



NOTICE OF REGULAR MEETING OF THE GUADALUPE TOWN COUNCIL

MONDAY, DECEMBER 9, 2019

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
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 Monday, December 9, 2019, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona.

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES
 1. Approval of the November 14, 2019, 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: None.
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
 1. **MARICOPA COUNTY ANIMAL CARE AND CONTROL:** Staff will report on current animal care and control activities in cooperation with Maricopa County Animal Care and Control and current Town Codes related to animal control. Council may provide direction to the Town Manager / Clerk and Town Attorney.
 2. **GRANT PROGRAMMING UPDATE:** Staff will report on the current status of grant requests and grant programming, including Community Development Block Grants, Congestion Mitigation and Air Quality Program grants and gaming grant revenue sharing. Council may provide direction to the Town Manager / Clerk.
 3. **AK-CHIN INDIAN COMMUNITY GAMING GRANT – RESOLUTION NO. R2019.22:** Council will consider and may adopt Resolution No. R2019.22 authorizing the Mayor to execute an intergovernmental agreement, (IGA C2019-31), between the Ak-Chin Indian Community and the Town of Guadalupe to accept a 12% Gaming Grant in the amount of \$70,000 for the purpose of funding a one-time purchase of 18 complete sets of firefighter protective clothing including: coats, pants, suspenders, gloves and hoods; and, sign all necessary documents in furtherance of this agreement. Council may provide direction to the Town Manager / Clerk.



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4. **SPEED HUMPS/BUMPS AND TRAFFIC CONTROL:** Council will consider a traffic study analysis and traffic calming suggestions in response to a September 9, 2019, request by the Pascua Yaqui Tribe Housing Division to install speed bumps on various Town streets. Council may provide direction to the Town Manager / Clerk.

5. **PUBLIC HEARING – HEALTH AND SANITATION ORDINANCE (ORDINANCE NO. O2019.04):** Introduce and hold a public hearing for the adoption of Ordinance No. O2019.04, amending Chapter 10, Health and Sanitation, , Article 10-1, Garbage and Trash Collection, of the town of Guadalupe Code of Ordinances by adding language relating to real property owner or occupant requirements for solid waste collection services. Council may provide direction to the Town Manager / Clerk. *(related to G6)*

6. **HEALTH AND SANITATION ORDINANCE (ORDINANCE NO. O2019.04):** Council will consider and may adopt Ordinance No. O2019.04, amending Chapter 10, Health and Sanitation, Article 10-1, Garbage and Trash Collection, of the town of Guadalupe Code of Ordinances by adding language relating to real property owner or occupant requirements for solid waste collection services. Council may provide direction to the Town Manager / Clerk. *(related to G5)*

7. **SOLID WASTE FUND FINANCIAL STATUS REPORT:** Staff will provide an overview of the status of the Solid Waste Fund including current revenues and expenses, historic trends, and comparisons to other municipalities. Council may provide direction to the Town Manager / Clerk.

8. **AWARD OF BID – SOLID WASTE COLLECTION SERVICES:** Council will consider the staff recommendation to award a ten-year contract with two consecutive one year renewal options to RAD Right Away Disposal Service, to provide solid waste disposal and recycling services. Council may award the contract in its substantial form to RAD Right Away Disposal Services and direct the Town Manager / Clerk to execute the complete contract based on selection of service option. Service would begin on March 1, 2020.

9. **MARICOPA COUNTY COMMUNITY COLLEGES DISTRICT EDUCATIONAL SERVICES AGREEMENT:** Council will consider and may take action to approve an agreement with the Maricopa County Community Colleges District for the administration of tuition-free programs related to various career fields for qualified Town of Guadalupe residents. The programs will be held from January through March, 2020. Council may provide direction to the Town Manager / Clerk.

H. TOWN MANAGERS' COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



December 5, 2019

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: December 9, 2019 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:

G1. Maricopa County Animal Care and Control: Staff will report on current animal care and control activities in cooperation with Maricopa County Animal Care and Control, including current Town codes related to animal control. Town Manager / Clerk and Town Attorney would seek direction from Town Council. (Pages 17-34)

G2. Grant Programming Update: Staff will provide an update of the 2019 grant activity with a focus on tribal revenue sharing grant requests and a review of specific project grants from the past four years. During the past four years, \$7.15MM has been awarded to the Town from various agencies for capital projects, equipment needs, and for providing Town services. These include neighborhood flood control projects, Safe Routes to School Study, fire station renovations, firefighter equipment, street paving projects, and Community Action Program Office and Senior Center services. Of note, the \$3.5 federal transportation grant through MAG will fund the renovation of Avenida del Yaqui, with the Arizona Department of Transportation serving as the project manager. Design for this project will start in January 2020, with construction scheduled for spring 2021.

Regarding 2019 gaming grants, to date, three grants totaling \$164,000 were awarded to the Town, with three grant requests currently under consideration. Overall, 18 grant request applications totaling \$1.485 million have been submitted to five entities, five grants submitted to the Pascua Yaqui Tribe remain under consideration. Pages (35-36)

G3. Ak-Chin Gaming Grant (Resolution No. R2019.22): The Ak-Chin Indian Community has awarded the Town of Guadalupe \$70,000 in 12% gaming grant funds for a one-time purchase of 18 complete sets of firefighter protective clothing including: coat, pants, suspenders, gloves and hoods and refers to Article I, 1.2c, of the IGA. The Town Council adopted Resolution No. R2019.01 on June 27, 2019 authorizing the submittal of this grant request. Should Council adopt Resolution No. 2019.22, staff will initiate the equipment purchase. Resolution No. R2019.22 and IGA C2019-31 are included. Pages (37-51)

G4. Speed Humps: At the September 12, 2019, Regular Council Meeting, requests were made for speed control on Calle Senu, Calle Naiki, Calle Vahi and Calle Woi by the Pascua Yaqui Tribe Housing Division. Their requesting letter is attached. In response to this request, Town staff, Town Engineer, and the Maricopa County Sheriff's Office examined traffic conditions, including vehicle volume counts and speeds, and pedestrian activity.

Traffic speed and traffic volume data were collected at seven locations in the area on days in September or October for a four to five hour period. Specifically studied was eastbound and westbound traffic on:

- Calle Senu at Calle Naki.

Other locations studied were:

- Calle Tomi at Calle Fortunato Serrano: northbound
- Calle Tomi at Calle Fortunato Serrano: southbound
- Calle Fortunato Serrano: southbound
- Calle Vaou Nawi: northbound

Observed traffic conditions during these “snapshot in time” periods are as follows: traffic volumes and speeds measured at all locations were at levels to be expected on residential street with average speed below the 25 mile per hour (mph) speed limit and the 85% speed near 25 mph speed limit. Only one location Calle Senu at Calle Naki recorded more than 20 % of vehicles exceeding the speed limit. Data collected at each location are reported on the attached tables.

Location	Average Speed	85% Speed	% of Vehicles Exceeding Speed Limit
Calle Senu at Calle Naki. Eastbound	18.61	25	13.06%
Calle Senu at Calle Naki. Westbound	20.60	27	22.33%
Calle Tomi at Calle Fortunato Serrano: northbound	19.27	25	13.44%
Calle Tomi at Calle Fortunato Serrano: southbound	20.46	26	15.82%
Calle Tomi at Calle Fortunato Serrano: southbound	18.79	25	7.36%
Calle Fortunato Serrano: southbound	13.40	17	0%
Calle Vaou Nawi: northbound	17.23	23	6.53%

From a traffic engineering perspective, the data does not suggest any additional traffic speed controls are warranted.

However, field observations taken on October 30 and 31 by the Town Engineer and Town Manager when the speed trailer was not present suggested a tendency of vehicles traveling northbound and southbound on Calle Tomi and westbound on Calle Senu to exceed the 25 mph speed limit.

It was also observed a vandalized 20 mph speed limit sign is located on Calle Vahi, east of Avenida del Yaqui and a 15 mph speed limit sign on Calle Tomi south of Calle Fortunato Serrano.

Existing speed bumps are located:

- One on Calle Tomi south of Calle Fortunato Serrano
- Five on the Calle Fortunato Serrano loop
- Three on the Calle Brigido Valenzuela loop

Based on this review and field observation, new and replaced or relocated speed humps and associated advanced warning signs are suggested as follows and referring to the Neighborhood Traffic Safety Presentation. Pages (52-75) Referring to the map, the following improvements are suggested:

Location: Suggestion:

- A. Replace existing 20 speed limit sign with 25 mph speed limit sign.
- B. Install pedestrian warning sign on Calle Senu approximately 100 feet east of Avenida del Yaqui.
- C. Relocate speed hump to Calle Senu: approximately 215 feet west of the Calle Senu and Calle Naki intersection.
- D. Install new speed hump on Calle Senu: approximately 190 feet east of the Calle Senu and Calle Naki intersection.
- E. Calle Tomi: approximately 65 feet south of the south Calle Tomi and Calle Fortunato Serrano intersection

- F. Relocate speed hump to Calle Tomi: approximately 95 feet north of the north Calle Tomi and Calle Fortunato Serrano intersection
- G. Remove existing sign
- H. Remove existing sign and replace with pedestrian sign
- I. Remove existing sign and replace with 25 mph sign.

Funding:

The currently approved \$438K CDBG repaving project allows funding for the speed humps at no cost to the Town.

To do so, two of the existing speed bumps on Calle Fortunato Serrano and one on Calle Brigido Valenzuela will be removed and not replaced at current locations. Rather these three will be installed at the recommended locations. To note, three of the five speed bumps on Calle Fortunato Serrano and one of the two Calle Brigido Valenzuela will be replaced as part of the \$438K CDBG repaving project. Map A illustrates the current and recommended speed bump/hump locations. Should Council chose to proceed, installations would occur as part of the CDBG repaving project scheduled to begin in spring 2020.

Traffic sign changes are the responsibility of the Town. An estimated cost for four new signs, posts and blue stake is approximately \$3,000. These signs can be installed prior to the speed hump installation within the next four to six weeks.

Regarding speed limits, per Town Code, speed limits on all streets in the area are 25 mph:

Town Code Section 13-2-13 Speed Limits: (Ordinance 88-04)

Section 13-2-13 Speed Limits

- A. No person shall drive a vehicle on any street within the town limits at a speed in excess of twenty-five miles per hour, and any speed in excess of this speed shall be prima facie evidence that the speed is too great and therefore unreasonable and unlawful.
- B. The maximum lawful speed as provided in this section shall be reduced to that which is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing as per A.R.S. Section 28-701D.
- C. No person shall drive a motor vehicle at a speed that is less than that which is reasonable and prudent under existing conditions.

Ordinance 95-01:

WHEREAS, A.R.S. § 9-240, 9-276 and 28-703 provides local authority to regulate traffic on Town streets, to abate and remove nuisances and to establish the punishment therefore;

BE IT ORDAINED by the Mayor and Common Council of the Town of Guadalupe,

Arizona:

Section 1:

A. The speed limit for commercial vehicle traffic on San Angelo Street between Avenida del Yaqui and Calle Maravilla shall be fifteen miles per hour.

B. The speed limit for commercial vehicle traffic on Calle Iglesia between Avenida del Yaqui and Calle Yusuco shall be fifteen (15) miles per hour.

G5 and 6. Health and Sanitation Ordinance (Ordinance No. O2019.04): Council will consider adding language to Chapter 10, Health and Sanitation of the Town Code to more clearly articulate the responsibility of a real property owner or resident of a property if not owner occupied to obtain solid waste collection services from a provider licensed by the Town in accordance with existing Town Code related to solid waste removal and collection. As the Town considers revising solid waste collection services, fortifying our Code is recommended. Page (76)

G7. Solid Waste Fund Financial Status Report: The status of the Solid Waste Fund including current revenues and expenses, historic trends and comparisons to other municipalities will be presented. This information provides the foundation, need and reasoning for the solid waste collection services request for proposal solicitation for services and competitive fees and pricing. The Solid Waste Services Financial Report provides Town solid waste service background data and comparative information. Pages (77-93)

G8. Award of Bid – Solid Waste Collection Services: The Town Manager is recommending that RAD Right Away Disposal be awarded a contract in substantial form for residential solid waste and disposal services for an eight year term commencing on March 1, 2020 through February 29, 2028 with two renewals automatically and continuously for two (2) successive periods of one (1) year unless Town or Contractor gives written notice sixty (60) days in advance with the total length of the contract not to exceed ten (10) years from the original signing of the agreement.

Due to the unique circumstances, staff is asking Council to approve a contract with RAD in substantial form. The complete and final contract would then be considered by Town Council for final approval at the January 9, 2020 Council meeting.

In addition, staff recommends:

1. Twice per week curbside solid waste service and no curbside recycling service at a fee of \$20.14 per month.
2. Maintain the current \$20.75 monthly fee resulting in no fee increase for 18 months through June 2021.
3. Apply the 61 cents to the anticipated fee increases in FY2021/22.
4. Maintain monthly billing through the City of Tempe.
5. Provide a recycling rolloff at the Town Maintenance Yard for voluntary recycling.
6. Provide 2 rollofs for public disposal and 2 rollofs for Town disposal at the Town Maintenance Yard.
7. Provide quarterly community rollofs at 8 locations throughout Town.
8. Establish annual street, sidewalk and alley repair fund in Solid Waste cost center.

The Solid Waste Services Contract Recommendation Report provides RFP process and selection information. Pages (94-112).

G9. Maricopa County Community Colleges District Educational Services Agreement: Staff is recommending approval of an educational services agreement with the Maricopa County Community Colleges District to partner with GateWay Community College to offer three career programs: Certified Logistics Associate, Electrical Installer and Career Foundations. All three programs will be offered tuition free to Guadalupe residents and run from January 2020 through March 2020. Programs will be held at the Mercado, South Mountain Community College, and GateWay Community College locations. The intent of this program is to offer no cost career educational programs to Guadalupe residents. The program is being funded from the \$70,000 Gila River 12% gaming grant for career development that was awarded to the Town earlier this year. *(Pages 113-118)*



Minutes Town Council Regular Meeting November 14, 2019

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Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, November 14, 2019, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Guadalupe, Arizona, in the Council Chambers.

A. CALL TO ORDER

Mayor Molina called the meeting to order at 6:00 p.m.

B. ROLL CALL

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

Councilmember Absent: Vice Mayor Ricardo Vital

Staff Present: Jeff Kulaga – Town Manager / Clerk, Wayne Clement – Fire Chief, Jennifer Drury – Assistant to the Town Manager, Robert Thaxton – Finance Director, Nancy Holguin – Community Development, Veronica Matuz – Senior Center Director, Kay Savard, Deputy Town Clerk, and David Ledyard – Town Attorney,

C. INVOCATION/PLEDGE OF ALLEGIANCE

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

Councilmember Anita Cota left the meeting at 6:01 p.m.

D. APPROVAL OF MINUTES

Motion by Councilmember Sánchez to approve the October 10, 2019, Town Council Regular Meeting Minutes; second by Councilmember Osuna. Motion passed unanimously 5-0.

1. Approved the October 10, 2019, Town Council Regular Meeting Minutes.

Councilmember Anita Cota returned to the meeting at 6:03 p.m.

E. CALL TO THE PUBLIC. No one spoke.

F. MAYOR and COUNCIL PRESENTATIONS: None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. **PUBLIC HEARING – SMALL CELL ANTENNAS ORDINANCE (ORDINANCE NO. O2019.01)**
Introduced and held a public hearing for an ordinance declaring the documents entitled “The 2019 Town of Guadalupe Wireless Facilities in the Right-of-Way Standard Terms and Conditions” and “the 2019 Town of Guadalupe Design Standards, Concepts and Requirements – Wireless Facilities in the Right-of-Way” as public records; amending the Code of the Town of Guadalupe, Arizona by adopting new Chapter 16A Wireless Facilities in the Right-of-Way; Microcell Equipment related to the use of the public right-of-way in the Town by wireless providers and entities with microcell equipment on strands in the Town; and establishing an effective date. *(related to G2)*



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Motion by Councilmember Sánchez to open the public hearing; second by Councilmember Gloria Cota. Motion passed unanimously 6-0.

Mayor Molina opened the public hearing. No one spoke.

Motion by Councilmember Osuna to close the public hearing; second by Councilmember Anita Cota. Motion passed unanimously 6-0.

