstances shall any employees of one Party be deemed the employees of any other Party for any purpose. Each Party is responsible for the direction and compensation of its employees. Each Party acknowledges that the relationship of the parties hereunder is non-exclusive.

- 7.2. Merger and Integration. This Agreement is a complete and exclusive statement of the agreement between the Parties, which supersedes all prior or concurrent proposals and understandings in any language, whether oral or written, and all other communications, in any language, between the parties relating to the subject matter of this Agreement. The Parties recognize that upon execution, this Agreement will become a public document.
- 7.3. Force Majeure. No liability will result from the delay in performance or nonperformance caused by force majeure or circumstances beyond the reasonable control of the Party affected, except for any payment obligations hereunder, including, but not limited to, acts of God, fire, flood, substantial snowstorm, war, terrorism, embargo, any United States or foreign government regulation, direction or request, accident, strike or other labor dispute or labor trouble, or any failure or delay of any transportation, power or communications system or any other or similar cause beyond that party's reasonable control. The Party which is so prevented from performing will give prompt notice to the other Parties of the occurrence of such event of force majeure, the expected duration of such condition and the steps which it is taking to correct such condition. This Agreement may be terminated by any Party by written notice upon the occurrence of such event of force majeure which results in a delay of performance hereunder exceeding ten days.
- 7.4. <u>Assignment</u>. Neither Party will assign or transfer any interest in this Agreement without the prior written approval of the other Parties. Any attempted assignment in violation of this provision will be null and void. Subject to the foregoing, this Agreement will be binding upon the permitted successors and permitted assigns or other permitted transferees of the Parties.
- 7.5. Severability. If any provision of this Agreement will for any reason be found invalid, illegal, unenforceable, or in conflict with any valid controlling law: (a) such provision will be separated from this Agreement; (b) such invalidity, illegality, unenforceability, or conflict will not affect any other provision hereof; and (c) to the maximum extent permitted by law, this Agreement will be interpreted and construed as if such provision, to the extent it will have been held invalid, illegal, unenforceable, or in conflict, had never been contained herein.
- 7.6. <u>Waiver</u>. The waiver of a breach hereunder may be affected only by a writing signed by the waiving Party and will not constitute, or be held to be, a waiver of any other or subsequent breach or to affect in any way the effectiveness or enforceability of the provision in question.
- 7.7. <u>Modification</u>. Any modification or amendment of this Agreement will be effective only if made in writing and signed by the Parties.
- 7.8. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or will be construed to confer upon any person or entity, other than the Parties and their respective successors and assigns permitted by this Agreement, any right, remedy or claim under or by reason of this Agreement.
- 7.9. <u>Publications</u>. The Parties agree that the results of work performed jointly under this Agreement may be published and agree that the Parties and its employees, research partners, and students

engaged in work under this Agreement will be free to present at symposia or professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the work performed under this Agreement. The Parties also agree that each entity providing data to the CDC shall have the right to co-authorship for resultant publications by the CDC if they so desire. Upon written request by one of the Parties, copies of proposed CDC-issued manuscripts will be furnished to all Parties for review prior to publication. Data generated by research partners or Tempe or Guadalupe or data that is publicly available may be published by any Party without approval of the CDC.

8. State of Arizona Provisions.

- 8.1. Nondiscrimination. The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60- 300.S(a) and 60-741.S(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 8.2. <u>Conflict of Interest</u>. This Agreement is subject to cancellation pursuant to Arizona Revised Statutes § 38-511.
- 8.3. Failure of Legislature or Council to Appropriate. If performance under this Agreement by any Party depends on the appropriation of funds by a legislative body, and if that legislative body fails to appropriate the funds necessary for performance, then the affected Party may provide written notice of this to the other Parties and cancel this Agreement without further obligation. Appropriation is a legislative act and is beyond the control of the Party.
- 8.4. <u>Notices</u>. All notices and communications required or permitted under this Agreement will be in writing and will be given by personal delivery against receipt (including private courier service such as Federal Express), or certified United States Mail, return receipt requested. All notices and communications will be sent to the addresses set forth below or to such other address as the parties may specify in the same manner:

Emails

If to Tempe: Director

Strategic Management and Innovation Office

City of Tempe 31 E 5th St

Tempe, AZ 85281

If to Guadalupe: Town Manager

Town of Guadalupe 9241 S Avenida del Yaqui

Guadalupe, AZ 8528

Notices, if delivered, and if provided in the manner set forth above, will be deemed to have been given and received on the date of actual receipt or upon the date receipt was refused. Any notice

to be given by any party may be given by legal counsel for such party.

