

NOTICE OF REGULAR MEETING OF THE GUADALUPE TOWN COUNCIL

THURSDAY, JUNE 4, 2020

6:00 P.M.

GUADALUPE TOWN HALL

9241 SOUTH AVENIDA DEL YAQUI, MUSEUM ROOM

GUADALUPE, ARIZONA

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

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

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Town of Guadalupe Council and to the general public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, June 4, 2020, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. INVOCATION/PLEDGE OF ALLEGIANCE

D. APPROVAL OF MINUTES

1. Approval of the April 23, 2020, Town Council Regular Meeting minutes.
2. Approval of the May 7, 2020, Town Council Regular Meeting minutes.
3. Approval of the May 14, 2020, Town Council Regular Meeting minutes.

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

F. MAYOR and COUNCIL PRESENTATIONS: Graduation Day Proclamation

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. **TENTATIVE BUDGET ADOPTION:** Council will consider and may adopt the Fiscal Year (FY) 2020-21 Tentative Budget and set the time and date of 6:00 P.M., June 25, 2020, for the public hearing for final adoption of the Town of Guadalupe FY 2020-21 budget. The FY 2020-21 tentative budget totals \$9,294,200 which includes funding for a general fund budget of \$5,313,859; \$2,203,163 for enterprise and special funds; \$287,350 for debt service; and a \$1,489,828 grant fund. Council may provide direction to the Town Manager / Clerk.

2. **CHIEF FISCAL OFFICER DESIGNATION (RESOLUTION NO. R2020.19):** Council will consider and may take action to adopt a resolution designating the Town Manager/Clerk as the Chief Fiscal Officer. The Chief Fiscal Officer is responsible for officially submitting the Fiscal Year 2021 Expenditure Limitation Report to the Auditor General. Council may provide direction to the Town Manager / Clerk.



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3. **MARICOPA COUNTY LIBRARY DISTRICT INTERGOVERNMENTAL AGREEMENT (RESOLUTION NO. R2020.20):** Council will consider and may take action to adopt a resolution authorizing the Mayor, or designee, to enter into an Intergovernmental Agreement (IGA) (C2020-18) with the Maricopa County Library District to provide public library services, specialized programs. The expiration date of the IGA is June 30, 2025, unless terminated sooner. Adoption of the resolution authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this agreement. Council may provide direction to the Town Manager / Clerk.

4. **INTERGOVERNMENTAL AGREEMENT FOR SERVICES BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE TOWN OF GUADALUPE (RESOLUTION NO. R2020.21):** Council will consider and may take action to adopt a resolution authorizing the Mayor, or designee, to enter into an Intergovernmental Agreement (IGA) (C2020-19) with Maricopa County administered by its Human Services Department to provide \$26,216 in Community Development Block Grant funding to support the essential food distribution, Senior Meals programs and temporary COVID-19 quarantine accommodations. The term of the IGA is July 1, 2020 – July 1, 2021. Adoption of the resolution authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this agreement. Council may provide direction to the Town Manager / Clerk.

5. **COVID-19 ACTION UPDATE:** Mayor and Council will receive an update from Town staff regarding current steps taken to safe guard public health and safety in response to the Coronavirus and its impact to Town services. Council may provide direction to the Town Manager / Clerk. *(there is no material for this agenda item)*

H. TOWN MANAGERS' COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



PROCLAMATION

GUADALUPE GRADUATION SUNDAY

WHEREAS, the Town of Guadalupe recognizes the importance of education and;

WHEREAS, our residents pursuing their education today make up our workforce of tomorrow, which is essential for the long term success of our Guadalupe families and our community; and

WHEREAS, the Town of Guadalupe is committed to celebrating and recognizing the achievements of our graduating residents;

WHEREAS, in recognition of all Guadalupe graduates, the Town of Guadalupe names the first Sunday in June as Graduate Sunday; and,

NOW, THEREFORE, I, Valerie Molina, Mayor of the Town of Guadalupe, do hereby proclaim Sunday, June 7, 2020, as

GRADUATION SUNDAY IN THE TOWN OF GUADALUPE

and, urge all community members to recognize our graduates, their educational accomplishments, and successes.

IN WITNESS THEREOF, I have set my hand and cause the Seal of the Town of Guadalupe to be affixed this 4th day of June, 2020.

Valerie Molina, Mayor



May 29, 2020

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: June 4, 2020, Town Council Regular Meeting Information Report

The purpose of this report is to provide brief information regarding each of the meeting's agenda items.

Agenda Items:

D1. APRIL 23, 2020 TOWN COUNCIL REGULAR COUNCIL MEETING MINUTES (Pages 5-15)

D2. MAY 7, 2020, TOWN COUNCIL REGULAR MEETING MINUTES (Pages 16-17)

D2. MAY 14, 2020, TOWN COUNCIL REGULAR MEETING MINUTES (Pages 18-26)

G1. TENTATIVE BUDGET ADOPTION: The tentative Town of Guadalupe FY 2020/2021 (FY21) budget totaling \$9,294,200 is presented for Council consideration and is recommended for Council approval. Additionally, June 25, 2020, at 6:00 P.M. is recommended for the date and time of the public hearing for adoption of the final FY 2020/2021 budget. The proposed tentative budget is attached, and was presented at the May 14, 2020, Town Council meeting. The budget incorporates the detrimental economic impacts of COVID-19.

The detrimental economic impacts of COVID-19 directly reduces the revenue projections in the proposed tentative FY 21 budget. For FY 21, annual General Fund revenue projections are 20% less than FY 20 and Highway User Revenue Funds (HURF) are 26% less than FY 20. Because of revenue reductions related to COVID-19, the proposed tentative budget relies heavily on the General Fund cash reserves.

Barring any quick economic turnaround or relief/recovery grants, the impact of lost revenue due to COVID-19 will require thoughtful decisions about the delivery of future Town services. Expenditure reductions equating to eliminating Town departments and services would be required. Reliance of this level of reserves to balance an annual budget is far less than optimal and does not position the Town of Guadalupe in a fiscally sustainable position for the future.

The tentative Town of Guadalupe FY 21 budget totals \$9,294,200 which is a 23 % decrease of \$2,714,097 compared to the FY 20 budget of \$12,008,297. The overall budget of \$9,294,200 consists of the General Fund, Special Revenue Funds, and the Grant Fund. The General Fund supports daily town operations, services, and programs. The Special Revenue Funds include funds for specific town services and the Grant Fund includes both secured and prospective grants to directly fund specific projects or programs.

The May 8, 2020, Town Manager's FY 21 Tentative Budget Message and FY 21 Budget are included for review, and consideration to approve. (Pages 27-82)

G2. CHIEF FISCAL OFFICER DESIGNATION (RESOLUTION NO. R2020.19): Annually, the Auditor General's Office requires municipalities to designate a Chief Fiscal Officer within each organization. Resolution No. R2020.19 designates the Town Manager / Clerk as the Towns' Chief Fiscal Officer who is responsible for submitting the Fiscal Year 2021 Expenditure Limitation Report to the Auditor General's Office. (Page 83)

G3. MARICOPA COUNTY LIBRARY DISTRICT INTERGOVERNMENTAL AGREEMENT (RESOLUTION NO. R2020.20): The proposed intergovernmental agreement (IGA) would replace the existing five-year IGA that expires on June 30, 2020. The proposed IGA includes an initial five-year term, until June 30, 2025; and, four consecutive five year term options to renew, not exceeding a total of 20 years. The IGA identifies the existing library space, Exhibit A, as the premises for use at an annual fee of \$0.00. The IGA includes reimbursement for utilities to the Town to offset costs related to the library premises. This utility amount is set annually prior to the beginning of each fiscal year through mutual consent. Presently, the annual amount is \$15,000. This is the fifth IGA between the Town and County Library District, with the original agreement signed in 2000. Through this IGA, the Library District provides public library service, specialized library programs, and services, and partners with the Town on various community events. (Pages 84-96)

G4. INTERGOVERNMENTAL AGREEMENT FOR SERVICES BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE TOWN OF GUADALUPE (RESOLUTION NO. R2020.21): The proposed intergovernmental agreement (IGA) authorizes \$26,216 in Community Development Block Grant funding from Maricopa County administered by its Human Services Department to meet increased health and essential services needs due to the COVID-19 pandemic. Community Development Block Grant funds will be granted: \$5,640 for the purchase of supplies and materials for meal preparation, storage, and delivery for vulnerable and senior residents of Guadalupe, AZ; \$576.00 for operating service expenses; and \$20,000 for temporary accommodations for COVID-19 positive residents, as needed. Three services areas will be funded: 1) Community Action Program (CAP) food distribution, 2) Senior Center home delivery and daily “to-go” meals to our Elders and 3) residents testing positive for COVID-19, who are unable to safely and properly quarantine at home, need proper separate temporary quarantine accommodations. (Pages 97 – 137)

G5. COVID-19 ACTION UPDATE: Town staff will provide an update regarding steps taken to safe guard public health and safety in response to the Coronavirus. In response to the pandemic, modified Town services became effective April 6, 2020, and notifications of such have been posted electronically as well as at various municipal facilities. These modified services are the most current efforts by the Town and will remain in effect until further notice. *(there is no material for this agenda item)*



Minutes Town Council Regular Meeting APRIL 23, 2020

Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, April 23, 2020, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona.

Valerie Molina
Mayor

A. CALL TO ORDER
Mayor Molina called the meeting to order at 6:05 p.m.

Ricardo Vital
Vice Mayor

B. ROLL CALL
Councilmembers Present: Mayor Valerie Molina, Vice Mayor Ricardo Vital, Councilmember Elvira Osuna. The following councilmembers participated via video conference: Councilmember Mary Bravo, Councilmember Anita Cota, Councilmember Gloria Cota, and Councilmember Joe Sánchez

Mary Bravo
Councilmember

Staff Present: Jeff Kulaga – Town Manager / Clerk, Wayne Clement – Fire Chief, Jennifer Drury – Assistant to the Town Manager, Robert Thaxton – Finance Director, David Ledyard – Town Attorney *(participated via video conference)*

Anita Cota
Councilmember

Gloria Cota
Councilmember

C. INVOCATION/PLEDGE OF ALLEGIANCE
Councilmember Anita Cota provided the invocation. Mayor Molina then led the Pledge of Allegiance.

Elvira Osuna
Councilmember

D. APPROVAL OF MINUTES
Motion by Vice Mayor Vital to approve items D1 – D5; second by Councilmember Osuna. Motion passed unanimously 7-0.

Joe Sánchez
Councilmember

1. Approved the February 27, 2020, Town Council Regular Meeting Minutes.
2. Approved the February 27, 2020, Town Council Special Meeting Minutes.
3. Approved the March 12, 2020, Town Council Regular Meeting Minutes.
4. Approved the March 19, 2020, Town Council Special Meeting Minutes.
5. Approved the March 26, 2020, Town Council Regular Meeting Minutes.

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E. CALL TO THE PUBLIC: No one spoke.

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F. MAYOR and COUNCIL PRESENTATIONS
Mayor Molina read a proclamation declaring April as A.R.C. (Acknowledge, Respect, and Celebrate) Children & Youth month and Thursday, April 30, 2020, as Dia de Los Niños day in the Town of Guadalupe.

Mayor Molina announced that a the Dia de Los Niños Proclamation will be available on the Town's Facebook page; and, that the Council meeting is being taped live on Facebook. Meeting attendance is limited to ten people.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. **MERCADO DE GUADALUPE TENANT REQUESTS**
Mayor Molina called upon Laura Nachmanson, a Mercado tenant who discussed a request to seek rent relief from the Town through December 31, 2020 as a result of the economic impacts of COVID-19. Various tenants have experienced a decrease in business that has impacted their income. Given the economic environment, Mercado tenants are requesting rent relief.

Mayor Molina noted that one of the tenants only pays for use of utilities.



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Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

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In response to a question, Jeff Kulaga, Town Manager / Clerk, clarified that the request is for the Town to waive rent for Mercado tenants through December 31, 2020, due to the impacts of COVID-19. Tenants would continue to pay their utilities. The tenant that only pays utilities and no rent is requesting that their utility bill be cut in half through December 31, 2020. The request is being made on behalf of all of the Mercado tenants.

In response to questions, Mr. Kulaga stated that prior to COVID-19, a majority of tenants were up to date in paying their rent. As of now, 4-5 tenants are current in paying their rent, with the remaining tenants not being current. In terms of budgetary impact, Mr. Kulaga stated that through February, in the Mercado Fund, expenditures were exceeding revenues by approximately \$1,800. There is a Mercado Fund balance of approximately \$30,000, which is needed for emergency repairs. Due to cancellations in Mercado facility private party event rentals, revenue is down approximately \$3,500 for the remainder of this fiscal year. Collectively, Town revenue from rents for Mercado tenants totals approximately \$10,000 monthly, not including utilities. Monthly Mercado expenditures totals approximately \$10,000. If the town were to waive rents, the \$30,000 fund balance would be depleted within 45 days. At that point, the Town would need to use General Fund monies to continue to operate the Mercado.

Mr. Kulaga proposed that tenants pay a 50% reduction in rent through September 2020. Tenants would be given through June 2021 to repay the remaining 50% of their rent to the Town. All businesses are having financial challenges, including the Town. The Town's cash reserves are not robust enough to cover that loss of revenue.

Councilmembers questioned if any of the Mercado businesses have applied for loans. The Town is also having financial difficulties. Councilmembers discussed Mr. Kulaga's proposal and potentially revisiting the 50% rent reduction on June 30, 2020. Mr. Kulaga stated that councilmembers may consider revisiting this payment arrangement on a monthly basis due to the impact this will have on the Mercado Fund and General Fund balances.

David Ledyard, Town Attorney, stated that since the Town is the Mercado landlord, the Town is authorized to modify the rental payment terms. Mayor Molina recapped that under consideration is that Mercado rents will be reduced by 50%.

Ms. Nachmanson noted that business at the Mercado has declined, particularly during the month of March. She requested assistance with utility payments as well. Some business owners are unable to apply for small business assistance because they do not meet the program requirements.

Mr. Kulaga recapped that the requested reconsideration is for tenants to only pay for utilities through June 30, 2020, with the intent to renegotiate payment arrangements at that time. If the rent is waived as requested, it would absorb the \$30,000 fund balance leaving no funds left for needed repairs at the Mercado.

Councilmembers discussed the square foot value that the Mercado provides to tenants and renters of the facility, compared to other venues. Another area of consideration is how to address the problem of tenants not being current in their rent. The Town is also struggling financially.

In response to a question, Mr. Kulaga stated that the utility billing for Mercado tenants is approximately \$2,200 monthly; sewer and water is approximately \$1,000; and, waste disposal is \$400. Another area of expense to the Town is maintaining property and liability insurance.

Councilmembers discussed the possibility of decreasing the utility payments to 50%, in conjunction with decreasing the rent to 50%. Mr. Kulaga noted that the electrical wiring for the Mercado is not up to current Code standards, and suites are not wired to accommodate for individual billings, per suite. The roof is also in poor condition. Councilmembers voiced concern regarding subsidizing Mercado tenants; and, noted that the entire Town, as a whole, should be taken into consideration.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
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In response to questions, Mr. Kulaga stated that there are tenants that are in arrears in their rent payments; and, there is one tenant that is only required to pay for utilities. The Town serves as the landlord for the Mercado. Once the Mercado fund reserve of \$30,000 has been depleted, the Council will need to decide if the facility should remain open. To properly repair the Mercado roof will cost \$500,000 and an additional \$20,000 is needed to repair plumbing. The Mercado was built in 1982. The Town is obligated to provide electrical services and water to its tenants. If the Mercado were to close, there are concerns about the security of the facility as well as ongoing maintenance and operation costs.

Councilmembers agreed that two councilmembers would participate in a meeting with Mr. Kulaga and Mercado tenants to explore options; and, noted that the Town does not have a property tax.

2. PROPOSED FISCAL YEAR 2020/2021 TOWN BUDGET INTRODUCTION

Jeff Kulaga, Town Manager / Clerk, provided a slide presentation regarding the proposed fiscal year 2020/21 Town budget, including financial impacts due to the COVID-19. Prior to the COVID-19, staff was anticipating that the end of the year budget would be close \$50,000, with no spending needed from the General Fund cash reserves. However, the Town is falling behind on capital replacement, repair, and improvements; employee pension obligations; competitive salaries; and, level of service priorities. The Town audit revealed that liabilities exceed assets by approximately \$600,000.

Due to the COVID-19, staff is anticipating that General Fund expenditures will exceed revenues by approximately \$280,000 by the end of the current fiscal year, June, 2020. This estimate is based on expected losses in sales tax and bed tax revenues. Hotel occupancies are down and Mercado tenants are also experiencing financial challenges.

By June, 2021, staff is projecting a 20% loss in revenues, however, that projection is dependent upon what occurs as a result of the COVID-19. At a 20% loss of revenue, the projected deficit would be \$1.3 million. If that occurs, the Town would need to utilize the fund balance reserves from the Sewer Fund and Solid Waste Fund, neither of which has a large fund balance.

Mr. Kulaga reviewed various areas where potential savings could be realized. Staff has contacted the Maricopa County Sheriff's Office to discuss their consideration of a decrease in their upcoming contract renewal with the Town, which was unsuccessful. At this time, the anticipated deficit in fiscal year 2020/2021 is approximately \$1.3 million. Staff continues to explore cost saving opportunities.

Mr. Kulaga stated that the Town can expect an approximate \$950,000 decrease in revenues; no salary or wage increases; elimination of the municipal court – a recurring savings of \$250,000 annually; explore opportunities to save money; \$124,000 contract increase with the Maricopa County Sheriff's Office (MCSO); and, a \$50,000 capital replacement contingency fund. The Fire Department and MCSO comprise the largest portions of the Town's budget.

Mr. Kulaga reviewed the unforeseen financial impacts resulting from the COVID-19, and noted that staff will not be preparing a five-year forecast. The COVID-19 has accelerated the Town's dire financial status. Mr. Kulaga reviewed tasks to improve the Town's financial status and proposed General Fund recommendations to balance the budget. Mr. Kulaga then discussed recommendations to raise revenue and options to seek alternative service delivery.

Mr. Kulaga stated that he has been in contact with Arizona Senator, Kyrsten Sinema's office and representatives from the League of Arizona Cities and Towns regarding federal financial aid. To date, town's that have less than a population of 500,000 residents have not received financial aid; however, that is anticipated to change in an upcoming release of federal aid funding. Funding amounts are anticipated to be based on population, the COVID-19 infection rates, and loss of revenues. There is an abundance of competition for federal aid. There are Senators that have indicated that they would not be supportive of providing financial aid to local governments.



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Mr. Kulaga stated that staff is recommending rescheduling the May 2, 2020, Community Budget Forum due to the COVID-19 limitations regarding group gatherings; and, because staff needs additional time to refine the budget based on the economic impacts of the COVID-19. Instead, staff is proposing presenting a more detailed budget at the May 14, 2020, Regular Council Meeting, with adoption of the tentative budget being scheduled for May 28, 2020. Hosting a Community Budget Forum later in May could still be an option, depending on community gathering guidelines.

In response to a question regarding the sale of Town-owned properties, Mr. Kulaga stated that approximately one year ago the Town issued a Request for Proposals (RFP) for the sale of Town-owned properties. There were no responses to the RFP. He stated that he will continue to reach out to the development community.

In response to a question regarding combining the services of Senior Center meal preparation with the Pascua Yaqui Tribe (PYT), Mr. Kulaga stated that staff will explore this possibility. Currently, the Town receives approximately \$135,000 annually from Area Agency on Aging (AAA) to support these services to seniors. Staff would need to contact AAA to determine if that annual allotment would be impacted if the Town were to partner with PYT for these services. It also costs an additional \$75,000 - \$85,000 from the General Fund to finance Senior Center operations. A councilmember noted that PYT does not have a budget to provide services to seniors.

A councilmember referenced the sale of the Calle Milagros right of way; and, asked if the Town would generate revenue for leasing offices in Town Hall. Mr. Kulaga stated that the items outlined in the agenda materials to raise revenue would help alleviate the deficit for the upcoming fiscal year.

Councilmembers discussed the possible increase in various fees, including cemetery fees. Mr. Kulaga stated that staff could explore fee increase options for Council consideration. There are approximately 30 burials in the Town cemetery annually. Additionally, there is a number of fee increases being proposed later in the meeting, as an agenda item. A councilmember discussed holding a Work Study Session to discuss fees, in general. Mr. Kulaga stated that adoption of the budget could be delayed into July, however his preference would be to schedule the final budget adoption prior to the beginning of the next fiscal year. Amending fees requires a 60-day public notification process. Mr. Kulaga stated that staff will provide additional information related to fees at the May 14, 2020, Regular Council Meeting.

3. URGENT SANITARY SEWER REPAIRS CONTRACT

Jeff Kulaga, Town Manager / Clerk, stated that the proposed contract is with Redpoint Contracting to conduct urgent sewer line repairs. This is a result of the Wastewater Collection System Assessment that was conducted in October/November 2019. The Town received \$500,000 in Maricopa County Community Block Grant funding for urgent sewer line repairs, as prioritized in the study. If approved, repairs would begin in May.

In response to a question, Mr. Kulaga stated that the repairs would be made to sewer lines located on Town-owned property.

Motion by Vice Mayor Vital to approve agenda item G3; second by Councilmember Osuna. Motion passed unanimously 7-0.

Councilmembers approved the Dibble Engineering, Town Engineer, recommendation to award the Urgent Sanitary Sewer Repair & Replacement needs contract, (C2019-28A) as identified in the November 2019, Wastewater Collection System Assessment to Redpoint Contracting. The contract amount is \$111,357.



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4. CONTRACT AMENDMENT NO. 2 – U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

Jeff Kulaga, Town Manager / Clerk, stated that this Community Development Block Grant funding provides the funds for a neighborhood repaving project that is presently underway. The lowest construction bid exceeded the grant amount by \$28,010. Approval of this grant would close the funding gap by \$10,000.

Motion by Vice Mayor Vital to approve agenda item G4; second by Councilmember Osuna. Motion passed unanimously 7-0.

Councilmembers approved Amendment No. 2 to the Intergovernmental Agreement (C2019-24B) for services between Maricopa County administered by its Human Services Department and the Town of Guadalupe. Amendment No. 2 allows the Town to receive an additional \$10,000 in U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds. This increases the grant allocation to \$448,873 from \$438,873.

5. OLD TOWN HALL DEMOLITION CONTRACT

Motion by Vice Mayor Vital to approve agenda item G5; second by Councilmember Osuna. Motion passed unanimously 7-0.

Councilmembers approved the Town Manager's recommendation to award a contract (C2020-13) to Arizona Demolition Services LLC, for the demolition of the Town-owned, Old Town Hall, located at 9050 South Avenida del Yaqui, Guadalupe. The contract amount is \$16,000.

In response to questions, Jeff Kulaga, Town Manager / Clerk, stated that the Guadalupe Fire Department is partnering with the City of Phoenix Fire Department to conduct training exercises at the Old Town Hall location. Once the training has concluded, the demolition will begin. There has been vandalism and drug use at this location. Currently, there is no electricity to the building.

6. COVID-19 ACTION UPDATE

Jeff Kulaga, Town Manager / Clerk, provided an update regarding current steps taken to safe guard public health and safety in response to the Coronavirus (COVID-19) and its impact to Town services. On Tuesday's and Wednesday's, Town Hall is open for three hours. Staff remains available via e-mail and telephone. The Community Action Program is conducting weekly food distribution. The County has increased funding to the Town for staff to provide rental and utility assistance to residents.

The Governor is now allowing elective surgeries and the pace of the Governors' executive orders have declined.

Mr. Kulaga stated that he participates in weekly conference calls with Arizona municipal representatives, Arizona Senator, Kyrsten Sinema, and representatives from the League of Arizona Cities and Towns. East valley cities and towns are conducting information sharing as well.

On a related note, the Towns wastewater and sewer lines flow into Tempe's wastewater system. The City of Tempe and Arizona State University are going to initiate a study to test for COVID-19 levels by analyzing wastewater. Rates of infection will be measured. West Mesa and Guadalupe have been asked to be included in the study. This data will help the business community to reopen at the appropriate time.

7. PUBLIC HEARING – ORDINANCE CODIFICATION

Councilmembers considered adopting 19 ordinances amending the Town of Guadalupe Code of Ordinances, in preparation for a complete codification of the Code of Ordinances, including amending various fees throughout the Code of Ordinances. Each of the proposed ordinances below include amendments to add, delete, or modify Code language for the purpose of clarification and align Code language with current business practices and State and Federal laws.



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Motion by Vice Mayor Vital to open the public hearing; second by Councilmember Osuna.
Motion passed unanimously 7-0.

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

Motion by Vice Mayor Vital to close the public hearing; second by Councilmember Osuna.
Motion passed unanimously 7-0.

Mayor Molina closed the public hearing.

Note: An individual vote is required for each of the following ordinances; and, if adopted the effective date of each of the ordinances would be July 1, 2020:

A. ORDINANCE NO. O2020.03 – REPEALING AND REPLACING THE TOWN OF GUADALUPE CODE OF ORDINANCES TABLE OF CONTENTS

Motion by Vice Mayor Vital to approve agenda item G7A; second by Councilmember Osuna.
Motion passed unanimously 7-0.

Councilmembers adopted ORDINANCE NO. 02020.03, repealing and replacing the Town of Guadalupe Code of Ordinances Table of Contents.

B. ORDINANCE NO. O2020.04 – AMENDING TITLE III, ADMINISTRATION, CHAPTER 31, TOWN OFFICIALS, SECTIONS 31.20 TOWN MANAGER, 31.21 TOWN CLERK, 31.22 TOWN MARSHAL, 31.24 TOWN ATTORNEY, AND 31.41 APPOINTMENT OF ADMINISTRATOR

Motion by Vice Mayor Vital to approve agenda item G7B; second by Councilmember Osuna.
Motion passed unanimously 7-0.

Councilmembers adopted ORDINANCE NO. 02020.04, amending Title III, Administration, Chapter 31, Town Officials, Sections 31.20 Town Manager, 31.21 Town Clerk, 31.22 Town Marshal, 31.24 Town Attorney, and 31.41 Appointment of Administrator.

C. ORDINANCE NO. O2020.05 – AMENDING TITLE III, ADMINISTRATION, CHAPTER 33, POLICE AND FIRE DEPARTMENTS, SECTION 33.31 ADOPTION OF THE INTERNATIONAL FIRE CODE

Motion by Vice Mayor Vital to approve agenda item G7C; second by Councilmember Osuna.
Motion passed unanimously 7-0.

Councilmembers adopted ORDINANCE NO. 02020.05, amending Title III, Administration, Chapter 33, Police and Fire Departments, Section 33.31 Adoption of the International Fire Code.

D. ORDINANCE NO. O2020.06 – AMENDING TITLE III ADMINISTRATION, CHAPTER 34, TOWN MAGISTRATE, SECTION 34.03(G), POWERS AND DUTIES TO TOWN MAGISTRATE, AND SECTION 34.06 HOME DETENTION AND ELECTRONIC MONITORING

Motion by Vice Mayor Vital to approve agenda item G7D; second by Councilmember Osuna.
Motion passed unanimously 7-0.



Councilmembers adopted ORDINANCE NO. 02020.06, amending Title III Administration, Chapter 34, Town Magistrate, Section 34.03(G), Powers and Duties to Town Magistrate, and Section 34.06 Home Detention and Electronic Monitoring.

E. ORDINANCE NO. O2020.07 – AMENDING TITLE IX, GENERAL REGULATIONS, CHAPTER 90, ANIMALS GENERALLY, SECTIONS 90.03 NOISES, 90.21 THE STATE VETERINARIAN AND THE LIVESTOCK BOARD DEPARTMENT OF AGRICULTURE, 90.25 KENNEL PERMIT FEE VIOLATION CLASSIFICATION, AND 90.37 PROPER CARE

Valerie Molina
Mayor

Motion by Vice Mayor Vital to approve agenda item G7E; second by Councilmember Osuna. Motion passed unanimously 7-0.

Ricardo Vital
Vice Mayor

Councilmembers adopted ORDINANCE NO. 02020.07, amending Title IX, General Regulations, Chapter 90, Animals Generally, Sections 90.03 Noises, 90.21 The State Veterinarian And The Livestock Board Department of Agriculture, 90.25 Kennel Permit Fee Violation Classification, and 90.37 Proper Care.