2. **SMALL CELL ANTENNAS ORDINANCE (ORDINANCE NO. O2019.01)** Councilmembers adopted ORDINANCE NO. O2019.01 declaring the documents entitled “2019 Town of Guadalupe Wireless Facilities in the Right-of-Way Standard Terms and Conditions” and “2018 Town of Guadalupe Design Standards, Concepts and Requirements – Wireless Facilities in the Right-of-Way” as public records; adopting regulations and requirements for the use of the Town’s right-of-way by wireless providers and by owners of microcells on strands; and establishing an effective date. *(related to G1)*

Jeff Kulaga, Town Manager / Clerk, stated that agenda items G1 – G6 are related to telecommunication regulations originating at the Federal Communications Commission and Arizona Revised Statutes that impact cities and towns. Mr. Kulaga introduced Susan Goodwin, Gust Rosenfeld representative, to provide an overview of the agenda items concerning telecommunications.

Ms. Goodwin stated that the Arizona State Legislature adopted legislation preempting cities and towns from how small antenna installations are regulated. The proposed ordinance adopts two documents: “2019 Town of Guadalupe Wireless Facilities in the Right-of-Way Standard Terms and Conditions” and “2018 Town of Guadalupe Design Standards, Concepts and Requirements – Wireless Facilities in the Right-of-Way”. Adoption of this ordinance would align the Town of Guadalupe with what other cities and towns in the Valley are doing in response to federal and state regulations.

Motion by Councilmember Anita Cota to approve agenda item G2; second by Councilmember Osuna. Motion passed unanimously 6-0.

3. **PUBLIC HEARING – RIGHT-OF-WAY REGULATORY ORDINANCE (ORDINANCE NO. O2019.02)** Introduced and held a public hearing to adopt an ordinance declaring that document entitled “Town of Guadalupe Right-of-Way Regulation Ordinance dated November 14, 2019” as a public record; amending the Guadalupe Town Code, Chapter 8 Business Regulations by adding new Article 8-5 Construction within Public Rights-Of-Way; Location and Relocation of Facilities in Public Rights-of-Way; and establishing an effective date. *(related to G4)*

Motion by Councilmember Anita Cota to open the public hearing; second by Councilmember Sánchez. Motion passed unanimously 6-0.

Mayor Molina opened the public hearing. No one spoke.

Motion by Councilmember Osuna to close the public hearing; second by Councilmember Bravo. Motion passed unanimously 6-0.

4. **RIGHT-OF-WAY REGULATORY ORDINANCE (ORDINANCE NO. O2019.02)** Councilmembers adopted ORDINANCE NO. O2019.02 declaring that document entitled “Town of Guadalupe Right-of-Way Regulation Ordinance dated November 14, 2019” as a public record; amending the Guadalupe Town Code, Chapter 8 Business Regulations by adding new Article 8-5 Construction within Public Rights-Of-Way; Location and Relocation of Facilities in Public Rights-of-Way; and establishing an effective date. *(related to G3)*

Susan Goodwin, Gust Rosenfeld representative, stated that the proposed ordinance governs work that is conducted in Town right-of-way in a non-discriminatory and fair manner. There is legislation that requires cities and towns to ensure that the telecommunication industry is not discriminated against. The proposed ordinance applies to anyone working in Town right-of-way. The ordinance protects the



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public and the Town; provides permitting requirements for working in the right-of-way; and, aligns the Town with practices in other Arizona cities and towns.

In response to questions, Jeff Kulaga, Town Manager / Clerk, stated that this ordinance strengthens the regulations for working in Town right-of-way. In terms of the cost to relocate lines in right-of-way, it would depend on where the lines would be located and what impact the project would have in the area. Ms. Goodwin stated that the cost of relocating lines is paid for by the customer.

Motion by Councilmember Bravo to approve agenda item G4; second by Councilmember Anita Cota. Motion passed unanimously 6-0.

5. PUBLIC HEARING – VIDEO SERVICES REGULATORY ORDINANCE (ORDINANCE NO. O2019.03) Introduced and held a public hearing to adopt an ordinance declaring that document entitled “Town of Guadalupe Video Services Regulatory Ordinance” dated November 14, 2019 as a public record; amending the Town Code of Guadalupe, Arizona, by adopting a new Chapter 16B Video Services relating to the regulation of video service by the Town and the licensing of video service providers in the Town; establishing a purpose; setting forth definitions; providing for license requirements; imposing fees; setting forth violations; and establishing an effective date. *(related to G6)*

Motion by Councilmember Sánchez to open the public hearing; second by Councilmember Osuna. Motion passed unanimously 6-0.

Mayor Molina opened the public hearing. No one spoke.

Motion by Councilmember Anita Cota to close the public hearing; second by Councilmember Osuna. Motion passed unanimously 6-0.

6. VIDEO SERVICES REGULATORY ORDINANCE (ORDINANCE NO. O2019.03) Councilmembers adopted ORDINANCE NO. O2019.03 declaring that document entitled “Town of Guadalupe Video Services Regulatory Ordinance” dated November 14, 2019 as a public record; amending the Town Code of Guadalupe, Arizona, by adopting a new Chapter 16B Video Services relating to the regulation of video service by the Town and the licensing of video service providers in the Town; establishing a purpose; setting forth definitions; providing for license requirements; imposing fees; setting forth violations; and establishing an effective date. *(related to G5)*

Jeff Kulaga, Town Manager / Clerk, stated that what is currently known as cable is now referred to as video services.

Susan Goodwin, Gust Rosenfeld representative, stated that the cable industry worked with the Arizona State Legislature on a video services statute. Adoption of this ordinance is recommended because of how complicated the legislation is; and, to provide staff guidance in processing video services applications for telecommunication providers that aligns with the legislation. From January 1, 2020 to June 30, 2020, cable companies can file applications for a license to operate within cities and towns. Staff has a thirty day timeframe in which to process each application. Council approval of applications is not required.

Jeff Kulaga, Town Manager / Clerk, stated that the Town approved a contract extension in July, 2018, with Cox Communications (Cox), prior to the recent legislation. The contract extension extends the Cox contract through March, 2020. Staff anticipates that Cox will be filing an application for a license to operate in the Town prior to the expiration of the existing contract. Ms. Goodwin added that when Cox applies for a video services license, the new legislation will apply.



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In response to a question regarding fees, Ms. Goodwin stated that the Town's fee from video service providers is 5% of gross revenues. Staff has posted a Notice of Intent to implement associated fees for filing a license application, and operating fees; however, there are cost offsets that will lower the amount video service providers owe to cities and towns, as a result of federal and state legislation.

In response to a question on how service providers pay their 5% to local jurisdictions, Ms. Goodwin stated that the 5% of gross revenue, as stated in the statute, is remitted to cities and towns, along with a report that outlines deductions and offsets.

Motion by Councilmember Bravo to approve agenda item G6; second by Councilmember Osuna. Motion passed unanimously 6-0.

7. **CLAIMS:** Councilmembers approved the check register for October 2019, totaling \$429,460.94.

Motion by Councilmember Bravo to approve agenda item G7; second by Councilmember Gloria Cota. Motion passed unanimously 6-0.

8. WASTEWATER COLLECTION SYSTEM ASSESSMENT REPORT AND RECOMMENDATIONS:

Jeff Kulaga, Town Manager / Clerk, stated that the Town Engineer, Dibble Engineering (Dibble) has prepared a comprehensive analysis of the Town's 11.5 miles of sewer system. Dibble power washed the system and ran cameras through the system; and, rated the condition of the Town's sewer pipes. He introduced Vince Gibbons and Rick Fradenburg, Dibble Engineering representatives.

Rick Fradenburg, Dibble Engineering, stated that the wastewater collection system (WCS) is critical to public health and safety. System failure could lead to the spread of diseases, injury, or property damage. WCS assets, sewer line main pipe, access manholes, and cleanouts, have been documented in a geographic information system (GIS) database.

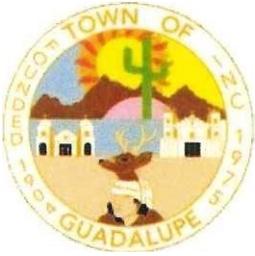
Manholes were numbered and their conditions were rated. A condition assessment of the sewer pipes was then conducted. Defective pipes were assigned grades based on their condition, with associated recommendations. Defects were categorized as structural, operation and maintenance, and construction features. Mr. Fradenburg provided examples of various defects and noted that tree roots are interfering with various segments of sewer pipes throughout Town.

Mr. Fradenburg stated that Dibble Engineering has prepared a 5-year rehabilitation schedule to repair and replace system deficiencies. Recommendations include urgent, priority, and moderate repair needs; and, in five years, that the Town conduct a follow up WCS assessment to monitor sewer pipe conditions. Approximately 100 feet of sewer line pipes are in urgent need of repair. In addition, the assessment revealed that there are 24 private properties where sewer pipes have roots or deterioration where the private property portion of the pipe joins the Town's main sewer line. There is also a roach infestation problem in the WCS.

In response to a question regarding the location of a sewer line pipe collapsing, Mr. RRR stated that the location is the alley between Montezuma and Avenida del Yaqui. Mr. Fradenburg then described the process of repairing pipes.

Councilmembers and Mr. Kulaga discussed concerns about private properties that have sewer pipe blockages that could potentially back up the Town's system; the roach infestation problem; a recently discovered, improperly constructed, sewer line on private property; and, how system capacity is reduced when pipe blockages exist.

Mr. Kulaga stated that the urgent needs should be addressed quickly. The GIS inventory of system assets is helpful moving forward. The WCS is 40 years old. This five-year program will cost approximately \$500,000 annually. Total rehabilitation costs are estimated to be approximately \$2.6 million over the next five years. There are funding options in upcoming agenda items. The study did



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not include the follow up assessment after the first five years, or system maintenance, and bug spraying to prevent infestation.

Currently, property owners pay \$6 monthly in sewer assessment fees, which amounts to approximately \$70,000 annually which is allocated to system repairs. Staff will review the monthly sewer rates in the upcoming budget process. When bug extermination occurs, property owners will be notified; and, property owners will be provided with methods in which to exterminate bugs. The Town's sewer system connects to Tempe's main line, and is in good working order. It is important to have a clean running system. The Dibble assessment will serve as a planning document when considering capital projects. *(related to G8 & G9)*

No action was taken on this agenda item.

9. **PUBLIC HEARING:** Held a public hearing to obtain maximum feasible citizen involvement in the planning of specific Housing and Urban Development Community Block Grant projects for fiscal year 2020-2021. *(related to G7 & G9)*

Motion by Councilmember Anita Cota to open the public hearing; second by Councilmember Osuna. Motion passed unanimously 6-0.

Mayor Molina opened the public hearing. No one spoke.

Motion by Councilmember Anita Cota to close the public hearing; second by Councilmember Osuna. Motion passed unanimously 6-0.

10. **COMMUNITY BLOCK GRANT PROGRAM (RESOLUTION NO. R2019.20):** Councilmembers directed the Town Manager to submit a wastewater system rehabilitation Project #1 consisting of 2,195 linear feet pipe segments, 14 manhole structures, engineering design/construction document preparation, construction bid process oversight and construction management, quality control and inspection to Maricopa County for possible funding through the Community Block Grant Program for fiscal year 2020-2021. *(related to G8 & G9)*

Jeff Kulaga, Town Manager / Clerk, stated that the proposed resolution authorizes staff to submit a grant request to Maricopa County for Community Block Grant (CDBG) funding to address the need for urgent sewer pipe repairs. Previous CDBG grant funds have been used for street repavement projects. Mr. Kulaga reviewed the locations of where the five segments of urgent sewer pipe repairs are needed. The requested grant funding amount totals \$517,828. The application submittal deadline is December 6, 2019.

In response to a question regarding funding options for urgent repairs and the timing of the CDBG funding, Mr. Kulaga stated that the urgent repairs will be funded out of the Sewer Fund reserve funds. The proposed CDBG funding request, if approved, would not be available for spending until 2021. Based on the Dibble assessment, the urgent pipe repair needs to occur sooner than 2021.

Councilmembers and Mr. Kulaga discussed how some of the pipe repairs could coincide with the Avenida del Yaqui street improvement project.

Motion by Councilmember Anita Cota to approve agenda item G10; second by Councilmember Sánchez. Motion passed unanimously 6-0.

11. **APPROVAL OF CONTRACT:** Councilmembers awarded a wastewater system pipe replacement contract (C2019-28) including design/construction document preparation, construction bid process oversight, construction management, quality control and inspection to the Town Engineer, Dibble Engineering in the amount of \$34,264.00.



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Jeff Kulaga, Town Manager / Clerk, stated that the proposed contract is to address urgent repair needs to the Town-owned portion of the sewer line system. Mr. Kulaga outlined the scope of work and stated that staff anticipates awarding a construction bid for completion of the urgent sewer line repairs in February. Currently, the Sewer Fund balance is \$750,000; and, the Dibble Engineering study costed approximately \$140,000.

In response to a question, Mr. Kulaga confirmed that one of the urgent repair locations is located in the alley between Magdalena and San Angelo, and not between Calle San Angelo and Calle Sonora, 5500 east block.

Motion by Councilmember Bravo to approve agenda item G11; second by Councilmember Sánchez. Motion passed unanimously 6-0.

12. APPROVAL OF PRIVATE PROPERTY OWNER NOTIFICATION: Councilmembers approved the staff recommendation to notify private property owners via letter of a damaged and/or obstructed lateral sewer line on their private property, observed while inspecting the Town lines.

Jeff Kulaga, Town Manager / Clerk, stated that the Dibble sewer line study revealed that there are 24 private properties that have roots in their lines that are impacting the pipe connection to the Town's main sewer line. Per Town Code, Section 14-3-1, "The Town shall not be responsible for the installation, maintenance or inspection of the consumer's service line, piping or apparatus of for any defects therein." Repairs on private property are at the expense of the property owner.

Councilmembers discussed the proposed letter and voiced concern about how the Town intends to monitor if a licensed plumber is conducting the repairs on private property. Mr. Kulaga stated that the Town will work with Dibble and the Town's building inspector throughout this process. Estimated cost of repairs could be approximately \$3,500, per property; and, commercial properties could also be impacted.

Councilmembers discussed potentially waiving permit fees for sewer line repairs. Mr. Kulaga noted that no permit fees would apply. Staff anticipates mailing the letters to private property owners within the next few weeks.

Councilmembers discussed the possibility of property owners purchasing insurance to cover repairs; and, questioned if the repairs would be covered by insurance if there is a pre-existing condition. The cost of repairs is unknown until each property has been assessed for damages. Mr. Kulaga noted that staff will work through issues associated with unknown property ownership, or deceased property owners.

There was no action taken on agenda item G12.

13. FISCAL YEAR 2019/20 QUARTERLY FINANCIAL REPORT: Jeff Kulaga, Town Manager / Clerk presented a first quarter, fiscal year (FY) 2019/20 (July 2019 – September 2019) financial report that includes Town fund revenues, expenditures and balances.

Jeff Kulaga, Town Manager / Clerk, stated that first quarter expenses are exceeding revenues by approximately \$15,000. Staff is using General Fund reserves to cover spending overages.

Regarding the Solid Waste Fund, year to date expenditures exceeded revenues by approximately \$25,000. The anticipated revenue shortfall of \$7,540 for the first quarter of 2020 will be paid out of the Solid Waste Fund reserve balance. The current solid waste service provider contract expires March 1, 2020. Staff is in the process of evaluating three responses to a Solid Waste Request for Proposals. The intent is not to utilize fund reserve balances to cover expenditures in the Solid Waste Fund.

There was no action taken on agenda item G13.



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14. FISCAL YEAR 2018/19 GENERAL FUND BUDGET ADJUSTMENT (RESOLUTION NO. R2019.21): Councilmembers adopted RESOLUTION NO. R2019.21 authorizing a budget adjustment within the FY 2018/19 General Fund by transferring \$25,500 from the Administration cost center to address cost overruns that were unforeseen at the time the FY 2018/19 budget was adopted. Transfers include \$10,000 to Town Manager; \$1,000 to Community Development; \$3,500 to Town Attorney; and, \$11,000 to the Fire Department.