8.5. Governing Law and Venue. This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles, except with regard to the CDC, which is governed by Federal law. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.

PASSED AND AD	OPTED BY THE T	OWN COUNCIL OF THE TOWN OF GUADALUPE,
ARIZONA, this	day of	, 2023.
		Valerie Molina, Mayor
ATTEST:		
	C1 1	_
Jeff Kulaga, Town C	Clerk	
A DDD OVED A C.E.	IO FORM	
APPROVED AS T	O FORM:	
David E. Ledyard, 7	Γown Attorney	

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), dated this 10th day of June 2020, is between the City of Tempe, a municipal corporation of the State of Arizona ("Tempe"), the Arizona Board of Regents for and on behalf of Arizona State University ("ASU"), the Town of Guadalupe, a municipal corporation of the State of Arizona ("Guadalupe"), and the Centers for Disease Control and Prevention ("CDC"). Each of Tempe, ASU, Guadalupe and CDC may be referred to individually as a "Party" and collectively, the "Parties."

RECITALS

- A. The Tempe City Council approved a partnership with ASU's Biodesign Center for Environmental Health Engineering to monitor opioids and other substances in wastewater beginning in May 2018. As part of this partnership, wastewater samples have been and are being collected from locations across Tempe, and ASU analyzes the samples and provides Tempe with opioid-related and non-opioid data for Tempe's use and publication.
- B. In 2020, Guadalupe also approved the sampling and analysis of its wastewater by ASU and publication of its data by Tempe.
- C. As a result of the COVID-19 outbreak, ASU developed a protocol to analyze the wastewater for the presence and concentration of SARS-CoV-2, the virus strain known to cause the disease COVID-19. ASU is analyzing wastewater samples collected from Tempe and Guadalupe for the presence and concentration of SARS-CoV-2 ("COVID-19 Data").
- D. Tempe has established public-facing dashboards and narratives related to public health biomarkers, including COVID-19 Data.
- E. The CDC desires to obtain the COVID-19 Data so it may gauge the utility of wastewater analytics for assessing and monitoring community spread of SARS-CoV-2 and COVID-19 ("CDC's Purpose"). Tempe, ASU, and Guadalupe desire to assist with CDC's Purpose by providing the COVID-19 Data

NOW, THEREFORE, the Parties agree to undertake the duties and obligations set forth in this MOU pursuant to the terms and conditions set forth herein.

AGREEMENT

- 1. <u>Purpose</u>. The Purpose of this MOU is to memorialize the Parties' understanding concerning the sharing of the COVID-19 Data with the CDC.
- 2. **Term.** This MOU is non-exclusive and shall be effective on the date first set forth above ("Effective Date"), and shall survive for <u>one-year</u> from the Effective Date, unless terminated earlier by any Party, as provided for in this MOU.
 - 2.1. <u>Termination for Cause</u>. Any Party may terminate this MOU, upon written notice to the other Parties: (a) if another Party commits a material breach of this MOU, which breach is not cured within five (5) days after receipt of written notice of such breach; or (b) immediately if another Party hereto has a receiver appointed, or an assignee for the benefit of creditors or in the event of any insolvency or inability to pay debts as they become due,

- except as may be prohibited by applicable bankruptcy laws.
- 2.2. <u>Termination without Cause</u>. Any Party to this MOU may terminate this MOU for any reason, without cause, by providing the other Parties hereto thirty (30) days written notice.