Mary Bravo
Councilmember

Anita Cota
Councilmember

F. ORDINANCE NO. O2020.08 – AMENDING TITLE XV, LAND USE; CHAPTER 150 BUILDING CODES, SECTIONS 150.01 ADOPTION OF UNIFORM BUILDING CODE, 150.03 AMENDMENT TO BUILDING CODE, 150.15 ELECTRICAL CODE, 150.16 MECHANICAL CODE, 150.17 PLUMBING CODE, 150.20 BUILDING PERMIT AND FEES, 150.18 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, AND, 150.21 DWELLING UNIT STANDARDS

Gloria Cota
Councilmember

Motion by Vice Mayor Vital to approve agenda item G7F; second by Councilmember Osuna. Motion passed unanimously 7-0.

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Councilmembers adopted ORDINANCE NO. 02020.08, amending Title XV, Land Use; Chapter 150 Building Codes, Sections 150.01 Adoption of Uniform Building Code, 150.03 Amendment to Building Code, 150.15 Electrical Code, 150.16 Mechanical Code, 150.17 Plumbing Code, 150.20 Building Permit and Fees, 150.18 Uniform Code for the Abatement of Dangerous Buildings, and, 150.21 Dwelling Unit Standards.

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G. ORDINANCE NO. O2020.09 – AMENDING TITLE XI, BUSINESS REGULATIONS, CHAPTER 111, BUSINESS LICENSE TAX, SECTION 111.08 FEES

Motion by Vice Mayor Vital to approve agenda item G7G; second by Councilmember Osuna. Motion passed unanimously 7-0.

Councilmembers adopted ORDINANCE NO. 02020.09, amending Title XI, Business Regulations, Chapter 111, Business License Tax, Section 111.08 Fees.

H. ORDINANCE NO. O2020.10 – AMENDING TITLE IX, GENERAL REGULATIONS, CHAPTER 92, HEALTH AND SANITATION, SECTIONS 92.01 DEFINITIONS, 92.20 PREPARATION OF REFUSE, 92.21 LOCATION FOR PICKUP, 92.23 USE OF CONTAINERS, AND CHAPTER 33 AIR QUALITY AND FUGITIVE DUST, 93.99 PENALTY

Motion by Vice Mayor Vital to approve agenda item G7H; second by Councilmember Osuna. Motion passed unanimously 7-0.

Councilmembers adopted ORDINANCE NO. 02020.10, amending Title IX, General Regulations, Chapter 92, Health and Sanitation, Sections 92.01 Definitions, 92.20 Preparation of Refuse, 92.21 Location for Pickup, 92.23 Use of Containers, and Chapter 33 Air Quality and Fugitive Dust, 93.99 Penalty.

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Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
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I. ORDINANCE NO. O2020.11 – AMENDING TITLE XIII, GENERAL OFFENSES, CHAPTER 130, SECTIONS 130.06 CURFEW, 130.07 NOISE, 130.09 OFFENSIVE PREMISES, 130.10 PROSTITUTION, 130.11 SEARCHLIGHTS, 130.12 SIGNS AND BANNERS, 130.13 WATER FLOW UPON STREETS PROHIBITED, AND 130.14 SPITTING

Motion by Vice Mayor Vital to approve agenda item G7I; second by Councilmember Osuna. Motion passed unanimously 7-0.

Councilmembers adopted ORDINANCE NO. 02020.11, amending Title XIII, General Offenses, Chapter 130, Sections 130.06 Curfew, 130.07 Noise, 130.09 Offensive Premises, 130.10 Prostitution, 130.11 Searchlights, 130.12 Signs And Banners, 130.13 Water Flow Upon Streets Prohibited, and 130.14 Spitting.

J. ORDINANCE NO. O2020.12 – AMENDING TITLE VII, TRAFFIC CODE, CHAPTER 71 TRAFFIC CONTROL, SECTIONS 71.13 SPEED LIMITS, 71.15 TRAFFIC CONTROL MARKINGS AND DEVICES; AND, CHAPTER 73 HEAVY TRUCK TRAFFIC, SECTION 73.05 WARNING SIGNS

Motion by Vice Mayor Vital to approve agenda item G7J; second by Councilmember Osuna. Motion passed unanimously 7-0.

Councilmembers adopted ORDINANCE NO. 02020.12, amending Title VII, Traffic Code, Chapter 71 Traffic Control, Sections 71.13 Speed Limits, 71.15 Traffic Control Markings and Devices; and, Chapter 73 Heavy Truck Traffic, Section 73.05 Warning Signs.

K. ORDINANCE NO. O2020.13 – AMENDING TITLE V PUBLIC WORKS, CHAPTER 50 SEWER, SECTIONS 50.022 APPLICATION FOR TAPS, 50.070 DEFINITIONS, 50.072 SEWER CHARGES, 50.073 GENERAL REQUIREMENTS, 50.074 SPECIFIC REQUIREMENTS, 50.092 FEE SCHEDULE; COLLECTION; EXEMPTIONS; DISPOSITION; AND, CHAPTER 51 STORM WATER, SECTION 51.02 DEFINITIONS

Motion by Vice Mayor Vital to approve agenda item G7K; second by Councilmember Osuna. Motion passed unanimously 7-0.

Councilmembers adopted ORDINANCE NO. 02020.13, amending Title V Public Works, Chapter 50 Sewer, Sections 50.022 Application for Taps, 50.070 Definitions, 50.072 Sewer Charges, 50.073 General Requirements, 50.074 Specific Requirements, 50.092 Fee Schedule; Collection; Exemptions; Disposition; and, Chapter 51 Storm Water, Section 51.02 Definitions.

L. ORDINANCE NO. O2020.14 – AMENDING TITLE XV LAND USE, CHAPTER 152 SUBDIVISION REGULATIONS, SECTION 152.09 FEES AND SECTION 152.11 FLOODPLAIN MANAGEMENT

Motion by Vice Mayor Vital to approve agenda item G7L; second by Councilmember Osuna. Motion passed unanimously 7-0.

Councilmembers adopted ORDINANCE NO. 02020.14, amending Title XV Land Use, Chapter 152 Subdivision Regulations, Section 152.09 Fees And Section 152.11 Floodplain Management.

M. ORDINANCE NO. O2020.15 – AMENDING TITLE IX GENERAL REGULATIONS, CHAPTER 95 PARTY PERMITS, SECTION 95.01 DEFINITIONS, 95.05 FEES; AND, CHAPTER 96 ABANDONED VEHICLES, SECTION 96.99 PENALTY

Motion by Vice Mayor Vital to approve agenda item G7M; second by Councilmember Osuna. Motion passed unanimously 7-0.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

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Councilmembers adopted ORDINANCE NO. 02020.15, amending Title IX General Regulations, Chapter 95 Party Permits, Section 95.01 Definitions, 95.05 Fees; and, Chapter 96 Abandoned Vehicles, Section 96.99 Penalty.

N. ORDINANCE NO. 02020.16 – AMENDING TITLE XV LAND USE, CHAPTER 154 ZONING, SECTIONS 154.034 NOTIFICATION, 154.036 APPLICATIONS AND FEES, 154.053 LOCATION AND BOUNDARIES OF DISTRICTS, AND 154.145 SIGN PERMITS AND FEES

Motion by Vice Mayor Vital to approve agenda item G7N; second by Councilmember Osuna. Motion passed unanimously 7-0.

Councilmembers adopted ORDINANCE NO. 02020.16, amending Title XV Land Use, Chapter 154 Zoning, Sections 154.034 Notification, 154.036 Applications and Fees, 154.053 Location and Boundaries of Districts, and 154.145 Sign Permits and Fees.

O. ORDINANCE NO. 02020.17 – AMENDING TITLE IX, GENERAL REGULATIONS, CHAPTER 91, FIREWORKS, SECTION 91.07, LIABILITY FOR EMERGENCY RESPONSES RELATED TO USE OF FIREWORKS; DEFINITIONS

Motion by Vice Mayor Vital to approve agenda item G7O; second by Councilmember Osuna. Motion passed unanimously 7-0.

Councilmembers adopted ORDINANCE NO. 02020.17, amending Title IX, General Regulations, Chapter 91, Fireworks, Section 91.07, Liability For Emergency Responses Related to Use Of Fireworks; Definitions.

P. ORDINANCE NO. 02020.18 – AMENDING TITLE XI BUSINESS REGULATIONS, CHAPTER 16 CABLE COMMUNICATION, SECTION 113.001 DEFINITIONS

Motion by Vice Mayor Vital to approve agenda item G7P; second by Councilmember Osuna. Motion passed unanimously 7-0.

Councilmembers adopted ORDINANCE NO. 02020.18, amending Title XI Business Regulations, Chapter 16 Cable Communication, Section 113.001 Definitions.

Q. ORDINANCE NO. 02020.19 – THE CODE OF ORDINANCES FEE SCHEDULE

Motion by Vice Mayor Vital to approve agenda item G7Q; second by Councilmember Osuna. Motion passed unanimously 7-0.

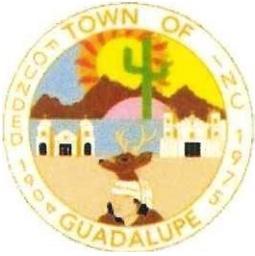
Councilmembers adopted ORDINANCE NO. 02020.19, the Code of Ordinances Fee Schedule.

R. ORDINANCE NO. 02020.20 – AMENDING TITLE I, CHAPTER 10, GENERAL PROVISIONS, SECTION 10.03, DEFINITIONS, AND SECTION 10.99, PENALTY

Motion by Vice Mayor Vital to approve agenda item G7R; second by Councilmember Osuna. Motion passed unanimously 7-0.

Councilmembers adopted ORDINANCE NO. 02020.20, amending Title I, Chapter 10, General Provisions, Section 10.03, Definitions, and Section 10.99, Penalty.

S. ORDINANCE NO. 02020.21 – AMENDING TITLE III ADMINISTRATION, CHAPTER 30, MAYOR AND COUNCIL, SECTIONS 30.023 POWERS AND DUTIES OF THE MAYOR, 30.024 ABSENCE OF MAYOR, 30.025 FAILURE TO SIGN DOCUMENTS, 30.040 PRIMARY ELECTION, 30.045 ELECTION DATES, 30.060 REGULAR MEETINGS, 30.061 SPECIAL MEETINGS, 30.063 QUORUM, AND 30.065 ORDER OF BUSINESS



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

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Motion by Vice Mayor Vital to approve agenda item G7S; second by Councilmember Osuna. Motion passed unanimously 7-0.

Councilmembers adopted ORDINANCE NO. O2020.21, amending Title III Administration, Chapter 30, Mayor And Council, Sections 30.023 Powers and Duties of The Mayor, 30.024 Absence of Mayor, 30.025 Failure to Sign Documents, 30.040 Primary Election, 30.045 Election Dates, 30.060 Regular Meetings, 30.061 Special Meetings, 30.063 Quorum, and 30.065 Order of Business.

Jeff Kulaga, Town Manager / Clerk, stated that the Council adoption of ordinances listed under agenda item G7 represents nearly 30 years of amendments to the Town Code (Code). With the adoption of G7Q, Fee Schedule, the fees will be referenced in one section of the Code, versus being incorporated into individual Code chapters. The Code will be available on the Town's website on July 1, 2020, which will provide the development community information about the Town's Zoning Code; and, if the transition of the Courts to the City of Tempe is approved by Council, it will provide the City of Tempe Municipal Court access to the most current Town of Guadalupe Code.

8. CLAIMS – CHECK REGISTER FOR MARCH 2020, TOTALING \$391,926.37

Motion by Vice Mayor Vital to approve agenda item G8; second by Councilmember Osuna. Motion passed unanimously 7-0.

Councilmembers approved the check register for March 2020, totaling \$391,926.37.

9. LOCAL MERCHANT SALES TAX RELIEF REQUEST

Councilmembers discussed a request to offer local sales tax and bed tax relief to local merchants. This item is in response to a request from a local business to waive remittance of local taxes and grant these funds to the business for a 90-day period as a result of the economic impacts of the COVID-19.

Jeff Kulaga, Town Manager / Clerk, stated that the proprietor of the Best Western Hotel has requested a relief of remitting local sales taxes and bed taxes to the Town for a period of 90 days. It was noted that the requestor was not in attendance.

Mr. Kulaga stated that if this request is granted, it should apply to all local merchants. The Town generates approximately \$128,000 in local sales taxes and approximately \$40,000 bed taxes, both collected monthly. Local sales taxes account for 35% of the General Fund revenues. The Town is not financially positioned to be able to afford this course of action.

If the request is granted to all local merchants, a Councilmember noted that it could bankrupt the Town. Perhaps the requestor could pursue other funding options. Mr. Kulaga stated that he will follow up with the proprietor to decline the request.

H. TOWN MANAGERS' COMMENTS

Jeff Kulaga, Town Manager / Clerk

- Ace Asphalt completed the neighborhood repaving project on various residential streets in Town. Ace Asphalt is now working on a bid for pot hole repairs. Projects are paid for from Highway User Revenue Funds. Dibble Engineering is managing the projects.
- A street restriping firm has submitted a bid to restripe Guadalupe Road and Avenida del Yaqui after the pot hole repairs are completed. This project will begin the week of May 11, 2020.
- The Avenida del Yaqui street improvement project may be delayed until Fall, 2021, due to COVID-19 impacts.
- Staff is exploring options on replacing an old air conditioning unit that services the Court. Court Enhancement Funding may be used for this purpose.
- Census 2020 response rates: Guadalupe is 37%; Maricopa County is 54%; Arizona, overall is 49%; and the entire United States is 52%. Trusted voices in the community could encourage residents to respond to the Census 2020, as federal funding is dependent on population.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
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- o Commended staff on their efforts related to: COVID-19, Forecast Five financial program, and the Town Code codification process
- o Fire Department calls for services have increased
- o Maricopa County Sheriff's office (MCSO) is experiencing calls for service regarding community gatherings; and, is working with staff on the enforcement of abandoned vehicles.

I. COUNCILMEMBERS' COMMENTS

Councilmember Anita Cota

- o Thanked viewers for watching the Council meeting. No fees have been changed at this time.
- o A community member has raised concern about weeds and bushes.
- o Requested that the COVID-19 informational flier be posted online.
- o Food distribution is Tuesday's and Thursday's at Town Hall; and, various high schools are also coordinating food distribution.
- o Stay safe.

Councilmember Sañchez

- o Thanked the Town Manager / Clerk for all of the information he provides to Councilmembers.
- o Stay safe and wash hands.

Councilmember Gloria Cota

- o Commended the Town Manager / Clerk and staff for their work.

Councilmember Bravo

- o Commended the Town Manager / Clerk and staff for their work.
- o Stay safe and wear a mask.
- o Thanked viewers for their support.

Vice Mayor Vital

- o Commended the Town Manager / Clerk and staff for their work.
- o Stay healthy.

Mayor Molina

- o Thanked community members for painting over graffiti in Town.
- o Commended the Town Manager / Clerk and staff for their work.
- o Stay safe.

J. ADJOURNMENT

Motion by Vice Mayor Vital to adjourn the Regular Council Meeting; second by Councilmember Osuna. Motion passed unanimously 7-0.

The meeting was adjourned at 8:26 p.m.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the April 23, 2020, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Jeff Kulaga, Town Manager / Town Clerk



Minutes Town Council Regular Meeting MAY 7, 2020

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

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Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, May 7, 2020, at 4:30 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

A. CALL TO ORDER

Mayor Molina called the meeting to order at 4:38 p.m.

B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina, Vice Mayor Ricardo Vital, Councilmember Mary Bravo, Councilmember Anita Cota, Councilmember Gloria Cota, Councilmember Elvira Osuna and Councilmember Joe Sánchez

Staff Present: Jeff Kulaga – Town Manager / Clerk, David Ledyard – Town Attorney (*participated via teleconference*), and Kay Savard – Deputy Town Clerk

A. INVOCATION/PLEDGE OF ALLEGIANCE

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

B. APPROVAL OF MINUTES: None

C. CALL TO THE PUBLIC: No one spoke.

D. MAYOR and COUNCIL PRESENTATIONS: None.

E. CALL TO THE PUBLIC: None.

F. MAYOR and COUNCIL PRESENTATIONS: None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

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

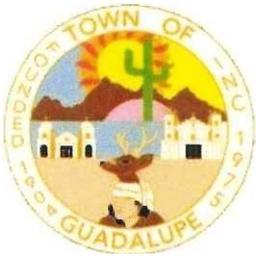
Disposition of Town-owned Property:

- The Mercado de Guadalupe (Tianguis), 9201 South Avenida del Yaqui

Motion by Councilmember Anita Cota to convene into Executive Session; second by Councilmember Osuna. Motion passed unanimously 7-0.

H. TOWN MANAGERS' COMMENTS

I. COUNCILMEMBERS' COMMENTS



J. ADJOURNMENT

Motion by Vice Mayor Vital to convene into Executive Session; second by Councilmember Osuna. Motion passed unanimously 7-0.

The meeting was adjourned at 4:40 p.m.

Valerie Molina, Mayor

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

ATTEST:

Jeff Kulaga, Town Manager / Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the May 7, 2020, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Jeff Kulaga, Town Manager / Town Clerk

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NOTICE OF REGULAR MEETING
OF THE GUADALUPE TOWN COUNCIL

THURSDAY, MAY 14, 2020

6:00 P.M.

GUADALUPE TOWN HALL

9241 SOUTH AVENIDA DEL YAQUI, COUNCIL CHAMBERS

GUADALUPE, ARIZONA



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
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Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Town of Guadalupe Council and to the general public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, May 14, 2020, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

AGENDA

A. CALL TO ORDER

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

B. ROLL CALL

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

Staff Present: Jeff Kulaga – Town Manager / Clerk, Wayne Clement – Fire Chief, Jennifer Drury – Assistant to the Town Manager, Robert Thaxton – Finance Director, and David Ledyard – Town Attorney

C. INVOCATION/PLEDGE OF ALLEGIANCE

Mayor Molina called for a moment of silence in memory of a community member that recently passed away. Mayor Molina then led the pledge of allegiance.

D. APPROVAL OF MINUTES: None.

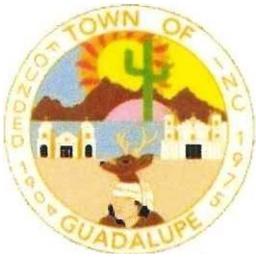
E. CALL TO THE PUBLIC: An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item, unless the Council requests an exception to this limit. Please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

F. MAYOR and COUNCIL PRESENTATIONS: None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

12. COVID-19 ACTION UPDATE *(item taken out of order; there is no material for this agenda item)*
Jeff Kulaga, Town Manager / Clerk, provided an update regarding current steps taken to safe guard public health and safety in response to the Coronavirus and its impact to Town services. Mr. Kulaga stated that since the update provided to Council on March 23, 2020, concerning the COVID-19 pandemic, there have been many business/operational changes as follows:

- Staff is recommending cancelling the July 4, 2020, community event, based on social distancing concerns and budget constraints.
- Party permits, Mercado facility rental, and Biehn Colony Park reservations will not be approved until after August 1, 2020.
- Car show has been rescheduled for September 27, 2020.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
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- Continue to reduce the number of audience members and staff present at Council meetings; and, improve technology utilized at Council Meetings.
- Town Hall will be open Tuesday, 9:00 AM – noon; Wednesday, 2:00 PM – 5:00 PM. Public restrooms in the lobby are closed, the phone has been removed, and the water fountain has been disconnected. Staff will be wearing masks at the front counter.
- Community Action Program food distribution remains the same, with increased use of disinfectant.
- Senior Center will be closed through July 6, 2020. Services are available by appointment.
- Fire Department personnel are wearing masks.
- June 1, 2020, in-person court appearances may resume.
- Maricopa County Sheriff's Office personnel and Public Works personnel are taking safety precautions.
- Town administration personnel are increasing hygiene practices, and social distancing.
- A glass window will be installed at the Town Hall reception desk.
- Closed until further notice: public library, Head Start Program, Department of Economic Security office.
- Little League season has been cancelled.
- Staff worked with Cuaresma leadership to make those events as safe as possible.

Per the Governor's office, no county, city, or town may issue restrictions more stringent than the Governor allows. The Governor's office is urging individuals to take necessary precautions and to act responsibly, per the Centers for Disease Control. Arizona State University is currently testing COVID-19 levels based on materials emerging from sewer lines in Town. An update will be provided at the May 28, 2020, Regular Council Meeting.

In response to a concern regarding members of the public not self-distancing when receiving Town services, Mr. Kulaga noted that education is key, and the next step could be for the Maricopa County Sheriff's Office to have more of a presence during these exchanges.

A councilmember discussed the need for more community volunteers to assist staff with Town provided services; and, thanked the City of Tempe for including the Town in their study of wastewater COVID-19 levels. Community members are highly encouraged to get tested for COVID-19.

3. MEDICAL MARIJUANA DISPENSARY PROPOSED ZONING CODE TEXT AMENDMENT *(item taken out of order)*

Jeff Kulaga, Town Manager / Clerk, stated that staff has received a request from Jason Barraza, Harvest representative (medical marijuana dispensary), to amend the Town Code to align with Arizona Revised Statutes for hours of operation for medical marijuana dispensaries. Mr. Barraza pointed out that Lauren Nihoss, Harvest Governmental Relations Specialist, is participating in the meeting via teleconference. Currently the Harvest has a variance from the Town to operate from 8:00 AM to 10:00 PM. The variance expires later this year. Mr. Barraza stated that instead of continuing to apply for variances in hours of operation, he is requesting that the hours of operation in the Code be changed to allow medical marijuana dispensaries to operate until 10:00 PM. This would provide industry consistency for customers and employees.

Mr. Kulaga stated that the request is to align the Town Code hours of operation by changing the business closing time from 6:00 PM to 10:00 PM to align with State statutes. Currently both medical



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marijuana dispensaries in town are open until 10:00 PM because of variances granted to both facilities. If approved, this would eliminate the need to process future variance requests to extend hours of operation.

David Ledyard, Town Attorney, stated that if Council were to adopt a Code text amendment allowing medical marijuana dispensaries to remain open until 10:00 PM, it would apply to both dispensaries in Town. A variance to operate until 10:00 PM would no longer be required.

The requesting party is Steve White, Harvest representative (medical marijuana dispensary), 8121 West Baseline Road, Guadalupe, AZ.

Councilmembers directed the Town Manager / Clerk, to prepare a Town Code text amendment for Council consideration at a future Regular Council Meeting.

4. MERCADO TENANTS' REQUEST *(item taken out of order)*

Jeff Kulaga, Town Manager / Clerk, provided follow up information from the April 23, 2020, Regular Council Meeting related to requests from various tenants in the Mercado de Guadalupe (Tianguis), 9201 South Avenida del Yaqui, related to seeking rent relief from the Town due to the economic impacts of COVID-19. He and two Councilmembers met with Mercado tenants to discuss various options related to rent relief. At that meeting, tenants agreed to a 50% rent deferral for April, May, and June, 2020. Only tenants that are current in their rent through March would be eligible for this program. The rent deferral amounts would need to be paid to the Town by June, 2021. An agreement will be prepared for tenants that wish to participate in the rental deferral program.

In response to questions, Mr. Kulaga stated that there are tenants that are renting suites on a month to month basis. For tenants that are on a month to month rental agreement, Mr. Ledyard stated that if the tenant did not repay the rent deferral, the tenant would be in breach of the agreement.

Motion by Councilmember Bravo to approve a 50% rent deferral for April, May, and June, for Mercado tenants that are current in their rent through March; second by Councilmember Sánchez. Motion passed unanimously on a roll call vote 7-0.

1. PUBLIC HEARING – ESTABLISHING AND ADOPTING APPLICATION FEES AND ANNUAL RATES FOR WIRED FACILITIES IN PUBLIC HIGHWAYS (TOWN RIGHT-OF-WAY) (RESOLUTION NO. R2020.13)

Motion by Vice Mayor Vital to open the public hearing; second by Councilmember Bravo. Motion passed unanimously on a roll call vote 7-0.

Jeff Kulaga, Town Manager / Clerk, stated that adoption of this resolution would align the Town with state and federal telecommunication requirements for wired facilities in Town rights-of-way; and, establishes rates and fees for wired telecommunication facilities. Council also recently adopted a resolution related to wireless facilities in rights-of-way. If adopted, this would amend the Town Code.

No members of the public spoke.

Motion by Vice Mayor Vital to close the public hearing; second by Councilmember Sánchez. Motion passed unanimously on a roll call vote 7-0.

Held a public hearing to authorize the Town of Guadalupe to establish and adopt fees for wired facilities in Town right-of-way; providing for repeal of conflicting resolutions; and, providing for severability. (related to G2)



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2. ESTABLISHING AND ADOPTING APPLICATION FEES AND ANNUAL RATES FOR WIRELESS FACILITIES IN PUBLIC HIGHWAYS (TOWN RIGHT-OF-WAY) (RESOLUTION NO. R2020.13)

Jeff Kulaga, Town Manager / Clerk, stated that adoption of this resolution would bring the Town up to current state and federal requirements regarding telecommunication facilities, per the Federal Communications Commission. Municipalities are being preempted by the state and federal levels of government. Staff recommends adoption of the resolution.

Motion by Vice Mayor Vital to approve agenda item G2; second by Councilmember Sánchez; motion passed unanimously on a roll call vote 7-0.

Councilmembers adopted RESOLUTION NO. R2020.13 authorizing the Town of Guadalupe to establish and adopt an application fee for license, renewal fee, interstate telecommunications services license fee, and dark fiber license fee for wired facilities in Town right-of-way; providing for repeal of conflicting resolutions; and, providing for severability. *(related to G1)*

5. CLAIMS

Motion by Vice Mayor Vital to approve agenda item G5; second by Councilmember Bravo; motion passed unanimously on a roll call vote 7-0.

Councilmembers approved the check register for April 2020, totaling \$440,821.05.

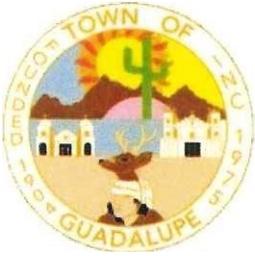
6. CITY OF TEMPE INTERGOVERNMENTAL AGREEMENT FOR MUNICIPAL COURT ADMINISTRATION SERVICES (RESOLUTION NO. R2020.17)

Jeff Kulaga, Town Manager / Clerk, stated that he and Mr. Ledyard have met with representatives from the Arizona Superior Court to discuss combining the Guadalupe Municipal Court with either the Kyrene Justice Court or the City of Tempe Municipal Court. At the direction of the Arizona Superior Court, he and Mr. Ledyard began working with the City of Tempe Municipal Court representatives. The intergovernmental agreement (IGA) includes how the Maricopa County Sheriff's Office cites and processes individuals, and court administration processes. If approved, the Guadalupe Municipal Court operations would transfer to the City of Tempe Municipal Court beginning on July 1, 2020. The Tempe City Council will be considering this IGA on May 28, 2020.

In response to a question regarding if a future Town Council would have the ability to have the Guadalupe Municipal Court reinstated, Mr. Ledyard stated that it could be done, however it could take up to 24 months to have the Guadalupe Court reinstated. The State statues require municipalities to provide court services, which may be contracted with another court to provide those services. If a contractual court arrangement does not work properly, the Arizona Supreme Court has the ability to seize the court and run cases through the Arizona Superior Court.

Councilmembers discussed the financial need for the Town to contract out court services to Tempe; and, the possibility of reinstating municipal court services when the financial environment improves.

Councilmembers adopted RESOLUTION NO. R2020.17 authorizing the Mayor, or designee, to enter into an intergovernmental agreement (C2020-17) with the City of Tempe Municipal Court to begin providing all court related services on behalf of the Town of Guadalupe, beginning on July 1, 2020. The transfer of court administration from the Town of Guadalupe Municipal Court to the City of Tempe Municipal Court will result in a recurring annual savings of approximately \$230,000. The Mayor, or designee, is authorized to sign all necessary documents in furtherance of this agreement.



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7. AMENDMENT NO. 1 (FIRST AMENDMENT) TO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY ANIMAL CARE AND CONTROL DEPARTMENT

Jeff Kulaga, Town Manager / Clerk, stated that the proposed agreement is an annual contract with Maricopa County Animal Control. The initial term of this agreement was from July 1, 2019 through June 30, 2020. Last year the contract amount had increased 5%; this year, the contract amount increased by \$90. The proposed contract is the first amendment to the initial contract.