Jeff Kulaga, Town Manager / Clerk, stated that, per state statute, the recommended budget transfers for Fiscal Year (FY) 2018/19 are to align various cost center funds with the budgeted amounts originally approved by the Town Council. If approved, \$25,000 will be transferred from the Administration budget to various cost centers. This is an accounting formality.

Motion by Councilmember Bravo to approve agenda item G14; second by Councilmember Sánchez. Motion passed unanimously 6-0.

15. 2020 COUNCIL MEETING SCHEDULE: Councilmembers reviewed the Town Council Regular Meeting Schedule for 2020 and noted that the Regular Council Meeting (meeting) on April 9, 2020, conflicts with Holy Week; the October 22, 2020, meeting conflicts with Spooktakular; the November 26, 2020, meeting conflicts with Thanksgiving; and, the December 24, 2020, meeting conflicts with Christmas Eve.

Jeff Kulaga, Town Manager / Clerk, stated that staff also anticipates scheduling two community budget forums during the upcoming budget cycle. Mr. Kulaga then recapped the following 2020 meeting schedule, per the Council discussion:

Month	2nd Thursday Date:	4th Thursday Date:
January	9	23
February	13	27
March	12	26
April	9 - MEETING CANCELLED	23
May	14	28
June	11	25
July	9	23
August	13	27
September	10	24
October	8	22 - MEETING CANCELLED 29 MEETING ADDED
November	12	26 - MEETING CANCELLED 24 (TUESDAY) MEETING ADDED
December	10	24 - MEETING CANCELLED 22 (TUESDAY) MEETING ADDED, IF NEEDED

Councilmember Anita Cota left the meeting at 7:27 p.m.; and, returned at 7:29 p.m..

Motion by Councilmember Anita Cota to approve agenda item G15, [as recapped by the Town Manager / Clerk]; second by Councilmember Osuna. Motion passed unanimously 6-0.

16. SOLID WASTE, RECYCLING AND DISPOSAL SERVICES REPORT: Jeff Kulaga, Town Manager / Clerk provided a status report on the request for proposals process for solid waste, recycling, and disposal services; and, planned efforts to solicit refuse service preferences from Guadalupe residents.



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Mr. Kulaga stated that staff received three responses to a Request for Proposals (RFP) from vendors to provide a solid waste, recycling, and disposal services for the Town. The responses are currently being evaluated. Vendors were asked to provide costs for a menu of services. The next step is to seek community feedback on preferences for solid waste services and costs.

Councilmember Anita Cota left the meeting at 7:27 p.m.; and, returned at 7:29 p.m..

Mr. Kulaga reviewed the various solid waste disposal options that were included in the RFP; and, discussed the survey questions that will be asked of community members to determine their service and cost preferences.

Mr. Kulaga noted that there is an upcoming community clean-up event scheduled for December 6 & 7, 2019. Of note, the cost of recycling will be a minimum of \$1/month more because the market for recyclable materials has diminished, making it more expensive to dispose of recycled materials.

Mr. Kulaga stated that the community survey will consist of 8 questions, in English and Spanish. The survey will be available on-line, at the tree lighting event, at the Senior Center, and there will be hard copies available at Town Hall. Mr. Kulaga requested the assistance of Councilmembers to encourage community members to participate in the survey. The survey will include questions about recycling, monthly versus quarterly billing, frequency of use of the community roll off containers, and suggestions/comments.

Mr. Kulaga stated that staff anticipates recommending the award of bid to a vendor at the Monday, December 9, 2019, Regular Council Meeting.

Councilmembers discussed various locations where the surveys should be available to include the Community Action Program office; at an upcoming Frank School event; at a local restaurant; at an upcoming Pascua Yaqui Tribe senior luncheon; and, at church.

No action was taken on agenda item G16.

17. MARICOPA COUNTY COMMUNITY COLLEGES DISTRICT EDUCATIONAL SERVICES AGREEMENT: *Councilmembers continued agenda item G17 to the December 9, 2019, Regular Council Meeting* an agreement, in substantially the form of, with the Maricopa County Community Colleges District for the administration of tuition-free programs related to various career fields for qualified Town of Guadalupe residents. The programs will be held from January through March, 2020.

Mayor Molina thanked the Community Action Program staff for writing the grant request for the Educational Services Program.

Motion by Councilmember Anita Cota to continue agenda item G17 to the December 9, 2019, Regular Council Meeting; second by Councilmember Bravo. Motion passed unanimously 6-0.

H. TOWN MANAGERS' COMMENTS

Jeff Kulaga, Town Manager / Clerk

- Saturday, November 30, 2019 – parade and Christmas tree lighting events. Sponsor logos are included on event marketing materials. To date, there are four parade float participants and three vendors for the tree lighting ceremony. Event details and parade and vendor applications are available on-line and in Town Hall. Encouraged Councilmembers to promote these events to the public.
- Thanked the Maricopa County Sheriff's Department, Fire Department, and Public Works staff for their coordination of the Veteran's Day parade.
- The Senior Center roof replacement project is nearing completion.
- Mercado tenant rents are nearly 95% paid and up to date.
- A Local First tenant has moved into the Mercado as a new tenant.



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I. COUNCILMEMBERS' COMMENTS

Councilmember Bravo

- o Thanked audience members for attending the meeting.

Councilmember Anita Cota

- o Thanked audience members for attending the meeting.
- o Saturday, November 16, 2019 – Pure Life Nutrition event.
- o Tuesday, November 19, 2019 – Frank Elementary School event.
- o Requested an increased police presence before and after school.
- o Concerned about speeding vehicles.

Councilmember Joe Sánchez

- o Thanked audience members for attending the meeting.
- o Thanked Dibble Engineering for the comprehensive sewer line assessment report.
- o Concerned about lose dogs; animal control.

Councilmember Elvira Osuna

- o Thanked audience members for attending the meeting.
- o Thanked first responders for their response to recent violence within the community.
- o Encouraged community members to call '911' to report violent incidents.
- o Thanked Community Action Program and Senior Center staff members for their support of the elderly population.

Councilmember Gloria Cota

- o Thanked audience members for attending the meeting.

Mayor Molina

- o Thanked audience members for attending the meeting.

J. ADJOURNMENT

Motion by Councilmember Anita Cota to adjourn the Regular Council Meeting; second by Councilmember Sánchez. Motion passed unanimously 6-0.

The meeting was adjourned at 7:44 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 November 14, 2019, 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

CHAPTER 6 ANIMALS**ARTICLE 6-1 RULES AND REGULATIONS**

- 6-1-1 Dangerous Animals
- 6-1-2 Killing Dangerous Animals
- 6-1-3 Noises
- 6-1-4 Strays; Housing
- 6-1-5 Swine
- 6-1-6 Biting Animals

Section 6-1-1 Dangerous Animals

It is unlawful to permit any dangerous, vicious animal of any kind to run at large within the town, and such animals shall be immediately impounded by the police department. Exhibitions or parades of animals, other than domestic pets, may be conducted only upon securing a permit from the town marshal.

Section 6-1-2 Killing Dangerous Animals

The members of the police department are authorized to kill any dangerous animals of any kind when it is necessary for the protection of any person or property.

Section 6-1-3 Noises

It is unlawful to harbor or keep any animals that disturb the peace by loud noises at any time of the day or night.

Section 6-1-4 Strays; Housing

Any person who keeps or causes to be kept any horses, mules, cattle, burros, goats, sheep or other livestock or poultry shall keep such livestock or poultry in a pen or similar enclosure to prevent their roaming at large within the corporate limits of the town. Any such livestock or poultry running at large may be impounded by the police department. It is unlawful to cause or allow any stable or place where any animal is or may be kept to become unclean or unwholesome.

Section 6-1-5 Swine

It is unlawful to keep any live swine or pigs in the town.

ANIMALS

Section 6-1-6 Biting Animals

Whenever any animal, except a dog, bites a person, the person so bitten and the owner of the animal shall immediately notify the enforcement agent, who shall cause an examination of the animal to be made by a duly licensed physician or a duly licensed veterinarian, and shall order the animal held on the owner's premises or shall have it impounded as long as necessary for a complete examination. If it is determined that the animal is infected with rabies or other dangerous, contagious and infectious disease, it shall be the duty of the enforcement agent to destroy such animal in as humane a manner as is reasonably possible. If at the end of the quarantine or impoundment, a veterinarian is convinced that the animal is free from such disease, the animal shall be released. If the animal dies during the period of quarantine or impoundment, its head shall be sent to the laboratory at the department of health services for examination.

ARTICLE 6-2 DOGS

- 6-2-1 Definitions
- 6-2-2 Powers and Duties of the State Veterinarian and the Livestock Board
- 6-2-3 Powers and Duties of State Department of Health Services
- 6-2-4 Powers and Duties of Enforcement Agent
- 6-2-5 License Fees for Dogs; Tags; Records; Penalties; Classification
- 6-2-6 Kennel Permit; Fee; Violation; Classification
- 6-2-7 Anti-Rabies Vaccination; Vaccination and License Stations
- 6-2-8 Rabies Control Fund
- 6-2-9 Dogs Not Permitted at Large; Wearing License
- 6-2-10 Establishment of Pounds; Impounding and Disposing of Dogs and Cats; Reclaiming Impounded Dogs and Cats; Pound Fees
- 6-2-11 Handling of Biting Animals; Responsibility for Reporting; Authority to Destroy Animals
- 6-2-12 Unlawful Interference with Enforcement Agent
- 6-2-13 Removing Impounded Animals
- 6-2-14 Unlawful Keeping of Dogs
- 6-2-15 Violation; Classification
- 6-2-16 Dogs; Liability
- 6-2-17 Proper Care, Maintenance and Destruction of Impounded Animals

Section 6-2-1 Definitions

In this chapter unless the context otherwise requires:

- A. "Animal" means any animal of a species that is susceptible to rabies, except man.
- B. "At large" means on or off premises of the owner and not under control of the owner or other person acting for the owner. Any dog in a suitable enclosure or confined shall not be considered to be running at large.
- C. "Department" means the state department of health services.

ANIMALS

- D. "Enforcement agent" means that person in each county who is responsible for the enforcement of this chapter and the regulations promulgated thereunder.
- E. "Impound" means the act of taking or receiving into custody by the enforcement agent any dog or other animal for the purpose of confinement in an authorized pound in accordance with the provisions of this chapter.
- F. "Kennel" means an enclosed, controlled area, inaccessible to other animals, in which a person keeps, harbors or maintains five or more dogs under controlled conditions.
- G. "Livestock" means neat animals, horses, sheep, goats, swine, mules and asses.
- H. "Owner" means any person keeping an animal other than livestock for more than six consecutive days.
- I. "Pound" means any establishment authorized for the confinement, maintenance, safekeeping and control of dogs and other animals that come into the custody of the enforcement agent in the performance of his official duties.
- J. "Rabies quarantine area" means any area in which a state of emergency has been declared to exist due to the occurrence of rabies in animals in or adjacent to this area.
- K. "Stray dog" means any dog four months of age or older running at large that is not wearing a valid license tag.
- L. "Vaccination" means the administration of an anti-rabies vaccine to animals by a veterinarian or in authorized pounds by employees trained by a veterinarian.
- M. "Veterinarian", unless otherwise indicated, means any veterinarian licensed to practice in this state or any veterinarian employed in this state by a governmental agency.
- N. "Veterinary hospital" means any establishment operated by a veterinarian licensed to practice in this state that provides clinical facilities and houses animals or birds for dental, medical or surgical treatment. A veterinary hospital may have adjacent to it or in conjunction with it, or as an integral part of it, pens, stalls, cages or kennels for quarantine, observation or boarding.
- O. "Vicious animal" means any animal of the order carnivora that has a propensity to bite human beings without provocation and has been so declared after a hearing before a justice of the peace or a town magistrate.

Section 6-2-2 Powers and Duties of the State Veterinarian and the Livestock Board

- A. The state veterinarian shall designate the type or types of anti-rabies vaccines that may be used for vaccination of animals, the period of time between vaccination and revaccination and the dosage and method of administration of the vaccine.
- B. The Arizona Livestock Board shall regulate the handling and disposition of animals classed as livestock that have been bitten by a rabid or suspected rabid animal or are showing symptoms suggestive of rabies.

ANIMALS

Section 6-2-3 Powers and Duties of State Department of Health Services

- A. The state department of health services shall regulate the handling and disposition of animals other than livestock that have been bitten by a rabid or suspected rabid animal or are showing symptoms suggestive of rabies.
- B. The state department of health services may require the enforcement agent to submit a record of all dog licenses issued and in addition any information deemed necessary to aid in the control of rabies.

Section 6-2-4 Powers and Duties of Enforcement Agent

- A. The enforcement agent shall:
 - 1. Enforce the provisions of this article and the regulations promulgated thereunder.
 - 2. Issue citations for the violation of the provisions of this article and the regulations promulgated thereunder. The procedure for the issuance of notices to appear shall be as provided for peace officers in Section 13-3903, A.R.S. except that the enforcement agent shall not make an arrest before issuing the notice.
 - 3. Be responsible for declaring a rabies quarantine area within area of jurisdiction. When a quarantine area has been declared, the enforcement agent shall meet with the state veterinarian and representatives from the department of health services and the game and fish department to implement an emergency program for the control of rabies within the area. Any regulations restricting or involving movements of livestock within the area shall be subject to approval by the state veterinarian.
- B. The issuance of citations pursuant to this section shall be subject to the provisions of Section 13-3899, A.R.S.
- C. The enforcement agent may designate deputies.

Section 6-2-5 License Fees for Dogs; Tags; Records; Penalties; Classification

- A. The enforcement agent shall set an annual license fee which shall be paid for each dog four months of age or over that is kept, harbored or maintained within the boundaries of the town for at least thirty consecutive days of each calendar year. License fees shall become payable at the discretion of the council. The licensing period shall not exceed the period of time for revaccination as designated by the state veterinarian. License fees shall be paid within ninety days. A penalty not to exceed four dollars shall be added to the license fee in the event that application is made subsequent to the date on which the dog is required to be licensed under the provisions of this article. This penalty shall not be assessed against applicants who furnish adequate proof that the dog to be licensed has been in their possession less than thirty consecutive days.
- B. Durable dog tags shall be provided. Each dog licensed under the terms of this article shall receive, at the time of licensing, such a tag on which shall be inscribed the name of the county, the number of the license and the date on which it expires. The tag shall

ANIMALS

be attached to a collar or harness which shall be worn by the dog at all times while running at large, except as otherwise provided in this article. Whenever a dog tag is lost, a duplicate tag shall be issued upon application by the owner and payment of a fee to the enforcement agent.

- C. License fees may be lower for dogs permanently incapable of procreation. An applicant for a license for a dog claimed to be incapable of procreation shall furnish adequate proof satisfactory to the enforcement agent that such dog has been surgically altered to be permanently incapable of procreation.
- D. Any person who fails within fifteen days after written notification from the enforcement agent to obtain a license for a dog required to be licensed, counterfeits or attempts to counterfeit an official dog tag, or removes such tag from any dog for the purpose of willful and malicious mischief or places a dog tag upon a dog unless the tag was issued for that particular dog is guilty of a class 2 misdemeanor.

Section 6-2-6 Kennel Permit; Fee; Violation; Classification

- A. A person operating a kennel shall obtain a permit issued by the board of supervisors of the county where the kennel is located except if each individual dog is licensed.
- B. The annual fee for the kennel permit is seventy-five dollars.
- C. A dog remaining within the kennel is not required to be licensed individually under Section 24-367, A.R.S. A dog leaving the controlled kennel conditions shall be licensed under Section 24-367, A.R.S. except if the dog is only being transported to another kennel which has a permit issued under this section.
- D. A person who fails to obtain a kennel permit under this section is subject to a penalty of twenty-five dollars in addition to the annual fee.
- E. A person who knowingly fails within thirty days after written notification from the county enforcement agent to obtain a kennel permit is guilty of a class 2 misdemeanor.