3. Parties Obligations.

- 3.1. <u>ASU and Tempe Obligations</u>. In consideration for the other provisions of this MOU, ASU Tempe, and Guadalupe agree to provide COVID-19 Data that passes ASU's and Tempe's Quality Assurance and Quality Control standards to the CDC.
- 3.2. <u>CDC Obligations</u>. In consideration for the other provisions of this MOU, the CDC agrees to (1) utilize the COVID-19 Data solely for CDC's Purpose, and (2) identify ASU, Tempe and Guadalupe as co-authors on any products resulting from CDC's use of the COVID-19 Data unless any of the Parties declines to be identified.
- **4.** Responsibility for Costs. Each Party will bear the expenses and costs they incur in the performance of their obligations under this MOU.
- 5. Public Records Laws. Each of the Parties to this MOU are subject to Arizona public records laws or federal public records laws. In the event that any Party receives a public records request, or is subject, pursuant to any applicable court order, administrative order, statute, regulation or other official order by any government or agency or department thereof, to disclose any COVID-19 Data, the Party receiving such request shall provide the other Parties with written notice of the request. The Party receiving such request will give the other Parties a reasonable opportunity to consent to the disclosure of records responsive to the request or seek a protective order or appropriate remedy to prevent said disclosure.

6. General Provisions.

- 6.1. Independent Contractor. Each Party is an independent contractor and is independent of every other Party. This MOU does not create a partnership, joint venture or agency relationship of any kind between the Parties. This MOU does not create any fiduciary or other obligation between the Parties. No Party hereto shall have any right, power or authority under this MOU to act as a legal representative of any other Party, and no Party shall have any right or authority to bind or obligate any other or make any representation or warranty on behalf of any other. Under no circumstances shall any employees of one Party be deemed the employees of any other Party for any purpose. Each Party is responsible for the direction and compensation of its employees. Each Party acknowledges that the relationship of the parties hereunder is non-exclusive.
- 6.2. Merger and Integration. This MOU is a complete and exclusive statement of the agreement between the Parties, which supersedes all prior or concurrent proposals and understandings in any language, whether oral or written, and all other communications, in any language, between the parties relating to the subject matter of this MOU. The Parties recognize that upon execution, this MOU will become a public document.
- 6.3. Force Majeure. No liability will result from the delay in performance or nonperformance caused by force majeure or circumstances beyond the reasonable control of the Party affected, except for any payment obligations hereunder, including, but not limited to, acts of God, fire, flood, substantial snowstorm, war, terrorism, embargo, any United States or foreign government regulation, direction or request, accident, strike or other labor dispute or labor

trouble, or any failure or delay of any transportation, power or communications system or any other or similar cause beyond that party's reasonable control. The Party which is so prevented from performing will give prompt notice to the other Parties of the occurrence of such event of force majeure, the expected duration of such condition and the steps which it is taking to correct such condition. This MOU may be terminated by any Party by written notice upon the occurrence of such event of force majeure which results in a delay of performance hereunder exceeding ten days.

- 6.4. <u>Assignment</u>. Neither Party will assign or transfer any interest in this MOU without the prior written approval of the other Parties. Any attempted assignment in violation of this provision will be null and void. Subject to the foregoing, this MOU will be binding upon the permitted successors and permitted assigns or other permitted transferees of the Parties.
- 6.5. Severability. If any provision of this MOU will for any reason be found invalid, illegal, unenforceable, or in conflict with any valid controlling law: (a) such provision will be separated from this MOU; (b) such invalidity, illegality, unenforceability, or conflict will not affect any other provision hereof; and (c) to the maximum extent permitted by law, this MOU will be interpreted and construed as if such provision, to the extent it will have been held invalid, illegal, unenforceable, or in conflict, had never been contained herein.
- 6.6. <u>Waiver</u>. The waiver of a breach hereunder may be effected only by a writing signed by the waiving Party and will not constitute, or be held to be, a waiver of any other or subsequent breach or to affect in any way the effectiveness or enforceability of the provision in question.
- 6.7. <u>Modification</u>. Any modification or amendment of this MOU will be effective only if made in writing and signed by the Parties.
- 6.8. No Third-Party Beneficiaries. Nothing in this MOU, express or implied, is intended or will be construed to confer upon any person or entity, other than the Parties and their respective successors and assigns permitted by this MOU, any right, remedy or claim under or by reason of this MOU.
- 6.9. **Publications.** The Parties agree that the results of work performed under this Agreement must be publishable and agrees that the Parties and its employees and students engaged in work under this Agreement will be free to present at symposia or professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the work performed under this Agreement. The Parties also agree that each entity providing data to the CDC shall have the right to co-authorship for resultant publications if they so desire. Upon written request by one of the Parties, copies of proposed CDC-issued manuscripts will be furnished to all Parties for review prior to publication. In no event will the Parties delay publication for more than thirty (30) days from date of submittal of manuscript for to the other Parties review.