Motion by Vice Mayor Vital to approve agenda item G7; second by Councilmember Sánchez; motion passed unanimously on a roll call vote 7-0.

Councilmembers authorized the Mayor, or designee, to sign a First Amendment to an intergovernmental agreement (agreement) (C2019-14A) with Maricopa County by and through its Animal Care and Control Department and the Town of Guadalupe for the provision of animal control services. The First Amendment term of this agreement is from July 1, 2020 through June 30, 2021; and, may be renewed for up to two successive two-year terms by mutual agreement of both parties. The cost of service for the First Amendment contract term is \$30,360. The Mayor, or designee, is authorized to sign all necessary documents in furtherance of the First Amendment.

8. AMENDMENT NO. 4 TO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT FOR THE GUADALUPE COMMUNITY ACTION PROGRAM

Jeff Kulaga, Town Manager / Clerk, stated that this intergovernmental agreement (IGA) authorizes Maricopa County (County) to provide funding for the Towns' Community Action Program (CAP). The County provides two types of funding: 1) salaries, supplies, operating expenses; and, 2) rental and utility assistance funding. The funding for this IGA is for operating expenses. Typically the County provides \$35,000 for a one-year term. This year, the County is providing \$20,000 for a six-month term. The County is in the process of assessing the financial stability of their partners. Staff recommends approval of the IGA.

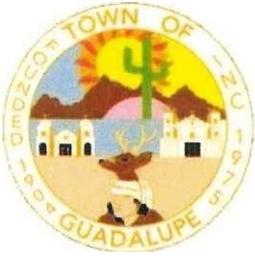
Motion by Councilmember Bravo to approve agenda item G8; second by Councilmember Sánchez; motion passed unanimously on a roll call vote 7-0.

Councilmembers authorized the Mayor, or designee, to sign Amendment No. 4 to an Intergovernmental Agreement (Contract #C2018-17B) with Maricopa County (County) by and through its Human Services Department and the Town of Guadalupe. The initial contract term began on July 1, 2016, for the provision of crisis case management and financial assistance services through the Town of Guadalupe Community Action Program (CAP). The contract term for Amendment No. 4 is from June 30, 2020 to December 31, 2020, with the County providing \$20,000 to the Town. The Mayor, or designee, is authorized to sign all necessary documents in furtherance of Amendment No. 4.

9. AMENDMENT NO. 3 TO THE COOPERATION AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE TOWN OF GUADALUPE – U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS (RESOLUTION NO. R2020.14)

Jeff Kulaga, Town Manager / Clerk, stated that the proposed agreement allows the Town to access Community Development Block Grant (CDBG) funding. Since 2011, the Town has completed eight repaving projects totaling \$3.1 million; and, has recently been awarded \$518,000 for sewer line repairs using CDBG funds. Mr. Kulaga stated that he recommends approval of this agreement.

Motion by Vice Mayor Vital to approve agenda item G9; second by Councilmember Sánchez; motion passed unanimously on a roll call vote 7-0.



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Councilmembers adopted RESOLUTION NO. R2020.14 authorizing the Mayor, or designee, to sign a three-year renewal of the Cooperation Agreement (C2020-16) with Maricopa County by and through the Maricopa County Human Services Department for Fiscal Years 2021-2022, 2022-23 and 2023-24 for the continued participation in U. S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Entitlement, HOME Investment Partnerships Program (HOME), Emergency Solutions Grants (ESG), and other HUD-related programs. The Mayor, or designee, is authorized to sign all necessary documents in furtherance of this agreement.

10. PASCUA YAQUI TRIBE GAMING GRANT (RESOLUTION NO. R2020.15)

Jeff Kulaga, Town Manager / Clerk, stated that in March, Councilmembers approved several gaming grant resolutions authorizing staff to submit gaming grant funding requests, one of which was a \$65,000 to fund public safety personnel for various cultural events. A representative from the Pascua Yaqui Tribe recently contacted staff to inquire about additional funding needs for the Town. As a result, staff is including an additional funding request of \$60,750 for Community Action Program needs. Resolution No. R2020.15 replaces Resolution No. R2020.11.

Motion by Councilmember Bravo to approve agenda item G10; second by Vice Mayor Vital; motion passed unanimously on a roll call vote 7-0.

Councilmembers adopted RESOLUTION NO. R2020.15 authorizing the submittal of an application for a grant of \$125,750 from the Pascua Yaqui Tribe for cultural event public safety purposes and Community Action Program resources. The Mayor, or designee, is authorized to sign all necessary documents in furtherance of this grant application.

11. PROPOSED FISCAL YEAR 2020/2021 TOWN BUDGET INTRODUCTION

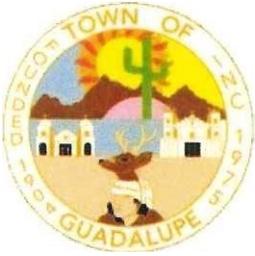
Jeff Kulaga, Town Manager / Clerk, presented the proposed fiscal year 2020/2021 Town budget which totals \$9.2 million. The \$5.3 million General Fund comprises 57% of the total budget. Staff has reduced the overall budget by 22%, compared to the previous year's budget. Much of the budget reductions consisted of reducing the grant fund and transferring court services to Tempe Municipal Courts. The Sewer Fund increased by 164%, which is a result of receiving a \$518,000 Community Development Block Grant funding from Maricopa County, for sewer line repairs.

COVID-19 pandemic impacts to the General Fund forecast include: local sales taxes will decline to \$1.4 million, versus \$1.9 million last year; transient occupancy taxes have decreased 75%; state shared sales taxes, restaurant taxes, and bar taxes have all declined. Current revenue amounts are comparable to 2015 revenues. In working with a consultant, staff discovered that no forecasts have been prepared based on a pandemic. Due to the declining revenues, it will require the use of \$1.3 million of the General Fund reserve balance, which comprises 26% of the proposed budget.

There is a remaining balance in the Municipal Court fund for any transition expenses after July 1, 2020. Staff anticipates an annual recurring savings of \$190,000 as a result of transitioning the Court to the Tempe Municipal Court.

Staff is recommending reducing funding for a Building Inspector, currently with Dibble Engineering, with the intent to contract out for these services. 65% of the General Fund consists of the Maricopa County Sheriff's Office (MCSO) and the Fire Department. The Cemetery fund has increased 68% due to needed repairs for the gate and walls.

In the Grant Fund, Salt River Project through the neighborhood aesthetic funds of \$245,000 will underground power lines above Guadalupe Road and the Town will provide \$45,000 for street light pole replacement as part of the project. The Highway User Revenue Fund (HURF) is used to maintain streets and rights-of-way. The Local Transportation Assistance Fund offsets the costs of Senior Center programming and services. The annual municipal bond payment of \$292,000 expires in 2023. \$636,000 of the General Fund balance is allocated to support various other funds.



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Mr. Kulaga noted that utilizing 26% of General Fund reserves to balance the budget is not a sustainable financial practice. The MCSO contract is \$2 million; and, the Fire Department is approximately \$1.3 million. Reducing expenditures is exceedingly difficult. The overall budget is \$115,000 less than the previous fiscal year. The estimated General Fund balance for the upcoming fiscal year is approximately \$1.385 million. Staff is deferring the bond payment for this fiscal year to July 1, 2020, which results in a \$272,000 savings.

In terms of revenues, the Town did well through February; however, since that time, revenues are expected to decrease due to COVID-19 impacts, creating a \$1.3 million funding gap where expenditures are exceeding revenues for FY21.

No employee salary or wage increases are recommended. The town employs 33 employees, 13 of which are making minimum wage. The elimination of the Courts results in an annual recurring savings. COVID-19 accelerated the Towns' dire financial condition. It is critical that the Town achieve fiscal stability. There is no funding capacity for capital repairs, equipment replacement, wage increases, or unexpected expenses.

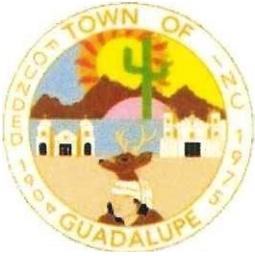
Difficult expenditure reduction choices exist that would directly impact service delivery to the community. Challenges include resolving the short term deficit. Staff is exploring state or federal financial relief, and is seeking alternatives to municipal service delivery, such as transitioning the municipal court to the City of Tempe. The Town is in need of recurring revenue generators.

Mr. Kulaga reviewed one-time revenues received this fiscal year, and how those monies will be allocated. Implementing a property tax was considered and dismissed. Staff issued a Request for Proposals for investing in Town-owned properties. Staff pursued several grants and sought alternative service delivery for police, fire, courts, and solid waste services. The Town contracted with a new solid waste provider, which resulted in a better rate for customers. Staff has also worked on revising Mercado leases.

Going forward, staff is seeking guidance on the following:

- Having Town-owned properties appraised; and, consider development opportunities
- Actively advocate for federal recovery and relief
- Reconsideration of implementing a property tax; elections for property taxes occur in May
- Assess Town fees for the cemetery and parks; Fire Department costs; Senior Center meals; Community Action Program costs
- Issue a Request for Proposals for Auditor services
- Partner with MCSO
- Firefighter personal time off analysis
- Review revenues monthly, through October
- Review Arizona State University town-owned property analysis
- Review the status of the Mercado
- Consider leasing opportunities of Town Hall office space
- Pursue grants

Mr. Kulaga stated that Arizona State University students are assessing how much revenue Town-owned properties would generate from retail activity. He then reviewed Biehn Colony Park rental fees and cemetery burial fees, compared to other municipalities.



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Staff will present the tentative budget for adoption on May 28, 2020. Adoption of the final budget is scheduled for June 25, 2020. Staff will continue to monitor the COVID-19 impacts through December, and its impact to the economy; and explore state and federal stimulus packages. Mr. Kulaga stated that he participates in weekly conference calls with state and federal representatives concerning local stimulus funding opportunities. Difficult decisions may be needed by December if the economy does not improve and if a financial stimulus package is not forthcoming.

Councilmembers discussed the lack of community pride, trespassing on private property, and the cost to the community as a result of vandalism on public property; the need for community members to take responsibility for taking better care of community assets; and, the need for community members to report criminal activity directly to MCSO. The development community has indicated that it is not interested in investing in Guadalupe due to the high crime rate. Outside the community, there is a perception questioning what the Town is doing to help itself. Perhaps it is time to reconsider implementing a property tax. Participating in the Census is critical to the Town receiving funding. The Town is in a dire financial position.

Laura Nachmanson, community member, volunteered to assist community members with filling out their Census, and agreed that community members need to be held accountable.

H. TOWN MANAGERS' COMMENTS

Jeff Kulaga, Town Manager / Clerk

- The recent repaving and pot hole repair projects have been completed.
- The street restriping project will begin on Saturday. The Maricopa County Sheriff's Office will provide assistance with this project.
- Urgent sewer repairs are complete.
- A house demolition was recently completed to accommodate a bridge improvement project over Interstate 10.
- The Avenida del Yaqui street improvements plans are 60% completed.
- Old Town Hall demolition is scheduled for June 1, 2020.
- Senior Center and Community Action Program staff are providing meals and food distribution services.
- Fire Department personnel are responding to calls for service.
- Public Works staff is cleaning streets and alleys.
- Thanked staff for meeting set up, budget preparation, and assistance with the Mercado rent deferral program.
- Census response state-wide average is 56%; Maricopa County is 60% response rate; and, Guadalupe is at a 44% response rate. Participation in the Census results in increased state shared revenues.

I. COUNCILMEMBERS' COMMENTS

Councilmember Sánchez

- Thanked staff for their work.
- Would like to explore the use of the Chain Gang to assist with parks and cemetery clean up.

Councilmember Anita Cota

- Thanked staff for their work.
- Thanked Mayor Molina for her leadership; and, Councilmember Bravo for holding the community accountable for their actions.
- She has received complaints regarding weeds in alleys.
- Continue social distancing and stay healthy.
- Thoughts and prayers for those affected by COVID-19.



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Councilmember Bravo

- o Thanked staff for their work.
- o Thanked community members for understanding the position the Town is in; and, encouraged participation in the Census.
- o Thanked audience members.

Vice Mayor Vital

- o Thanked staff for their work.
- o Thanked viewers and audience members.
- o Tuesday, May 19, 2020 – Graduation cruise. Wear a mask; no social gatherings allowed.
- o If community members are not feeling well, stay home. Wear a mask when going outside.

Mayor Molina

- o Thanked staff for their work.
- o Tuesday, May 19, 2020 – seeking volunteers to assist the Community Action Program staff with food distribution.
- o Congratulations to 2020 Guadalupe graduates.

J. ADJOURNMENT

Motion by Vice Mayor Vital to adjourn the Regular Council Meeting; second by Councilmember Bravo. Motion passed unanimously on a voice vote 7-0.

The meeting was adjourned at 8:12 p.m.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the May 14, 2020, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Jeff Kulaga, Town Manager / Town Clerk



May 28, 2020

Town Manager's Tentative Fiscal Year 2020/2021 Budget Message

Honorable Mayor and Town Council:

Thank you for the opportunity to present the tentative fiscal year 2020/2021 (FY21) annual budget for the Town of Guadalupe. The intent of this tentative FY21 budget is to identify and allocate available fiscal resources to deliver quality services to Guadalupe residents, the business community, and visitors in an efficient and fiscally responsible manner. Unfortunately, the financial impact from COVID-19 has placed the Town of Guadalupe in a fiscally precarious position. The tentative FY 21 budget projects expenditures exceeding revenues in order to maintain the current level of Town services.

The detrimental economic impacts of COVID-19 directly reduces the revenue projections in the tentative FY 21 budget. For FY21, annual General Fund revenue projections are 20% less than FY20 and Highway User Revenue Funds (HURF) are 26% less than FY20. Because of COVID-19 related revenue reductions, the tentative budget relies heavily on the General Fund cash reserves.

Barring any quick economic turnaround or relief grants, the impact of lost revenue due to COVID-19 will require thoughtful decisions about the delivery of future Town services. Expenditure reductions equating to eliminating Town departments and services would be required. Reliance of this level of reserves to balance an annual budget is far less than optimal and does not position the Town of Guadalupe in a fiscally sustainable position for the future.

The tentative Town of Guadalupe FY 21 budget totals \$9,294,200 which is a 23 % decrease of \$2,714,097 compared to the FY20 budget of \$12,008,297. The overall budget of \$9,294,200 consists of the General Fund, Special Revenue Funds and the Grant Fund. The General Fund supports daily town operations, services, and programs. The Special Revenue Funds include funds for specific town services and the Grant Fund includes both secured and prospective grants to directly fund specific projects or programs.

The 23% decrease is primarily due to a 65.7% decrease in the grant fund from to \$4,344,444 to \$1,489,828. This grant fund decrease is a direct result of COVID-19. Various granting agencies or grantors have indicated that due to COVID-19, less grant funds will be available. As a result, Town staff identified only essential town services, programs, and equipment needs for FY21 grant funding opportunities. As with all annual budgets, the \$1,489,828 grant fund amount does not reflect awarded or approved grants to the Town of Guadalupe. Rather, this amount reflects the total grant amounts being pursued.

The General Fund is the largest town fund including Mayor and Council, Town Magistrate, Town Manager, Town Clerk, Administration, Community Development, Finance, Information Technology, Town Attorney, Building Maintenance, Fire Department, Police Services, Cemetery, Parks, and Library cost centers. The FY 21 General Fund is at \$5,313,859 which reflects a 2.1% decrease over the FY20 adopted \$5,429,165 amount. The annual expenditures are funded through a number of revenue sources with the largest revenue categories: local sales tax, \$1,498,817; urban revenue sharing, \$865,093; and state shared sales tax, \$441,842. The projected FY21 revenues are \$1,029,710 less than FY20 or a projected 21%. This requires the use of General Fund reserves to balance the budget. The largest expenditures are the Fire Department at \$1,337,907 and police services, the contract with Maricopa County Sheriff's Office at \$2,098,876, which combined account for 65% of the total FY 21 General Fund budget.

Importantly, because FY21 expenditures exceed FY21 revenues, the tentative FY21 budget relies on \$1,385, 692 of General Fund reserves to balance the budget. The \$1,385,692 represents the entire General Fund cash reserves.

Use of the entire reserve does not allow funds for unexpected costs or emergencies, maintenance of aging infrastructure, facility repairs, and equipment replacement, which continues to strain the Town's limited resources.

Should expenditures exceed revenues at this level in FY22, there will be no General Fund reserves available to fill the gap and balance the budget as required by state statute. As stated and as projected in the five-year forecast, continued use of reserves to balance the budget is not a fiscally sustainable approach for the Town of Guadalupe. Expenditures cannot exceed revenues.

The tentative FY21 Special Funds totals \$ 2,043,657 and provides for Senior Center and Community Action Program (CAP) services, street maintenance, sewer and refuse services, Mercado operations, and the annual Town bond payment. Overall, the General Fund accounts for 45% of the total Town budget, and the Grant Fund and Special Funds account for 38% and 17%, respectively.

COVID-19 impacts required an in depth examination of town finances and services. Reliance on cash reserves is less than optimal. Alternatively, reducing expenditures would lessen the dependence on reserves. However, because the town is already at minimum essential service levels to properly operate as an incorporated municipality, options are not available without completely eliminating town service areas. This would include exploring alternative, less expensive, service delivery options for the Senior Center, CAP, Fire Department, Clerk, Financial and MCSO.

With limited expenditure reduction opportunities, it is of critical importance for the Town of Guadalupe to consider and realize increased and recurring revenue generators. Recovery from COVID-19 revenue losses will require difficult decisions of historic proportion. It remains uncertain how long it will take for the overall economy to recover. Jurisdictions across the United States are facing similar financial challenges, with long-term consequences.

COVID-19 increased and accelerated the strain on the Town's fiscal position. During the past few months, Mayor and Town Council provided guidance and support throughout the development of this tentative FY 21 budget. With the Town Council's leadership and Town's staff's analysis, we are able to propose a balanced tentative budget for FY21 only by using existing cash reserves and funds balances. This tentative FY21 budget continues to work toward achieving long term financial sustainability, where Town of Guadalupe expenditures do not exceed revenues. This budget proposes further analysis of the CAP, Senior Center, and general funds to further reduce spending while providing public services to the Guadalupe community.

Lastly, I thank the Town Council for their leadership and support and Town employees for their daily efforts in delivering quality services to the residents of Guadalupe, specifically for these uncertain times of COVID-19.

Sincerely,



Jeff Kulaga, Town Manager/Clerk



**Tentative FY 2021 Budget
Executive Summary
May 28, 2020**

Preparation of the Tentative Fiscal Year 2020/2021 (FY 21) Budget

The preparation of the FY 21 budget takes into account expected COVID-19 related revenue reductions, an updated five-year financial forecast, the goal to maintain current service levels and the need for critical infrastructure repair and replacement. Over the past few months, every revenue source and expenditure line item in the budget was reviewed by examining the current FY 20 budget, the FY 18 and FY 19 expenditures, the year-to-date revenues earned and expenditures through February 2019 and the projected COVID-19 revenue reductions and ongoing expenditures for the remaining FY 20, through June, 2019. The tentative FY 21 line item budget amount increases or decreases were established based on this comprehensive review process.

The maximum amount that a department may spend within each fund is outlined on the Auditor General Budget Forms, and all budget transfers from one department's budget to another require Council approval. Line items within the department's budgets will be managed by each Department Manager. This budget proposes the expenditure limit for the Town in FY 21 of 9,294,200, meaning once approved by Town Council, expenditures for the year cannot exceed this approved amount.

Overall, loss of revenue due to COVID-19 are expected, as a result expenditures will dramatically exceed revenues causing the use of reserve funds to balance the budget. Importantly, while no service or staff reductions are, employee salaries and wages are remaining constant. With the exception of minimum wage increases, Town of Guadalupe employees have not received a salary increase for three consecutive years. No salary or wage increases are in the FY 21 budget.

**FUND OVERVIEW
GENERAL FUND**

GENERAL FUND EXPENDITURES EXCEED REVENUES

At the end of FY 19, the Town had a General Fund balance or reserve of \$1,305,863. This marked the second consecutive year where the Town of Guadalupe added to the balance with revenues exceeding expenditures. Based on revenue and expenditure estimates and transfers out to other funds, the FY20 year-end General Fund balance is projected to be \$1,385,692. Should this occur, this would mark the third consecutive year revenues would exceed expenditures. The is \$1,385,692 projected balance is used as the beginning General Fund balance for FY21 and reflects significant expenditure savings of \$85,000 from Municipal Court, \$254,000 from contingency and a deferred Municipal bond payment of \$275,000. These savings allow for a greater General Fund reserve balance and higher than expected revenues in February and March of 2020, prior to the COVID-19 outbreak.

The FY21 General Fund revenues are projected to be \$3,928,167. This revenue projection is 21% less than FY20 adopted revenues and is about equal to FY15 actual revenues. This reduction is due to COVID-19 and its direct negative impact to local sales and hotel taxes and state shared revenue collections.

General Fund expenditures are projected at \$5,313,859. To meet the tentative expenditure amounts, \$1,351,867 in General Fund reserve will be used to balance the FY 21 budget. General Fund expenditures are projected to exceed revenues by \$1,351,867 which includes a capital outlay amount of \$43,319 which replaces and reduces the FY20 contingency fund of \$254,000.

Similar to the FY20, contingency fund of \$254,000, the \$43,319 capital outlay is recommended to be included in the FY21 General Fund budget. This allows an emergency amount to be set aside to provide for unexpected emergency expenditures or events. Use of capital outlay requires approval of Town Council.

Due to COVID-19 related revenue reductions, a General Fund reserve balance of \$43,319 is projected for year-end of FY 21, without the use of the capital outlay. To emphasize: barring any quick economic turnaround, a COVID-19 relief grant or a significant expenditure reduction during FY21, Town General Fund reserves will be exhausted

Reliance on use of the entire General fund reserve amounts places the Town of Guadalupe to an unsustainable fiscal future.

GENERAL FUND REVENUES

Two primary revenue categories in the General Fund are local taxes, including sales taxes for retail, construction and bed taxes; and intergovernmental revenues, including state shared sales tax, income tax, and auto lieu tax. The intergovernmental revenues are population based. COVID-19 directly decreases state shared sales, local sales, transient occupancy and restaurant taxes projections. The FY 21 revenue projections include the following decreases in revenues: \$205,233 state shared sales tax, \$342,564 local sales tax, \$164,350 Transient occupancy tax, \$96,960 vehicle in lieu tax. General Fund revenues projections are \$1,029,710 less than the adopted FY20 revenues without considering use of reserve funds.

GENERAL FUND EXPENDITURES

The projected FY21 General Fund expenditures totals \$5,313,859, which is a 2.1 decrease from the FY 20 General Fund budget.

Town services are provided by 18 full-time employees and 15 part-time employees, not including 42 reserve firefighters. No new positions and or salary or wage increases proposed for FY 21. The tentative FY 21 General Fund personnel cost are \$2,304,374 and operational cost are \$3,009,845.

GENERAL FUND COST CENTER / DEPARTMENTAL SUMMARIES

The major additions/deletions to expenditures in the General Fund FY21 as compared to the FY20 adopted budget are as follows:

- **Mayor & Council** – No change.
- **Municipal Courts** – Decrease of \$187,023. Town of Guadalupe Court services are to be provided by the City of Tempe Courts through an Intergovernmental Agreement for an initial 3 year term with two possible 5 year extension.
- **Town Manager** – Decrease of \$12,955. Decrease of professional services from \$25,000 to \$10,000. The \$10,000 of professional services allows for:
 - Commercial Real Estate and related services: \$10,000
- **Administration** – Decrease of \$176,480 by eliminating the contingency and eliminating the need for a public defender. FY21 transfers out to other funds are as follows:
 - \$117,1400 to HURF
 - \$97,075 to the Senior Center
 - \$68,554 to the Community Action Program
 - \$21,443 to LTAF/ Senior Center Transportation Program
 - \$45,000 to the Grant Fund
 - \$287,350 to the Municipal Property Corporation
- **Finance** – No change

- **Town Attorney Services** – Decrease of \$51,500 due to elimination of the public defender expenditure as a result of the Courts Services IGA with the City of Tempe. Also, \$10,000 is included for special topic legal services such as telecommunications related matters.
- **Town Clerk** – Increase of \$6,578 primarily for August and November election related expenses.
- **Community Development** – Increase of \$65,798 as a result of collapsing the building inspector cost center into community development. Note while Community Development increases, overall this represents a reduction in Building Inspector expenditures. The contractual Inspector agreement with Dibble Engineering be eliminated and the Town hires a part time Inspector. Similar in approach as the Deputy Clerk position.
- **Information Technology** – Decrease of \$1,809
- **Building Safety** – Decrease of \$91,360. Cost center eliminated and combined with Community Development. Dibble Engineering agreement terminated resulting savings estimated at \$35,000.
- **Building Maintenance** – Increase of \$10,806 due to increase in building repairs and materials.
- **Police Department (MCSO)** – Increase of \$124,576 or 6.4% to \$2,055,943 due to an increase for the Maricopa County annual contract on behalf of the Maricopa County Sheriff's Office for public safety and law enforcement services. Since FY 16, over the past four years, this contract amount has increased \$580,615.
- **Fire Department** – Increase of \$118,063 primarily due to a \$65,971 fire truck payment and \$73,343 in personnel costs.
- **Cemetery** – Increase of \$8,957 due to allocated funds for block wall and gate repairs.
- **Parks** – Increase of \$29,612 due to personnel cost reconciliation.
- **Library** – Decrease of \$766.

SPECIAL FUNDS

HIGHWAY USER REVENUE FUND (HURF)

HURF REVENUES

HURF projected revenues of \$613,858 for FY 21 results from HURF funds of \$326,009. This is an \$116,319 reduction or 26% from FY20 projected due to COVID-19 impacts. The HURF fund balance of \$167,909 and a General Fund transfer of \$117,440 provide the remainder of the funding required to balance the FY21 budget.

HIGHWAY USER REVENUE FUND (HURF) EXPENDITURES

The tentative FY 20 HURF expenses are \$613,858 a decrease of \$30,272 from FY20. The significant HURF expenditure for FY21 is the local match of \$180,000 required for the \$3.5 million federally funded Avenida del Yaqui street renovation project including improved sidewalks and bike lanes. The HURF expenditures support all operations related to street maintenance and repair, street lighting, signs, signals, striping, school crosswalks, and speed bumps. XX Personnel costs are \$202,787 and water service and electricity are the largest HURF operational expenditures, with a combined total of \$84,242.

LTAF REVENUES

LTAF projected revenues of \$38,044 for FY 21 result from two key sources: HB 2565 Transit funds of \$16,601 and a transfer from the General Fund of \$21,443. The transfer from the General Fund is required to subsidize LTAF expenses and balance the LTAF budget.

LTAF EXPENDITURES

The LTAF FY 21 expenditure of \$38,044 is a slight decrease of \$1,178 or 3.0% from FY 20. Senior Center transportation services for home meal delivery, programs, and activities are funded through LTAF monies.

SENIOR CENTER FUND

SENIOR CENTER REVENUES

Senior Center projected revenues of \$241,563 for FY21 result from two key sources: an Area Agency for Aging grant of \$138,872; and, a transfer from the General Fund of \$97,075. The Area Agency for Aging grant monies remain fairly constant, and are received for four programs: congregate meals, home delivery meals, senior center operations, and transportation income. Senior Center expenditures exceed Senior Center revenues. As a result, the General Fund transfer of \$97,075 is required to subsidize expenses in order to balance the Senior Center budget.

SENIOR CENTER EXPENDITURES

The Senior Center expenditures of \$241,563 is an increase decrease of 1.1% compared to the FY 20 expenditure of \$238,950. Senior Center expenditures consist of four service areas:

- Congregate meals: \$120,682
- Home Delivery meal: \$67,799
- Center programming and operations: \$47,771
- Transportation: \$5,311

Senior Center expenditures fund Senior Center programs, classes, activities, supplies, daily meals, and home delivered meals. Personnel costs for the four Senior Center service areas are \$148,967; 62% and operational costs are \$92,596; 38%.

COMMUNITY ACTION PROGRAM FUND

COMMUNITY ACTION PROGRAM (CAP) REVENUES

CAP projected revenues of \$143,553 for FY 21 is a decrease from FY 20 of 24% from \$188,816 resulting primarily from the expiration of a Pascau Yaqui Tribe grant. Maricopa County Assistance funds of \$35,000, a carryover from a Gila River grant of \$40,000 from FY 20, and a transfer from the General Fund of \$68,553 account for the CAP revenues. The transfer from the General Fund is required to subsidize CAP expenses and balance the CAP budget because CAP expenditures exceed CAP revenues. Notable, the Maricopa County Assistance of \$20,000 provide CAP funding through December 30, 2020, at which time future funding will be reviewed.