Section 6-2-7 Anti-Rabies Vaccination; Vaccination and License Stations

- A. Before a license is issued for any dog, the owner must present a vaccination certificate signed by a veterinarian stating the owner's name and address and giving the dog's description, date of vaccination, and type, manufacturer and serial number of the vaccine used, and date revaccination is due. A duplicate of each rabies vaccination certificate issued shall be transmitted to the enforcement agent on or before the tenth day of the month following the month during which the dog was vaccinated. No dog shall be licensed unless it is vaccinated in accordance with the provisions of this article and the regulations promulgated thereunder.
- B. A dog vaccinated in any other state prior to entry into Arizona may be licensed in Arizona provided that, at the time of licensing, the owner of such dog presents a vaccination certificate, signed by a veterinarian licensed to practice in that state or a veterinarian employed by a governmental agency in that state, stating the owner's name and address

ANIMALS

and giving the dog's description, date of vaccination, and type, manufacturer and serial number of the vaccine used. The vaccination must be in conformity with the provisions of this article and the regulations promulgated thereunder.

- C. The enforcement agent shall make provisions for vaccination clinics as deemed necessary. The vaccination shall be performed by a veterinarian.

Section 6-2-8 Rabies Control Fund

- A. The enforcement agent or his authorized representative shall place the monies collected by him under the provisions of this article in a special fund to be known as the rabies control fund to be used for the enforcement of the provisions of this article and the regulations promulgated thereunder.
- B. Any unencumbered balance remaining in the rabies control fund at the end of a fiscal year shall be carried over into the following fiscal year.

Section 6-2-9 Dogs Not Permitted at Large; Wearing License

- A. Neither a female dog during her breeding or mating season nor a vicious dog shall be permitted at large.
- B. In a rabies quarantine area, no dogs shall be permitted at large. Each dog shall be confined within an enclosure on the owner's property, or on a leash not to exceed six feet in length and directly under the owner's control when not on the owner's property.
- C. Any dog over the age of four months running at large shall wear a collar or harness to which is attached a valid license tag. Dogs used for control of livestock or while being used or trained for hunting, or dogs while being exhibited or trained at a kennel club event, or dogs while engaged in races approved by the Arizona Racing Commission, and such dogs while being transported to and from such events, need not wear a collar or harness with a valid license attached provided that they are properly vaccinated, licensed and controlled.
- D. If any dog is at large on the public streets, public parks or public property, then said dog's owner or custodian is in violation of this article.
- E. Any dog at large shall be apprehended and impounded by an enforcement agent.
 - 1. Said agent shall have the right to enter upon private property when it is necessary to do so in order to apprehend any dog that has been running at large. Such entrance upon private property shall be in reasonable pursuit of such dog and shall not include entry into a domicile or enclosure which confines a dog unless it be at the invitation of the occupant.
 - 2. Said agent may issue a citation to the dog owner or person acting for the owner when the dog is at large. The procedure for the issuance of notice to appear shall be as provided for peace officers in Section 13-3903, A.R.S. except the enforcement

ANIMALS

agent shall not make an arrest before issuing the notice. The issuance of citations pursuant to this article shall be subject to provisions of Section 13-3899, A.R.S.

3. In the judgment of the enforcement agent, if any dog at large or other animal that is dangerous or fierce and a threat to human safety cannot be safely impounded, it may be slain.

Section 6-2-10 Establishment of Pounds; Impounding and Disposing of Dogs and Cats; Reclaiming Impounded Dogs and Cats; Pound Fees

- A. Any stray dog shall be impounded. All dogs and cats impounded shall be given proper care and maintenance.
- B. Each stray dog or any cat impounded shall be kept and maintained at the pound for a minimum of seventy-two hours unless claimed by its owner. Any person may purchase such a dog or cat upon expiration of the impoundment period, provided such person pays all pound fees and complies with the licensing and vaccinating provisions of this article. If the dog or cat is not claimed within the impoundment period, the enforcement agent shall take possession and may place the dog or cat for sale or may dispose of the dog or cat in a humane manner. If such dog or cat is to be used for medical research, no license or vaccination shall be required. The enforcement agent may destroy impounded sick or injured dogs or cats whenever such destruction is necessary to prevent such dog or cat from suffering or to prevent the spread of disease.
- C. Any impounded licensed dog or any cat may be reclaimed by its owner or such owner's agent, provided that the person reclaiming the dog or cat furnishes proof of right to do so and pays all pound fees. If the dog or cat is not reclaimed within the impoundment period, the enforcement agent shall take possession and may place the dog or cat for sale or may dispose of the dog or cat in a humane manner. Any person purchasing such dog or cat shall pay all pound fees.

Section 6-2-11 Handling of Biting Animals; Responsibility for Reporting; Authority to Destroy Animals

- A. An unlicensed or unvaccinated dog or cat that bites any person shall be confined and quarantined in an authorized pound or, upon request of and at the expense of the owner, at a veterinary hospital for a period of not less than seven days. A dog properly licensed and vaccinated pursuant to this article that bites any person may be confined and quarantined at the home of the owner or wherever the dog is harbored and maintained with the consent of and in a manner prescribed by the enforcement agent.
- B. Any animal other than a dog or cat that bites any person shall be confined and quarantined in an authorized pound or, upon the request of and at the expense of the owner, at a veterinary hospital for a period of not less than fourteen days, provided that livestock shall be confined and quarantined for the fourteen day period in a manner regulated by the Arizona livestock board. If the animal is a caged rodent, it may be confined and quarantined at the home of the owner or where it is harbored or maintained, for the required period of time, with the consent of and in a manner prescribed by the enforcement agent.

ANIMALS

- C. Any wild animal which bites any person may be killed and submitted to the enforcement agent or his deputies for transmission to an appropriate diagnostic laboratory.
- D. Whenever an animal bites any person, the incident shall be reported to the enforcement agent immediately by any person having direct knowledge.
- E. The county enforcement agent may destroy any animal confined and quarantined pursuant to this article prior to the termination of the minimum confinement period for laboratory examination for rabies if:
 - 1. Such animal shows clear clinical signs of rabies.
 - 2. The owner of such animal consents to its destruction.
- F. Any animal subject to licensing under this article found without a tag identifying its owner shall be deemed unowned.
- G. The county enforcement agent shall destroy a vicious animal upon an order of a justice of the peace or a town magistrate. A justice of the peace or town magistrate may issue such an order after notice to the owner, if any, and a hearing.

Section 6-2-12 Unlawful Interference with Enforcement Agent

It is unlawful for any person to interfere with the enforcement agent in the performance of his duties.

Section 6-2-13 Removing Impounded Animals

No person may remove or attempt to remove an animal which has been impounded or which is in the possession of the enforcement agent except in accordance with the provisions of this article and the regulations promulgated thereunder.

Section 6-2-14 Unlawful Keeping of Dogs

It is unlawful for a person to keep, harbor or maintain a dog within the town except as provided by the terms of this article.

Section 6-2-15 Violation; Classification

Any person who fails to comply with the requirements of this article, or violates any of its provisions, is guilty of a class 2 misdemeanor and may be subject to imprisonment for a maximum period of four months, or fined a maximum of \$750.00, or both.

ANIMALS

Section 6-2-16 Dogs; Liability

Injury to any person or damage to any property by a dog while at large shall be the full responsibility of the dog's owner or person responsible for the dog when such damages were inflicted.

Section 6-2-17 Proper Care, Maintenance and Destruction of Impounded Animals

- A. Any animal impounded in a county, city or town pound shall be given proper and humane care and maintenance.
- B. Any dog or cat destroyed while impounded in a county, city or town pound shall be destroyed only by the use of one of the following:
 - 1. Sodium pentobarbital or a derivative of sodium pentobarbital.
 - 2. Nitrogen gas.
 - 3. T-61 Euthanasia solution or its generic equivalent.
- C. If an animal is destroyed by means specified in subsection B, paragraphs 1 or 3 of this section, it shall be done by a licensed veterinarian or in accordance with procedures established by the state veterinarian pursuant to Section 24-153, A.R.S.
- D. The governing body of any county, city or town which operates a pound shall establish procedures for the humane destruction of impounded animals by the methods described in subsections B and C of this section.

ORDINANCE 89-04
AN ORDINANCE OF THE TOWN OF GUADALUPE
ARIZONA, AMENDING CHAPTER 6, ARTICLE 6-1,
RELATING TO ANIMALS; AND DECLARING AN
EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA,
as follows:

SECTION I.

That the Town Code of the Town of Guadalupe, Chapter 6,
Section 6-2-1 is hereby amended to read as follows:

In this chapter unless the context otherwise requires:

- A. "Animal" means any animal of a species that is susceptible to rabies, except man.
- B. "At large" means on or off premises of the owner and not under control of the owner or other person acting for the owner. Any dog in a suitable enclosure or confined shall not be considered to be running at large.
- C. "Custodian" means any person keeping, possessing, harboring or maintaining any dog.
- D. "Department" means the state department of health services.
- E. "Enforcement agent" means that person in each county who has responsibility for the enforcement of this chapter and the regulations promulgated thereunder.
- F. "Impound" means the act of taking or receiving into custody by the enforcement agent any dog or other animal for the purpose of confinement in an authorized pound in accordance with the provisions of this chapter.
- G. "Kennel" means an enclosed, controlled area, inaccessible to other animals, in which a person keeps, harbors or maintains five or more dogs under controlled conditions.
- H. "Livestock" means meat animals, horses, sheep, goats, swine, mules and asses.

I. "Owner" means any person keeping an animal other than livestock for more than six consecutive days.

J. "Pound" means any establishment authorized for the confinement, maintenance, safekeeping and control of dogs and other animals that come into the custody of the enforcement agent in the performance of his official duties.

K. "Rabies quarantine area" means any area in which a state of emergency has been declared to exist due to the occurrence of rabies in animals in or adjacent to this area.

L. "Stray dog" means any dog four months of age or older running at large that is not wearing a valid license tag.

M. "Vaccination" means the administration of an anti-rabies vaccine to animals by a veterinarian or in authorized pounds by employees trained by a veterinarian.

N. "Veterinarian", unless otherwise indicated, means any veterinarian licensed to practice in this state or any veterinarian employed in this state by a governmental agency.

O. "Veterinary hospital" means any establishment operated by a veterinarian licensed to practice in this state that provides clinical facilities and houses animals or birds for dental, medical or surgical treatment. A veterinary hospital may have adjacent to it or in conjunction with it, or as an integral part of it, pens, stalls, cages or kennels for quarantine, observation or boarding.

P. "Vicious animal" means any animal of the order carnivora that has a propensity to bite human beings without provocation and has been so declared after a hearing before a justice of the peace or a town magistrate.

Q. "Vicious dog" means:

1. Any dog with a known propensity, tendency or disposition to attack unprovoked, to cause injury to, or otherwise threaten the safety of human beings or domestic animals; or

2. Any dog which because of its size, physical nature, or vicious propensity is capable of inflicting serious physical harm or death to humans and which would constitute a danger to human life or property if it were not kept in the manner

required by this ordinance; or

3. Any dog which, without provocation, attacks or bites, or has attacked or bitten, a human being or domestic animal; or

4. Any dog owned or in the custody of a custodian primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting; or

5. Any pit bull terrier, which shall be defined as any American Pit Bull Terrier or Staffordshire Bull Terrier or American Staffordshire Terrier breed of dog,, or any mixed breed of dog which contains as an element of its breeding the breed of American Pit Bull Terrier or Staffordshire Bull Terrier or American Staffordshire Terrier as to be identifiable as partially of the breed of American Pit Bull Terrier or Staffordshire Bull Terrier or American Staffordshire Bull Terrier.

SECTION II That the Town Code of Guadalupe, Section 6-2-11, is amended to add Section 6-2-11.01, Vicious Dogs, to read as follows:

6-2-11.01 Vicious Dogs

A. A vicious dog is "unconfined" if the dog is not securely confined indoors or confined in a securely enclosed and locked pen or structure upon the premises of the owner or custodian of the dog. The pen or structure must have secure sides and a secure top attached to the sides. If the pen or structure has no bottom secured to the sides, the sides must be embedded into the ground no less than one foot deep. All such pens or structures must be adequately lighted and kept in a clean and sanitary condition.

B. Confinement - Owners and custodians of vicious dogs shall not allow their dog, or dogs, to be unconfined.

C. Leash and Muzzle - Owner and custodians of vicious dogs shall not permit their dog or dogs to go beyond the premises of the property upon which the dog is confined unless the dog is securely muzzled and restrained by a chain leash and under the immediate physical restraint of an adult. The muzzle shall be made in a manner not to injure the dog or restrict its breathing, but shall prevent it from biting.

D. Signs - Owners and custodians of a vicious dog or dogs shall display in a prominent place on the premises where the dog is confined a visible warning sign indicating that there is a vicious dog on the premises. A second such sign shall be posted on the pen or kennel of the animal.

E. Dog Fighting - No person shall possess or harbor or maintain care or custody of any dog for the purpose of dog fighting, or train, torment, badger, bait or use any dog for the purpose of causing or encouraging the dog to attack human beings or other animals.

F. Insurance - Owners of vicious dogs must, within 90 days of the enactment of this Ordinance, provide proof to the Town Clerk of public liability insurance in the amount of at least \$50,000, insuring the owner for any personal injuries inflicted by his or her vicious dog.

SECTION III

That Section 6-2-14 is amended to read as follows:

Section 6-2-14 Unlawful keeping of Dogs AND VICIOUS DOGS
It is unlawful for a person to keep, harbor or maintain a dog OR VICIOUS DOG within the town except as provided by the terms of this article.

SECTION IV

That Section 6-2-15 is amended to read as follows:

Section 6-2-15 Violation: Classification

Any person who fails to comply with the requirements of this Article, or WHO violates any of its provisions, is guilty of a Class 2 misdemeanor except as to the provisions of Section 6-2-11.01. Persons who violate, or fail to comply with the provisions of, Section 6-2-11.01 shall be guilty of a Class 1 Misdemeanor.

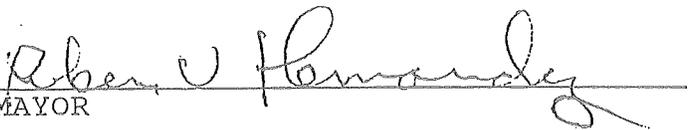
SECTION V - Severability

If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court, such a decision shall not affect the validity of the remaining portions of this ordinance.

SECTION VI

Whereas, the immediate operation of the provisions of this ordinance is necessary for the preservation of the public peace, health, and safety, an emergency is hereby declared to exist, and this shall be in full force and effect from and after its passage by the Council as required by law.

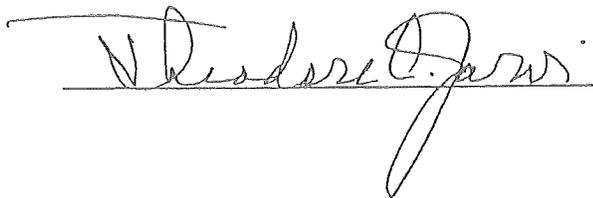
PASSED by the Council of the Town of Guadalupe this 13th day of July, 1989.


MAYOR

ATTEST:

Jose Solarez TOWN CLERK

APPROVED AS TO FORM:


TOWN ATTORNEY

ORDINANCE NO. 2003-10

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AMENDING THE TOWN CODE, CHAPTER 6 , ENTITLED ANIMALS, ARTICLE 6-2, ENTITLED DOGS.

BE IT HEREBY ORDAINED by the Mayor and Common Council of the Town of Guadalupe, Arizona:

That Chapter 6, entitled Animals, Article 6-2, entitled Dogs, of the Town Code of Guadalupe, Arizona, is hereby amended as set forth hereafter:

Section One:

Section 6-2-1, Definitions, Subsection K entitled Stray Dog shall be amended to state:

- K. Stray Dog means any dog three months of age or older running at large that is not wearing a valid license tag.

Section Two:

Section 6-2-5, License Fees for Dogs, Subsection A shall be deleted and replaced with the identical language from A.R.S. § 11-1008.(A), which states:

License fees for dogs; issuance of dog tags; classification.

A. The board of supervisors of each county may set a license fee which shall be paid for each dog three months of age or over that is kept, harbored or maintained within the boundaries of the state for at least thirty consecutive days of each calendar year. License fees shall become payable at the discretion of the board of supervisors of each county. The licensing period shall not exceed the period of time for revaccination as designated by the state veterinarian. Licensee fees shall be paid withing ninety days to the board of supervisors. A penalty fee of two dollars shall be paid if the license application is made less than one year subsequent to the date on which the dog is required to be licensed under this article. If the license application is made one year or later from the date on which the dog is required to be licensed, an additional penalty fee of ten dollars shall be paid for each subsequent year up to a maximum of twenty-two dollars. This penalty shall not be assessed against applicants who furnish adequate proof that the dog to be licensed has been in their possession less than thirty consecutive days.