7. State of Arizona Provisions.

7.1. Nondiscrimination. The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.S(a) and 60-741.S(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these

regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- 7.2. <u>Conflict of Interest</u>. This MOU is subject to cancellation pursuant to Arizona Revised Statutes § 38-511.
- 7.3. Failure of Legislature or Council to Appropriate. If performance under this MOU by any Party depends on the appropriation of funds by a legislative body, and if that legislative body fails to appropriate the funds necessary for performance, then the affected Party may provide written notice of this to the other Parties and cancel this MOU without further obligation. Appropriation is a legislative act and is beyond the control of the Party.
- 7.4. <u>Notices</u>. All notices and communications required or permitted under this MOU will be in writing and will be given by personal delivery against receipt (including private courier service such as Federal Express), or certified United States Mail, return receipt requested. All notices and communications will be sent to the addresses set forth below or to such other address as the parties may specify in the same manner:

To Tempe:

Strategic Management and Diversity Office City of Tempe 31 E 5th St Tempe, AZ 85281

To ASU: 660 S Mill Avenue Suite 310 Tempe, AZ 85281

To Guadalupe:
Town Manager
Town of Gudalupe
9241 S Avenida del Yaqui
Guadalupe, AZ 85283

To CDC:

Centers for Disease Control and Prevention 1600 Clifton Road Atlanta, GA 30329

Notices, if delivered, and if provided in the manner set forth above, will be deemed to have been given and received on the date of actual receipt or upon the date receipt was refused. Any notice to be given by any party may be given by legal counsel for such party.

7.5. Governing Law and Venue. This MOU will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. Any proceeding arising out of or relating to this MOU will be conducted in Maricopa County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.

CITY OF TEMPE	TOWN OF GUADALUPE
By:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
ARIZONA STATE UNIVERSITY	CENTERS FOR DISEASE CONTROL AND PREVENTION
By:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

Town of Guadalupe TRIBAL GAMING REVENUE SHARING – SUPPORT LETTER REQUEST FORM



Each year, Tribes, Communities and Nations (entities) accept grant applications from Arizona cities, towns, counties, public schools and nonprofit organizations. Although each Tribal entity has a different application process and due date, all entities require support from a local government as outlined in the Tribal Gaming Compact. For the Town of Guadalupe, this means a letter of support from the Guadalupe Town Council. Nonprofit organizations applying for Tribal gaming revenue sharing may request letters of support from the Town of Guadalupe as outlined below.

CRITERIA:

- Organization must have a certified 501(c)(3) tax-exempt status from the Internal Revenue Service.
- Organization must meet the criteria for the specific grant for which they are applying.
- · Organization must demonstrate how the program will benefit the Guadalupe community.

DEADLINE:

Requests for letters of support must be received by the Town of Guadalupe no less than 30 days prior to the grant application submittal deadline. For example:

ENTITY	GRANT APPLICATION DEADLINE*	DEADLINE TO SUBMIT REQUEST FOR LETTER OF SUPPORT*	SELECT ENTITY
Ak-Chin Indian Community	July 9	June 9	
Fort McDowell Yavapai Nation	May 1	March 30	
Gila River Indian Community	April 2	March 3	
Pascua Yaqui Tribe	May 31 / Nov. 30	May 1 / Oct. 30	~
Tohono O'odham Nation	June 11	May 12	

^{*}Exact dates may vary by year.

Youth (ages 4-14), low-income

All requests will be considered by the Guadalupe Town Council. If approved, a letter of support will be provided at least seven days prior to the grant application deadline.