CAP EXPENDITURES

The CAP expenditures of \$143,554 is a 24% decrease from FY20 and is primarily due to the expiration of a grant program expenditures. CAP provides utility assistance and rental assistance programs to eligible individuals; distributions of emergency food boxes and senior food boxes. CAP provides notary services and provides staff support to annual Town-hosted events. Personnel costs for CAP are \$89,220, 62% and operational costs are \$54,334, 38%.

HOUSING PROGRAM REVENUES

The Housing Program Fund is a pass through account where revenues collected are directly used for specific program expenditures. It is projected this fund will collect \$44,600 in FY 21. This cost center is a remnant of the Town's Housing program. In FY 21, staff is working to transmit these collections to the GCD to eliminate this pass through account.

MERCADO FUND

MERCADO REVENUES

Mercado projected revenues of \$178,949 is a \$25,758 increase, or 16.8%, compared to FY20 increased rent collections and use of \$10,789 of Mercado fund balance monies. Patio rental revenue projections decrease due to COVID-19.

MERCADO EXPENDITURES

The Mercado expenditure of \$78,949 is an increase of \$25,758 compared to FY20. Of note, Mercado recurring expenses include: \$46,125 for electricity, \$40,250 for building repairs, and \$7,500 for water and sewer. Mercado expenses also include staff administrative oversight and management of the Mercado property.

SEWER FUND

SEWER REVENUES

Sewer projected revenues of \$666,685 is a 161% increase from FY20 due to a \$517,828 CDBG grant to fund priority sewer line repairs as identified in the Wastewater Collection System Assessment, October 2020. The three revenue sources are: sewer user fees of \$104,069, prior year fund balance of \$32,288 and investment earnings of \$12,500. Sewer Fund expenditures exceed revenues resulting in the use of the prior year fund balance monies. With the use of \$132,288 of fund balance monies, the projected year-end FY 21 sewer fund balance is \$605,974.

It is recommended that the monthly \$6.00 per utility rate payer fee increase to \$8.00 to provide increased funding for sewer line repair and replacement. The system is more than 40 years old and beginning to deteriorate.

SEWER EXPENDITURES

The Sewer Fund expenditure of \$666,685 is a 161% increase from the FY20 due to the grant fund project. Personnel costs for the sewer fund are \$76,989, 12% and operational costs are \$589,696, 88%.

SOLID WASTE FUND

SOLID WASTE REVENUES

Solid Waste Fund projected revenues of \$297,308 for FY 21 result from solid waste user fees. The user fee of \$275,910 is based on a residential fee of \$20.75 per container, per month. This fee reflects a new contract with RAD Disposal.

SOLID WASTE EXPENDITURES

The Solid Waste Fund expenditure of \$275,910 accounts for a RAD Disposal service rate and liability insurance fees. With the new RAD Disposal contract, it is estimated a \$21,396 revenue will be added to the Solid Waste Fund balance increasing the fund to \$149,352.

MUNICIPAL PROPERTY CORPORATION (MPR) REVENUES

The MPR does not realize revenues. A transfer of \$292,200 from the General Fund is used annually to fund MPR expenses.

MPR EXPENDITURES

The MPR expenditure of \$292,900 is a combination of the bond principal and interest. The bond funds the cost of construction of Town Hall, purchase of Town Hall property, construction of two retention basins, and installation of street lights.

GRANT FUND

GRANT REVENUES

Projected FY 21 grant revenues of \$1,364,078 is a significant decrease of \$12,854,616, 66% compared to FY 20, primarily due to reducing number of gaming grant submittals due to COVID-19. Of this revenue, the SAFER grant of \$128,078 and the Salt River Project grants of \$421,000 have been awarded. Various grants have been submitted, but have not yet been awarded. Additionally, \$550,000 of grant capacity has been budgeted should other grant opportunities become available.

GRANT EXPENDITURES

All gaming grant expenditures must align directly with specific purposes as awarded by the granting agency, and, expenditure of grant funding requires Council approval.

General Fund Reserve and Fund Balance

In FY 21, it is projected that the FY 21 year-end General Fund balance is estimated at \$0.00. As stated, the FY21 expenditures exceed revenues and the entire fund balance will be used to fill the gap. This is by no means a sustainable budget practice. The detrimental economic impacts of COVID-19 thrust the Town into this tenuous financial position.

The General Fund consists of Town revenues for expenditures related to general services provided by the Town, such as public safety, fire, parks, courts, and administration services. The General Fund is considered to have a high level of risk to operations due to its dependence on limited revenue streams that are susceptible to economic downturns and revenue reduction impacts from outside agencies. Because of this susceptibility, COVID-19 devastated the General Fund. The General Fund is the main funding source when responding to unexpected events or emergencies.

Enhanced and creative efforts to generate new and recurring revenues, reduce expenditures, and restructure Town finances is essential.



Tentative
Fiscal Year 2020-2021
Annual Budget

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FY2020-2021 BUDGET SUMMARY

FY21 Budget Summary								
FUND						FY 21 - FY 20 Comparison		
	Audited	Audited	Audited	Adopted	Projected	FY 21	FY 21 - FY 20	FY21-FY20
	FY17	FY18	FY19	FY20	FY21	% of total	\$ change	% change
General Fund	\$5,690,855	\$5,240,585	\$4,874,228	\$5,429,165	\$5,313,859	57.2%	-\$115,306	-2.1%
Special Revenue								
LTAf	\$28,981	\$34,298	\$33,482	\$39,222	\$38,044	0.4%	-\$1,178	-3.0%
HURF	\$630,830	\$647,406	\$584,313	\$644,130	\$613,858	6.6%	-\$30,272	-4.7%
Senior Center	\$212,330	\$216,126	\$221,543	\$238,950	\$241,563	2.6%	\$2,613	1.1%
CAP	\$87,405	\$132,363	\$138,636	\$188,816	\$143,554	1.5%	-\$45,262	-24.0%
CDBG/Other Housing	\$90,162	\$308,185	\$699,980	\$44,600	\$44,600	0.5%	\$0	0.0%
Grant Fund	\$3,128	\$154,636	\$448,922	\$4,344,444	\$1,489,828	16.0%	-\$2,854,616	-65.7%
Enterprise								
Sewer	\$271,094	\$207,662	\$241,649	\$255,002	\$666,685	7.2%	\$411,683	161.4%
Refuse	\$316,496	\$326,755	\$353,736	\$377,877	\$275,910	3.0%	-\$101,967	-27.0%
Tianguis	\$168,596	\$156,909	\$160,375	\$153,191	\$178,949	1.9%	\$25,758	16.8%
Bond								
MPC	\$290,450	\$289,300	\$294,319	\$292,900	\$287,350	3.1%	-\$5,550	-1.9%
Total Annual Expense:	\$7,790,327	\$7,714,225	\$8,051,183	\$12,008,297	\$9,294,200	100.0%	-\$2,714,097	-22.6%

7-May-20

General Fund Revenue

GENERAL FUND REVENUE

							Adopted	
							Budget	Proposed
							FY2020	2021
			FY17	FY18	FY19			
			Audited	Audited	Audited			
GENERAL FUND								
Revenues								
Revenues	4110 Local Sales Tax		1,655,380	1,868,179	2,127,077		1,900,000	1,498,817
Revenues	4120 Franchise Tax		23,948	26,574	26,303		26,500	26,697
Revenues	4180 Transient Occupancy Tax		400,511	405,035	364,824		405,000	101,226
Revenues	4210 Alcoholic Beverage License		5,650	8,050	6,450		8,000	6,728
Revenues	4220 Restaurant Bar Tax		336,128	269,394	292,579		260,000	159,663
Revenues	4230 Business License		16,120	9,850	10,425		10,000	10,957
Revenues	4250 Building Permits And Fees		28,863	116,853	21,474		25,000	39,527
Revenues	4260 Billboard Revenues		58,733	59,297	64,174		57,433	63,081
Revenues	4340 Urban Revenue Sharing		755,711	784,774	790,177		863,634	865,093
Revenues	4360 State Sales Tax		566,627	610,177	656,929		685,699	441,842
Revenues	4380 Other Revenue From Govern. Agencies		1,306,079	191,091	157,035		248,600	304,538
Revenues	4380 Wildland Reimbursements		114,095	158,167	75,176		0	50,000
Revenues	4390 Vehicle-In-Lieu Tax		243,717	262,424	280,769		297,942	207,054
Revenues	4810 Traffic Fines		38,024	30,417	19,922		30,000	0
Revenues	4840 Appearance Bonds		1,300	650	1,450		0	0
Revenues	4850 Jcef Revenues		1,792	0	6,144		10,000	0
Revenues	4910 Investment Earnings		3,471	12,336	20,161		10,500	14,554
Revenues	4920 Rent And Concessions		87,072	82,303	89,475		82,269	86,477
Revenues	4950 Town Permitting Fees		24,123	17,809	16,722		17,300	21,714
Revenues	4950 Insurance Claims Paid		0	0	0		0	0
	4000 Other Financing Sources		0	563,036	0		0	0
Revenues	4960 Event Revenue		2,800	8,725	17,264		20,000	30,199
	Fund Balance Carryforward-General Fund		0	0	0		471,288	1,385,692
TOTAL GENERAL FUND REVENUES			5,670,094	5,485,141	5,044,530		5,429,165	5,313,859

General Fund Expenditures

MAYOR COUNCIL DEPARTMENT BUDGET 01-8010 GENERAL FUND

Expenditures		FY17	FY18	FY19	Adopted	Proposed
		Audited	Audited	Audited	Budget	2021
					FY2020	
8010 Mayor And Council						
Expenses	6020 Salaries	43,800	58,800	59,500	58,800	58,800
Expenses	6110 Fica	3,351	4,498	4,552	4,498	4,498
Expenses	6140 Workmen's Compensation	110	156	287	235	235
Sub-Total Personnel Costs		47,261	63,454	64,339	63,533	63,533
Expenses	6211 Office Supplies	251	155	445	400	403
Expenses	6212 Printing And Duplicating	299	25	94	200	203
Expenses	6228 Operating Expense	140	380	0		
Expenses	6240 Small Tools & Equipment	1,181	0	0	200	202
Expenses	6410 Professional Services	135	0	0		
Expenses	6451 Telephone Expense	1,084	1,108	1,111	1,100	1,135
Expenses	6452 Postage & Mailing	0	0	0	100	100
Expenses	6501 Travel Expense	-13	0	0		
Expenses	6502 Mileage Reimbursement	762	343	0		
Expenses	6703 Dues, Subscriptions And Memberships	0	2,706	0		
Expenses	6707 Meetings And Business Entertainment	417	839	234	1,200	0
Expenses	6708 Miscellaneous Charges	0	0	0		0
Expenses	6750 Conferences And Training	1,874	995	135		
Sub-Total Operating Supplies & Services		6,130	6,551	2,019	3,200	2,043
		53,391	70,005	66,358	66,733	65,576

MUNICIPAL COURT 01-8030 GENERAL FUND

		FY17	FY18	FY19	Adopted Budget	Proposed
Expenditures		Audited	Audited	Audited	FY2020	2021
8030 Municipal Court						
Expenses	6020 Salaries	101,124	107,323	91,653	111,490	39,280
Expenses	6040 Fees For Services	22,947	44,129	45,894	45,894	0
Expenses	6110 Fica	7,736	8,211	7,111	8,529	0
Expenses	6120 Pension	11,471	12,201	10,591	13,156	0
Expenses	6140 Workmen's Compensation	256	289	452	445	0
Expenses	6150 Group Health Insurance	24,898	26,369	19,346	20,310	0
Expenses	6160 Unemployment Insurance	783	447	183	783	0
Expenses	6170 Life Insurance Expense	129	129	113	86	0
Sub-Total Personnel Costs		169,344	199,098	175,343	200,693	39,280
Expenses	6211 Office Supplies	693	1,183	931	1,350	0
Expenses	6212 Printing And Duplicating	727	447	205	1,000	0
Expenses	6228 Operating Expense	0	0	0	100	0
Expenses	6240 Small Tools & Equipment	0	378	0	0	0
Expenses	6411 Auditing Services	0	2,700	0	0	0
Expenses	6412 Consulting Services	3,170	0	0	200	0
Expenses	6416 Professional Services	385	404	422	450	10,000
Expenses	6417 Jcef-Ftg	2,042	6,997	3,961	10,000	0
Expenses	6451 Telephone Expense	1,101	1,651	1,931	1,200	0
Expenses	6452 Postage & Mailing	1,126	894	547	1,700	0
Expenses	6501 Travel Expense	0	0	0	350	0
Expenses	6502 Mileage Reimbursement	343	628	126	300	0
Expenses	6703 Dues, Subscriptions And Memberships	25	150	150	25	0
Expenses	6706 Maintenance Contracts	8,434	7,359	7,652	11,785	0
Expenses	6708 Miscellaneous Charges	1,073	1,093	1,387	1,500	0
Expenses	6709 Contractual Services	10,089	2,145	4,480	4,000	
Expenses	6710 Equipment Repair Services	0	0	0	300	0
Expenses	6750 Conferences And Training	710	751	1,415	1,350	
Expenses	6830 Contractual Building Construction	0	2,101	0	0	
Sub-Total Operating Supplies & Services		29,918	28,881	23,207	35,610	10,000
Totals For 8030 Municipal Court		199,262	227,979	198,550	236,303	49,280

TOWN MANAGER 01-8040 GENERAL FUND
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Expenditures	FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed Budget 2021
8040 Town Manager					
Expenses 6020 Salaries	43,086	72,024	81,971	78,030	80,583
Expenses 6110 Fica	3,286	5,413	5,891	5,969	6,165
Expenses 6120 Pension	1,550	4,905	7,939	9,208	9,847
Expenses 6140 Workmen's Compensation	109	193	412	311	322
Expenses 6150 Group Health Insurance	0	9,398	18,739	20,282	23,872
Expenses 6160 Unemployment Insurance	1,106	719	164	815	413
Expenses 6170 Life Insurance Expense	0	37	77	70	103
Expenses Sub-Total Personnel Costs	49,137	92,689	115,193	114,685	121,305
Expenses 6211 Office Supplies	85	547	737	400	168
Expenses 6212 Printing And Duplicating	635	1,143	1,260	700	711
Expenses 6213 Newsletters & Publishing	4	0	0	0	0
Expenses 6228 Operating Expense	3,988	1,200	476	400	412
Expenses 6235 Auto Repair Supplies\Vehicle Reg.	0	0	0	0	0
Expenses 6240 Small Tools & Equipment	42	0	0	300	0
Expenses 6411 Auditing Services				0	72
Expenses 6416 Professional Services	38,000	703	25,000	25,000	10,000
Expenses 6451 Telephone Expense	2,221	2,332	2,505	2,300	2,513
Expenses 6452 Postage & Mailing	227	579	472	450	459
Expenses 6501 Travel Expense	799	0	0	0	0
Expenses 6502 Mileage Reimbursement	0	138	201	0	0
Expenses 6510 Advertising Expense	0	0	10	0	0
Expenses 6532 Vehicle	477	477	477	500	495
Expenses 6703 Dues, Subscriptions And Memberships	8,040	8,459	8,611	14,000	10,395
Expenses 6706 Maintenance Contracts	0	0	0	0	0
Expenses 6707 Meetings And Business Entertainment	165	219	344	450	0
Expenses 6708 Miscellaneous Charges	512	202	220	300	0
Expenses 6709 Contractual Services	110	5,633	14,534	0	0
Expenses 6750 Conferences And Training	280	0	189	0	0
Expenses Sub-Total Operating Supplies & Services	55,585	21,632	55,036	44,800	25,225
Totals For 8040 Town Manager	104,722	114,321	170,229	159,485	146,530

ADMINISTRATION 01-8050 GENERAL FUND
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Expenditures	FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
8050 Administration					
Expenses 6414 Public Defender	15,800	13,600	24,404	21,000	0
Expenses 6531 Liability Insurance	53,415	57,644	30,796	57,000	55,298
Expenses 6708 Miscellaneous Charges	0	0	0	0	0
Expenses 6712 Prisoner Jail Expense	31,127	46,316	41,107	46,000	46,000
Expenses 6713 Animal Control Services	27,600	27,600	27,600	30,000	31,784
Expenses 6714 Dead Dog Removal	998	665	1,995	1,200	2,465
Expenses 6715 DOR Funding	12,590	12,838	15,653	17,476	17,598
Expenses 6780 Recognition And Awards	9,267	182	435	1,000	0
Expenses 6781 Celebration Exp. Special Events	6,946	8,678	4,950	3,000	0
6781 Celebration Exp. Sheriff	34,945	35,763	50,995	50,000	65,000
6781 Celebration Exp. Guad Days	8,832	8,155	7,855	12,000	0
6781 Celebration Exp. Christmas	7,939	5,604	15,174	16,058	10,000
Expenses 6782 Election Expense	2,075	614	198	0	0
Expenses 6783 Census Count	0	0	0	4,840	0
Expenses 6786 Contingency/Emergency				254,000	0
Expenses 6788 Old Town Hall Insurance	0	11,054	1,608	1,850	2,445
Expenses 6911 Lease Payment	0	5,019	1,520	0	0
Expenses 6999 Transfer To Grant Fund	0	0	0	45,000	45,000
Expenses 6999 Transfer To HURF		5,020	32,205	0	117,140
Expenses 6999 Transfer To LTAF		6,042	16,742	22,522	21,443
Expenses 6999 Transfer To Senior Center	64,346	63,588	66,357	93,970	97,075
Expenses 6999 Transfer To CAP	55,580	56,593	59,208	73,816	68,554
Expenses 6999 Transfer To MPC-Bond	290,450	289,300	292,245	292,900	287,350
Totals For 8050 Administration	621,910	654,275	691,047	1,043,632	867,152
Sub-Total Operating Supplies & Services	21,920	24,423	22,734	25,900	25,658
Totals For 8060 Finance Department	142,654	145,013	132,625	139,242	140,001

ATTORNEY 01-8070 GENERAL FUND

Expenditures	FY17	FY18	FY19	Adopted Budget	Proposed
	Audited	Audited	Audited	FY2020	2021
8070 Town Attorney					
Expenses 6211 Office Supplies	1,501	1,335	564	1,000	500
Expenses 6414 Legal Services	86,133	67,916	42,283	55,000	55,000
Expenses 6416 Special Topic Legal Service	39,785	50,293	77,297	61,000	10,000
Totals For 8070 Town Attorney	127,419	119,544	120,144	117,000	65,500

TOWN CLERK 01-8080 GENERAL FUND
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Expenditures	FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
8080 Town Clerk					
Expenses 6020 Salaries	30,142	12,144	21,912	26,000	26,000
Expenses 6110 Fica	2,291	929	1,703	1,989	1,989
Expenses 6120 Pension	2,262	1,152	2,344	3,068	2,711
Expenses 6140 Workmen's Compensation	74	32	109	104	104
Expenses 6150 Group Health Insurance	3,175	0	0	0	0
Expenses 6160 Unemployment Insurance	0	164	61	261	252
Expenses 6170 Life Insurance Expense	18	0	0	0	0
Sub-Total Personnel Costs	37,962	14,421	26,129	31,422	31,056
Expenses 6211 Office Supplies	289	369	121	300	174
Expenses 6212 Printing And Duplicating	1,265	6,263	4,678	700	2,070
Expenses 6228 Operating Expense	203	10	0	200	124
Expenses 6240 Small Tools & Equipment	0	169	0	0	0
Expenses 6416 Professional Services	0	0	83	0	0
Expenses 6451 Telephone Expense	172	158	160	200	177
Expenses 6452 Postage & Mailing	269	251	326	300	660
Expenses 6501 Travel Expense	0	0	0	450	0
Expenses 6502 Mileage Reimbursement	0	349	0	0	0
Expenses 6510 Advertising Expense	1,086	119	534	500	224
Expenses 6782 Election Expense	4964	114	1467	0	6,500
Expenses 6703 Dues, Subscriptions And Memberships	75	153	195	125	51
Expenses 6707 Meetings And Business Entertainment	43	0	154	0	117
Expenses 6708 Miscellaneous Charges	0	0	108	0	0
Expenses 6709 Contractual Services	3,729	2,480	3,940	0	0
Expenses 6750 Conferences And Training	87	40	350	500	122
Sub-Total Operating Supplies & Services	12,182	10,475	12,116	3,275	10,219
Totals For 8080 Town Clerk	50,144	24,896	38,245	34,697	41,275

COMMUNITY DEVELOPMENT 01-8090 GENERAL FUND

Expenditures	FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
8090 Community Development					
Expenses 6020 Salaries	23,548	23,905	23,610	23,688	23,782
Expenses 6110 Fica	1,761	1,798	1,791	1,812	1,819
Expenses 6120 Pension	2,601	2,654	2,714	2,795	2,906
Expenses 6140 Workmen's Compensation	58	64	116	95	104
Expenses 6150 Group Health Insurance	4,626	4,465	5,824	5,078	5,802
Expenses 6160 Unemployment Insurance	127	75	30	180	126
Expenses 6170 Life Insurance Expense	24	21	27	21	31
Sub-Total Personnel Costs	32,745	32,982	34,112	33,669	34,570
Expenses 6211 Office Supplies	23	109	17	150	50
Expenses 6212 Printing And Duplicating	388	464	673	650	779
Expenses 6228 Operating Expense	2,209	4,551	628	1,000	1,939
Expenses 6240 Small Tools & Equipment	0	572	0	0	35
Expenses 6416 Professional Services	3	0	1,500	0	0
Expenses 6451 Telephone Expense	1,094	822	485	600	529
Expenses 6452 Postage & Mailing	174	38	113	200	124
Expenses 6502 Mileage Reimbursement	0	0	7	0	0
Expenses 6510 Advertising Expense	0	0	0	0	0
Expenses 6706 Maintenance Contracts	124	0	0	0	0
Expenses 6707 Meetings And Business Entertainment	0	5	0	50	0
Expenses 6708 Miscellaneous Charges	60	0	21	0	0
Expenses 6709 Contractual Services	1,644	910	852	1,500	65,000
Expenses 6710 Grounds & Supplies	187	2,480	239	0	591
				0	0
Sub-Total Operating Supplies & Services	5,906	9,951	4,535	4,150	69,047
Totals For 8090 Community Development	38,651	42,933	38,647	37,819	103,617

INFORMATION TECHNOLOGY 01-8100 GENERAL FUND

Expenditures	FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
8100 Information Technology					
Expenses					
Expenses 6040 Security Services	5,700	5,700	10,611	0	9,231
Expenses 6228 Operating Expense	2,098	4,193	4,815	8,310	7,679
Expenses 6240 Small Tools & Equipment	0	0	4,169	4,000	2,446
Expenses 6412 Consulting Services	621	868	0	16,000	8,533
Expenses 6413 Website Services	1,800	4,015	4,015	0	3,371
Expenses 6710 Equipment Repair Services	0	0	0	6,000	0
Expenses 6750 SpringBrook Maint. Contr.	15,021	15,772	16,560	17,388	19,459
Expenses 6860 Software Subscriptions	12,274	5,667	7,299	9,800	8,970
Totals For 8100 Information Technology	37,514	36,215	47,469	61,498	59,689

BUILDING SAFETY 01-8120 GENERAL FUND

Expenditures		FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
8120 Building Safety						
Expenses	6211 Office Supplies	7	14	6	0	0
Expenses	6212 Printing And Duplicating	163	95	177	0	0
Expenses	6225 Fuel, Oil And Lubricants	0	0	0	150	0
Expenses	6228 Operating Expense	0	0	0		
Expenses	6235 Auto Repair Supplies\Vehicle Reg.	0	0	0	200	0
Expenses	6240 Small Tools & Equipment	0	0	0		
Expenses	6413 Engineering & Architectural Serv	0	1,540	0		
Expenses	6451 Telephone Expense	155	158	159	150	0
Expenses	6452 Postage & Mailing	1	66	1		
Expenses	6532 Vehicle	468	468	468	570	0
Expenses	6706 Maintenance Contracts	247	0	14,820	290	0
Expenses	6709 Contractual Services	101,980	107,390	74,315	90,000	0
Expenses	6750 Conferences And Training	50	0	0		
Totals For 8120 Building Safety		103,071	109,731	89,946	91,360	0

BUILDING MAINTENANCE 01-8130 GENERAL FUND
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Expenditures	FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
8130 Building Maintenance					
Expenses 6020 Salaries	12,034	16,576	16,570	19,398	18,393
Expenses 6110 Fica	964	1,225	1,284	1,484	1,407
Expenses 6120 Pension	665	713	754	972	723
Expenses 6140 Workmen's Compensation	801	998	1,903	3,441	1,956
Expenses 6150 Group Health Insurance	1,245	1,425	1,396	1,523	1,740
Expenses 6160 Unemployment Insurance	290	226	86	290	290
Expenses 6170 Life Insurance Expense	6	6	8	12	9
Sub-Total Personnel Costs	16,005	21,169	22,001	27,120	24,518
Expenses 6211 Office Supplies	0	408	111	0	137
Expenses 6212 Printing And Duplicating	152	0	164	25	11
Expenses 6225 Fuel, Oil And Lubricants	168	111	164	400	89
Expenses 6226 Janitorial Supplies	2,463	2,006	1,341	2,600	1,936
Expenses 6227 Uniforms	181	0	0		0
Expenses 6228 Operating Expense	1,619	6,488	1,601	1,000	1,418
Expenses 6231 Building Materials	14,611	27,457	11,387	34,000	43,438
Expenses 6235 Auto Repair Supplies\Vehicle Reg.	150	2,553	507	600	40
Expenses 6240 Small Tools & Equipment	5	566	77	250	399
Expenses 6451 Telephone Expense	2,476	1,381	1,121	1,200	1,227
Expenses 6532 Vehicle	97	97	97	100	88
Expenses 6533 Property Insurance	950	950	950	1,310	1,091
Expenses 6551 Electricity	18,487	19,635	26,828	27,200	27,200
Expenses 6552 Water And Sewer	5,505	7,004	4,892	5,600	8,649
Expenses 6553 Natural Gas	492	598	564	2,500	1,295
Expenses 6554 Waste Disposal	1,466	1,466	1,222	0	706
Expenses 6706 Maintenance Contracts	4,343	5,044	5,115	7,000	5,676
Expenses 6708 Miscellaneous Charges	0	0	0	0	194
Expenses 6709 Contractual Services	1,588	784	751	500	4,000
Expenses 6710 Equipment Repair Services	0	0	0	0	99
Expenses 6860 Machinery And Equipment	0	6,000	8,740		0
Sub-Total Operating Supplies & Services	54,753	82,548	65,632	84,285	97,693
Totals For 8130 Building Maintenance	70,758	103,717	87,633	111,405	122,211

POLICE 01-8210 GENERAL FUND

Expenditures	FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
8210 Police Department					
Expenses 6212 Printing And Duplicating	185	107	107	300	73
Expenses 6228 Operating Expense	729	0	0	500	61
Expenses 6451 Telephone Expense	310	317	317	410	352
Expenses 6708 Miscellaneous Charges	0	0	0	0	
Expenses 6709 Contractual Services	0	0	200	0	
Expenses 6715 Police Contract	1,697,381	1,660,185	1,775,048	1,931,367	2,055,943
Totals For 8210 Police Department	1,698,605	1,660,609	1,775,672	1,932,577	2,056,429