Section Three:

Section 6-2-9 shall be deleted in its entirety and replaced with the following:

Section 6-2-9 Dogs Not Permitted at Large; Wearing Licenses.

- A. No dog shall be permitted at large. Each dog shall be confined within an enclosure on the owner's property, secured so that the dog is confined entirely to the owner's property, or on a leash not to exceed six feet in length and directly under the owner's physical control when not on the owner's property.
- B. Any dog over the age of three months on or off the premises of owner and not under physical control of the owner or persons acting for the owner, or any dog not in a suitable enclosure which actually confines the dog, shall wear a collar or harness to which is attached a valid license tag. Any dog over the age of three months on the premises of the owner and either confined or under physical control of the owner or persons acting for the owner need not wear a collar or harness with a valid license attached provided that they are properly vaccinated, licensed and in compliance with all sections of this ordinance. Dogs used for control of livestock or while being used or trained for hunting or dogs while being exhibited or trained at a kennel club event or dogs while engaged in races approved by the Arizona Racing Commission, and such dogs while being transported to and from such events, need not wear a collar or harness with a valid license attached provided that they are properly vaccinated, licensed and controlled.
- C. If any dog is at large on the public property, then said dog's owner or person acting for the owner is in violation of this ordinance.
- D. If any dog is at large on the public park or school property, then said dog's owner or persons acting for the owner is in violation of this ordinance.
- E. If any female dog during her breeding or mating season or any vicious dog at large, then said dog's owner or persons acting for the owner is in violation of this ordinance.
- F. Any owner or persons acting for the owner who allows a dog to run at large shall be considered in violation of this ordinance unless one of the following four exceptions applies:
- (1) A dog is not at large if said dog is restrained by a leash, chain, rope or cord of not more than six (6) feet in length and of sufficient strength to control action of said dog.
 - (2) If said dog is used for control of livestock or while being used or trained for hunting or being exhibited or trained at a kennel club event or while engaged in races approved by the Arizona Racing Commission.
 - (3) While said dog is actively engaged in a dog obedience training class and accompanied by and under the control of his owner or persons acting for the owner or trainer as specified in section (j) below.

- (4) If said dog, whether on or off the premises of the owner or persons acting for the owner, is controlled as proved in regulation (f)(1) of this ordinance, or is within a suitable enclosure which actually confines the dog.

- G. The owner or persons acting for the owner of a dog is responsible for the acts and conduct of the dog at all times when the dog is in a public park. All dogs three months of age or older in or upon the premises of a public park must be currently license and shall wear a collar and durable valid lines tag as provided by this ordinance.

- H. The owner or persons acting for the owner of a dog must restrain and control the dog at all times when in a public park be securing the dog with a leash of not more than six feet , except when the dog is in an enclosed area within the park, which has been designated by the (county/municipality) as a dog exercise area.

- I. At all times when a dog is off leash in a designated dog exercises area as provided in paragraph (h) above, the dog must be accompanied by and under the control of the owner or persons acting for the owner. Additionally, the owner or persons acting for the owner must at all times, have a leash of not more than six feet in length in his or her possession.

- J. At all times when a dog is off leash and participating in a dog show, exhibition or obedience class as provided in section (f) above:
 - (1) The dog must be accompanied by and under the control of its owner or persons acting for the owner or trainer or handler, who must at all times have a leash in his or her possession; and
 - (2) The owner or persons acting for the owner, trainer or handler or authorized representative of a club or organization to whom a permit has been issued, shall have the permit on their person at all times and shall present the permit for inspection upon request, to any police officer, authorized member of the public parks staff or the enforcement agent.

- K. Any dog at large shall be apprehended and impounded by the Enforcement Agent.
 - (1) Said agent shall have the right to enter upon private property when it is necessary to do so in order to apprehend any dog that has been running at large. Such entrance upon private property shall be in reasonable pursuit of such dog and shall not include entry into a domicile or enclosure which confines a dog unless it be at the invitation of the occupant.
 - (2) Said agent may issue a citation (s) to the dog owner or persons acting for the owner when the dog is at large. The procedure of

the issuance of notice to appear shall be as provided for peace officers in ARS. Section 13-3903, except the county enforcement agent shall not make an arrest before issuing the notice. The issuance of citation(s) pursuant to this ordinance shall be subject to provision of ARS, Section 13-3899.

- (3) In the judgment of the Enforcement Agent, if any dog at large or other animal that is dangerous or fierce and a threat to human safety cannot be safely impounded, it may be slain.

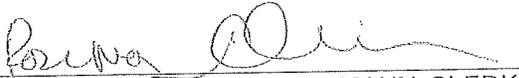
Section Four:

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held invalid or unconstitutional in any way by any Court, it is the intent of the Town Council that the balance of the ordinance not found to be illegal or unconstitutional be given full effect.

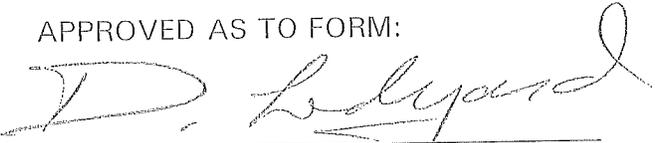
PASSED AND ADOPTED this 23rd day of October, 2003, by the Mayor and Town Council of the Town of Guadalupe.

ATTEST:


 VINICIO G. ALVAREZ, SR., MAYOR


 ROSEMARY ARELLANO, TOWN CLERK

APPROVED AS TO FORM:


 DAVID E. LEDYARD, TOWN ATTORNEY

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TOWN OF GUADALUPE – 2019 GRANTS REQUESTS UPDATE – DECEMBER, 2019

Tribe / Community / Nation	2019 Proposed Amount	Town Dept.	Purpose	Status
Ak-Chin	\$65K	Fire	Type 1 Fire Truck Payment	Declined
Ak-Chin	\$70K	Fire	Firefighter Turnout Gear	Approved
Ak-Chin	\$49,120	Senior Center	Roof Replacement	Declined
Ak-Chin	\$50K	Public Works	Utility Equipment: cherry picker, walker, sweeper, chipper	Declined
Ak-Chin Total	\$234,120			
Fort McDowell	\$80K	Senior Center	Senior Center Meal Program	Declined
Fort McDowell	\$40K	Town	Town Building Security Cameras	Declined
Fort McDowell	\$30K	Community Dev.	Renovate Old Town Hall	Declined
Fort McDowell Total	\$150K			
Gila River	\$75K	Fire	Command / Community Vehicle	Declined
Gila River	\$77K	CAP	Community Health and Public Safety	Declined
Gila River	\$70K	CAP	Community Economic Assistance Programs	Approved
Gila River	\$31K	Community Dev.	Cultural Heritage Events Programming	Approved
Gila River Total	\$253K			
Pascua Yaqui	\$55K	Public Safety	Event Staffing	Under Consideration
Pascua Yaqui	\$80K	Senior Center	Elder Activity Programming	Under Consideration
Pascua Yaqui	\$380K	Public Works	Avenida del Yaqui Project	Under Consideration
Pascua Yaqui Total	\$515K			
Tohono O'odham	\$188K	Senior Center	Senior Center Renovation	Pending
Tohono O'odham	\$65K	Fire	Fire Truck Payment	Pending
Tohono O'odham	\$60K	Fire	Heart Monitors (2)	Pending
Tohono O'odham	\$20K	Fire	Active Shooter Equip/Training	Pending
Tohono O'odham Total	\$333K			
Overall Total	\$1.485M			Granted: \$171K

TOWN OF GUADALUPE – 2019 GRANTS REQUESTS UPDATE – DECEMBER, 2019

Agency:	2016	2017	2018	2019	Total
Maricopa County CDBG	\$305K	\$398K	\$569K	\$439K	\$1.71 M
County Flood Control District		\$246K*	\$227K*		\$473K
MAG Safe Routes to School		\$22K			\$22K
MAG CMAQ			\$3.5M*		\$3.5M
SAFER Grant		\$544K*			\$544K
Firehouse Subs			\$18K		\$18K
DBacks Give Back				\$100K	\$100K
Area Agency on Aging	\$140K	\$140K	\$140K	\$140K	\$560K
County Human Services	\$35K	\$35K	\$35K	\$35K	\$140K
FHWA		\$84K			
Overall Total	\$480K	\$1.47M	\$4.49M	\$714K	\$7.15M

- Required local matching grant of Town funds

RESOLUTION NO. R2019.22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA 2018-01) BETWEEN THE AK-CHIN INDIAN COMMUNITY AND THE TOWN OF GUADALUPE FOR THE RECEIPT OF A PORTION OF ITS ANNUAL 12% MONIES FROM GAMING PROCEEDS.

WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory act, Public Law 100-497, 25 U.S.C. §2701-2721 and 18 U.S.C. §1166-1168 (the "Act") which requires a tribal state compact in order to conduct Class 11 gaming activities on the Indian lands of a tribe; and

WHEREAS, Arizona Revised Statues (A.R.S.) § 11-951 through § 11-954, provide that public agencies may enter into intergovernmental agreements for the provision of services or for joint or cooperative action; and

WHEREAS, the Ak-Chin Indian Community has entered into a gaming contract with the State of Arizona and said compact requires that the Ak-Chin Indian Community contributions to Arizona communities for governmental services that benefit the general public such as public safety, mitigation of the impacts of gaming, etc., or promotion of commerce and economic development; and

WHEREAS, the Town of Guadalupe, Arizona, has a substantial population of Native Americans and other minorities and is in need of funding assistance to make a one-time purchase of 18 complete sets of firefighter protective clothing including: coats, pants, suspenders, gloves and hoods; and

WHEREAS, the Ak-Chin Indian Community desires to convey a portion of its annual 12% monies to the Town of Guadalupe for the exclusive purpose of funding a one-time purchase of 18 complete sets of firefighter protective clothing including: coats, pants, suspenders, gloves and hoods as proposed in the June 27, 2019 Application, which the Town of Guadalupe wishes to accept; and

WHEREAS, the Ak-Chin Indian Community has entered into an agreement with the Town of Guadalupe and is authorized to execute this agreement; and

WHEREAS, the Town of Guadalupe has agreed to accept a portion of the annual 12% monies for the exclusive purpose of funding a one-time purchase of 18 complete sets of firefighter protective clothing including: coats, pants, suspenders, gloves and hoods; and, is authorized to execute this agreement.

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

The Mayor is authorized and directed to execute intergovernmental agreement (IGA C2019-31), Grant No: 19-2.01, between the Ak-Chin Indian Community and the Town of Guadalupe to accept the awarded 12% Contribution Grant in the amount of \$70,000 to fund a one-time purchase of 18 complete sets of firefighter protective clothing including: coats, pants, suspenders, gloves and hoods; and, sign all necessary documents in furtherance of this agreement.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, this _____ day of _____, 2019.

Valerie Molina, Mayor

ATTEST:

APPROVED AS TO FORM:

Jeff Kulaga, Town Manager / Clerk

David E. Ledyard, Town Attorney

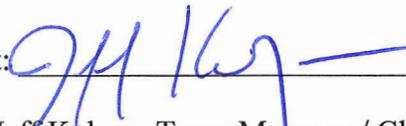
Ak-Chin Indian Community Grant Application Cover Sheet

Name of City/Town/County/Non-Profit: Town of Guadalupe, Arizona	
Mayor/Supervisor/Chairman/President: Mayor Valerie Molina	Received JUL 05 2019
Contact Person and Title: Jeff Kulaga, Town Manager / Clerk	
Applicant Address: 9241 S. Avenida del Yaqui	
City: Guadalupe	Zip Code: 85283
Applicant Mailing Address (if different): same	
City:	Zip Code:
Phone Number: 480-505-5376	Fax Number: 480-505-5368
E-mail Address: jkulaga@guadalupeaz.org	
If Non-Profit, Name of City/Town/County With Which You Will Associate:	
Contact Person:	
City/Town/County Mailing Address:	
City:	Zip Code:
Phone Number:	Fax Number:
E-mail Address:	

Program or Project Name: Firefighter Turnout Gear
Purpose of Grant (brief statement): The Town of Guadalupe seeks to obtain funding from the Ak-Chin Indian Community to fund a firefighter protective clothing replacement project. The goal of this project is to ensure that all Town of Guadalupe Firefighters are equipped with protective clothing that meet NFPA (National Fire Protection Agency) and OSHA (Occupational Safety and Health Administration) standards by replacing worn-out and antiquated equipment. The objective for this project is to obtain \$70,000 for a one time purchase of 20 complete sets of firefighter protective clothing (coat, pants, suspenders, gloves and hood).
Beginning and Ending Date of Program or Project: November 2019 – February 2020
Amount Requested: \$70,000 Total Cost: \$70,000
Geographic Area Served: Town of Guadalupe, Arizona

By the execution of this Grant Application the undersigned agrees that the information contained in this Application is true, to the best of the Applicant's knowledge. The Applicant shall notify the Community if any information in this Application changes

Signature:

For the Applicant:  _____ Date: July 2, 2019

Name and Title: Jeff Kulaga, Town Manager / Clerk

For the City/Town County: Town of Guadalupe, AZ.

Date: July 2, 2019

AK-CHIN INDIAN COMMUNITY
2018 12% GRANT PROGRAM
REQUEST FOR PROPOSALS

Submitted: July 2, 2019

Narrative for:

Town of Guadalupe, Arizona – Firefighter Turnout Gear

1. Description of proposed program or project.

Thank you to the Ak-Chin Indian Community for considering this proposal from the Town of Guadalupe.

The Town of Guadalupe seeks to obtain funding from the Ak-Chin Indian Community to fund a firefighter protective clothing replacement project. The goal of this project is to ensure that all Town of Guadalupe Firefighters are equipped with protective clothing that meet NFPA (National Fire Protection Agency) and OSHA (Occupational Safety and Health Administration) standards by replacing worn-out and antiquated equipment.

NFPA Standard 1851 requires that fire departments remove any protective clothing from service that is older than 10 years from the manufacture date. This requirement is based on research that has shown that even the best cared for gear breaks down and loses much of its protective qualities after about 10 years of use. The high call volume of the Guadalupe Fire Department combined with the training hours required for Guadalupe Firefighter's to meet regional and national standards puts a lot of stress on our firefighter's protective clothing. While the department has been able to keep most of the department's protective clothing in workable condition through a regular cleaning and maintenance schedule, much of the department's gear is becoming worn-out and antiquated.

The Guadalupe Fire Department responded to an estimated 3327 incidents in 2018, including 359 fire calls, 2,575 EMS calls, and 57 hazardous materials calls. This high call volume highlights a critical need for vital emergency medical equipment in our community. With a first-due area of 27,000 people and a first-alarm area of 109,000 people that will directly benefit from this project.

Currently less than 50% of Guadalupe Firefighters are equipped with firefighting protective clothing that is less than 10 years old, and most of those are equipped with firefighting protective clothing that is between 5 and 10 years old. It is the Town of Guadalupe Fire Department's goal to replace the oldest or most worn-out sets of firefighter protective clothing and equip 100% of the Town of Guadalupe Firefighters with current protective clothing.

Over the past 10 years the Guadalupe Fire Department has experienced a 47% increase in call volume within their Town boundaries, this increase is partially due to an increase in development with 77 new building permits issued over the past 10 years for everything from single family residence to commercial and industrial structures. The Guadalupe Fire Department is on pace to have another 10% increase in call volume within their Town boundaries.

The Town of Guadalupe Town Council unanimously supported this grant request through Resolution R2019.01 on June 27, 2019 and by doing so directed town staff to submit an application. The Resolution is attached.

2. Identify the target population that will be served by the Project.

Although we primarily respond to the Town of Guadalupe (population 6,336), we also assist a host of other communities in Maricopa and Pinal counties as part of the Phoenix Regional Automatic Aid System, including: Tempe, Phoenix, Chandler, Mesa, Gilbert, Avondale, Apache Junction, Buckeye, Daisy Mountain, El Mirage, Glendale, Goodyear, Maricopa, Paradise Valley, Peoria, Scottsdale, Sun City, Sun City West, Surprise, and Tolleson. Thus, our target population is varied and far-reaching.