Please complete the information below and submit no less than 30 days prior to the grant application deadline. Submit via email

to: clerk@quadalupeaz.org.

Organization: TEMPE GUADALUPE LITTLE

Date: 03/31/2023

LEAGUE

Contact: Esteban Fuerte

Phone: (430)239-0470 Email: esty fernando eg. mail. com

Name of program for which the grant funds will be used: TEMPE GUADALUPE LITTLE LEAGUE

Briefly describe what the grant funds will be used for Help cover segistration costs, league

Fees, assist with team equipment, and improve the baseball field.

How will the program benefit the Guadalupe community? This program benefits players and

families within Guadalupe by keeping the youth active in baseball.

Also, the players learn team skills and the importance of being active.

What specific target audience(s) will benefit from the program (e.g., at-risk youth, elders, low-income)?

PASCUA YAQUI TRIBE



REVENUE SHARING APPLICATION

SECTION A – APPLICANT INFORMATION				
Date of Application:	3/31/2023	Name of Applicant:	Tempe Guadal	upe Little
	40	Gal.	League (Esteba	an Fuerte -
			League Preside	ent)
Work Number:	(480)768-2078	Cell Number:	(480)289-0470)/
			(602)799-1034	
Mailing Address:	5730 E Calle Sonor	a, Guadalupe, AZ 8528	3	
Email Address:	estyfernando@gma	il.com / tgl185283@gm	ail.com	
	SECTION B - PROGI	RAM FUNDING REQ	UEST	
Program or Project 1	Name: Tempe Guad	alupe Little League		
Project or Program T	ype: Governm	ent Non – Profit	Other:	
Non-profit status:	☐ In good standing	☐ Not in good stand	ling EIN No:	86-
		-10 M		0775460
Amount Requesting:	\$ 20,000	Total Project Cost:	\$ 20,000	
If approved for fundi	ng check should be addr	essed to: Tempe	Guadalupe Little	League
Please note the mailing address for the check: 5730 E. Calle Sonora, Guadalupe, AZ 85283				
Has your program received funding from PYT?				
Population Served by	y the Program/Project:	Town of Guadalupe /	Surrounding City	y of Tempe
	200	area		
Program Goals:	Assist families with regi	stration fees and equipn	nent, replace dan	naged and
	old equipment that is sha	ared with coaches for ea	ch team to impro	ove quality
of play for the kids, and improve baseball field for safer and appealing area				
_	of play.	4.57		
Results Measured:	Tracked through regis	stration paperwork, nun	nber of kids regis	stered for
baseball season, amount of equipment able to supply coaches for each				
	team			
Indicators of Success: Increased number of player registrations and community				
engagement				
Current Source of Funding Donations, league concessions, registration fees				
Approached other tri	bes for funding:	Yes No If so, w	hat Tribe?	

SECTION C – INDICATE TARGETED AREA (mark all that apply)			
Education	Public Safety	Transportation Health Care	
□ Recreation	Social Services	Economic Development	
Cultural, Historica	l and/or Environmental F	Protection and Restoration	
Other:			
SECTION D – RESIDING CITY INFORMATION			
Name of City Mayor:	Valerie Molina	City, Town or County: Town	
	SECTION E – APPI	LICANT CHECK LIST	
Required Supporting I	Documents to be Attache	d: Cover letter from senior elected official	
Supporting letter from governing body (city, town, county) Program detailed budget			

SPRING '23 BUDGET			
BUDGET ITEM		EST. COST	
Sp. 23' League Charter Fees (Per Approved Budget given by D13 1/25/22 - \$1,256 + \$2,150			
for 2 Jr's Teams)	\$	3,589.99	
Field Maintenance	\$	800.00	
Eqpmnt.	\$	1,000.00	
Concession Goods / Snacks to Sell	\$	800.00	
Ump. Fees (@ \$35 for behind plate / \$20 on field for 25 games EST.)	\$	1,375.00	
Opening Day Supplies / Parade	\$	600.00	
Beihn Park Rental	\$	600.00	
Batting Cage Allowance (Minors, Majors, Jrs) (\$1.25 = 1 Token 14 pitches)	\$	700.00	
Supplies for TGLL Shirts to Sell	\$	500.00	
End of Season Party / Celebration	\$	1,250.00	
All-Star Fees	\$	2,000.00	
All-Star Jerseys	\$	2,500.00	
Educational Sponsorship (Laptop / Gift Cards / Supplies)	\$	1,000.00	
Board Meeting Luncheon(s)	\$	250.00	
Numbers & Patches for Jerseys	\$	1,104.44	
AED	\$	500.00	
ACC Annual Report	\$	10.00	
Misc.	\$	500.00	
Est. Budgeted Expenses	\$	19,079.43	