FIRE 01-8220 GENERAL FUND

Expenditures		FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
8220 Fire Department						
Expenses	6020 Salaries	574,440	560,492	593,835	635,419	518,916
Expenses	6020 Overtime	52,169	66,346	73,261	0	110,000
	6020 Wildland Wages	51,296	75,752	25,569	0	33,072
Expenses	6110 Fica	51,397	53,281	53,189	48,610	50,642
Expenses	6120 Pension	17,899	20,298	8,611	0	10,103
Expenses	6130 Public Safety Retirement	93,726	123,381	153,048	192,504	165,635
Expenses	6140 Workmen's Compensation	24,143	25,831	54,053	32,220	74,867
Expenses	6150 Group Health Insurance	29,488	31,451	39,036	43,032	66,236
Expenses	6160 Unemployment Insurance	8,422	6,033	3,280	8,771	4,574
Expenses	6170 Life Insurance Expense	807	803	675	1,340	771
	Sub-Total Personnel Costs	903,787	963,668	1,004,557	961,896	1,034,816
Expenses	6211 Office Supplies	75	173	21	300	217
Expenses	6212 Printing And Duplicating	304	211	232	900	251
Expenses	6224 Food	0	0	79	0	0
Expenses	6225 Fuel, Oil And Lubricants	12,927	15,240	16,870	15,000	16,445
Expenses	6226 Janitorial Supplies	1,626	1,844	1,783	2,500	2,425
Expenses	6227 Uniforms	0	0	11,157	3,000	3,349
Expenses	6228 Operating Expense	4,143	4,701	3,781	5,000	2,875
	6228 EMS Disposal Supplies	6,533	8,306	13,685	21,500	21,500
	6228 Wildland Training & Supplies	3,080	3,966	5,450	10,000	5,751
Expenses	6231 Building Materials	5,366	2,325	5,395	6,000	4,329
Expenses	6235 Auto Repair Supplies\Vehicle Reg.	16,180	31,900	43,834	28,000	25,508
Expenses	6240 Small Tools & Equipment	4,715	1,030	2,985	4,000	4,183
	6240 EMS Small Tools & Equipment	1,620	2,892	1,287	4,000	4,183
	6240 Small Tools & Equip. LaFrance	303	11	0	0	0
	6240 Protective clothing	2,629	10,279	4,938	10,000	2,000
Expenses	6410 Fire Prevention Program	588	232	453	1,000	719
Expenses	6451 Telephone Expense	4,157	3,921	3,807	4,400	4,306
Expenses	6452 Postage & Mailing	5	52	12	200	15
Expenses	6501 Travel Expense	0	0	0	400	136
Expenses	6510 Advertising Expense	0	0	0	0	0
Expenses	6531 Liability Insurance	608	608	608	750	668
Expenses	6532 Vehicle	8,130	8,130	8,231	8,436	8,396
Expenses	6551 Electricity	5,938	5,715	5,487	7,732	6,200
Expenses	6552 Water And Sewer	2,750	2,983	2,866	3,500	3,274
Expenses	6703 Dues, Subscriptions And Memberships	3,506	2,805	4,192	3,000	0
Expenses	6706 Maintenance Contracts	781	774	1,897	1,500	1,012
Expenses	6708 Miscellaneous Charges	296	1,563	0	0	97
Expenses	6709 Contractual Services	11,194	3,731	18,110	1,100	24184
Expenses	6710 Equipment Repair Services	0	1,004	2,807	2,500	1,782
Expenses	6716 Fire Dispatch Service	84,310	83,296	82,856	107,500	90,657
Expenses	6750 Conferences And Training	562	1,288	225	3,230	198

FIRE 01-8220 GENERAL FUND (cont'd)

Expenditures

Expenses	6860 Machinery And Equipment	45,130	596,350	0	2,500	2,460
Expenses	6901 Debt Service Interest	0	0	0	0	0
Expenses	6911/6901 Lease Payment & Interest	0	0	0	0	65,971
	Sub-Total Operating Supplies & Services	227,456	795,330	243,048	257,948	303,091
Totals For 8220 Fire Department		1,131,243	1,758,998	1,247,605	1,219,844	1,337,907

CEMETERY 01-8360 GENERAL FUND

Expenditures		FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
8360 Cemetery						
Expenses	6020 Salaries	5,501	4,926	5,317	4,919	4,601
Expenses	6110 Fica	410	366	403	376	352
Expenses	6120 Pension	559	547	594	580	562
Expenses	6140 Workmen's Compensation	267	263	512	398	450
Expenses	6150 Group Health Insurance	852	1,212	1,392	1,523	1,740
Expenses	6160 Unemployment Insurance	38	22	9	42	38
Expenses	6170 Life Insurance Expense	7	6	8	11	9
	Sub-Total Personnel Costs	7,634	7,342	8,235	7,849	7,752
Expenses	6211 Office Supplies	0	0	0	0	82
Expenses	6227 Uniforms	715	504	0	100	34
Expenses	6228 Operating Expense	423	4	0	800	148
Expenses	6231 Building Materials	0	0	294	0	10,094
Expenses	6240 Small Tools & Equipment	382	393	349	400	0
Expenses	6551 Electricity	1,362	1,448	1,203	420	414
Expenses	6552 Water And Sewer	1,890	0	0	1,500	1,354
Expenses	6554 Waste Disposal	0	0	63	0	0
Expenses	6706 Maintenance Contracts	0	0	0	0	0
Expenses	6708 Miscellaneous Charges	1,571	1,665	1,928	0	0
Expenses	6709 Contractual Services	0	0	0	1,850	2,246
Expenses	6710 Equipment Repair Services				248	
8360 Cemetery	Total Sub-Total Operating Supplies & Services	6,343	4,014	3,837	5,318	14,372
Totals For 8360 Cemetery		13,977	11,356	12,072	13,167	22,124

PARKS 01-8550 GENERAL FUND

Expenditures		FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
8550 Parks						
Expenses	6020 Salaries	46,231	52,384	54,972	58,623	74,891
Expenses	6110 Fica	3,530	4,001	4,259	4,485	5,729
Expenses	6120 Pension	1,932	2,349	3,719	3,478	5,490
Expenses	6140 Workmen's Compensation	1,807	2,110	4,072	4,211	4,499
Expenses	6150 Group Health Insurance	1,453	1,758	1,858	2,031	8,122
Expenses	6160 Unemployment Insurance	1,324	782	322	953	1,058
Expenses	6170 Life Insurance Expense	25	30	38	38	75
	Sub-Total Personnel Costs	56,302	63,414	69,240	73,819	99,864
Expenses	6211 Office Supplies	0	7	0	0	0
Expenses	6225 Fuel, Oil And Lubricants	62	0	0	0	0
Expenses	6226 Janitorial Supplies	1,834	1,865	1,146	0	1,689
Expenses	6227 Uniforms	507	543	692	0	543
Expenses	6228 Operating Expense	3,795	6,004	5,050	5,000	6,491
Expenses	6231 Building Materials	260	2,092	571	1,000	1,010
Expenses	6240 Small Tools & Equipment	2,268	745	1,425	2,000	2,393
Expenses	6502 Mileage Reimbursement	0	0	10	0	0
Expenses	6551 Electricity	25,033	21,590	20,576	21,000	21,092
Expenses	6552 Water And Sewer	40,495	48,444	39,119	41,000	40,537
Expenses	6703 Dues, Subscriptions And Memberships	2,500	2,500	2,500	0	2,550
Expenses	6706 Maintenance Contracts	600	750	700	0	408
Expenses	6708 Miscellaneous Charges	0	0	0	5,000	1,700
Expenses	6709 Contractual Services	108	0	0	0	530
Expenses	6710 Equipment Repair Services	2,217	517	2,634	4,000	3,624
8550 Parks	Total Sub-Total Operating Supplies & Services	79,679	85,057	74,423	79,000	82,567

LIBRARY 01-8590 GENERAL FUND

Expenditures		FY17	FY18	FY19	Adopted Budget FY2020	Proposed 2021
		Audited	Audited	Audited		
8590 Library						
Expenses	6228 Operating Expense	521	106	0	200	15
Expenses	6231 Building Repairs & Supplies	1,620	4,478	461	2,000	2,500
Expenses	6533 Property Insurance	915	915	915	1,000	962
Expenses	6551 Electricity	5,493	5,222	4,891	6,000	5,323
Expenses	6552 Water And Sewer	630	639	597	780	815
Expenses	6554 Waste Disposal	367	367	713	650	377
Expenses	6706 Maintenance Contracts	548	795	746	954	826
Expenses	6708 Miscellaneous Charges	0	0	0	0	0
Expenses	6830 Contractual Building Construction	0	0	6,000	0	0
Totals For 8590 Library		10,094	12,522	14,323	11,584	10,818

CAPITAL OUTLAY 01-8620 GENERAL FUND

Adopted

Expenditures		FY17	FY18	FY19	Budget	Proposed
		Audited	Audited	Audited	FY2020	2021
8620 Capital Outlay						
Expenses	6830 Contractual Building Construction	450	0	0	0	0
Expenses	6840 Land	1,133,045	0	0	0	0
Expenses	6850 Capital Improvements	16,444	0	0	0	21,789
Expenses	6860 Machinery And Equipment	1,520	0	0	0	20,000
Expenses	6911 Lease Payment				0	1,530
Totals For 8620 Capital Outlay		1,151,459	0	0	0	43,319

Highway User Revenue Fund (HURF) Revenues

HIGHWAY USER REVENUE FUND (HURF) REVENUES

		FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed Budget 2021
18 Highway Users Revenue Fund						
Revenues	4350 Highway Users Revenue Fund	398,050	412,510	444,501	442,328	326,009
Revenues	4380 Other Revenue From Govern. Agencies	0	179,365	0	197,802	0
Revenues	4910 Investment Earnings	2,117	4,397	6,725	4,000	2,500
Revenues	4950 Other Miscellaneous Revenue	0	0	0	0	0
Revenues	4999 Transfers From General Fund	137,728	51,135	132,903	0	117,440
	Fund Balance Carryforward-HURF					167,909
18 Highway Users Revenue Fund Total		537,895	647,407	584,129	644,130	613,858

HIGHWAY USER FUND (HURF) EXPENDITURES
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Expenditures	FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
18 Highway Users Revenue Fund Exp					
Expenses 6020 Salaries	117,413	124,112	123,864	128,802	141,084
Expenses 6110 Fica	8,888	9,311	9,265	9,853	10,793
Expenses 6120 Pension	10,436	11,268	11,934	11,847	12,054
Expenses 6140 Workmen's Compensation	4,078	4,469	8,357	7,754	8,486
Expenses 6150 Group Health Insurance	13,603	17,156	18,546	21,066	28,836
Expenses 6160 Unemployment Insurance	1,426	858	343	1,269	1,386
Expenses 6170 Life Insurance Expense	96	103	129	73	148
Sub-Total Personnel Costs	155,940	167,277	172,438	180,664	202,787
Expenses 6211 Office Supplies	188	107	52	0	0
Expenses 6212 Printing And Duplicating	0	26	57	0	0
Expenses 6225 Fuel, Oil And Lubricants	6,946	8,319	9,913	9,000	10,386
Expenses 6226 Janitorial Supplies	1,741	1,413	1,495	0	0
Expenses 6227 Uniforms	583	543	692	800	923
Expenses 6228 Operating Expense	12,454	10,338	8,590	11,500	13,271
Expenses 6231 Building Materials	3,819	2,351	15	3,000	3,462
Expenses 6235 Auto Repair Supplies\Vehicle Reg.	5,295	5,675	5,818	7,000	8,078
Expenses 6236 Street & Sidewalk Repair	92,137	11,541	2,789	23,057	26,608
Expenses 6240 Small Tools & Equipment	5,540	2,167	7,465	8,000	9,232
Expenses 6411 Auditing Services	4,622	4,622	4,622	5,200	6,001
Expenses 6413 Engineering & Architectural Serv	187,244	23,535	2,670	36,000	25,000
Expenses 6501 Travel Expense	0	0	128	0	0
Expenses 6502 Mileage Reimbursement	0	0	132	400	462
Expenses 6510 Advertising Expense	0	0	2,001	0	0
Expenses 6531 Liability Insurance	5,373	5,373	-594	7,000	8,078
Expenses 6532 Vehicle	6,998	6,998	6,998	7,200	8,309
Expenses 6533 Property Insurance	348	348	348		348
Expenses 6551 Electricity	33,211	33,446	32,810	33,000	38,082
Expenses 6552 Water And Sewer	35,080	49,574	34,248	40,000	46,160
Expenses 6703 Dues, Subscriptions And Memberships	1,000	1,000	3,000	1,500	0
Expenses 6706 Maintenance Contracts	2,144	2,492	2,455	2,000	3,208
Expenses 6707 Meetings And Business Entertainment	0	47	0	0	0
Expenses 6708 Miscellaneous Charges	459	0	0	400	462
Expenses 6709 Contractual Services	278	340	4,040	0	0
Expenses 6710 Equipment Repair Services	18,035	10,361	15,136	17,000	19,618
Expenses 6750 Conferences And Training	0	0	440	500	577
Expenses - Monthly 6830 Contractual Building Construction/Flood Mitigation	51,395	291,490	263,195	0	0
Expenses 6860 Machinery And Equipment	0	8,024	3,360	0	0
Expenses 6880 Street Improvements	0	0	0	250,908	182,806
Sub-Total Operating Supplies & Services	474,890	480,130	411,875	463,465	411,071
Totals For 18 Highway Users Revenue Fund	630,830	647,407	584,313	644,129	613,858

Local Transportation Assistance Fund (LTAF) Revenue

LOCAL TRANSPORTATION ASSIST. FUND (LTAF) REVENUE

	FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
10 Local Transportation Assistance Fund					
Revenues 4311 Hb 2565 Transit Funds	16,205	16,681	16,740	16,700	16,601
Revenues 4999 Transfers From General Fund	0	6,042	16,742	22,522	21,443
8140 Transportation Revenue					
Total	16,205	22,723	33,482	39,222	38,044

Local Transportation Assistance Fund (LTAF) Expenditures

LOCAL TRANSPORTATION ASSIST. FUND (LTAF) EXPENDITURE

Expenditures	FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
8140 Transportation					
Expenses 6020 Salaries	16,690	17,361	20,467	23,835	22,104
Expenses 6110 Fica	1,262	1,311	1,535	1,823	1,691
Expenses 6120 Pension	1,850	1,904	2,332	2,644	2,701
Expenses 6140 Workmen's Compensation	242	264	568	543	504
Expenses 6150 Group Health Insurance	1,660	1,911	1,909	2,031	2,321
Expenses 6160 Unemployment Insurance	375	252	109	369	302
Expenses 6170 Life Insurance Expense	9	9	11	14	13
Sub-Total Personnel Costs	22,088	23,012	26,931	31,259	29,636
Expenses 6211 Office Supplies	0	0	0	420	
Expenses 6225 Fuel, Oil And Lubricants	284	360	417	600	457
Expenses 6228 Operating Expense	130	1,331	457	750	653
Expenses 6235 Auto Repair Supplies\Vehicle Reg.	267	3,387	2,589	2,341	816
Expenses 6411 Auditing Services	2,341	2,341	2,341	3,852	2,548
Expenses 6531 Liability Insurance	197	197	197	0	200
Expenses 6532 Vehicle	3,512	3,655	440	0	3,734
Expenses 6706 Maintenance Contracts	162	15	110	0	0
8140 Transportation Total	28,981	34,298	33,482	7,963	8,408
Sub-Total Operating Supplies & Services				39,222	38,044

Senior Center Revenue

SENIOR CENTER REVENUE

		FY17	FY18	FY19	Adopted Budget	Proposed
		Audited	Audited	Audited	FY2020	2021
25 Senior Center Revenues						
Revenues	4320 Governmental Grants	141,662	140,033	146,173	138,872	138,872
Revenues	4950 Other Miscellaneous Revenue	0	4,627	698	0	0
Revenues	4970 Program Income	6,320	7,872	8,208	6,107	5,616
Revenues	4999 Transfers From General Fund	64,346	63,588	66,357	93,970	97,075
25 Senior Center Revenues Total		212,328	216,120	221,436	238,949	241,563

Senior Center Expenditures

SENIOR CENTER EXPENDITURES

Expenditures		FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
25 Congregate Meals 8421 Expenses						
Expenses	6020 Salaries	28,453	29,104	34,199	42,836	49,325
Expenses	6110 Fica	1,978	2,190	2,538	3,277	3,773
Expenses	6120 Pension	3,068	2,850	3,798	5,055	6,027
Expenses	6140 Workmen's Compensation	379	408	888	976	1,076
Expenses	6150 Group Health Insurance	2,484	3,145	5,186	7,515	10,327
Expenses	6160 Unemployment Insurance	307	307	77	324	350
Expenses	6170 Life Insurance Expense	23	24	29	32	56
Sub-Total Personnel Costs		36,692	38,028	46,715	60,015	70,934
Expenses	6211 Office Supplies	43	110	101	100	102
Expenses	6212 Printing And Duplicating	110	28	42	95	97
Expenses	6224 Food	36,194	30,234	26,103	32,990	33,650
Expenses	6226 Janitorial Supplies	654	837	906	900	918
Expenses	6228 Operating Expense	3,232	2,171	2,524	3,000	3,060
Expenses	6231 Building Materials	2,981	2,111	1,228	2,040	2,081
Expenses	6240 Small Tools & Equipment	1,676	0	0	0	
Expenses	6411 Auditing Services	588	588	588	600	712
Expenses	6414 Legal Services	400	400	367	400	408
Expenses	6416 Professional Services	0	0	0	0	
Expenses	6451 Telephone Expense	144	165	162	200	204
Expenses	6452 Postage & Mailing	0	0	0	0	
Expenses	6531 Liability Insurance	621	621	621	650	663
Expenses	6533 Property Insurance	192	192	192	207	211
Expenses	6551 Electricity	3,877	3,917	3,889	4,300	4,386
Expenses	6552 Water And Sewer	527	669	656	700	714
Expenses	6553 Natural Gas	230	280	264	320	326
Expenses	6554 Waste Disposal	293	293	313	272	477
Expenses	6703 Dues, Subscriptions And Memberships	340	475	399	50	51
Expenses	6706 Maintenance Contracts	1,100	696	569	704	874
Expenses	6708 Miscellaneous Charges	0	63	0	0	
Expenses	6709 Contractual Services	695	211	1,534	600	612
Expenses	6710 Equipment Repair Services	1,115	1,300	467	0	
Expenses	6750 Conferences And Training	5	0	0	100	202
Expenses	6830 Contractual Building Construction				0	
Expenses	6860 Machinery And Equipment	0	15,516	7,395	0	
Sub-Total Operating Supplies & Services		55,017	60,877	48,320	48,228	49,748
		91,709	98,905	95,035	108,243	120,682

SENIOR CENTER EXPENDITURES (contd.)
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Expenditures	FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
25 Home Delivered Meals 8422 Expenses					
Expenses 6020 Salaries	28,870	29,374	32,616	33,764	34,447
Expenses 6110 Fica	2,182	2,213	2,424	2,583	2,635
Expenses 6120 Pension	3,106	2,877	3,642	3,984	4,209
Expenses 6140 Workmen's Compensation	385	412	847	769	737
Expenses 6150 Group Health Insurance	2,084	2,747	5,192	5,484	6,266
Expenses 6160 Unemployment Insurance	307	299	77	324	262
Expenses 6170 Life Insurance Expense	23	19	29	53	34
Sub-Total Personnel Costs	36,957	37,941	44,827	46,961	48,590
Expenses 6211 Office Supplies	11	29	51	25	26
Expenses 6212 Printing And Duplicating	31	8	12	30	31
Expenses 6224 Food	10,900	9,329	8,684	11,111	9,000
Expenses 6226 Janitorial Supplies	173	222	240	350	357
Expenses 6228 Operating Expense	2,902	1,949	2,267	3,000	3,060
Expenses 6231 Building Materials	745	528	283	200	590
Expenses 6235 Auto Repair Supplies\Vehicle Reg.	0	0	0	0	
Expenses 6240 Small Tools & Equipment	96	0	0	0	
Expenses 6411 Auditing Services	0	0	0	0	
Expenses 6414 Legal Services	400	400	367	450	459
Expenses 6416 Professional Services	0	0	0	0	
Expenses 6451 Telephone Expense	310	317	317	400	408
Expenses 6531 Liability Insurance	155	155	155	225	230
Expenses 6532 Vehicle				0	
Expenses 6533 Property Insurance	48	48	48	63	64
Expenses 6551 Electricity	969	979	972	1,087	1,109
Expenses 6552 Water And Sewer	132	167	164	250	255
Expenses 6553 Natural Gas	58	70	66	122	124
Expenses 6554 Waste Disposal	73	73	78	68	169
Expenses 6703 Dues, Subscriptions And Memberships	340	475	399	50	51
Expenses 6706 Maintenance Contracts	1,100	696	569	704	818
Expenses 6708 Miscellaneous Charges	0	63	0	0	
Expenses 6709 Contractual Services	535	145	1,345	450	459
Expenses 6710 Equipment Repair Services	484	1,262	453	650	1,917
Expenses 6750 Conferences And Training	2	0	0	80	82
Sub-Total Operating Supplies & Services	19,464	16,915	16,470	19,315	19,209
Totals For Home Delivered Meals 8422	56,421	54,856	61,297	66,276	67,799

SENIOR CENTER EXPENDITURES (contd.)
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Expenditures	FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
25 Operation-Multiservices 8423 Expenses					
Expenses 6020 Salaries	36,747	34,216	35,091	30,443	19,362
Expenses 6110 Fica	2,769	2,563	2,579	2,329	1,481
Expenses 6120 Pension	3,805	3,450	3,759	3,592	2,366
Expenses 6140 Workmen's Compensation	499	485	919	694	394
Expenses 6150 Group Health Insurance	3,373	4,419	8,074	6,296	5,686
Expenses 6160 Unemployment Insurance	309	209	86	350	123
Expenses 6170 Life Insurance Expense	36	29	46	58	31
Sub-Total Personnel Costs	47,538	45,371	50,554	43,762	29,443
Expenses 6211 Office Supplies	106	269	233	250	255
Expenses 6212 Printing And Duplicating	286	459	689	600	612
Expenses 6224 Food	42	4	118	200	204
Expenses 6226 Janitorial Supplies	1,097	1,403	1,519	1,400	1,428
Expenses 6228 Operating Expense	546	685	818	600	712
Expenses 6231 Building Materials	3,726	2,639	1,416	2,000	2,972
Expenses 6240 Small Tools & Equipment	47	0	0	0	
Expenses 6414 Legal Services	400	400	367	450	459
Expenses 6416 Professional Services	0	0	0	0	
Expenses 6451 Telephone Expense	310	317	317	400	408
Expenses 6452 Postage & Mailing	1	2	14	35	36
Expenses 6531 Liability Insurance	776	776	-137	900	918
Expenses 6533 Property Insurance	239	239	239	250	255
Expenses 6551 Electricity	4,846	4,896	4,861	5,425	5,534
Expenses 6552 Water And Sewer	659	837	820	850	867
Expenses 6553 Natural Gas	288	350	330	350	357
Expenses 6554 Waste Disposal	367	367	392	340	447
Expenses 6703 Dues, Subscriptions And Memberships	350	350	411	50	51
Expenses 6706 Maintenance Contracts	892	546	524	712	896
Expenses 6709 Contractual Services	345	112	23	0	
Expenses 6710 Equipment Repair Services	484	1,262	453	650	1,917
Expenses 6750 Conferences And Training	3	0	0	0	
Sub-Total Operating Supplies & Services	15,810	15,913	13,407	15,462	18,328
Totals For Operation-Multiservices 8423	63,348	61,284	63,961	59,224	47,771

SENIOR CENTER EXPENDITURES (contd.)

Expenditures	FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
25 Transportation 8424 Expenses					
Expenses 6181 Driver's Salary					
Expenses 6182 Driver's Ere'S					
Expenses 6225 Fuel, Oil And Lubricants	852	1,081	1,250	5,207	5,311
Expenses 6235 Auto Repair Supplies\Vehicle Reg.	0	0	0	0	0
Totals For Transportation 8424	852	1,081	1,250	5,207	5,311

Community Action Program (CAP) Revenue

COMMUNITY ACTION PROGRAM (CAP) REVENUE

		FY17	FY18	FY19	Adopted Budget	Proposed
		Audited	Audited	Audited	FY2020	2021
27 Community Action Program Revenues						
Revenues -						
Monthly	4320 County Reimbursements	35,000	35,000	35,000	35,000	35,000
Revenues -						
Monthly	4380 Gaming Utility Grants (GRIC)	0	40,000	80,000	80,000	40,000
Revenues -						
Monthly	4950 Other Miscellaneous Revenue	0	2,403	479	0	0
Revenues -						
Monthly	4999 Transfers From General Fund	55,580	56,593	59,209	73,816	68,553
27 Community Action Program Revenues Total		90,580	133,996	174,688	188,816	143,553

Community Action Program (CAP)

Expenditures

COMMUNITY ACTION PROGRAM (CAP) EXPENDITURES

Expenditures	Audited	Audited	Audited	Adopted	Proposed
	FY16	FY17	FY18	Budget FY19	Budget FY19
8440 Salaries & Wages	68,563	51,554	59,160	66,963	72,280
FICA Expense	5,054	3,826	4,524	5,123	5,529
Pension Expense	7,755	5,356	5,436	7,902	6,039
Workman's Compensation	415	428	442	496	847
Group Health & Dental Insurance	17,284	13,387	9,953	12,022	10,968
Unemployment Insurance	640	637	438	783	629
Life Insurance Expense	92	88	27	115	97
Sub-Total Personnel Costs	99,801	75,275	79,980	93,402	96,389
Office Expense	99	455	414	500	600
Printing & Duplicating	165	1,152	375	370	1,500
Food Supplies	0	1,396	1,140	1,000	1,000
Fuel & Oil & Auto Repairs	359	136	1,565	500	700
Janitorial Supplies	20	0	89	-	80
Other Operating Expense	329	480	193	-	300
Building Repairs & Supplies	124	193	902	-	500
Auditing	320	284	284	-	300
Telephone	782	785	795	900	900
Postage & Mailing	36	58	164	200	350
Liability Insurance	767	767	767	575	652
Vehicle Insurance	482	482	482	450	625
Property Insurance Expenses	1,087	1,084	1,087	950	1,100
Electricity Expense	1,421	1,373	1,305	1,600	1,600
Water & Sewer Expense	247	210	196	260	260
Waste Disposal Services	397	367	384	360	360
Dues, Subscriptions & Membersh	93	261	-	300	300
Maintenance Contracts	2,743	2,425	1,196	2,300	1,200
CAP Assistance Program	0	0	38,918	80,000	80,000
Other Contractual Services	85	0	2,129	100	-
Conferences & Training	135	11	-	300	100
Machinery & Equipment	3,111	0	-	-	-
Sub-Total Operating Supplies & S	12,803	11,919	52,384	91,065	92,427
TOTAL CAP EXPENSES	112,604	87,194	132,364	184,467	188,816

Community Home Program Income Fund Revenue

COMMUNITY HOME PROGRAM FUND

REVENUES	FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
45 Self Help Housing Program Income					
Revenues -					
Monthly 8088 CDBG Streets	126,761	307,883	0	0	0
Revenues -					
Monthly 4380 GCDC Rent	0	0	4,969	0	0
Revenues -					
Monthly 4382 CDBG	0	0	568,652	0	0
Revenues -					
Monthly 4950 Program Income	0	34,756	35,404	44,600	44,600
Revenues -					
Monthly 4950 Program Income	0	0	0	0%	0
45 Self Help Housing Program Income	126,761	342,639	609,025	44,600	44,600

Community Home Program Fund Expenditures

COMMUNITY HOME PROGRAM FUND EXPENDITURES

Expenditures	FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
Expenses 8088 CDBG Streets	90,155	308,186	568,652	0	0
Expenses 6228 Operating Expense	0	0	0	0	0
Expenses 6231 Building Materials	7	0	0	0	0
Expenses 6228 CDC & CDBG Home Repair	0	0	1,877	0%	5,000
Expenses 6001 Program Income Out	0	0	129,451	44,600	39,600
	90,162	308,186	699,980	44,600	44,600

Mercado Revenue

MERCADO REVENUE

	FY17	FY18	FY19	Adopted	
				Budget	Proposed
	Audited	Audited	Audited	FY2020	2021
Revenues					
47 Tianguis Commercial Center Revenues					
Revenues 4920 Rent	86,511	110,749	110,149	110,000	127,980
Revenues 4980 Utilities Billed	21,903	27,588	28,183	28,000	28,000
Revenues 4980 Patio Rentals	16,234	8,715	29,572	19,000	12,000
Revenues 4980 Miscellaneous	4,458	4,937	115	200	200
Past Due Rents Received	0	0	6,275		0
Fund Balance Carryforward-Tianguis	39,490	4,920			10,769
47 Tianguis Commercial Center Revenues	168,596	156,909	174,294	157,200	178,949