Because of the Automatic Aid System, Guadalupe Fire Department has a first-due area of 27,000 people and a first-alarm area of 109,000 people.

3. Describe the Project goals and objectives, and your plan to meet them.

The objective for this project is to obtain \$70,000 to purchase 20 complete sets of firefighter protective clothing (coat, pants, suspenders, gloves and hood).

4. Provide a timetable for implementation of the Project.

This would be a one-time purchase of protective clothing; once funding is received firefighters will be measured for turnouts and the clothing will be ordered within two weeks of receiving the funds.

B. Resources:

1. Identify current funding sources for the Project and characterize each funding:

None

2. Identify other organizations or partners that are participating in or contributing to the Project, but which are not funding sources, and describe their roles or contributions.

There are currently no other partners for this project.

3. Define the Project as a new or continuing project. If the Project is awarded a grant, how would the Project continue after its grant funding is expended? If the Grant from the Community will replace other funding lost due to the economy, how will the Project be continued after the grant from the Community is exhausted?

This is a new one-time-purchase project, the ongoing costs of cleaning and maintenance of protective clothing are provided for in the Town's Budget.

4. If you have requested any other funding from another Arizona tribe, please list:

a. Unsuccessful requests made within the last eighteen (18) months, including tribe to which the request was made and the project for which a grant was requested.

Please refer to attached Grant summary table, dated March 4, 2019

b. Funded requests made in the last five (5) years, including the name of the tribe that awarded the funding, the project for which the funding was awarded, and the amount of the funding received.

- 2017 Ak Chin Indian Community Fire Truck Payment - \$112,000
- 2018 Ak Chin Indian Community Head Start Senior Center - \$80,000
- 2018 Tohono O'odham Nation Fire Truck Payment - \$62,500
- 2018 Pascua Yaqui Tribe: \$127,000 for Public Works vehicles, Community Assistance Program and Law Enforcement Event Staffing

C. Reports. How will you account for and manage the funding if you are selected? Describe your plan to document Project progress and results. Interim and final reports will be required for each grant awarded.

Quarterly reports and final reports shall be prepared and all information will be readily available upon request.

D. Budget. Provide a detailed budget of how the funding will be used. Provide an estimated timeline for when funds will be expended.

The total budget for this project is \$70,000 for purchase of protective clothing; once funding is received \ the clothing will be ordered within two weeks of receiving the funds. Items would be placed in service as soon as they are received as Guadalupe Firefighters are already trained in the use of this equipment.

E. Additional information. Please provide any additional information about the Project or your organization you would like to share.

As mentioned, the Guadalupe Town Council Resolution is attached.

Tribe / Community	Amount	Town Dept.	Purpose	New Request?	Dec 6. Status
Ak-Chin	\$80K	Senior Center	Senior Center Head Start Renovation / Equipment	Yes	\$80K Awarded
Ak-Chin	\$65K	Fire	Type 1 Fire Truck Payment	No	No
Ak-Chin Total	\$145K				\$80K Total
Fort McDowell	\$110K	Public Works	Streetlight installations	Yes	No
Fort McDowell	\$30K	Community Development	Old Town Hall Renovation	Yes	No
Fort McDowell Total	\$140K				\$0
Gila River	\$60K	Fire	Heart Monitors (2)	Yes	No
Gila River	\$20K	Fire	Active Shooter Equip/Training	Yes	No
Gila River Total	\$80K				\$0
Pascua Yaqui	\$80K	CAP	Rental/Utility/Food assistance	No	\$80K Awarded
Pascua Yaqui	\$60K	Public Works	Three utility trucks	Yes	\$15K Awarded
Pascua Yaqui	\$75K	Fire	Command / Community Vehicle	Yes	No
Pascua Yaqui	\$50K	Public Safety	Event Staffing	No	\$37 Awarded
Pascua Yaqui Total	\$265K				\$127K Total
Tohono O'odham	\$35K	Fire	Firefighter Turnout Gear	Yes	No
Tohono O'odham	\$25K	Public Works	Guadalupe Rd Pedestrian Safety Project	Yes	No
Tohono O'odham	\$62.5K	Fire	Fire Truck Payment	Yes	\$62.5K Awarded
Tohono O'odham Total	\$122.5K				\$62.5K Total
Overall Total	\$752.5K				\$274.5 TOTAL

RESOLUTION NO. R2019.01

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING AN APPLICATION FOR A GRANT FROM THE AK-CHIN INDIAN COMMUNITY FOR PUBLIC SAFETY AND SENIOR CENTER PURPOSES.

WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory act, Public Law 100-497, 25 U.S.C. §2701-2721 and 18 U.S.C. §1166-1168 (the "Act") which requires a tribal state compact in order to conduct Class 111 gaming activities on the Indian lands of a tribe; and

WHEREAS, the Ak-Chin Indian Community has entered into a gaming contract with the State of Arizona and said compact requires that the Ak-Chin Indian Community contributes to Arizona communities for governmental services that benefit the general public such as public safety, mitigation of the impacts of gaming, etc., or promotion of commerce and economic development; and

WHEREAS, the Town of Guadalupe, Arizona, has a substantial population of Native Americans and other minorities and is in need of financial assistance to replace aging firefighter turnout gear, to fund a Type 1 Fire Truck payment; to replace the Head Start / Senior Center roof; and to purchase public works utility trucks to replace aging trucks.

WHEREAS, the following needs have been identified:

Type 1 Fire Truck payment:	\$65,000
Firefighter Turnout Gear:	\$70,000
Head Start / Senior Center Roof Replacement:	\$49,120
Public Works Utility Equipment:	\$50,000

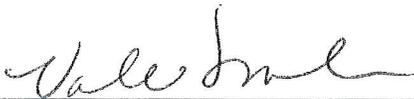
WHEREAS, these needs have been identified as most pressing; and, that any grant monies received from the Ak-Chin Indian Community would be restricted to these needs; and

WHEREAS, it would be appropriate for Town staff to submit a grant funding request to the Ak-Chin Indian Community in the sum of \$234,120 for the aforementioned needs.

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

Town staff is directed to submit an application for grant funds in the sum of \$234,120 to the Ak-Chin Indian Community; and, that said funds shall be restricted to the needs set forth in this resolution.

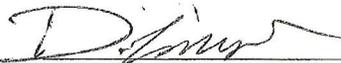
DATED, this 27th day of June, 2019.


 Valerie Molina, Mayor

ATTEST:


 Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:


 David Ledyard, Town Attorney

Grant No: 19-2.01

C2019-31
Intergovernmental Agreement
Between
Ak-Chin Indian Community
and
Town of Guadalupe

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

RECITALS

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

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

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

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

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

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

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

ARTICLE I - GENERAL PROVISIONS

1.1 Contents of Agreement. The agreement between the parties will consist of this Agreement and the Grantee's Application ("Application," as defined further in Section 1.2), which (a) was signed by the Grantee on July 2, 2019, and (b) seeks funding for the Project ("Project" is defined below in Section 1.2), that the Grantee submitted to the Community and which is attached hereto and incorporated herein as Exhibit "A."

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

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

ARTICLE II - TERM

2.1 The term of this Agreement ("Term") will commence upon the effective date ("Effective Date") which shall be the later of either 1) the date this Agreement is fully executed by all parties or January 1, 2020.

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

ARTICLE III - SCOPE

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

ARTICLE IV - AMOUNT AND AUTHORIZED USES OF GRANT FUNDS

4.1 In consideration of the various obligations undertaken by the Grantee pursuant to this Agreement, as represented by the Grantee in the Application proposing the Project, the Community agrees, subject to the terms and conditions set forth herein, to provide the Grantee with a Grant in the amount of SEVENTY THOUSAND DOLLARS (\$70,000.00).

4.2 The Grantee will use the Grant exclusively to support the Project represented in the Application, including costs attributable to and arising from providing those services and activities that are part of the Project.

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

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

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

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

ARTICLE V - DISBURSEMENT OF GRANT

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

ARTICLE VI - REPRESENTATIONS, WARRANTIES, AND SPECIFIC OBLIGATIONS

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

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

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

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

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

ARTICLE VII - DEFAULTS AND REMEDIES

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

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

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

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

terminated by the Community, the Grantee shall return to the Community all Grant funding and/or any property purchased with the Grant funding.

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

ARTICLE VIII - TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX - CERTIFICATIONS BY GRANTEE

9.1 In signing this Agreement, the Grantee certifies that:

(a) All of the representations and warranties of the Grantee as set forth in this Agreement and the Application are valid and true; and

(b) The Grant funds awarded will be used for costs actually incurred or to be incurred in fulfillment of the obligations agreed to in this Agreement; and

(c) The payment requested does not duplicate a payment or reimbursement of costs and services received from any other source.

ARTICLE X - REPORTS

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

(a) The first six (6) months of the Term; and

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

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

ARTICLE XI - MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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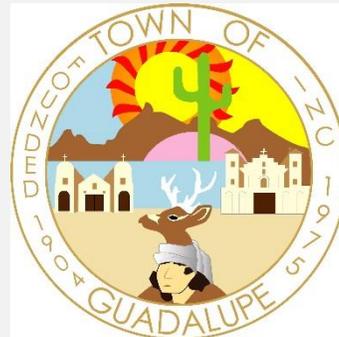
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective, duly authorized representatives, as of the day and year written below.

<p>COMMUNITY AK-CHIN INDIAN COMMUNITY</p> <p>_____/____/____</p> <p>Robert Miguel Chairman</p> <p>ATTEST:</p> <p>_____ Victoria A. Smith Council Executive Secretary</p> <p>APPROVED AS TO FORM</p> <p>_____ Amy Courson Strickland & Strickland, P.C. General Counsel to the Ak-Chin Indian Community</p>	<p>GRANTEE: TOWN OF GUADALUPE</p> <p>_____ 12/09/2019</p> <p>Valerie Molina Mayor</p> <p>ATTEST:</p> <p>_____ Jeff Kaluga Town Manager / Clerk</p> <p>APPROVED AS TO FORM</p> <p>_____ David E. Ledyard Town Attorney</p>
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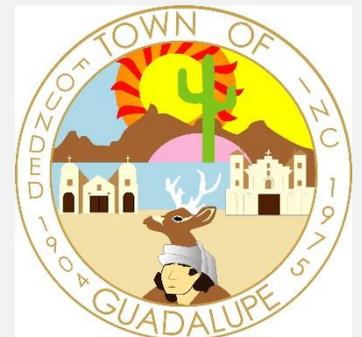
Las Flores de Guadalupe Request for speed humps

Traffic Safety Analysis and Suggestions

December 9, 2019



Study area:

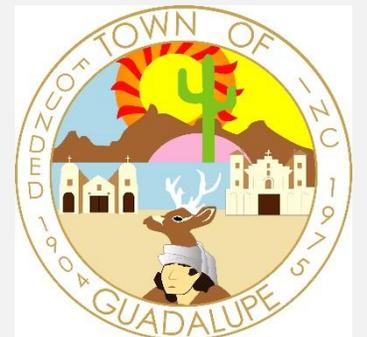


Suggestions:

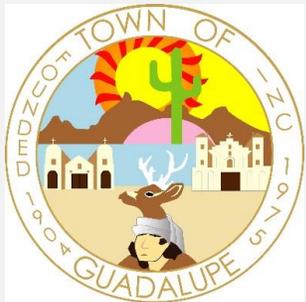
Location:

Suggestion:

- A. Replace existing 20 speed limit sign with 25 mph speed limit sign.
- B. Install pedestrian warning sign on Calle Senu approximately 100 feet east of Avenida del Yaqui.
- C. Relocate speed hump to Calle Senu: approximately 215 feet west of the Calle Senu and Calle Naki intersection.
- D. Install new speed hump on Calle Senu: approximately 190 feet east of the Calle Senu and Calle Naki intersection.
- E. Calle Tomi: approximately 65 feet south of the south Calle Tomi and Calle Fortunato Serrano intersection
- F. Relocate speed hump to Calle Tomi: approximately 95 feet north of the north Calle Tomi and Calle Fortunato Serrano intersection
- G. Remove existing sign
- H. Remove existing sign and replace with pedestrian sign
- I: Calle Tomi south of Calle Guadalupe



A: Calle Vahi east of Avenida del Yaqui
remove and replace speed limit sign



B: Calle Senu eastbound east of Avenida del Yaqui

Install new pedestrian sign



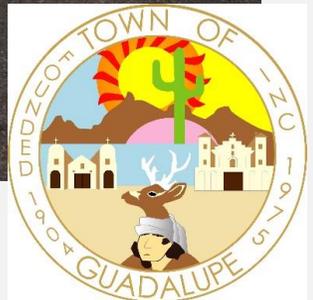
C: Calle Senu between Avenida del Yaqui and Calle Naiki

relocate speed hump



D: Calle Senu at Senior Housing

Install new speed hump



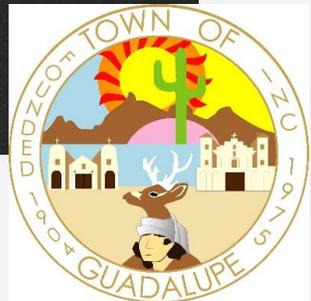
E: Calle Tomi north of Calle Senu

relocate speed hump



F: Calle Tomi north of
Calle F. Serrano

relocate speed hump



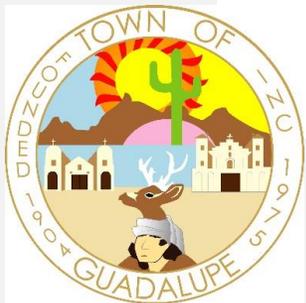
G: Calle Tomi north of Calle Senu

remove existing sign



H: Calle Tomi south of
Calle F. Serrano

remove and replace
existing sign

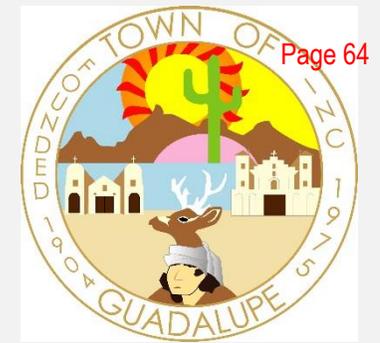


I: Calle Tomi south of
Calle Guadalupe

remove and replace
existing sign



Suggestions:



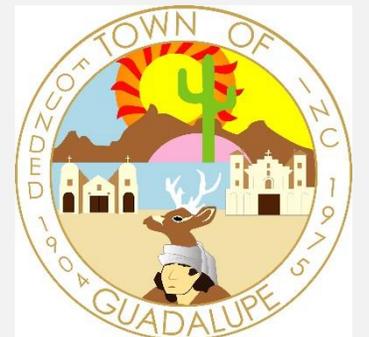
Location:

Suggestions:

- A. **Calle Vahi:** replace existing 20 speed limit sign with 25 mph speed limit sign.
- B. **Calle Senu:** install pedestrian warning sign on Calle Senu approximately 100 feet east of Avenida del Yaqui.
- C. **Calle Senu:** relocate speed hump approximately 215 feet west of the Calle Senu and Calle Naki intersection.
- D. **Calle Senu:** install new speed hump approximately 190 feet east of the Calle Senu and Calle Naki intersection.
- E. **Calle Tomi:** approximately 65 feet south of the south Calle Tomi and Calle Fortunato Serrano intersection
- F. **Calle Tomi:** relocate speed hump approximately 95 feet north of the north Calle Tomi and Calle Fortunato Serrano intersection
- G. **Calle Tomi:** north of Calle Senu: remove existing sign
- H. **Calle Tomi:** south of Calle F. Serrano: remove existing sign and replace with pedestrian sign
- I. **Calle Tomi:** south of Calle Guadalupe: remove and replace sign with speed limit sign

Las Flores de Guadalupe Request for speed humps

Thank you
Questions?