Town of Guadalupe

Where three cultures flourish • Donde florecen tres culturas • Haksa vahi weyeme ho'ak

April 14, 2023

Pascua Yaqui Tribe Gaming Revenue Sharing Funds Program (GRSFP)
The Honorable Sergio Varela, Treasurer and Tribal Council Members Office of the Treasurer
Pascua Yaqui Tribe
7474 South Camino De Oeste
Tucson, AZ 85746

Dear Treasurer Varela and Tribal Council Members,

Thank you for the opportunity to lend our support to the AmTempe-Guadalupe Little League for their request of Pascua Yaqui Tribe Revenue Sharing Funds. The Tempe-Guadalupe Little League is seeking \$20,000 in revenue sharing funds. The Tempe-Guadalupe Little League is a nonprofit organization run by volunteers to provide an opportunity for the community's children to learn and play the game of baseball in a safe and friendly environment. If granted, funding would be used to purchase equipment, including helmets, baseballs, bats, equipment bags and uniforms, and player registration fees.

The Town of Guadalupe supports youth programs. The Tempe-Guadalupe Little League helps families by engaging the youth of the community with an organized sporting activity that teaches basics of baseball and responsibility and sportsmanship.

Thank you for considering this request.

Sincerely,

Valerie Molina Mayor



Town of Guadalupe

Where three cultures flourish • Donde florecen tres culturas • Haksa vahi weyeme ho'ak

April 14, 2023

The Honorable Sergio Varela, Treasurer and Tribal Council Members Office of the Council Treasurer Pascua Yaqui Tribe
7474 S. Camino De Oeste
Tucson, AZ 85746

Dear Treasurer Varela and Tribal Council Members,

On behalf of the Tempe-Guadalupe Little League, we are submitting this letter of support for their application for Pascua Yaqui Tribe Revenue Sharing Funds. They have applied for \$20,000 to fund the little league program in the Town. The Tempe-Guadalupe Little League teaches the basics of baseball to about 100 boys and girls aged 4 to 14. Along with baseball, the program focuses on also learning responsibility and sportsmanship in a safe and friendly environment.

The Town of Guadalupe administration is happy to support the Tempe-Guadalupe Little League's application for \$20,000 in Pascua Yaqui Tribe Revenue Sharing Funds. Should you have any questions or seek clarification, please contact me at jkulaga@guadalupeaz.org or by calling 480-505-5376.

Thank you for your consideration.

Respectfully,

Jeff Kulaga
Town Manager / Clerk

PASCUA YAQUI TRIBE



REVENUE SHARING APPLICATION

SECTION A – APPLICANT INFORMATION			
Date of Application:	04/5/2023	Name of Applicant:	American Legion Post
	40		124
Work Number:	602-615-1555	Cell Number:	602-615-1555
Mailing Address:	9201 S Avenida de	1 Yaqui Ste 3, Guadalup	e, AZ 85283
Email Address:	-guadalupepost124	@gmail.com	
SE	CTION B – PROG	RAM FUNDING REQ	UEST
Program or Project Nam	ie: Military Hor	ors Rifle Team	
Project or Program Type	: Governm	ent Non – Profit	Other:
Non-profit status:	∑ In good standing	Not in good stand	ling EIN No: 68-
	/	* · · /	0522454
Amount Requesting:	\$ 5225.00	Total Project Cost:	\$ 5225.00
If approved for funding of	heck should be addr	ressed to: Amercia	an Legion Post 124
Please note the mailing a	ddress for the check	: 9201 S Vendia del	Yaqui Ste 3, Guadalupe,
\		AZ 85283	
Has your program received funding from PYT?			
Population Served by the	Program/Project:	Veterans, their familie	s
Program Goals: To 1	provide a complete N	Military Honors funeral s	services to deceased
Vete	eran's familiy	uilli 🗸	
Results Measured: Follow up with bereaved family at later time			
Indicators of Success:	Positive followup	remarks	
Current Source of Funding fund raising by post			
Approached other tribes for funding: Yes No If so, what Tribe?			
SECTION C – INDICATE TARGETED AREA (mark all that apply)			
Education	Public Safety	Transportation	Health Care
☐ Recreation ☐ Social Services ☐ Economic Development			
Cultural, Historical and/or Environmental Protection and Restoration			
Other:			
SECTION D – RESIDING CITY INFORMATION			
Name of City Mayor:	Hon. Valerie Mol	lina City, Town o	or County: Guadalupe