Mercado Expenditures

MERCADO EXPENDITURES

Expenditures	FY17	FY18	FY19	Adopted Budget	Proposed
	Audited	Audited	Audited	FY2020	2021
47 Tianguis Commercial Center Expenses					
Expenses 6020 Salaries	21,319	17,953	22,984	28,216	38,452
Expenses 6110 Fica	1,599	1,349	1,725	2,158	2,942
Expenses 6120 Pension	2,109	-12,118	1,915	3,329	3,250
Expenses 6140 Workmen's Compensation	621	533	1,289	1,099	2,218
Expenses 6150 Group Health Insurance	707	893	953	1,016	1,160
Expenses 6160 Unemployment Insurance	288	143	110	241	529
Expenses 6170 Life Insurance Expense	4	4	5	17	6
Expenses Sub-Total Personnel Costs	26,647	8,757	28,981	36,076	48,557
Expenses 6211 Office Supplies	0	0	3	0	
Expenses 6212 Printing And Duplicating				0	
Expenses 6226 Janitorial Supplies	2,922	1,920	2,814	3,200	3,264
Expenses 6227 Uniforms	0	0	60	0	
Expenses 6228 Operating Expense	1,068	1,215	605	1,500	1,530
Expenses 6231 Building Materials	18,396	14,340	27,933	35,000	40,250
Expenses 6240 Small Tools & Equipment	446	172	2,015	2,000	700
Expenses 6411 Auditing Services	602	602	602	0	684
Expenses 6416 Professional Services	5,361	500	0	0	
Expenses 6510 Advertising Expense	0	33	0	0	
Expenses 6531 Liability Insurance	1,287	1,287	1,287	1,195	1,419
Expenses 6533 Property Insurance	2,412	4,199	1,199	2,420	2,468
Expenses 6551 Electricity	41,742	46,137	45,414	45,000	46,125
Expenses 6552 Water And Sewer	9,667	9,903	8,408	10,000	10,000
Expenses 6554 Waste Disposal	4,586	4,586	4,900	4,500	4,790
Expenses 6703 Private Event Party Insurance	1,144	340	1,963	1,500	2,530
Expenses 6706 Maintenance Contracts	638	154	0	600	612
Expenses 6708 Miscellaneous Charges	5	1,875	808	1,000	1,020
Expenses 6709 Contractual Services	17,748	17,082	14,353	200	10,000
Expenses 6720 Contract Labor	0	0	6,189	9,000	5,000
Expenses 6762 Past Due Rents not Received	0	0	0	0	0
Expenses 6761 Rent Relief Amount	29,119	18,388	-1,368	0	0
Expenses 6762 Bad Debt Expense	4,806	25,419	14,209	0%	0
Sub-Total Operating Supplies & Services	141,949	148,152	131,394	117,115	130,392
Total Expenses Tianguis Commercial Center	168,596	156,909	160,375	153,191	178,949

Grants Revenue

GRANTS REVENUE

Revenues	FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
90 Grant Fund Revenues					
Revenues 4380 Ak Chin-Grants	0	0	8,338	195,000	110,000
Revenues 4382 CDBG Grant	0	0	256,399	438,873	0
Revenues 4950 Tohono Grants	0	0	93103	190,000	25,000
Revenues 4950 Fort McDowell Grants	0	0	0	70,000	60,000
Revenues 4950 Gila River Grants	0	0	15000	253,000	25,000
Revenues 4950 PYT Grants	0	0	0	910,000	125,750
Revenues 4950 FEMA Grant-SAFER	0	0	18429	216,831	128,078
Revenues 4950 Aesthetic Funds	0	0	0	421,000	421,000
Revenues 4950 Other Revenue & Contributions	0	0	0	1,604,740	550,000
Revenues 4950 Town Match E/W Underground Lines	0	0	0	45,000	45,000
Total Revenues Grant Fund	0	0	391,269	4,344,444	1,489,828

Grants Expenditures

GRANTS EXPENDITURES

Expenditures	FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
90 Grant Fund Expenses					
Expenses	6851 CDBG Street Project		250,000	438,873	0
	6860 Aesthetic Funds-Underground Lines (SRP)				421,000
Expenses	6020 Salaries & Wages SAFER		38,141	126,271	73,164
	6110 FICA				
Expenses	SAFER		2,925	9,660	5,597
Expenses	6120 Pension Expense SAFER		6,665	49,422	22,893
Expenses	6140 Workers Comp SAFER		2,532	7,392	4,283
Expenses	6150 Group Health Ins SAFER		7,290	22,849	21,443
Expenses	6160 Unemployment Ins		41	783	466
Expenses	6170 Life Ins Exp SAFER		59	454	232
Expenses	6811 Tohono O'dham Truck Interest				0
Expenses	6860 Tohono O'dham Truck Pymnt			65,000	0
Expenses	6860 Tohono O'dham Utility Equipment			60,000	25,000
Expenses	6860 Ak-Chin Community Dev. Small Bus. Assist.				45,000
Expenses	6860 Ak-Chin Active Shooter			20,000	70,000
Expenses	6860 Ak-Chin Fire Truck Pymnt			65,000	0
Expenses	6911 Ak-Chin Turn out gear		93,103	70,000	0
Expenses	6830 Ak Chin Senior Center Roof		8,338	60,000	0
Expenses	6781 Gila River Cultural Events			31,000	0
Expenses	6510 Gila River Economic Assist		6,399	77,000	0
	6510 Gila River Family Assistance Resources			75,000	25,000
	6510 Fort McDowell-Heart Monitors			70,000	60,000
	6510 Fort McDowell-Security Cameras			40,000	0
	6510 Fort McDowell-Renovate Old Town Hall			30,000	0
	6510 PYT Avenida del Yaqui Project			380,000	0
	6510 PYT Vauo Street Lights			320,000	0
	6510 Town Match E/W Underground Lines			45,000	45,000
	6510 PYT Maintenance Equipment			50,000	0
	6510 PYT Rental, Food Assistance		33,429	80,000	60,750
	6510 PYT Elder Activity Program			80,000	0
	6851 Other Revenue & Contributions			1,604,740	550,000
	6999 Transfer to General Fund	0	0	0	65,000
Total Grant Fund Expenses	0	0	448,922	4,344,444	1,489,828

Sewer Fund Revenue

SEWER REVENUE

	FY17	FY18	FY19	Adopted Budget	Proposed
	Audited	Audited	Audited	FY2020	2021
Revenues					
50 Sewer Fund Revenues					
Revenues 4710 Sewer Use Fees	79,738	80,752	80,514	80,578	104,069
Revenues 4711 Sewer Tap Fees	0	0	0	0	0
Revenues 4910 Investment Earnings	6,753	15,336	24,416	20,000	12,500
Revenues 4950 Prior Year Fund Balance Use	184,603	111,574	136,718	154,426	32,288
4980 CDBG	0	0	0	0	517,828
Total Sewer Fund Revenues	271,094	207,662	241,648	255,004	666,685

Sewer Fund Expenditures

SEWER EXPENDITURES

		FY17	FY18	FY19	Adopted	Proposed
		Audited	Audited	Audited	Budget	Budget
					FY2020	2021
Expenses						
50 Sewer Fund Expenses						
Expenses	6020 Salaries	27,032	49,702	58,196	53,617	51,892
Expenses	6110 Fica	1,970	3,396	4,007	4,102	3,970
Expenses	6120 Pension	2,769	17,976	4,448	6,327	6,341
Expenses	6140 Workmen's Compensation	971	1,088	2,082	1,873	1,862
Expenses	6150 Group Health Insurance	3,475	7,549	10,072	10,155	12,672
Expenses	6160 Unemployment Insurance	130	216	55	275	202
Expenses	6170 Life Insurance Expense	19	33	44	46	50
Sub-Total Personnel Costs		36,366	79,960	78,904	76,395	76,989
Expenses	6211 Office Supplies	0	188	147	100	109
Expenses	6227 Uniforms	0	0	0	0	0
Expenses	6228 Operating Expense	36,476	1,239	0		0
Expenses	6231 Sewer Line Repairs	59,251	73,717	60,863	176,900	70,000
	6231 Sewer Line Repairs (CDBG)	0	0	0	0	517,828
Expenses	6240 Small Tools & Equipment	0	8	0		0
Expenses	6411 Auditing Services	251	251	251	400	437
Expenses	6413 Engineering & Architectural Serv	0	0	0		0
Expenses	6531 Liability Insurance	632	807	398	810	885
Expenses	6551 Electricity	390	357	388	400	437
Expenses	6999 Transfers Out	137,728	51,135	100,698		0
Sub-Total Operating Supplies & Services		234,728	127,702	162,745	178,610	589,696
Total Sewer Fund Expenses		271,094	207,662	241,649	255,005	666,685

Solid Waste Fund Revenue

SOLID WASTE REVENUE

		FY17	FY18	FY19	Adopted Budget	Proposed
Revenues		Audited	Audited	Audited	FY2020	2021
51 Refuse Collection Revenue						
Revenues	4730 Waste Control Fees	322,925	326,991	327,250	323,003	297,306
Revenues	4735 Refuse Truck Reservations	1,700	900	1,050	0	0
	Prior Year Retained Earnings Used	0	0	25,437	54,874	0
Total Refuse Collection Revenue		324,625	327,891	328,300	377,877	297,306

Solid Waste Expenditures

SOLID WASTE EXPENDITURES

Expenses		FY17	FY18	FY19	Adopted	Proposed
		Audited	Audited	Audited	Budget	2021
		FY2020				
Expenses	6411 Operating Expense	1,556	308	755	15,000	
Expenses	6531 Liability Insurance	2,363	2,363	1,165	2,560	2,389
Expenses	6717 Residential Refuse Contract	258,105	258,222	275,961	272,748	273,522
Expenses	6718 Garbage Roll Off Contract	54,472	65,862	75,855	87,569	0
Total Operating Supplies & Services		316,496	326,755	353,736	377,877	275,911

Municipal Property Corporation (Bond) Expenditures

MUNICIPAL PROPERTY CORPORATION EXPENDITURES
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Expenses	FY17 Audited	FY18 Audited	FY19 Audited	Adopted Budget FY2020	Proposed 2021
Expenses 6708 Miscellaneous Charges	450	0	0		0
Expenses 6901 Debt Service Interest	220,000	235,000	245,000	292,500	273,725
Expenses 6940 Interest On Bonds	70,000	59,319	47,245		13,625
Total MPC Operating Expenses	290,450	294,319	292,245	292,500	289,371

GENERAL FUND REVENUE AND FUND TRANSFER SUMMARY

Revenues	Audited	Audited	Audited	Adopted Budget	Proposed Budget
	FY17	FY18	FY19	FY20	FY21
Local Sales Tax	1,655,380	1,868,179	2,127,077	1,900,000	1,498,817
Franchise Tax	23,948	26,574	26,303	26,500	26,697
Transient Occupancy Tax	400,511	405,035	364,824	405,000	101,226
Alcoholic Beverage License	5,650	8,050	6,450	8,000	6,728
Restaurant Bar Tax	336,128	269,394	292,579	260,000	159,663
Business License	16,120	9,850	10,425	10,000	10,957
Building Permits & Fees	28,863	116,853	21,474	25,000	39,527
Billboard Revenues	58,733	59,297	64,174	57,433	63,081
Urban Revenue Sharing	755,711	784,774	790,177	863,634	865,093
State Sales Tax	566,627	610,177	656,929	685,699	441,842
Other Rev. from Gov. Agencies	1,306,079	191,091	157,035	248,600	304,538
Intergov. Reimbursements	114,095	158,167	75,176	0	50,000
Vehicle in Lieu Tax	243,717	262,424	280,769	297,942	207,054
Fines & Forfeitures	38,024	30,417	19,922	30,000	0
Appearance Bond Revenue	1,300	650	1,450	0	0
JCEF & Fill the Gap Revenues	1,792	0	6,144	10,000	0
Investment Earnings	3,471	12,336	20,161	10,500	14,554
Rents & Concessions	87,072	82,303	89,475	82,269	86,477
Town Permitting Fees	24,123	17,809	16,722	17,300	21,714
Insurance Claim Paid	0	0	0	0	0
Other Financing Sources	0	563,036	0	0	0
Event Revenue	2,800	8,725	17,264	20,000	30,199
Fund Balance Carryforward - GF	20,761	0	0	471,288	1,385,692
TOTAL GENERAL FUND REVENUES	5,690,905	5,485,141	5,044,530	5,429,165	5,313,859
Less Carry Forward	(20,761)	0	0	(471,288)	(1,351,867)
ACTUAL GENERAL FUND REVENUES	5,670,144	5,485,141	5,044,530	4,957,877	3,928,167
Total General Fund Expenses	(5,690,855)	(5,240,585)	(4,874,228)	(5,223,162)	(5,313,859)
Transfer to Other Funds Detail					
Grant Fund	0	0	0	45,000	45,000
HURF		5,020	32,205	0	117,140
LTAf		6,042	16,742	22,522	21,443
Senior Center	64,346	63,588	66,357	93,970	97,075
Community Action Program (CAP)	55,580	56,593	59,208	73,816	68,554
Municipal Property Corp.-Bond (MPC)	290,450	289,300	292,245	292,900	287,350
Transfer to Oher Funds Totals	410,376	420,543	466,757	528,208	636,562

General Fund Expenses by Cost Center / Department

GENERAL FUND EXPENSES BY DEPARTMENT									
Cost Center	Audited	Audited	Audited	Adopted	Projected	FY 21 - Fy 20 Comparison			
	FY 17	FY18	FY19	FY 20	FY21	FY21	FY21-FY20	FY21-FY20	FY21-FY20
						% of total	\$ change	% change	
Mayor & Council	\$53,391	\$70,005	\$66,358	\$66,733	\$65,576	1.2%	-\$1,157	-1.7%	
Municipal Court	\$199,262	\$227,979	\$198,550	\$236,303	\$49,280	0.9%	-\$187,023	-79.1%	
Town Manager	\$104,722	\$114,321	\$170,229	\$159,485	\$146,530	2.8%	-\$12,955	-8.1%	
Administration	\$621,910	\$654,275	\$691,047	\$1,043,632	\$867,152	16.3%	-\$176,480	-16.9%	
Finance	\$142,654	\$145,013	\$132,625	\$139,242	\$140,001	2.6%	\$759	0.5%	
Attorney	\$127,419	\$119,544	\$120,144	\$117,000	\$65,500	1.2%	-\$51,500	-44.0%	
Town Clerk	\$50,144	\$24,896	\$38,245	\$34,697	\$41,275	0.8%	\$6,578	19.0%	
Community Development	\$38,651	\$42,933	\$38,647	\$37,819	\$103,617	1.9%	\$65,798	174.0%	
Information Technology	\$37,514	\$36,215	\$47,469	\$61,498	\$59,689	1.1%	-\$1,809	-2.9%	
Building Official	\$103,071	\$109,731	\$89,948	\$91,360	\$0	0.0%	-\$91,360	-100.0%	
Building Maintenance	\$70,758	\$103,717	\$87,633	\$111,405	\$122,211	2.3%	\$10,806	9.7%	
Police Services	\$1,698,605	\$1,660,609	\$1,776,258	\$1,932,577	\$2,056,429	38.7%	\$123,852	6.4%	
Fire	\$1,131,243	\$1,758,999	\$1,247,605	\$1,219,844	\$1,337,907	25.2%	\$118,063	9.7%	
Cemetery	\$13,997	\$11,356	\$12,072	\$13,167	\$22,124	0.4%	\$8,957	68.0%	
Parks	\$135,981	\$148,471	\$143,663	\$152,819	\$182,431	3.4%	\$29,612	19.4%	
Library	\$10,094	\$12,522	\$14,323	\$11,584	\$10,818	0.2%	-\$766	-6.6%	
Capital Outlay	\$1,151,459	\$0	\$0	\$0	\$43,319	0.8%	\$43,319	-4.0%	
General Fund Total Expenses	\$5,690,875	\$5,240,586	\$4,874,816	\$5,429,165	\$5,313,859	100.0%	-\$115,306	-2.1%	

7-May-20

TOTAL FY2019-2020 ALL EXPENSES / ALL FUNDS

Total FY21 All Expenses / All Funds

Annual Comparative						FY 21 - FY 20 Comparison		
	Audited	Audited	Audited	Adopted	Projected	FY 21	FY 21 - FY 20	FY21-FY20
	FY17	FY18	FY19	FY20	FY21	% of total	\$ change	% change
General Fund	\$5,690,855	\$5,240,585	\$4,874,228	\$5,429,165	\$5,313,859	57.2%	-\$115,306	-2.1%
LTAf	\$28,981	\$34,298	\$33,482	\$39,222	\$38,044	0.4%	-\$1,178	-3.0%
HURF	\$630,830	\$647,406	\$584,313	\$644,130	\$613,858	6.6%	-\$30,272	-4.7%
Senior Center	\$212,330	\$216,126	\$221,543	\$238,950	\$241,563	2.6%	\$2,613	1.1%
CAP	\$87,405	\$132,363	\$138,636	\$188,816	\$143,554	1.5%	-\$45,262	-24.0%
CDBG/Other Housing	\$90,162	\$308,185	\$699,980	\$44,600	\$44,600	0.5%	\$0	0.0%
Tianguis	\$168,596	\$156,909	\$160,375	\$153,191	\$178,949	1.9%	\$25,758	16.8%
Sewer	\$271,094	\$207,662	\$241,649	\$255,002	\$666,685	7.2%	\$411,683	161.4%
Refuse	\$316,496	\$326,755	\$353,736	\$377,877	\$275,910	3.0%	-\$101,967	-27.0%
MPC	\$290,450	\$289,300	\$294,319	\$292,900	\$287,350	3.1%	-\$5,550	-1.9%
Grant Fund	\$3,128	\$154,636	\$448,922	\$4,344,444	\$1,489,828	16.0%	-\$2,854,616	-65.7%
Total Annual Expenses	\$7,790,327	\$7,714,225	\$8,051,183	\$12,008,297	\$9,294,200	100.0%	-\$2,714,097	-22.6%

7-May-20

SUMMARY OF FUND BALANCES

	audited budget (1)	audited budget (1)	adopted budget	estimated year end (3)	Proposed budget (4)
General Fund Balance	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021
Beginning Fund Balance	\$ 891,034	\$ 1,135,590	\$ 1,305,889	\$ 1,305,889	\$ 1,385,692
Revenues	\$ 4,992,717	\$ 5,044,527	\$ 4,957,877	\$ 4,886,648	\$ 3,928,167
Expenditures Including Transfers Out (2)	\$ (4,748,161)	\$ (4,874,228)	\$ (5,435,936)	\$ (4,806,845)	\$ (5,313,859)
Ending General Fund Balance	\$ 1,135,590	\$ 1,305,889	\$ 827,830	\$ 1,385,692	\$ -

NOTES:

- (1) This audited fund balance.
(2) Transfers Out for FY2019-2020 is \$528,208, for FY2020-2021 is \$636,562
(3) These are estimates.
(4) This the proposed tentative budget.

	audited budget (1)	audited budget (1)	adopted budget	estimated year end (3)	Proposed budget (4)
Mercado Fund	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021
Beginning Fund Balance	\$ 26,019	\$ 21,098	\$ 36,951	\$ 35,017	\$32,294
Revenues	\$ 151,988	\$ 174,294	\$ 157,200	\$ 167,692	\$168,180
Expenditures	\$ (156,909)	\$ (160,375)	\$ (153,190)	\$ (170,416)	(\$178,949)
Ending Mercado Fund Balance	\$ 21,098	\$ 35,017	\$ 40,961	\$ 32,293	\$21,525

NOTES:

- (1) This audited fund balance.
(3) These are estimates.
(4) This the proposed tentative budget.

	audited budget (1)	audited budget (1)	adopted budget	estimated year end (3)	Proposed budget (4)
Sewer Fund Balance	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021
Beginning Fund Balance	\$ 1,273,165	\$ 1,161,591	\$ 904,689	\$ 904,689	\$638,262
Revenues	\$ 96,088	\$ 104,930	\$ 100,578	\$100,578	\$634,397
Expenditures	\$ (156,527)	\$ (140,951)	\$ (255,005)	(\$367,005)	(\$666,685)
Transfer to HURF Fund	\$ (51,135)	\$ (100,698)	\$ -	\$0	\$0
Ending Sewer Fund Balance	\$ 1,161,591	\$ 1,024,872	\$ 750,262	\$ 638,262	\$605,974

NOTES:

- (1) This is audited fund balance with depreciation expense.
(2) These are estimates with no depreciation expense.
(3) These are estimates do not include depreciation expense estimate.

	audited budget (1)	audited budget (1)	adopted budget	estimated year end (3)	Proposed budget (4)
Solid Waste Fund Balance	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021
Beginning Fund Balance	\$ 275,363	\$ 276,499	\$ 182,830	\$ 182,830	\$127,956
Revenues	\$ 327,891	\$ 328,300	\$ 323,003	\$ 323,003	\$297,306
Expenditures	\$ (326,755)	\$ (353,736)	\$ (377,877)	\$ (377,877)	(\$275,910)
Ending Fund Balance	\$ 276,499	\$ 251,063	\$ 127,956	\$ 127,956	\$149,352

NOTES:

- (1) This is audited fund balance.
(2) These are estimates.
(3) These are estimates.

7-May-20

RESOLUTION NO. R2020.19

A RESOLUTION OF THE TOWN OF GUADALUPE, ARIZONA, MAYOR AND COMMON COUNCIL, DESIGNATING THE TOWN MANAGER / CLERK AS THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2021 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the Town of Guadalupe, Mayor and Council desires to designate the Town Manager / Clerk, as the Town of Guadalupe Chief Fiscal Officer; and,

WHEREAS, entities must submit an updated form and documentation for any changes in the individuals designated to file AELR.

NOW THEREFORE, BE IT RESOLVED that the Town Council of the Town of Guadalupe, Mayor and Council as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Town Manager / Clerk is hereby designated as the Town of Guadalupe's Chief Fiscal Officer for purposes of submitting the fiscal year 2021 AELR to the Arizona Auditor General's Office on the governing body's behalf.

PASSED AND ADOPTED by the Mayor and Council of the Town of Guadalupe, Arizona, this 4th day of June, 2020.

Attested to:

Valerie Molina, Mayor
Town of Guadalupe

Jeff Kulaga, Town Manager /Clerk
Town of Guadalupe

Reviewed by:

Approved as to form:

Robert Thaxton, Finance Director
Town of Guadalupe

David E. Ledyard, Town Attorney
Town of Guadalupe

RESOLUTION NO. R2020.20

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY LIBRARY DISTRICT (LIBRARY DISTRICT) TO PROVIDE LIBRARY SERVICES TO THE TOWN OF GUADALUPE (TOWN). THE LIBRARY DISTRICT AND TOWN MAY BE REFERRED TO HEREIN COLLECTIVELY AS "PARTIES".

WHEREAS, Library District and Town are authorized to enter into this Agreement pursuant to A.R.S. §9-240, §11-951 and §11-952; and

WHEREAS, A.R.S. § 48-3901 provides for the establishment of a library district within Maricopa County and further provides that cities within the County may elect to become a part of, or to participate in, said library district; and

WHEREAS, the Library District and the Town have executed multiple agreements to cooperatively provide a public library for Guadalupe and Maricopa County residents for more than 20 years, and have most recently been providing library services in accordance with that certain Intergovernmental Agreement for the Guadalupe Branch Library under Maricopa County Agenda No. C-65-00-045-2-00, which was fully executed on August 9, 2000, and amended by an October 05, 2005 First Amendment (C-65-00-045-2-01), a June 23, 2010 Second Amendment (C-65-00-045-2-02), as well as a June 10, 2015 Third Amendment (C-65-00-045-2-03) (collectively, the "IGA"); and

WHEREAS, the term of the IGA expires on June 30, 2020; and

WHEREAS, participation in the Library District will provide benefits to the Town such as; full public library service with all operating costs paid by the Library District, specialized library programs and services recommended by a local advisory committee and approved by the Library District Board of Directors, and potentially improved and expanded services, materials, programs and hours of operations; and

WHEREAS, the Parties now desire to enter into this mutually beneficial Agreement to establish the terms and conditions under which the Parties will continue providing library services to the residents of the Town; and

WHEREAS, upon full execution of this Agreement, this Agreement shall replace the IGA described above.

NOW THEREFORE, BE IT RESOLVED that the Town of Guadalupe, Mayor and Council as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Mayor is authorized to fully execute Resolution No. R2020.20 in conjunction with the Intergovernmental Agreement (Exhibit A); and, any other documents in furtherance of this agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Guadalupe, Arizona, this 4th day of June, 2020.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard, Town Attorney

C2020-18
INTERGOVERNMENTAL AGREEMENT
FOR THE USE OF REAL PROPERTY
BY AND BETWEEN
THE MARICOPA COUNTY LIBRARY DISTRICT
AND
TOWN OF GUADALUPE

Agenda # C-65-20-xxx-x-xx
G-30223

This Intergovernmental Agreement (“Agreement”) is entered into by and between The MARICOPA COUNTY LIBRARY DISTRICT, a political subdivision of the state of Arizona (“Library District”) and the TOWN OF GUADALUPE, an Arizona municipal corporation (“Town. The Library District and Town may be referred to herein collectively as “Parties” and individually as a “Party.”

RECITALS

WHEREAS, Library District and Town are authorized to enter into this Agreement pursuant to A.R.S. §9-240, §11-951 and §11-952; and

WHEREAS, A.R.S. § 48-3901 provides for the establishment of a library district within Maricopa County and further provides that cities within the County may elect to become a part of, or to participate in, said library district; and

WHEREAS, the Library District and the Town have executed multiple agreements to cooperatively provide a public library for Guadalupe and Maricopa County residents for almost 20 years, and have most recently been providing library services in accordance with that certain Intergovernmental Agreement for the Guadalupe Branch Library under Maricopa County Agenda No. C-65-00-045-2-00, which was fully executed on August 9, 2000, and amended by an October 05, 2005 First Amendment (C-65-00-045-2-01), a June 23, 2010 Second Amendment (C-65-00-045-2-02), as well as a June 10, 2015 Third Amendment (C-65-00-045-2-03) (collectively, the “IGA”); and

WHEREAS, the term of the IGA expires on June 30, 2020; and

WHEREAS, participation in the Library District will provide benefits to the Town such as; full public library service with all operating costs paid by the Library District, specialized library programs and services recommended by a local advisory committee and approved by the Library District Board of Directors, and potentially improved and expanded services, materials, programs and hours of operations; and

WHEREAS, the Parties now desire to enter into this mutually beneficial Agreement to establish the terms and conditions under which the Parties will continue providing library services to the residents of the Town; and

WHEREAS, upon full execution of this Agreement, this Agreement shall replace the IGA described above.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The recitals shall, by this reference, are incorporated herein and made a part of this Agreement.
2. **Purpose.** The purpose of this Agreement is to identify and define the roles, responsibilities, liabilities, and rights of the Library District and Town for the continued operation of the Guadalupe Branch Library at that certain real property owned by the Town located at 9241 South Avenida del Yaqui, Guadalupe, Arizona, and depicted on **Exhibit "A"**, which is attached hereto and made a part hereof ("Property"), as well as for the continued operation of the library.
3. **Premises.** Town hereby grants Library District the right to continue to use and occupy approximately 3,776 square feet (SF) of that portion of the Property improved as the Northern portion of the Building known as the library, also depicted on **Exhibit "A"**, which is attached hereto and made a part hereof ("Premises").
4. **Effective and Commencement Dates.** This Agreement shall be effective upon the full execution of the Parties ("Effective Date") and shall commence on July 1, 2020 ("Commencement Date").
5. **Term.** The term of this Agreement shall be for five (5) years beginning on the Commencement Date and expire on June 30, 2025 unless sooner terminated as provided for in this Agreement.
 - 5.1 **Option to Renew.** Provided this Agreement is in full force and effect and neither Party is in default under any of the terms and/or conditions of this Agreement at the conclusion of the initial term set forth herein, or any renewal term as contemplated below, the Parties may, upon mutual written consent, renew this Agreement for four (4) terms of up to five (5) years each, but not to exceed a total of an another twenty (20) years ("Option").
 - 5.2 **Exercise of Option.** Library District shall notify the School District of its intent to renew, no later than the date which is at least ninety (90) days prior to the expiration of this Agreement or any renewal term, as the case may be. If the Parties mutually consent to renew this Agreement, the Library District shall then draft an amendment to the Agreement setting forth the new termination date and any amended terms agreed to by the Parties. Upon review and approval by the Parties' respective staff, the Parties will then seek approval of their governing bodies.

6. Permitted Use. The Library District shall use the Premises as a public library and shall have access twenty-four (24) hours per day and seven (7) days per week ("Permitted Use"). The Library District is also hereby granted a non-exclusive right to use in common with the Town, other tenants and occupants, and other parties authorized by the Town, common areas, which include, but are not limited to, parking areas, sidewalks, and other common areas and facilities as the Town shall, from time to time, designate for common use ("Common Areas").