PASCUA YAQUI TRIBE

HOUSING DIVISION



September 9, 2019

Mr. Jeff Kulaga
Town Manager / Clerk
Town of Guadalupe, Arizona
9241 S. Avenida Del Yaqui
Guadalupe, AZ 85283

Subject: Las Flores de Guadalupe request for Speed Humps

Dear Mr. Kulaga,

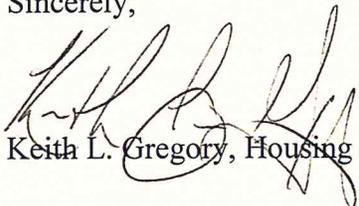
On the evening of August 1, 2019, the Pascua Yaqui Tribe (PYT) Housing Division held a Community Forum at the Guadalupe Tribal Office located at 9405 S. Avenida Del Yaqui, the purpose - to collect comments from community members regarding housing matters. The most prominent issue that surfaced was speeding vehicles driving through the Yaqui neighborhood. Community members who attended the meeting expressed concern for the safety of residents and property damage. Apparently this has been a long standing concern voiced by tenants (two years according to Housing staff) which needs to be addressed. This has not been brought to the attention of the Town of Guadalupe until now.

Las Flores de Guadalupe is a Pascua Yaqui community with houses built and maintained by PYT Housing primarily using HUD funds, however, PYT responsibility does not include the streets that run through the housing development. It is understood the Town of Guadalupe bears that responsibility therefore out of respect to all parties, PYT Housing Administration is connecting with the Town Manager and Tribal Council Member representatives of Guadalupe to take an intergovernmental approach to a solution for citizens we have in common.

The streets that make up the Las Flores de Guadalupe neighborhood are: Calle Senu, Calle Woi, Calle Vahi, Calle Tomi and Calle Naiki. The speed humps would best be placed on CALLE SENU, CALLE WOI, CALLE VAHI, and CALLE TOMI. To limit the humps to one street would only divert the vehicles to parallel streets without them.

As you may know, speed humps are a highly effective speed reduction system specifically designed for residential areas and are prefabricated products which makes installation timely. There are some disadvantages such as the noise created when vehicles drive over the hump. Emergency vehicles are also slowed by the humps, and drivers may drive up on the curb in an attempt to avoid it. With speed reduction shown to range from 40-60% following installation, it's a cost effective solution.

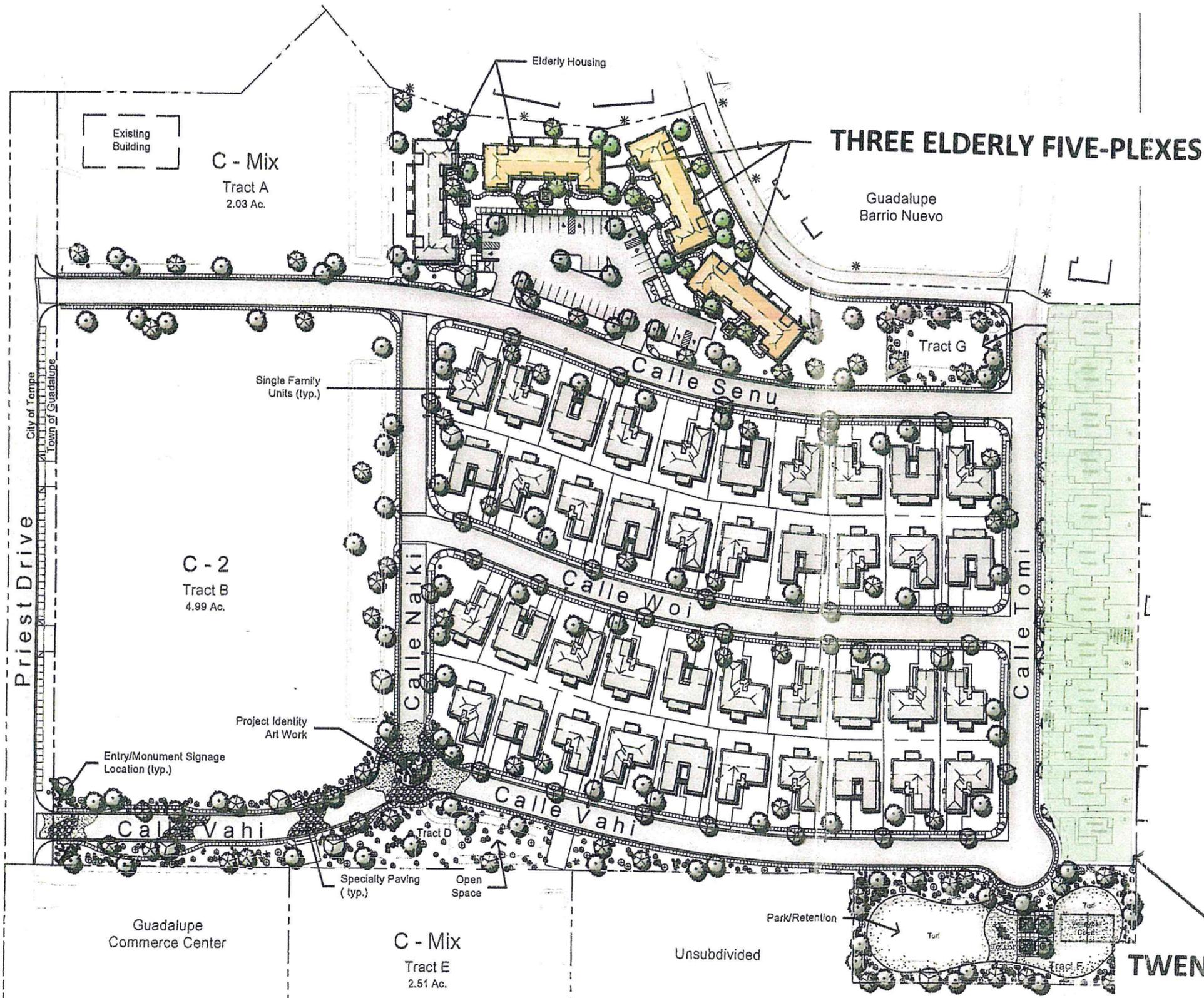
We look forward to hearing from you regarding this request. If necessary we will be happy to meet with you for further discussion. Please call Sylvia Dawavendewa, Housing Program Development Coordinator at 520.879.5894 with any questions and to provide guidance on any additional steps we may need to take. Thank you for your assistance. Sincerely,



Keith L. Gregory, Housing Director

ATTACHMENT: Las Flores de Guadalupe Map

Cc: Antonia Campoy, Pascua Yaqui Tribal Council Member
Cruzita Armenta, Pascua Yaqui Tribal Council Member
Sylvia Dawavendewa, Housing Program Development Coordinator
Anita Rendon, Housing Resident Service Specialist Manager
Rosie Hickman, Housing Compliance Manager

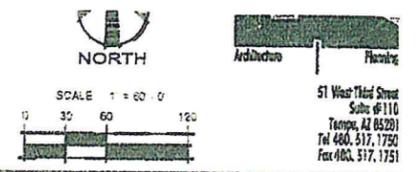


PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME
TREES		
	<i>Ceanothus californicus</i>	Coscalote
	<i>Cercidium floridum</i>	Blue Palo Verde
	<i>Olneya tesota</i>	Desert Ironwood
	<i>Pithecellobium flexicaule</i>	Texas Ebony
	<i>Prosopis juliflora</i>	Native Mesquite
CACTI/ACCENT		
Agave Species		
	<i>Carnegiea gigantea</i>	Saguaro
	<i>Dasylirion wheeleri</i>	Desert Spoon
	<i>Ferocactus wislizeni</i>	Fishhook Barrel
	<i>Fouquieria splendens</i>	Coccolite
	<i>Hesperaloe parviflora</i>	Red Yucca
	<i>Opuntia santa-rita</i>	Purple Prickly Pear
Yucca Species		
SHRUBS		
	<i>Ambrosia deltoidea</i>	Bursage
	<i>Calliandra californica</i>	Baja Fairy Duster
	<i>Eriogonum fasciculatum</i>	Brittlebush
	<i>Justicia californica</i>	Chuarrosa
	<i>Justicia spirostachya</i>	Mexican Horsetail
	<i>Larrea tridentata</i>	Cholla Bush
	<i>Leucophyllum frutescens</i>	Heavenly Cloud Sage
	Heavenly Cloud	
	<i>Leucophyllum zycophyllum</i>	Blue Rain Sage
	<i>Palicourea cooperi</i>	Paper Flower
	<i>Ruellia peninsularis</i>	Baja Ruebia
	<i>Salvia greggii</i>	Autumn Sage
	<i>Sophora secundiflora</i>	Texas Mountain Laurel
	<i>Sphaeralcea ooligauca</i>	Globe Amaranth
GROUND COVERS		
	<i>Briocneme multiflora</i>	Desert Marigold
	Lantana Species	
	<i>Meibomia leucanthemum</i>	Blackfoot Daisy
	<i>Pennisetum setaceum</i>	Firecracker Pennisetum
	<i>Verbena goodingii</i>	Gooding Verbena
MISCELLANEOUS		
Decomposed Granite in all planting areas		
	Landscape Boulders	

Illustrative Site Plan
Las Flores de Guadalupe

**TWENTY TWO LOW RENT UNITS
 ELEVEN DUPLEXES, ONE COMMUNITY BUILDING**



Prepared for: Pascua Yaqui Tribe

November 18, 2003

Place Currently Not Set Traffic Survey Summary

Location: calle tomi and calle fortuato serrano
 Start Date: 9/17/2019
 End Date: 9/17/2019

Zone: Residential
 Start Time: 06:53:21
 End Time: 12:00:24
 Travel Direction: S

Speed	1 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	30 - 31	32 - 33	34 - 35	36 - 37	38 - 39	40 - 999
Volume	126	44	41	39	25	12	2	3	4	0	0	1
% of Total	42.42%	14.81%	13.8%	13.13%	8.41%	4.04%	0.67%	1.01%	1.34%	0%	0%	0.33%
										Total Vehicles: 297		

Speed Statistics		10 MPH Pace		Number Exceeding Limit				
Posted	25	Pace Speed	16 to 25	Speed	25+	35+	45+	Total
#At/Under Limit	250	# in Pace	200	Number	46	0	1	47
# Over Limit	47	% in Pace	67.34%	Percent	15.48%	0%	0.33%	15.82%
Average Speed	20.46	85% Percentile	26					

2

**Place Currently Not Set
Traffic Survey Summary**

Location: Calle Senu and Calle Naiki
Start Date: 9/16/2019
End Date: 9/16/2019

Zone: Residential
Start Time: 07:17:07
End Time: 15:27:50
Travel Direction: E

Speed	1 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	30 - 31	32 - 33	34 - 35	36 - 37	38 - 39	40 - 999
Volume	364	94	63	58	32	23	17	9	5	1	0	0
% of Total	54.65%	14.11%	9.45%	8.7%	4.8%	3.45%	2.55%	1.35%	0.75%	0.15%	0%	0%
										Total Vehicles: 666		

Speed Statistics		10 MPH Pace		Number Exceeding Limit				
Posted	25	Pace Speed	14 to 23	Speed	25+	35+	45+	Total
#At/Under Limit	579	# in Pace	377	Number	86	1	0	87
# Over Limit	87	% in Pace	56.6%	Percent	12.91%	0.15%	0%	13.06%
Average Speed	18.61	85% Percentile	25					

3

**Place Currently Not Set
Traffic Survey Summary**

Location: Calle tomi and Calle furtunado serrano
Start Date: 9/18/2019
End Date: 9/18/2019

Zone: Residential
Start Time: 07:01:12
End Time: 12:11:14
Travel Direction: N

Speed	1 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	30 - 31	32 - 33	34 - 35	36 - 37	38 - 39	40 - 999
Volume	115	34	36	21	15	12	2	1	2	0	0	0
% of Total	48.31%	14.28%	15.12%	8.82%	6.3%	5.04%	0.84%	0.42%	0.84%	0%	0%	0%
										Total Vehicles: 238		

Speed Statistics		10 MPH Pace		Number Exceeding Limit				
Posted	25	Pace Speed	15 to 24	Speed	25+	35+	45+	Total
#At/Under Limit	206	# in Pace	148	Number	32	0	0	32
# Over Limit	32	% in Pace	62.18%	Percent	13.44%	0%	0%	13.44%
Average Speed	19.27	85% Percentile	25					

4

**Place Currently Not Set
Traffic Survey Summary**

Location: Calle tomi and Calle furtunado serrano
Start Date: 9/17/2019
End Date: 9/17/2019

Zone: Residential
Start Time: 12:05:20
End Time: 13:30:40
Travel Direction: S

Speed	1 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	30 - 31	32 - 33	34 - 35	36 - 37	38 - 39	40 - 999
Volume	46	13	15	14	3	3	1	0	0	0	0	0
% of Total	48.42%	13.68%	15.78%	14.73%	3.15%	3.15%	1.05%	0%	0%	0%	0%	0%
									Total Vehicles: 95			

Speed Statistics		10 MPH Pace		Number Exceeding Limit				
Posted	25	Pace Speed	16 to 25	Speed	25+	35+	45+	Total
#At/Under Limit	88	# in Pace	62	Number	7	0	0	7
# Over Limit	7	% in Pace	65.26%	Percent	7.36%	0%	0%	7.36%
Average Speed	18.79	85% Percentile	25					

5

**Place Currently Not Set
Traffic Survey Summary**

Location: calle Senu and Calle Naiki
Start Date: 9/30/2019
End Date: 9/30/2019

Zone: Residential
Start Time: 07:02:30
End Time: 15:16:44
Travel Direction: W

Speed	1 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	30 - 31	32 - 33	34 - 35	36 - 37	38 - 39	40 - 999
Volume	76	35	26	16	20	12	6	2	4	0	0	0
% of Total	38.57%	17.76%	13.19%	8.12%	10.15%	6.09%	3.04%	1.01%	2.03%	0%	0%	0%
										Total Vehicles: 197		

Speed Statistics		10 MPH Pace		Number Exceeding Limit				
Posted	25	Pace Speed	15 to 24	Speed	25+	35+	45+	Total
#At/Under Limit	153	# in Pace	119	Number	44	0	0	44
# Over Limit	44	% in Pace	60.4%	Percent	22.33%	0%	0%	22.33%
Average Speed	20.6	85% Percentile	27					

**Place Currently Not Set
Traffic Survey Summary**

Location: Call fortunado and Calle brigdo valezuela
Start Date: 10/1/2019
End Date: 10/1/2019

Zone: Residential
Start Time: 07:01:32
End Time: 12:50:58
Travel Direction: N

Speed	1 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	30 - 31	32 - 33	34 - 35	36 - 37	38 - 39	40 - 999
Volume	89	1	1	0	0	0	0	0	0	0	0	0
% of Total	97.8%	1.09%	1.09%	0%	0%	0%	0%	0%	0%	0%	0%	0%
									Total Vehicles: 91			

Speed Statistics		10 MPH Pace		Number Exceeding Limit				
Posted	25	Pace Speed	9 to 18	Speed	25+	35+	45+	Total
#At/Under Limit	91	# in Pace	80	Number	0	0	0	0
# Over Limit	0	% in Pace	87.91%	Percent	0%	0%	0%	0%
Average Speed	13.4	85% Percentile	17					

**Place Currently Not Set
Traffic Survey Summary**

Location: calle vaou nawi and calle millagros
Start Date: 10/7/2019
End Date: 10/7/2019

Zone: Residential
Start Time: 06:51:26
End Time: 14:55:33
Travel Direction: S

Speed	1 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	30 - 31	32 - 33	34 - 35	36 - 37	38 - 39	40 - 999
Volume	412	82	63	44	27	12	3	0	0	0	0	0
% of Total	64.07%	12.75%	9.79%	6.84%	4.19%	1.86%	0.46%	0%	0%	0%	0%	0%
									Total Vehicles: 643			

Speed Statistics		10 MPH Pace		Number Exceeding Limit				
Posted	25	Pace Speed	14 to 23	Speed	25+	35+	45+	Total
#At/Under Limit	601	# in Pace	390	Number	42	0	0	42
# Over Limit	42	% in Pace	60.65%	Percent	6.53%	0%	0%	6.53%
Average Speed	17.23	85% Percentile	23					

ORDINANCE NO. O2019.04

AN ORDINANCE OF THE TOWN OF GUADALUPE, ARIZONA, AMENDING CHAPTER 10, HEALTH AND SANITATION, ARTICLE 10-1, GARBAGE AND TRASH COLLECTION, OF THE TOWN OF GUADALUPE CODE OF ORDINANCES BY ADDING LANGUAGE RELATING TO REAL PROPERTY OWNER OR OCCUPANT REQUIREMENTS FOR SOLID WASTE COLLECTION SERVICES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA:

Section 10-2-5: Owner or Occupant Requirements

A. All owners, or residents if the property is not owner occupied, of real property within the Town limits shall obtain solid waste collection services in accordance with the requirements of Articles 10-1 through 10-4 from a provider licensed by the Town pursuant to Articles 10-1 through 10-4.