SECTION E – APPLICA	NT CHECK L	IST
Required Supporting Documents to be Attached:	Cover lette	er from senior elected official
Supporting letter from governing body (city, town	n, county)	Program detailed budget



Conrado F. Bilducia American Legion Post 124 9201S. Avenida Del Yaqui #3 Guadalupe, Arizona 85283 April 5, 2023

To Whom It May Concern,

I am the Post Commander for American Legion Post 124 Guadalupe Veterans (Post). Our Post is active in providing assistance to our community veterans and their families. Military Honors is a crucial service we provided to bereaved families. In some instances, we have worked with MS Carmen Rivera, from the PYT Veterans Affairs Office to provide the needed burial services.

The one component of Military Honors Team we are missing is the Rifle Team. Whenever we perform Military Honors, we have to call other Post who has a Rifle Team. The problem being there are only four post who have Rifle Teams. So, when we call them for assistance, we are hoping that their Rifle Team is available. It would be advantageous if we (Post) could acquire the ceremonial rifles. The ceremonial rifles are loaned at no charge to qualified Posts so we are in process of requesting the seven rifles (M1A1). The Post has to secure storage, supplies, to maintain the rifles. The Rifle Team should be outfitted in military uniforms. The attached budget worksheet is what is needed to stand up a seven-man Rifle Team.

Our Post would like to provide a full-service Military Honors funeral to our community members without having to worry about finding a Rifle Team.

Thank you for your consideration.

Ralph A. Cota

Post 124 Commander

Guadalupe Post 124 Proposed Budget to Form 7 Person Rifle Team

Item	Price
Ceremonial Rifles	N/C
Gun Safe	\$1,800.00
MIA1 Straps	\$290.00
OCP HW coat	\$650.00
OCP HW pants	\$650.00
OCP Cap HW	\$160.00
Boots HW	\$850.00
assorted uniform patches	\$175.00
Gun safe dehumidifier	\$50.00
Rifle cleaning supplies	\$100.00
Materials to reinforce room	\$500.00
Total	\$5,225.00

Vendor

DOD

TSC

Amazon

US AAM /mil store

US AAM /mil store

US AAM /mil store

Mil store

VARIOUS

Various

VARIOUS

Home Depot



Town of Guadalupe

Where three cultures flourish . Donde florecen tres culturas . Haksa vahi weyeme ho'ak

April 14, 2023

Pascua Yaqui Tribe Gaming Revenue Sharing Funds Program (GRSFP)
The Honorable Sergio Varela, Treasurer and Tribal Council Members Office of the Treasurer
Pascua Yaqui Tribe
7474 South Camino De Oeste
Tucson, AZ 85746

Dear Treasurer Varela and Tribal Council Members,

Thank you for the opportunity to lend our support to the American Legion Post 124 Guadalupe Veterans for their request of Pascua Yaqui Tribe Revenue Sharing Funds. The American Legion Post 124 Guadalupe Veterans is seeking \$5,225.00 in revenue sharing funds. The American Legion Post 124 Guadalupe Veterans is a nonprofit organization honoring Veterans, offering resources, and continually supporting community events. If granted, funding would be used to purchase ceremonial rifles and uniforms.