7. Fees for Property Use. The Library District's operation of the library and use of the Premises and Common Areas is a mutual benefit to the Parties and the community as a whole. Therefore, the fee for the Library District's use of the Premises and Common Areas is \$0.00 per annum.

8. Utilities and Maintenance of Property. Town shall, at its sole cost and expense, be responsible for: (1) all utilities serving the Property and Premises except telecommunications; (2) provision of janitorial and landscape services for the Property and Premises; and (3) maintaining Property and Premises.

8.1 Reimbursement for utilities. Quarterly, Library District shall pay Town an amount to offset the costs related to the Premises. The amount of the quarterly reimbursement shall be set by mutual consent prior to the start of each fiscal year during the term of the Agreement or any renewal term.

9. Personal Property. Library District shall provide any personal property ("Library District Personal Property") necessary for its operations, including but not limited to furniture, computers, printers, copiers, and any other necessary equipment. The Parties agree that all Library District Personal Property shall continue to be owned by Library District and may be removed, at their sole discretion, at expiration or termination of this Agreement or any renewal term.

10. Town Obligations. The Town shall:

10.1 Cooperate with the Library District at all times in good faith in order to facilitate the provision of library services.

10.2 Maintain the Property, Premises and Common Areas:

10.2.1 In conformance with all applicable federal, state and local statutes, rules, laws, ordinances, regulations and codes; and

10.2.2 In good repair, to include correcting any hazardous conditions existing as the result of any structural defect or unsoundness. The term "structure" as used herein includes walls, roofs, floors, foundations, stairways, exterior sidewalks and all electrical, plumbing, heating and air-condition systems and equipment; and

10.2.3 In conformance with all applicable standards contained in the International Building Code for Life Safety ("IBC"), and to all provisions for handicapped accessibility set forth in A.R.S. §§ 9-499.02 and 34-401 through 34-439.

This will include, but not be limited to, handicapped accommodations such as restrooms, drinking fountains, pedestrian ramps; and
10.2.4 In conformance with all Americans with Disabilities Act requirements for public accommodations that are "readily achievable unless an undue burden would result."

10.3 Conduct routine maintenance which shall include, at a minimum: electrical and plumbing repairs, painting the interior walls, repairing or replacing floor covering(s), replacement of all broken glass, and performing all repair, replacement and/or maintenance of installed building utility system(s) and equipment (including water heaters, furnaces, air conditioners and fire extinguishers).

10.4 Coordinate as necessary to review and respond to any maintenance, repair, or operational needs identified by the Library District.

10.5 Insure the Property and Premises for all perils and risk coverage.

11. Library District Obligations

11.1. At its sole cost and expense, pay for the operation of the Library, and the Library's telecommunication expenses (including extension of the necessary utility connection), with revenues from the Library District tax levied pursuant to A.R.S. § 48-3903.

11.2. Require all employees who may be scheduled to work in the Library to be fingerprinted pursuant to A.R.S. § 15-512 prior to working in the Library.

11.3. Provide:

11.3.1. Centralized acquisitions, cataloging, processing and graphic arts services; and

11.3.2. Provide centralized personnel, fiscal, procurement, supply any other necessary administrative services; and

11.3.3. Provide coordinating and consulting services; and

11.3.4. Provide access to all library programs and materials within the Library District's system, including, but not limited to, audiovisual services and special collections; and

11.3.5. Provide policies, procedures and operations manuals and support network;

11.4. Coordinate with local schools to offer assistance in developing literacy improvement.

- 11.5. Provide advice and assistance to all library staff in programming, advanced reference research, online reference searches, microforms and reference collection development.
- 11.6. Provide coordinated children's programs and services which may include summer reading, year-round reading, film programs, book-week programs, storytelling, school visits, crafts, read-aloud programs, performances and special events.
- 11.7. Encourage input from citizens in the selection of library materials and programs.

12. Compliance with laws. Library District agrees to comply with all federal, state and local statutes, laws, ordinances, rules, and regulations which relate to their use of the Premises and Property.

13. Insurance. Library District and Town acknowledge and agree that the Parties to this Agreement are each self-insured or otherwise possess necessary and proper insurance policies under this Agreement. During the entire time that this Agreement is in force, each Party, at its sole cost and expense, shall carry and maintain levels of Commercial General Liability, Automobile Liability, Worker's Compensation insurance, Property, and Environmental/Pollution Insurance coverages that are considered standard for the Property, Premises and Permitted Use.

14. Indemnification. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

15. Conflicts; Termination.

- 15.1 As prescribed by A.R.S. § 38-511 as amended, either Party may cancel this Agreement within three years after its execution and without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of either Party is, at any time while the Agreement or any extension thereof is in effect, an employee or agent of either Party to the contract in any capacity or a consultant to any other Party to the Agreement with respect to the subject of this Agreement. In the event either Party elects to exercise its right under A.R.S. § 38-511 as amended, the Party agrees to give notice thereof immediately in writing to the other Party.
- 15.2 This Agreement may be terminated in whole or in part by either Party at the end of any fiscal year due to non-appropriation of funds without any penalty or liability to the other Party. A Party shall inform the other Party of the possibility of partial or full non-partial appropriation of funds as soon as the Party knows and collaborate to effect closure of the library as necessary.

15.3 This Agreement may also be terminated in whole by either Party for any reason, or no reason, by written notice at least one hundred eighty (180) days prior to the effective date of such termination (“Early Termination”).

15.4 Agreement may also be terminated in whole or in part by mutual written agreement of the Parties on an agreed upon date.

16. Default.

16.1 Each of the terms in this Agreement is considered material and failure to perform any of them shall constitute a breach of this Agreement. Either Party shall have the right to terminate this Agreement if the other Party does not, within thirty (30) days of receipt of a written notice thereof, cure any terms in default. Notwithstanding the foregoing, if the nature of the breach cannot be cured within said thirty (30) day period, the noticing Party shall not have the right to terminate this Agreement if the other Party commences the cure within the thirty (30) period and diligently pursues the cure to completion thereafter. Upon the occurrence of any default and at any time thereafter, Either Party may, but shall not be required to, exercise any remedies now or hereafter available to such party at law or in equity.

16.2 Neither Party shall be considered to be in default in the performance of any of the obligations hereunder, other than obligations to either Party to pay costs and expenses, if failure of performance shall be due to an uncontrollable force. The term “uncontrollable force” shall mean any cause beyond the control of the Party affected, including but not limited to failure of facilities, flood, earthquake, tornado, storm, fire, lightning, Arizona State government restriction caused by epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed so as to require either Party to settle any strike of labor dispute in which it may be involved. Either Party rendered unable to fulfill an obligation by reason of an uncontrollable force shall exercise due diligence to remove such inability with all reasonable dispatch. If either Party claims its failure to perform was due to an uncontrollable force, that Party shall bear the burden of proof that such activity was within the meaning and intent of this section, if such claim is disputed by either Party.

17. Disputes. Unless either Party elects to terminate as permitted herein, disputes arising from this Agreement shall be subject to arbitration as may be required by A.R.S. § 12-1518. A notice of a dispute must be provided in writing to the other Parties and provide a summary of the issue that is the subject of the dispute.

- 17.1 The Parties shall confer within thirty (30) days of receipt of a notice of dispute to resolve the dispute and/or decide, within ten (10) days after conferring, on a mutually acceptable arbiter. If a mutually acceptable arbiter cannot be agreed upon within thirty (30) days after conferring, the Parties agree that each Party shall name one (1) arbiter and those two (2) arbiters shall select a third arbiter. Any decisions made shall be made by a majority of the panel of three arbiters.
- 17.2 If any Party decides to proceed to arbitration in lieu of terminating this Agreement, arbitration shall be binding. The cost of any arbitration shall be shared equally by the Parties.

18. Notice Addresses. All notices herein required to be given shall be sent:

To Library District:

Director
Maricopa County Library District
2700 N. Central Avenue, #700
Phoenix, AZ 85004

With a copy to:

Director
Maricopa County Real Estate Dept
2801 W. Durango Street
Phoenix, AZ 85009

To Town:

Town Manager / Clerk
Town of Guadalupe
9241 S Avenida del Yaqui
Guadalupe, Arizona 85283

- 18.1 **Notice Requirements.** All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by first class, certified mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this section. The addresses specified in this section shall be that Party's address for delivery or mailing of notices. Any Party may, by written notice to the others, specify a different address for notice.
- 18.2 **Date of Notice.** Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon or the date refused. If sent by first class mail, the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Postal Service Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier.

19. Return of Premises. At the expiration of this Agreement, or early termination pursuant to the terms set forth herein, Library District shall return the Premises to Town in a reasonable condition, normal wear and tear excepted. Library District may, in its discretion, abandon the improvements made

by Library District or remove said improvements and restore the Premises to its original condition, ordinary wear and tear excepted.

20. Property Interest. The Parties intend and mutually agree that this Agreement shall be construed as an intergovernmental agreement for Library District to operate within the Premises. This Agreement shall not be construed as a lease, sublease, rental agreement or easement. It is understood and mutually agreed that Library District has no ownership interest whatsoever in the Town's real property.

21. No Assignment. Library District shall not assign any of the rights received pursuant to the terms of this Agreement without the prior written consent of Town.

22. Time is of the Essence. Time is of the essence in this Agreement. If the date for performance of any obligation hereunder or the last day of any time period provided herein shall fall on a Saturday, Sunday or legal holiday of the State of Arizona, then said date for performance or time period shall expire on the first day thereafter which is not a Saturday, Sunday or a legal holiday. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days and not business days.

23. No Partnership or Joint Venture. Nothing contained in this Agreement shall create any partnership, joint venture or other arrangement among the Parties. Except as expressly provided herein, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder.

24. Venue; Governing Law. The proper venue for any proceeding at law or in equity or under the provisions for dispute resolution/arbitration shall be Maricopa County. This Agreement shall be construed in accordance with and be governed by the laws of the State of Arizona.

25. Entire Agreement. This Agreement, together with any exhibits attached hereto and any agreements executed contemporaneously herewith, constitutes the entire agreement between the Parties and sets forth all of the covenants, promises, agreements, conditions and understandings among the Parties, and there are no covenants promises, agreements, conditions or understandings, either oral or written, among the Parties other than as set forth herein. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the Party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by the Parties. The Parties have reviewed this Agreement and have had the opportunity to have it reviewed by legal counsel.

26. Waiver. Waiver of any breach of any term, conditions or covenant herein contained shall not be deemed to be a waiver of any other term, condition or covenant herein, or of a subsequent breach of any term, covenant or condition herein. Any Party's consent to, or approval of, any subsequent or similar act shall not be deemed to render unnecessary the obtaining of that Party's consent to, or approval of, any subsequent or similar act by another Party, to be construed as the basis of an estoppel to enforce the provision or provisions of this Agreement requiring such consent.

27. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.

28. Authority to Execute. Each Party warrants that the person signing this Agreement has the authority to do so.

29. Headings. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

30. Cooperation. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by the Parties pursuant to this Agreement.

31. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto are upon the same instrument.

32. Not Binding Until Signed. Submission of this instrument for examination shall not bind the Parties in any manner, and no obligation on any Party shall arise until this Agreement is fully executed by the Parties and delivered to each Party.

34. Alterations. Throughout the Term, Library District may identify and request other alterations, improvements and/or modifications ("Alterations") of the Premises by Town as Library District funds become available. If the Town is amenable to the Alterations, the Parties shall proceed as follows:

- 1) The Library District shall prepare a detailed cost estimate for the Alterations.
- 2) Upon mutual agreement to the scope of work and cost estimate, the Library District shall provide the Town with written authorization to proceed with the Alterations.
- 3) Upon receipt of an itemized invoice, Library District shall reimburse Town an amount not to exceed the pre-approved cost estimate for the Alterations. Full payment for the Alterations shall be made by Library District within 45 days of receipt of an invoice approved by Library District.

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IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed:

TOWN of GUADALUPE

By: _____
Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager/Clerk 6/4/2020

This Agreement has been reviewed by the undersigned Attorney for the Town who have determined that it is proper in form and is within the power and authority granted under the laws of the State of Arizona.

David E. Ledyard, Town Attorney 6/4/2020

Exhibit "A"

THE PROPERTY & PREMISES
9241 South Avenida del Yaqui, Guadalupe, AZ - APN 301-44-022N



RESOLUTION R2020.21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN GUADALUPE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR SERVICES BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE TOWN OF GUADALUPE, ARIZONA FOR THE FOOD DISTRIBUTION AND SENIOR MEALS PROGRAMS – PROGRAM NUMBER CDBGCVGB.

WHEREAS, Maricopa County, administered by its Human Services Department, shall provide the Town of Guadalupe funding needed to meet increased health and essential services needs due the COVID-19 pandemic. Community Development Block Grant funds in the amount of \$5,640 for the purchase of supplies and materials for meal preparation, storage, and delivery for vulnerable and senior residents of Guadalupe, AZ; \$576.00 for operating service expenses; and \$20,000 for temporary accommodations for COVID-19 positive residents, as needed.

WHEREAS, the COVID-19 pandemic has increased the cost of delivery of essential public services, in a safe manner, to vulnerable residents of Guadalupe in three key areas: 1) Community Action Program (CAP) food distribution, 2) Senior Center home delivery and daily “to-go” meals to our Elders and 3) residents testing positive for COVID-19, who are unable to safely and properly quarantine at home, need proper separate temporary quarantine accommodations; and

WHEREAS, the program beneficiaries are the Town of Guadalupe vulnerable, COVID-19 positive and Senior residents; and

WHEREAS, the Town of Guadalupe shall assign qualified staff to manage and oversee services provided through this funding. The Town of Guadalupe shall immediately notify the County regarding any changes in staff committed to the CDBG-CV project. The County reserves the right to review the qualifications of new staff committed to the CDBG-CV project after the execution of this Agreement; and

WHEREAS, the Program Number for the food distribution and senior meals programs is CDBG-CVGB and the CFDA number is 14.218 and the DUNS number is 002503092; and

WHEREAS, the Town of Guadalupe and Maricopa County desire to enter into an intergovernmental agreement to set forth the duties of the Town and the County to complete the services during the term of the said agreement which begins on July 1, 2020 and ends on July 1, 2021.

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

That the Mayor, or designee, is authorized and directed to execute the intergovernmental agreement (C2020-19) for services between the Town of Guadalupe, Arizona and Maricopa County, as administered by its Human Services Department for the COVID-19 related food distribution, senior meals programs and temporary accommodations, in the amount of \$ \$26,216, program number: CDBGCVGB.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, THIS 4th DAY OF JUNE, 2020.

Valeria Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard, Town Attorney

C2020-19
 INTERGOVERNMENTAL AGREEMENT
 FOR SERVICES BETWEEN
 MARICOPA COUNTY
 ADMINISTERED BY ITS
 HUMAN SERVICES DEPARTMENT
 AND
 THE TOWN OF GUADALUPE

Contract Amount: \$26,216.00
 Contract Start Date: July 1, 2020
 Contract Termination Date: July 1, 2021
 Contract Number: _____
 Program Number: CDBGCVGB
 CFDA Number: 14.218- Community Development Block Grant
 DUNS #: 002503092

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

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

Subrecipient Representative:	Jeff Kulaga Town Manager	Phone: (480) 505-5376 Email: jkulaga@guadalupeaz.org Address: 9241 S. Avenida del Yaqui Guadalupe, AZ 85283
Maricopa County Representative:	Rachel Milne Assistant Director	Phone: (602) 372-1528 Email: rachel.milne@maricopa.gov Address: 234 N. Central Avenue, 3rd Floor Phoenix, AZ 85004

Notice under this Agreement shall be given by personal delivery or by registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth above and shall be effective, unless otherwise indicated in the notice, upon receipt if personally delivered and three (3) calendar days after being placed in the U.S. Mail properly addressed, with sufficient postage, if sent by registered or certified mail.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties. Nothing in this Agreement shall be construed as consent to any lawsuits or waiver of any defenses in a lawsuit brought against the County or the Subrecipient in any state or federal court.

The Parties have authorized the undersigned to execute this Agreement on their behalf.

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

APPROVED BY:

APPROVED BY:

THE TOWN OF GUADALUPE

MARICOPA COUNTY

Valerie Molina, Mayor

Chairman, Board of Supervisors

Date: 6/4/2020

Date: _____

Attested to:

Attested to:

Jeff Kulaga, Town Manager / Clerk

Fran McCarroll, Clerk, Board of Supervisors

Date: 6/4/2020

Date

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

David E. Ledyard Date: 6/4/2020
Attorney for the Subrecipient

Deputy County Attorney Date

SECTION 1

GENERAL PROVISIONS



**Maricopa County
Human Services Department**

1.0 PURPOSE

The County shall provide Subrecipient with U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant CARES Act (CDBG-CV) funds for the provision of Community Development Block Grant (CDBG) program activities as identified in Section 3 (Work Statement).

2.0 TERM

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

3.0 RENEWAL

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

4.0 AMENDMENTS

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

5.0 TERMINATION

5.1 Under A.R.S. §38-511, the County may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County is, at any time while this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of this Agreement. Additionally, under A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County from any other party to this Agreement arising as the result of this Agreement.

5.2 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the Board of Supervisors under the Availability of Funds provision). The notice shall be given by personal delivery or by registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth on page 1 of this Agreement.

5.3 This Agreement may be terminated by mutual written agreement of the Parties. The written agreement shall specify the termination date.

5.4 The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or the Subrecipient's non-compliance jeopardizes funding source financial participation.

5.5 If not terminated by one of the above methods, this Agreement will terminate upon the Termination Date stated on page 1 of this Agreement or expiration of any renewal term described in Section 3.0.

5.6 In accordance with 2 C.F.R. § 200, *et seq.*, the County may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement

or if the Subrecipient fails to maintain a good-faith effort to carry out the purpose of this Agreement.

- 5.7 Either the County or the Subrecipient may terminate this Agreement for convenience in accordance with 2 C.F.R. § 200, *et seq.* The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Party in writing stating the reasons for such termination.

6.0 EFFECT

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

7.0 DEFINITIONS

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

- 7.1 **Administrative Manual** means the Community Development Advisory Committee Policy Manual, September 20, 2017, as may be revised, for the administration of CDBG grants.
- 7.2 **Assistant Director** means the Director of the Housing and Community Development Division within the Human Services Department.
- 7.3 **CDAC** means the Community Development Advisory Committee.
- 7.4 **Department** means the Maricopa County Human Services Department.
- 7.5 **Director** means the Director of the Maricopa County Human Services Department.
- 7.6 **Division** means Housing and Community Development Division of the Human Services Department.
- 7.7 **Minority Business Enterprise (MBE)** means an entity which is majority owned or controlled by a socially and economically disadvantaged individual as described by Public Law. 95-507.
- 7.8 **Public Agency** has the meaning prescribed by A.R.S. § 11-951.
- 7.9 **Subcontract** means any Agreement entered into by a Subrecipient with a third party for performance of any of the work or provision of any of the services covered by this Agreement.
- 7.10 **Subcontractor** means an entity funded through the Subrecipient to provide services required by the Work Statement.
- 7.11 **Subrecipient** means a public or private nonprofit agency, authority or organization, or an entity described in 24 C.F.R. 570.204 (c), to which a subaward is made and which is accountable to the recipient for the use of the funds provided.
- 7.12 **Women's Business Enterprise (WBE)** means an entity in which a woman has majority ownership and control.

8.0 GENERAL REQUIREMENTS

- 8.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations of the United State Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
- 8.2 The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under

this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.

- 8.3 The Subrecipient is an independent contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the County.
- 8.4 The Subrecipient shall comply with the regulations prohibiting a conflict of interest. The Subrecipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in the Subrecipient's organization or with which the Subrecipient (or one of its directors, officers, owners, trust certificate holders, or relatives) has a substantial interest, unless the Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval therefore.
- 8.5 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

9.0 ACCEPTANCE OF FUNDS

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

10.0 ASSIGNMENT AND SUBCONTRACTING

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

11.0 AVAILABILITY OF FUNDS

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

12.0 BUDGET ADJUSTMENTS

Subrecipient must receive prior written approval from the County to move funds from one Budget Activity Line Item to another. Budget adjustments that do not change the Agreement amount may be documented by a written Change Order signed by the County and the Subrecipient's Representative as listed in Section 2 paragraph 11.1.18. Requests for adjustments to this Agreement must be supported by appropriate documentation. Any requests for reasonable budget adjustments must be submitted ninety (90) calendar days

prior to the expiration of this Agreement. If the County agrees to the budget adjustments, the County shall follow Section 1 (General Provisions) Paragraph 4.0 of this Agreement to amend this Agreement.

13.0 DISPUTES

- 13.1 Except as may otherwise be provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, which shall not exceed one hundred twenty (120) calendar days. Disputes which are not resolved in that time period, shall be submitted in accordance with the following formal dispute resolution process.
- 13.2 If a dispute cannot be resolved informally, the Subrecipient shall notify the Department in writing by mailing notice of the dispute to the Assistant Director within ten (10) business days from expiration of the informal dispute resolution process described in paragraph 13.1 above. The Assistant Director, as applicable, shall respond in writing to the Subrecipient within fourteen (14) business days after receipt of the Subrecipient's written notice. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) business days from the date the Subrecipient receives the decision, the Subrecipient files a written notice of appeal with the Department's Director who shall provide the Subrecipient with a written response within fourteen (14) business days following receipt of the Subrecipient's notice of appeal. The decision of the Director shall be final.
- 13.3 Pending a final decision of the Director, the Subrecipient shall diligently proceed with its performance of this Agreement in accordance with the Assistant Director's decision.

14.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

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

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

15.0 SEVERABILITY

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

16.0 STRICT COMPLIANCE

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

17.0 SINGLE AUDIT ACT REQUIREMENTS

If the Subrecipient receives \$750,000 in federal funds, the Subrecipient is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. §§ 7501, et seq.). The Subrecipient shall comply with 2 C.F.R. § 200 Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted within the twelve (12) months following the close of the fiscal year. The Subrecipient shall take corrective actions within six (6) months of the date of receipt of the reports. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if the Subrecipient is noncompliant with the audit requirements.

18.0 AUDIT DISALLOWANCES

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

19.0 COMPETITIVE BID REQUIREMENTS**19.1 Equipment**

If this Agreement is with other than a Public Agency, the Subrecipient shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost in accordance with the following competitive bidding system:

19.1.1 Procurements in excess of \$300, but less than \$1,000, require oral price quotations from two or more vendors. The Subrecipient shall keep and maintain a record of the vendors' verbal quotations. The Subrecipient's award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

19.1.2 Procurements exceeding an aggregate amount of \$1,000 must be approved by the Assistant Director. At least three (3) bidders shall be solicited to submit written quotations. The Subrecipient shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

19.2 Supplies

If this Agreement is with other than a Public Agency, then the Subrecipient shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and in accordance with a system of written quotes whenever the price is expected to be greater than \$300, unless the Subrecipient obtains the Assistant Director's prior written approval to purchase supplies by an alternate method.

19.3 Minority, Women and Small Business Enterprises

The Subrecipient shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.

19.4 Bidding Procedures

If the Subrecipient is a Public Agency, then the Subrecipient's own bidding procedures shall govern.

19.5 Procedures May Be Superseded

Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions section of this Agreement.

20.0 PROPERTY

Any property furnished or purchased under the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County, and shall revert to the County upon termination of this Agreement, unless the County determines otherwise. The costs to repair such property are the responsibility of the Subrecipient within the limits budgeted in this Agreement. Repair costs beyond the budgeted amount shall be approved by the Department.

21.0 NON-LIABILITY

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

22.0 INDEMNIFICATION

To the extent permitted by law, the Subrecipient shall, and shall cause any of its Subcontractors to, indemnify, defend save and hold harmless the County, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions (hereinafter referred to as "Indemnitee") from and against any and all claims, demands, actions, liabilities, damages, losses, judgments, or expenses (including court costs, attorney and expert fees, and costs of claim processing, investigation, and litigation) (hereinafter referred to as "Claims"): A.) that either directly or indirectly are caused by, arise from, or relate to breach of this Agreement by the Subrecipient and any of its Subcontractors, or any and all agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, or commissions of the Subrecipient and any of its Subcontractors; and B.) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused by, arise from, or relate to, in whole or in part, the negligent or willful acts or omissions of the Subrecipient or any of its Subcontractors, or any and all agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions of the Subrecipient and of any Subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of the Subrecipient or any of its Subcontractors to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subrecipient and any of its Subcontractors from and against any and all claims. It is agreed that the Subrecipient and any of its Subcontractors will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

23.0 INSURANCE

- 23.1 The Subrecipient, shall and shall cause any of its Subcontractors to purchase and maintain the minimum insurance stipulated in this Agreement from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6 or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company which is or companies which are authorized to do business in the State of Arizona, provided that such insurance company or companies meet the approval of the County. The form of any insurance policies and forms must be acceptable to the County.
- 23.2 All insurance required under this Agreement shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Agreement.
- 23.3 The Subrecipient's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.
- 23.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.
- 23.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible or self-insured retentions (or both) shall not be applicable with respect to the coverage provided to the County under those policies. The Subrecipient shall be solely responsible for the deductible and self-insured retention and the County, at its option, may require the Subrecipient to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 23.6 The County reserves the right to request and to receive, within 10 business days, certified copies of any or all of the insurance certificates required under this Agreement. The County shall not be obligated to review policies and endorsements or to advise the Subrecipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Subrecipient from, or be deemed a waiver of the County's right to insist on strict fulfillment of the Subrecipient's obligations under this Agreement.
- 23.7 The insurance policies required by this Agreement, except Worker's Compensation, shall name the County, its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions as Additional Insureds.
- 23.8 The policies required under this Agreement, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, board, and commissions for any claims arising out of the Subrecipient's work or service.
- 23.9 The Subrecipient's policies shall stipulate that the insurance afforded the Subrecipient shall be primary insurance and that any insurance carried by the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions shall be excess and not contributory insurance, as provided by A.R.S. § 41-621.
- 23.10 Coverage provided by the Subrecipient shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

- 23.11 Commercial General Liability:
 23.11.1 Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 23.12 Worker's Compensation:
 23.12.1 Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Subrecipient's employees engaged in the performance of the work or services under this Agreement; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
- 23.13 The Subrecipient waives all rights against County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions for recovery of damages to the extent these damages are covered by the Worker's Compensation and Employer's Liability or commercial umbrella liability insurance obtained by the Subrecipient pursuant to this Agreement.
- 23.14 Sexual Molestation and Physical Abuse:
 23.14.1 When services involve working with children, elderly, or disabled individuals, the insurance requirements in the (sub)contract must include coverage for "sexual molestation and physical abuse." Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, Subrecipients whose services include working with or caring (or both) for children/elderly and disabled persons should have their policies specifically endorsed to include this coverage.
- 23.15 The policy shall be endorsed to include coverage for sexual molestation and physical abuse at limits not less than \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate. These limits may be included within a General Liability policy, Professional Liability policy or provided by separate endorsement with its own limits as required. Subrecipient and its Subcontractors must provide the following statement on their Certificate(s) of Insurance: "Sexual molestation and physical abuse coverage is included." Policies/certificates stating that "Sexual molestation and physical abuse coverage is not excluded" do not meet this requirement.
- 23.16 Certificates of Insurance:
 23.16.1 Upon execution of this Agreement, the Subrecipient shall, and shall cause any of its Subcontractors, to furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Agreement, issued by the Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement by number and title.
- 23.17 Prior to commencing either work or services under this Agreement, the Subrecipient shall have insurance in effect as required by the Agreement in the form provided by the County, issued by the Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement

are in full force and effect. Such certificates shall be made available to the County with ten (10) business days after a request by the County. BY SIGNING THIS AGREEMENT, THE SUBRECIPIENT AGREES TO THIS REQUIREMENT AND THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS AGREEMENT.