The Town of Guadalupe supports Post 124, their services, and programs.

Thank you for considering this request.

Sincerely,

Valerie Molina Mayor



Town of Guadalupe

Where three cultures flourish . Donde florecen tres culturas . Haksa vahi weyeme ho'ak

April 14, 2023

The Honorable Sergio Varela, Treasurer and Tribal Council Members Office of the Council Treasurer Pascua Yaqui Tribe 7474 S. Camino De Oeste Tucson, AZ 85746

Dear Treasurer Varela and Tribal Council Members,

On behalf of the American Legion Post 124 Guadalupe Veterans, we are submitting this letter of support for their application for Pascua Yaqui Tribe Revenue Sharing Funds. They have applied for \$5,225.00 to fund the purchase of ceremonial rifles and uniforms.

The Town of Guadalupe administration is happy to support the American Legion Post 124 Guadalupe Veterans' application for \$5,225.00 in Pascua Yaqui Tribe Revenue Sharing Funds. Should you have any questions or seek clarification, please contact me at jkulaga@guadalupeaz.org or by calling 480-505-5376.

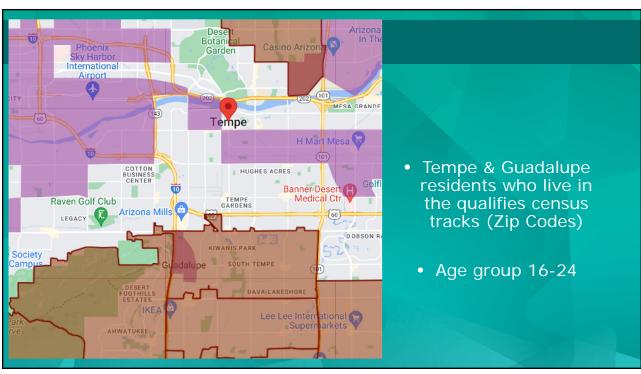
Thank you for your consideration.

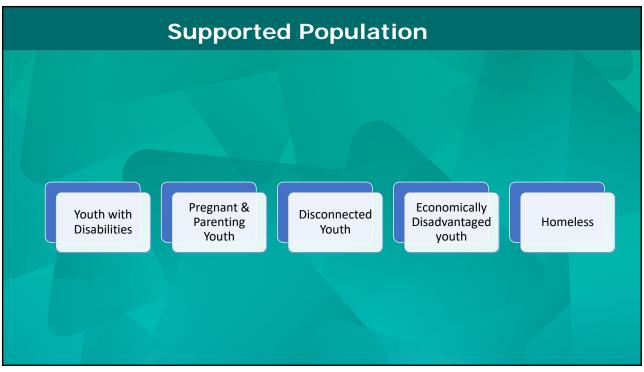
Respectfully,

Jeff Kulaga Town Manager / Clerk

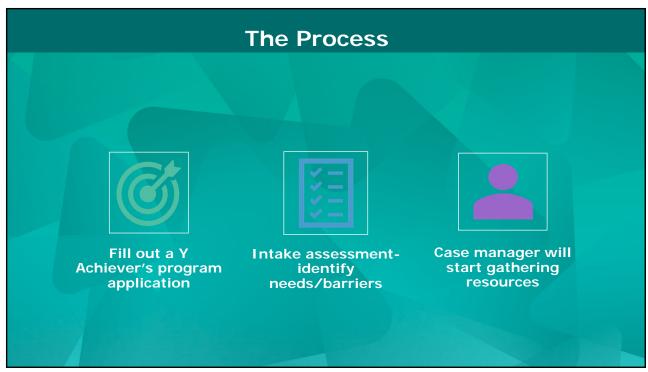












Workforce Opportunity

If interested in workforce opportunity- log onto to www.vosymca.org > click on careers> View All Job Opportunities> Type Y Achievers in the search bar> apply for job

Phone screening- details on Y Achievers. Confirm meets requirement, discuss rate and hours.

Interview practice- Guide interview, dos and don'ts.

Align job opportunity with their interest as much as possible

Healthy living, sports, early childhood learning, school age child learning, aquatics, memberships, teens