- 23.18 In the event any insurance policy(ies) required by this Agreement is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Subrecipient's work or services and as evidenced by annual Certificates of Insurance.
- 23.19 If a policy does expire during the life of this Agreement, then a renewed Certificate of Insurance must be sent to the County forty-five (45) business days prior to the expiration date.
- 23.20 Cancellation and Expiration Notice:
23.20.1 Insurance required under this Agreement shall not be permitted to expire, be canceled, or materially changed without thirty (30) business days prior written notice to the County.
- 23.21 If the Subrecipient provides professional or semi-professional personal services under this Agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, or legal services, then the Subrecipient shall carry minimum liability coverage of \$2,000,000 each occurrence and provide the County with proof of coverage.
- 23.22 Subcontractors: The Subrecipient's certificate(s) shall include all Subcontractors as insureds under its policies or the Subrecipient shall furnish to the County separate certificates for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
- 23.23 Approval: Any modification or variation from the insurance requirements in any agreement must have prior approval from the County whose decision shall be final. Such action will not require a formal Amendment.
- 23.24 Exceptions: In the event the Subrecipient is a public entity, the Insurance Requirements shall not apply to such public entity. Such public entity shall provide a Certificate of Self-Insurance or a Certificate of Proof of Pool Insurance. Nongovernmental Subcontractors of the Subrecipient shall comply with all insurance terms.

24.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

25.0 TECHNICAL ASSISTANCE

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

Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

26.0 STAFF AND VOLUNTEER TRAINING

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

27.0 CLEAN AIR ACT

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

28.0 LOBBYING

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

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

29.0 RELIGIOUS ACTIVITIES

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

30.0 POLITICAL ACTIVITY PROHIBITED

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

31.0 COVENANT AGAINST CONTINGENT FEES

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

32.0 SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by any Party of any information concerning an applicant for, or recipient of, services under this Agreement is directly limited to the conduct of this Agreement. The Subrecipient and its agents shall safeguard the confidentiality of this information, as required by federal and state law. The Subrecipient shall include a clause to this effect in all Subcontracts.

33.0 RIGHTS IN DATA

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

34.0 COPYRIGHTS

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

35.0 AGREEMENT COMPLIANCE MONITORING/AUDITING

35.1 The County will monitor the Subrecipient's compliance with, and performance under, the terms and conditions of this Agreement and the applicable federal regulations promulgated by HUD. On-site visits for compliance monitoring may be made by the County and its grantor agencies (or both the County and its grantor agencies) at any time during the Subrecipient's normal business hours, announced or unannounced. During an on-site visit, the Subrecipient shall make all of its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.

35.2 The County shall request information for monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200, to include:

35.2.1 Financial Management 2 C.F.R. § 200.302

35.2.2 Internal Controls 2 C.F.R. § 200.303

35.2.3 Bonds 2 C.F.R. § 200.304

35.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305

35.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306

35.2.6 Program Income 2 C.F.R. § 200.307

35.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308

35.2.8 Period of Performance 2 C.F.R. § 200.309

35.2.9 Insurance Coverage 2 C.F.R. § 200.310

35.2.10 Record Retention and Access 2 C.F.R. § 200.31

35.2.11 Procurement Standards 2 C.F.R. § 200.318

35.2.12 Indirect Costs 2 C.F.R. § 200.414

35.2.13 Compensation-Personal Services 2 C.F.R. § 200.430

35.2.14 Audit Requirements 2 C.F.R. § 200.501-200.517

36.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS

36.1 The Subrecipient shall, during the term of this Agreement, immediately inform the Department in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the Subrecipient to notify the Department County of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.

36.2 The Department may request, and the Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of such other agreement or grant, when in the opinion of the Department the award of the

agreement or grant may affect the costs being paid or reimbursed under this Agreement.

- 36.3 If the Department determines that the award to the Subrecipient of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, then the Department will prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" section contained in this Agreement.

37.0 MINIMUM WAGE REQUIREMENTS

The Subrecipient agrees and warrants that it shall pay all its employees engaged in performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended and as specified by Arizona law.

38.0 RECOGNITION OF COUNTY SUPPORT

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

39.0 GRIEVANCE PROCEDURE

The Subrecipient shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the Subrecipient's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the Department if the grievance is not satisfied at the Subrecipient's level.

40.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS

- 40.1 The Subrecipient, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Subrecipient shall include this clause in all of its Subcontracts.
- 40.2 The Subrecipient shall comply with requirements of the Housing and Urban Development Equal Access Rule at 24 C.F.R. Part 5, Final Rule 5863, to ensure equal access to housing and services regardless of gender identity.

41.0 DISABILITY REQUIREMENTS

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

42.0 EQUAL EMPLOYMENT OPPORTUNITY

- 42.1 The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.
- 42.2 The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. Such

action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

43.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

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

44.0 FINANCIAL MANAGEMENT

The Subrecipient shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disposed of in a manner specified by the County in accordance with applicable state and federal regulations. The Subrecipient shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, then it shall be in accord with generally accepted accounting principles.

45.0 RETENTION OF RECORDS

- 45.1 This provision applies to all financial and programmatic records, supporting document, statistical records and other records of the Subrecipient that are related to this Agreement.
- 45.2 The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and state auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy, and make use of any and all of the records.

46.0 ADEQUACY OF RECORDS

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

47.0 IMMIGRATION LAWS AND REGULATIONS**47.1 Federal Immigration and Nationality Act**

47.1.1 The Parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Parties agree to comply with the IRCA in performing under this Agreement and to permit the other Party to inspect personnel records to verify such compliance.

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

47.1.3 The Parties may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should either Party suspect or find that the other Party or any of its subcontractors are not in compliance, then the Party may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension or debarment (or both) of the other Party. All costs necessary to verify compliance are the responsibility of the Subrecipient or its Subcontractor.

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

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

47.2.2 That a breach of a warranty under subsection 47.2 above, shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability; and

47.2.3 That the County and any contracting government entity retains the legal right to inspect the papers and employment records of any Subrecipient or Vendors employee who works on this Agreement to ensure that the Subrecipient or Vendors is complying with the warranty provided under subsection 47.2 above and that the Subrecipient agrees to make all papers and employment records of said employee(s) available during normal business hours in order to facilitate such an inspection.

48.0 DRUG FREE WORKPLACE ACT

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

49.0 EMPLOYMENT DISCLAIMER

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

50.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

- 50.1 The undersigned by signing and submitting this Agreement has the authority to certify the Subrecipient to the terms, representations, and warranties of this Certification. The Subrecipient, defined as the primary participant in accordance with 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 50.2 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 50.3 have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 50.4 are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 50.2 of this certification;
- 50.5 have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- 50.6 shall immediately notify the County if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement;
- 50.7 shall not enter into a subcontract or sub-recipient agreement with, or provide payment to, a person or organization that is debarred, suspended, declared

ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement;

- 50.8 The Subrecipient shall include without modification this Certification's language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," with all subgrantees or other Subcontractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R. Part 76; and
- 50.9 Should the Subrecipient not be able to provide this Certification, an explanation as to why shall be immediately provided to the Department, Attention: Project Manager at the address set forth on the cover page of this Agreement.

51.0 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

- 51.1 The Parties agree that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on the Subrecipient employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;
- 51.2 The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the Subrecipient and copies provided to County upon request; and
- 51.3 The Subrecipient shall insert the substance of this clause, including this paragraph 51.0, in all Subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

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

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

SECTION 2
SPECIAL PROVISIONS



Maricopa County
Human Services

1.0 STANDARDS

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

2.0 COMPLIANCE WITH LAWS, RULES & REGULATIONS

This Agreement and the Parties to it, are subject to all applicable federal, state, or local laws, rules, and regulations. The Subrecipient shall ensure compliance, and the Subrecipient shall comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement. Refer to the Default and Remedies for Noncompliance provided in the General Provisions.

3.0 IT 508 COMPLIANCE

Unless specifically authorized in the Agreement, any electronic or information technology offered to the County under this Agreement shall comply with A.R.S. § 41-3531 and § 41-3532 as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires the employees and members of the public shall have access to use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities

4.0 AUDIT REQUIREMENTS

In accordance with A.R.S. § 11-624, the Subrecipient shall, at its own expense, file with the County by March 31st of each Agreement year, either:

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

5.0 PROGRAM INCOME

- 5.1 All income received from a CDBG-CV funded project shall be considered program income and subject to the requirements set forth in CDBG Program regulations. Program Income includes, but is not limited to:
 - 5.1.1 sales/lease returns on investment; and
 - 5.1.2 payments of principal and interest on loans.
- 5.2 Program Income received by the Subrecipient shall be tracked and returned to the County as follows:
 - 5.2.1 program income shall be tracked by the Subrecipient and accounted for in a separate fund or account;
 - 5.2.2 documentation supporting the amount of program income received shall be submitted quarterly with the quarterly progress report;
 - 5.2.3 all program income shall be submitted at the end of each fiscal year, June 30th with a program income log that states program income received during the year.

- 5.3 Program income that is received after at the end of this Agreement shall be sent to the County in accordance with 24 C.F.R. § 92.503 within 30 days of receipt.

6.0 ADMINISTRATIVE REQUIREMENTS

- 6.1 Accounting Standards - The Subrecipient agrees to comply with this Agreement and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 6.2 Procurement - All procurement completed under this Agreement shall comply with the requirements at 2 C.F.R. Part 200, Subpart D, Procurement Standards. The Subrecipient may utilize their own procurement system that meets or exceeds the requirements in 2 C.F.R. 200 Subpart D. The Subrecipient shall maintain an accessible policy adopting 2 C.F.R. 200 Subpart D or a written procurement manual.
- 6.3 Repayment of Funds – The Subrecipient agrees to repay funds provided under this Agreement for noncompliance with the terms of this Agreement. Repayment shall be in accordance with the terms of this Agreement or the requirement of applicable laws and regulations, including continuing use compliance. The County may specify in writing, the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or alternative terms be accomplished later than sixty (60) calendar days following the written determination of noncompliance by the County.
- 6.4 Documentation and Record Keeping - The Subrecipient agrees to comply with this Agreement and the following record keeping requirements:
- 6.4.1 Records to be maintained - The Subrecipient shall maintain all records required by the federal regulations specified in 24 C.F.R. Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
- 6.4.1.1 Records providing a full description of each activity undertaken;
- 6.4.1.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program, including HUD required revisions that may be released after this Agreement has been executed;
- 6.4.1.3 Records required for determining the eligibility of activities;
- 6.4.1.4 Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance (Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 C.F.R. Part 570.505, as applicable);
- 6.4.1.5 Records that demonstrate citizen participation;
- 6.4.1.6 Records that demonstrate compliance regarding acquisitions, displacement, relocation, and replacement housing;
- 6.4.1.7 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- 6.4.1.8 Financial records as required by 24 C.F.R. Part 570.502, 2 C.F.R. § 200, and OMB Circulars;
- 6.4.1.9 Other records necessary to document compliance with Subpart K of 24 C.F.R. § 570;

- 6.4.1.10 Records documenting compliance with Section 3 of the Housing Development Act of 1968; and
- 6.4.1.11 Records documenting all procurement decisions and processes, including but not limited to quotes, bids, proposals, and bidder lists.
- 6.4.2 DUNS Number and SAM Profile - All Subrecipients and their Subcontractors shall have a valid Dun and Bradstreet (DUNS) number and an active profile in the federal System for Award Management (SAM).
 - 6.4.2.1 To obtain a DUNS Number use this link: <https://www.dnb.com/duns-number.html>
 - 6.4.2.2 For additional information on System for Award Management (SAM) and, DUNS use this link: <https://www.sam.gov/SAM/pages/public/generalInfo/aboutSAM.jsf>
- 6.4.3 Housing - Records that demonstrate compliance with deeds of trust, promissory notes, and forgivable loans associated with owner occupied housing activities.
- 6.4.4 Public Facilities - Records that demonstrate continuing ownership and eligible use of facility according to CDBG regulations.
- 6.4.5 Outcome Measures – The Subrecipient shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.
- 6.4.6 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all CDBG requirements have been met. In the event of litigation, a claim, or an audit is begun before the expiration of this retention period, said records shall be retained until all such action or audit findings involving the records have been resolved.
- 6.4.7 Disclosure - The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.
- 6.4.8 Client Data - The Subrecipient shall maintain client data:
 - 6.4.8.1 Demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and
 - 6.4.8.2 Required to meet reporting requirements including client race and ethnicity, and a description of the service(s) provided.
- 6.4.9 Property Records - The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.
- 6.4.10 Audits and Inspections - All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, their designees, or the federal government, at any time during normal business hours, as often as the County deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports must be addressed by the Subrecipient within 45 calendar days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements shall constitute

- a violation of this Agreement and may result in the withholding of future payments.
- 6.4.11 The Subrecipient hereby agrees to have an Annual Audit conducted in accordance with Maricopa County Human Services' Admin Manual – Community Development. The Annual Audit requirement is applicable regardless of the amount of funding received by Subrecipients via this Agreement.
- 6.5 Reporting
- 6.5.1 Progress Reports - The Subrecipient shall be responsible to provide reports on all activities related the Scope of Work. The Subrecipient agrees to submit to the County Performance Reports:
- 6.5.1.1 Monthly Performance Report, Project Schedule Update, and Household Demographics Report in the forms and content as required by the County, as indicated on the forms. Monthly Performance Reports shall be due on the 15th of the month, addressing activities of the proceeding month. If there has been no activity, then the reports need to explain why. Failure to submit timely reports will result in suspension of payment for reimbursement requests until all reports are brought current.
- 6.5.1.2 Minority Business Enterprise/Women Business Enterprise (MBE/WBE) information; and
- 6.5.1.3 Other HUD-required reporting data as applicable shall be submitted.
- 6.5.2 Continuing Use Requirements - If the activity is a public facility, the Subrecipient shall provide the County, on an annual basis, a Certificate of Use Statement certifying that the facility is being used to meet a national objective and eligible activity.
- 6.5.3 Program Income – The Subrecipient agrees to comply with the quarterly and annual program income reporting requirements of 24 C.F.R. 570.504 and the Administrative Manual. The Subrecipient shall report program income received and expended program income as defined in 24 C.F.R. § 570.500 generated by activities carried out with CDBG funds made available under this Agreement. Documentation supporting the amount of program income received and expended shall be submitted with the reports required. Subrecipient shall account for program income and maintain a separate account for these funds. Program income shall be retained by the Subrecipient and shall be used only for CDBG eligible activities as outlined in the HUD CDBG regulations and the Maricopa County Human Services' Admin Manual – Community Development. The Subrecipient further agrees that these funds shall be utilized to pay for CDBG activities prior to requesting any reimbursement from County for any CDBG activities.
- 6.6 Performance Monitoring - The County shall monitor the Subrecipient to determine if CDBG -funded activities are implemented and administered in accordance with this Agreement and all applicable federal requirements and gauge performance of the Subrecipient against goals and performance standards required in this Agreement. The Subrecipient will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring. Failure of Subrecipient to administer, implement and perform as determined by federal regulations and County policies shall constitute non-compliance with this Agreement and is subject to the Default and Remedies for Noncompliance provided in this Agreement.

6.7 Subcontracts

- 6.7.1 Approvals - The Subrecipient shall not commit to any pre-contract costs or enter into any Subcontract(s) with any agency or individual in the performance of this Agreement without the Notice to Proceed from the County. Execution of construction Subcontracts may not occur until a letter stating the Subrecipient is not on the debarred list is received from the County.
- 6.7.2 DUNS Number: All Subcontractors shall have a valid DUNS number and an active profile in the federal System for Award Management (SAM).
- 6.7.3 Selection Process - The Subrecipient shall insure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all Subcontracts shall be forwarded to the County along with documentation, if requested, concerning the selection process.
- 6.7.4 Section 3 of the Housing and Urban Development Act of 1968 - The Subrecipient shall include the Section 3 clause in Subcontracts, as required, and shall take appropriate action under the Subcontract upon a finding that the Subcontractor is in violation of regulations issued by HUD/County. The Subrecipient shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Section 135.
- 6.7.5 Agreement Monitoring - The Subrecipient shall monitor/review all Subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in the Progress Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.
- 6.7.6 Noncompliance by Subcontractor(s) may lead to default of this Agreement and subject the Subrecipient to the Default and Remedies for Noncompliance provisions of this Agreement.

7.0 POLICY/ADMINISTRATIVE MANUALS USE

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

8.0 ENVIRONMENTAL CONDITIONS

- 8.1 Notwithstanding any provision of this Agreement, the Parties agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 C.F.R. Part §58. The Parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.
- 8.2 The Subrecipient agrees to comply with: The National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 C.F.R. Parts 1500 - 1508, Environmental Review Procedures for Title I of the Community Development Block Grant program pursuant thereto Title 24 C.F.R. Part 58, Subpart A; and with all conditions required in the process of the environmental assessment. An Environmental Review Record (ERR) shall be completed before taking any physical action on a site or entering into Agreements. If federal funds are involved in an activity, then neither federal

- nor non-federal funds may be expended or committed by Agreement (conditional or not) for activities related to this project including design work, until the County provides written authorization based on approval of an ERR.
- 8.3 Air and Water - The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
- 8.3.1 Clean Air Act, 42 USC § 7401, et seq., as amended.
- 8.3.2 Federal Water Pollution Control Act, as amended, 33 USC § 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.
- 8.3.3 Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.
- 8.3.4 The Subrecipient agrees to comply with conditions set forth by the Air Quality Department or other County agency, as required.
- 8.4 Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. (In the case of housing, the homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.)
- 8.5 Historic Preservation - The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC § 470) and the procedures set forth in 36 C.F.R. Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older, or that are listed or eligible for the National Register of Historic places or included on any state or local historic property inventory or any archaeological findings.
- 8.6 Notice to Proceed (NTP) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and NTP shall rest with the County. It is the responsibility of the Subrecipient to notify the County, and to refrain from making any commitments and expenditures on a site until a Notice to Proceed has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

9.0 TIMELY IMPLEMENTATION

The Subrecipient agrees that timely implementation of the activity is essential. Subrecipient agrees that implementation of activities including design/development or construction (or both) shall commence not later than 90 calendar days after the execution of this Agreement. If the 90-day commencement date is not met, or whenever a Subrecipient's implementation of an activity lags the contractual activity schedule by 90 calendar days or more, the Subrecipient shall be required to submit in writing to CDAC the reasons for failure to implement the activity within the stipulated time frame. The Subrecipient shall allow the County to provide technical assistance if the project is more than 90 calendar days behind schedule. In addition, the Subrecipient must present a

corrective action plan that ensures timely implementation, as provided for in the CDAC/BOS Policy Manual. Failure to implement the activity in a timely manner shall be considered ineffective use of funds as well as a material failure to comply with all terms of the award of this Agreement and shall be considered cause for termination of this Agreement.

10.0 ACTIVITY COMPLETION

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

11.0 OPERATION & MAINTENANCE

Upon completion of the activity, the Subrecipient or other party, if identified, shall assume sole responsibility for continuing operation and maintenance of the activity described in Work Statement.

12.0 ADDITIONAL CERTIFICATIONS AND WARRANTIES

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

12.1.1 The Housing and Community Development Act of 1974 (P.L. 93-383) as amended by the Housing and Urban Rural Recovery Act of 1983 (P.L. 98-181), the Housing and Community Development Act of 1987 and the Cranston-Gonzalez National Affordable Housing Act (P.L. 101-625);

12.1.2 Regulations of the Department of Housing and Urban Development relating to Community Development Block Grants (Title 24, Chapter V, Part 570 of the Code of Federal Regulations (C.F.R.), commencing at Section 570.1);

12.1.3 Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended; Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended; Section 109 of the Title I of the Housing and Community Development Act of 1974 as amended; EXECUTIVE ORDER 11063, as amended; and any HUD regulations heretofore issued or to be issued to implement these authorities related to Civil Rights;

12.1.4 The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and regulations in 2 C.F.R. § 200.321 and of Section 281 of the National Housing Affordability Act;

12.1.5 Section 504 of the Rehabilitation Act of 1973 as amended and the Americans With Disabilities Act, of 1990;

- 12.1.6 Fair Housing Amendments Act of 1988;
- 12.1.7 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and the Uniform Relocation Act Amendments of 1987 (Title IV, P.L. 100-17, April 2, 1987 and regulations adopted to implement that Act pursuant thereto Title 24, C.F.R. Part 42 as amended;
- 12.1.8 The Architectural Barriers Act of 1969 (42 U.S.C. Section 4151-4157);
- 12.1.9 The Hatch Act relating to the conduct of political activities (Chapter 15 of Title 5, U.S.C.);
- 12.1.10 Section 902 of the Housing and Community Development Amendments of 1978 (P.L. 95-557);
- 12.1.11 Executive Order 11246 and the regulations issued pursuant thereto (41 C.F.R. Chapter 60) relating to nondiscrimination in employment and contracting opportunities;
- 12.1.12 The Labor Standards Regulations set forth in 24 C.F.R., Part 570.603; the Davis-Bacon Act as amended; the provisions of Contract Work Hours and Safety Standards Act; the Copeland "Anti-Kickback" Act (40 U.S.C. § 276a-276a-5; 40 USC § 327 and 40 USC § 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request;
- 12.1.13 Executive Order 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" pursuant to Title VI of the Civil Rights Act; and
- 12.1.14 The Drug-Free Workplace Act of 1988 as it applies to this activity.
- 12.1.15 The Subrecipient shall warrant and cause its Subcontractors to warrant that they are in compliance with immigration laws and regulations at A.R.S. §§ 41-4401 and 23-214.
- 12.1.16 Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of
 - 12.1.16.1 2 C.F.R. § 225, "Cost Principles for State, Local and Indian Tribal Governments," and
 - 12.1.16.2 2 C.F.R. § Part 200 including Subpart D – Post Federal Award Requirements, Subpart E – Cost Principles, and Subpart F – Audits.
- 12.1.17 Subrecipients that are non-profits shall comply with the requirements and standards of:
 - 12.1.17.1 2 C.F.R. Part 230, "Cost Principles for Nonprofit Organizations," or 2 C.F.R. 220, "Cost Principles for Educational Institutions," as applicable,
 - 12.1.17.2 OMB Circular A-134, "Financial Accounting Principles and Standards," and
 - 12.1.17.3 2 C.F.R. § Part 200 including Subpart D – Post Federal Award Requirements, Subpart E – Cost Principles, and Subpart F – Audits. Audits shall be conducted annually.
- 12.1.18 Changes – The County may, at any time, by written Change Order/Administrative Change executed by the Director of the Human Services Department, make changes within the general scope of this Agreement in any one or more of the following areas:

- 12.1.18.1 Modifications to the project implementation schedule as long as it does not extend or shorten the term of the Agreement;
 - 12.1.18.2 Minor changes in the Work Statement, provided the overall scope of work for the project is unchanged;
 - 12.1.18.3 Value engineering of the work, provided that the change is made only to reduce the cost of the project and not to reduce the scope of work, and that the overall scope is not changed;
 - 12.1.18.4 Modifications to terms consistent with any changes required by federal, state, or County regulations ordinances or policies; and
 - 12.1.18.5 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies or requirements.
- 12.1.19 The Parties agree that the terms, conditions and sums payable under this Agreement are subject to any changes or limitations which may be required by HUD and the CDBG Program regulations.
- 12.1.20 The 2019-20 Annual Action Plan, as amended, and the CDBG-CV Application for this project are hereby incorporated by reference into this Agreement.
- 12.1.21 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior agreements, representations, statements and undertakings are hereby expressly cancelled.

SECTION 3
WORK STATEMENT



Maricopa County
Human Services

1.0 SPECIAL FEDERAL AND PROJECT PROVISIONS

- 1.1. Program Activity: The Subrecipient agrees to implement the activity fully as described in:
 - 1.1.1. This Work Statement in accordance with the terms of the 2015-2020 Five-Year Consolidated Plan, as amended,
 - 1.1.2. The 2019-20 Action Plan submitted by the County to HUD for funds to carry out the activity, as amended,
 - 1.1.3. The Subrecipient's application for funding, as approved by CDAC,
 - 1.1.4. The Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with
 - 1.1.5. Any Cooperation Agreements between the Subrecipient and the County (as applicable).

2.0 SCOPE OF WORK

- 2.1 Project Description: The Subrecipient shall provide temporary accommodations to COVID positive residents, purchase supplies for meal preparation, storage, and delivery for vulnerable and senior residents of Guadalupe, AZ. The supplies will include food, containers, personal protective equipment, and cleaning supplies.
- 2.2 Project Purpose: The COVID-19 pandemic has increased the cost of delivery of essential public services, in a safe manner, to vulnerable residents of Guadalupe in two key areas: 1) Community Action Program (CAP) food distribution and 2) Senior Center home delivery and daily "to-go" meals to our Elders. The demand for food distribution has increased, and the senior meals can no longer be served at the Senior Center. The supplies will allow Guadalupe to safely meet the increasing and changing demand for services.
- 2.3 Project Beneficiaries: Town of Guadalupe Vulnerable and Senior Residents.
- 2.4 Project Staff: The Subrecipient shall maintain staff qualified to perform the duties of the project. The Subrecipient shall immediately notify the County regarding any changes in staff committed to the CDBG-CV project. The County reserves the right to review the qualifications of new staff committed to the CDBG-CV project after the execution of this Agreement.
- 2.5 Subcontractors: The Subrecipient shall select Subcontractors in accordance with Administrative Requirement of this Agreement. The Subrecipient shall contract with responsible and qualified Subcontractors to perform the duties of the project. The Subrecipient shall verify the qualifications of each Subcontractor through license verification, references, and SAM.gov.

SECTION 4
BUDGET AND COMPENSATION



Maricopa County

Human Services

1.0 BUDGET

Activity	Budget
Materials and Supplies	\$5,640.00
Operating Services	\$576.00
Temporary Accommodations for COVID positive residents	\$20,000
Total	\$26,216.00

2.0 COMPENSATION

- 2.1 Subject to the availability and authorization of funds for the explicit purposes set forth in the Work Statement, the County will pay the Subrecipient compensation for services rendered as indicated in the following subsections.
- 2.2 Subrecipient shall be reimbursed utilizing Catalog of Federal Domestic Assistance (CFDA):14.218, Community Development Block Grant (CDBG) provided to the County through the U.S. Department of Housing and Urban Development (HUD).
- 2.3 The County shall reimburse the Subrecipient on a net "0" payments standard.

3.0 METHOD OF PAYMENT

- 3.1 The Subrecipient agrees to submit monthly reimbursement requests to County unless monthly expenditures for the activity do not exceed One Thousand Dollars (\$1,000.00). County agrees to reimburse Subrecipient for actual allowable costs incurred, upon certification of Release of Funds and submittal by Subrecipient of an itemized statement of actual expenditures incurred, supported by back up documentation such as:
 - 3.1.1 invoices and copies of checks showing payment of invoices and/or
 - 3.1.2 timesheets showing hours worked on eligible activities.
- 3.2 Reimbursement by County is not to be construed as final in the event that HUD disallows reimbursement for the activity or any portion thereof. Funds not expended in implementing this CDBG-CV activity or upon completion of the activity shall be returned to the CDBG-CV unprogrammed funds account as provided by the Administrative Manual. Request for reimbursement must be made using the Request for Reimbursement form provided by the County.

4.0 TIMELINESS

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

5.0 REIMBURSEMENT

The County shall provide an amount not-to-exceed six thousand two hundred sixteen dollars (\$6,216.00) subject to the terms of this Agreement and availability of funds. This Agreement price constitutes the County's entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

6.0 DISALLOWED COSTS

- 6.1 The cost principles set forth in the Code of Federal Regulations, 48 C.F.R., Chapter 1, Subchapter e, Part 31, (October 1, 2011), including later amendments and editions on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Agreement provisions that provide for the reimbursement of costs. Those costs that are specifically defined as unallowable

therein will not be submitted for reimbursement by the Subrecipient and may not be reimbursed with County funds. In addition, the Subrecipient shall comply with the following publication (including subsequent revisions), as applicable:

6.1.1 Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200.

7.0 FINAL REIMBURSEMENT UPON CONTRACT TERMINATION

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

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

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

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

SECTION 5
ATTACHMENTS



Maricopa County
Human Services

ATTACHMENT 1

**Certification for
a Drug-Free Workplace**

U.S. Department of Housing
and Urban Development

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

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

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

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

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

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

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

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

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

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

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

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

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

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

Name of Authorized Official		Title	
Signature		Date	
X			

form HUD-50070 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

ATTACHMENT 2

**Certification of Payments
to Influence Federal Transactions**

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

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

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

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

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

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

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

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

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

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Previous edition is obsolete

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

ATTACHMENT 3
Specific CDBG Certifications

The Subrecipient certifies that:

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

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

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

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

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

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

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

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

Excessive Force -- It has adopted and is enforcing:

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

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

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

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

Signature/Authorized Town Official

Date

Printed/Typed Name

Title

Subrecipient Name