PASSED AND ADOPTED by the Mayor and Council of the Town of Guadalupe, Arizona, this ____ day of _____, 2019.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard, Town Attorney



Town of Guadalupe

Solid Waste Services Financial Status Report

December 3, 2019

The purpose of this report is to provide an overview of the financial status of the Town's solid waste fund. The solid waste fund accounts for all revenues and expenditures related to residential and Town solid waste and recycling collection and disposal services.

Presently, through September 2019, FY2019/20 solid waste expenses are exceeding solid waste revenues. As a result, prior year earnings of \$7,540 have been used to balance this year's budget. As approved in the FY2019/20 Town Budget, it is forecasted that expenses will exceed revenues by \$54,874. As a result, this same amount of fund balance will be used to balance the budget. Consequently, the end of year, fund balance would be reduced from \$182,830 to \$127,956.

At the April 25, 2019. Town Council Regular meeting: the solid waste fund was summarized as follows:

SOLID WASTE FUND DISCUSSION

SOLID WASTE YEAR	HISTORIC WM Rate	RATES			Fund Balance
		User Fee	TOG Return	WM RO	
2007/2008	\$14.58	\$19.25	\$4.67	\$83.00	
2008/2009	\$15.31	\$20.75	\$5.62	\$87.00	\$29,173
2019/2020	\$18.16	\$20.75	\$2.59	\$100.81	\$193,653

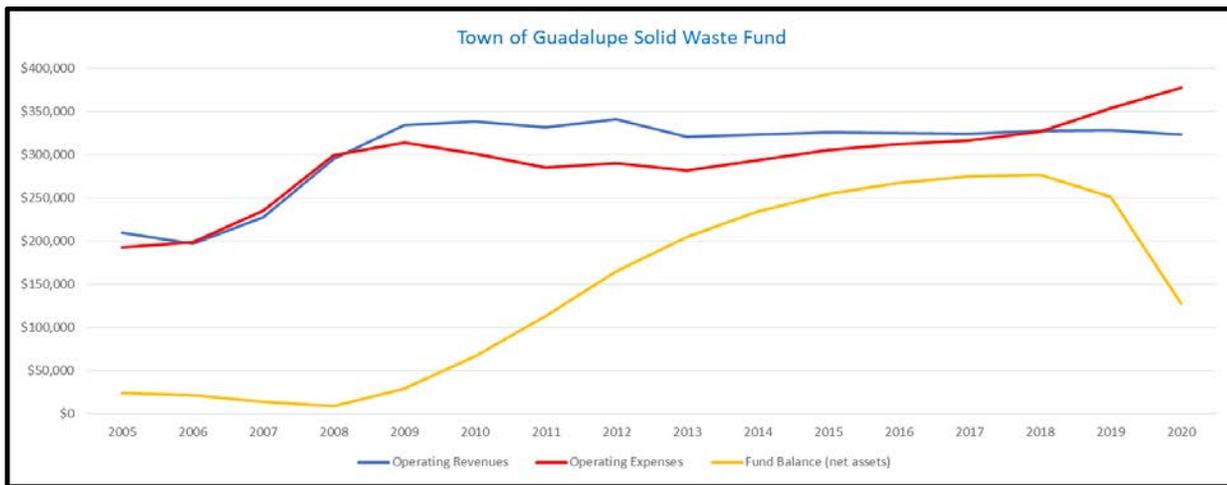
TOWN OF GUADALUPE PRICES (EFFECTIVE JULY 1, 2019)			
ITEMIZED RATES		6.86%	
	Old Rate	cpil	Final
Cost per dwelling Unit	\$ 38.99	\$ 1.37	\$ 38.16
Cost for each additional container at one dwelling	\$ 38.99	\$ 1.37	\$ 38.16
Replacement carts (Damaged, banded or lost due to the fault of the resident)	\$ 96.90	\$ 8.90	\$ 60.80
Job # 2 Roll Off Containers			
Cost for each roll off container picked up , emptied, and returned (transportation Only)	\$ 94.33	\$ 6.47	\$ 100.80
Delivery charge for special roll off container use	\$ 46.14	\$ 3.37	\$ 49.31
Pull fee for special roll off container use , transportation only	\$ 94.33	\$ 6.47	\$ 100.80
Switch out fee for special roll off container use	\$ 94.33	\$ 6.47	\$ 100.80
Current landfill tipping fee per ton, Sky Harbor Transfer	\$ 36.91	\$ 2.33	\$ 39.44
Cost to pickup and transport to fire recycle center (Transportation only)	\$ 114.70	\$ 21.99	\$ 136.29
Cost to pickup, empty and return 20CY dirt and gravel rolloff (Includes transportation and disposal site costs)	\$ 197.87	\$ 13.57	\$ 211.44

- Solid Waste Fund Recommendation:**
- ✓ Current contract expires March 1, 2020
 - ✓ Current contract initiated on November 14, 2002
 - ✓ Current contract received 4 amendments: Aug. 2005; Mar 2007; Mar 2010; May 2014
 - ✓ Current WM FY 2019/2020 Total CPI increase 3.40% + 3.46% = 6.86%
 - ✓ Pursue RFP in fall
 - ✓ Hold on user fee increase until next year
 - ✓ Recommend user fee based on new contract
 - ✓ Incorporate annual pothole and street repair amount into fund



Additionally, a review of the solid waste fund from 2005 to 2019 offers the following:

Town of Guadalupe Solid Waste Fund Balance																
Fiscal Years 2005 Thru Projected Year to Date 2020																
	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Operating Revenues	\$210,084	\$196,901	\$227,479	\$295,156	\$334,110	\$338,264	\$331,961	\$341,583	\$321,231	\$323,239	\$325,561	\$325,300	\$324,625	\$327,891	\$328,299	\$323,003
Operating Expenses	192,667	199,212	235,125	299,835	314,377	301,096	284,892	289,982	281,624	293,633	305,289	312,564	316,493	326,756	353,737	377,877
	17,417	-2,311	-7,646	-4,679	19,733	37,168	47,069	51,601	39,607	29,606	20,272	12,736	8,132	1,135	-25,438	-54,874
Fund Balance (net assets)	\$24,076	\$21,765	\$14,119	\$9,440	\$29,173	\$66,341	\$113,410	\$165,011	\$204,618	\$234,224	\$254,496	\$267,232	\$275,364	\$276,499	\$251,061	\$127,956



In September 2008, Town Council increased fees from \$19.25 per month to \$20.75 per month to address similar conditions of expenses exceeding revenues. This 7.8% increase allowed revenues to exceed expenses for 11 years, until 2019. Solid waste service costs increased over this period while revenues and the \$20.75 fee remained constant.

As a result, the Request for Proposals to solicit current services and associated fees and costs was pursued.

For comparison purposes, other valley municipalities recently increased rates as shown:

SOLID WASTE UTILITY RATE COMPARISONS		
MUNICIPALITY	DATE OF FEE/RATE CHANGE	PERCENTAGE INCREASE
Chandler	October, 2017	6%
Gilbert	November, 2018	19%
Glendale	January, 2019	14.4%
Mesa	July, 2018	2%
Peoria	July, 2019	6%
Scottsdale	July, 2019	8.7%
Tempe	January 2019	2%

Proposed rate adjustments

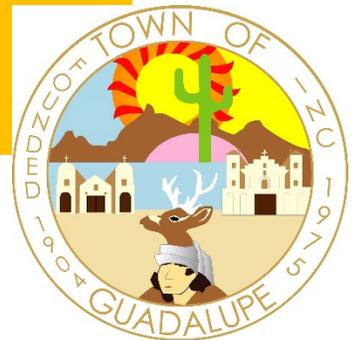
Class	Container Size	JAN FY 2020			JAN FY 2021	
		Calculated Rate	Current Rates	\$ Change	Calculated Rate	\$ Change
Residential	48GAL	\$ 21.94	\$ 20.10	\$ 1.84	\$ 23.47	\$ 1.53
Residential	65GAL	\$ 23.96	\$ 22.05	\$ 1.91	\$ 25.63	\$ 1.67
Residential	300/96 GAL	\$ 27.64	\$ 25.60	\$ 2.04	\$ 29.57	\$ 1.93
Residential - Addtl Can	96GAL	\$ 17.08	\$ 17.08	\$ -	\$ 18.28	\$ 1.20
Residential Green Organics	96GAL	\$ 5.55	\$ -	\$ 5.55	\$ 5.93	\$ 0.38

This Solid Waste Rate Study is also proposing changes to the days residential trash and

Town of Guadalupe

SOLID WASTE FINANCIAL REPORT

Presented to Town Council
December 9, 2019



From April, 25 2019 – Proposed budget presentation

SOLID WASTE FUND DISCUSSION

SOLID WASTE	HISTORIC	RATES			
YEAR	WM Rate	User Fee	TOG Return	WM RO	Fund Balance
2007/2008	\$14.58	\$19.25	\$4.67	\$83.00	
2008/2009	\$15.31	\$20.75	\$5.62	\$87.00	\$29,173
2019/2020	\$18.16	\$20.75	\$2.59	\$100.81	\$193,653

TOWN OF GUADALUPE PRICES (EFFECTIVE JULY 1, 2019)			
ITEMIZED RATES			
	Old Rate	6.86% cpi	final
Cost per dwelling Unit	\$ 16.99	\$ 1.17	\$ 18.16
Cost for each additional container at one dwelling	\$ 16.99	\$ 1.17	\$ 18.16
Replacement carts (Damaged, burned or lost due to the fault of the resident)	\$ 56.90	\$ 3.90	\$ 60.80
Job # 2 Roll Off Conainers			
Cost for each roll off container picked up , emptied, and returned (transportation Only)	\$ 94.33	\$ 6.47	\$ 100.80
Delivery charge for special roll off container use	\$ 46.14	\$ 3.17	\$ 49.31
Pull fee for special roll off container use , transportation only	\$ 94.33	\$ 6.47	\$ 100.80
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Current landfill tipping fee per ton, Sky Harbor Transfer	\$ 36.91	\$ 2.53	\$ 39.44
Cost to pickup and transport to tire recycle center (Transportation only)	\$ 314.70	\$ 21.59	\$ 336.29
Cost to pickup, empty and return 20CY dirt and gravel rolloff (Includes transportation and disposal site costs)	\$ 197.87	\$ 13.57	\$ 211.44

Solid Waste Fund Recommendation:

- ✓ Current contract expires March 1, 2020
- ✓ Current contract initiated on November 14, 2002
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- ✓ Current WM FY 2019/2020 Total CPI Increase 3.40% + 3.46% = 6.86%
- ✓ **Pursue RFP in fall**
- ✓ **Hold on user fee increase until next year**
- ✓ **Recommend user fee based on new contract**
- ✓ **Incorporate annual pothole and street repair amount into fund**

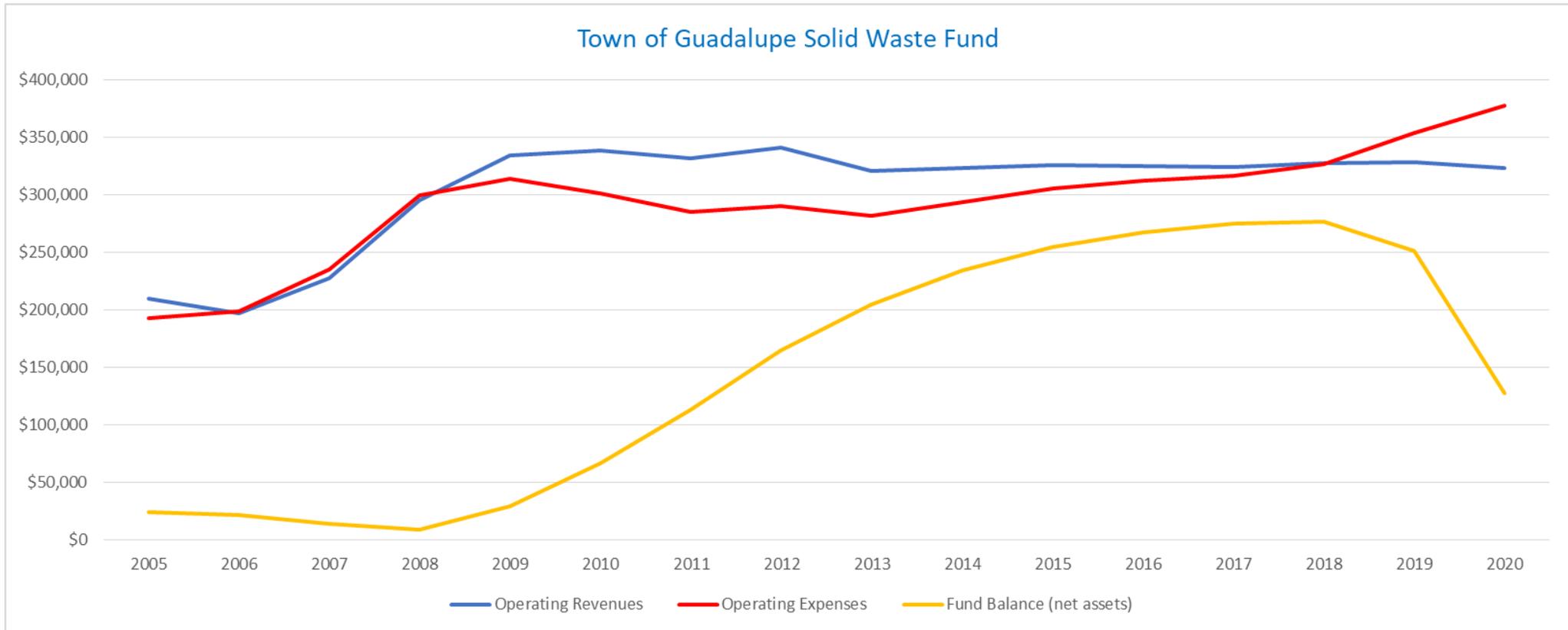


Historic Solid Waste Fund Balance



Town of Guadalupe Solid Waste Fund Balance
Fiscal Years 2005 Thru Projected Year to Date 2020

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Revenues	\$210,084	\$196,901	\$227,479	\$295,156	\$334,110	\$338,264	\$331,961	\$341,583	\$321,231	\$323,239	\$325,561	\$325,300	\$324,625	\$327,891	\$328,299	\$323,003
Expenses	192,667	199,212	235,125	299,835	314,377	301,096	284,892	289,982	281,624	293,633	305,289	312,564	316,493	326,756	353,737	377,877
	17,417	-2,311	-7,646	-4,679	19,733	37,168	47,069	51,601	39,607	29,606	20,272	12,736	8,132	1,135	-25,438	-54,874
Fund Balance (\$24,076	\$21,765	\$14,119	\$9,440	\$29,173	\$66,341	\$113,410	\$165,011	\$204,618	\$234,224	\$254,496	\$267,232	\$275,364	\$276,499	\$251,061	\$127,956



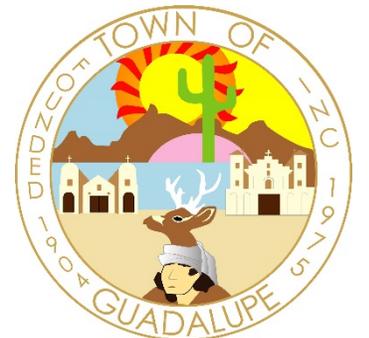
FY2019/20 Solid Waste Fund Balance

TOWN OF GUADALUPE SOLID WASTE FUND		Audited	Audited	Current 2019	Current	Current	Current %	Adopted
		FY17	FY18	Unaudited YTD	Month September	2020 YTD	S/B 25% YTD	FY20
Revenues	Refuse Fees	322,925	326,991	327,250	55,279	83,004	26%	323,003
	Truck Reservations	1,700	900	1,050	0	200	0%	-
	Prior Year Retained Earnings Used	0	0	25,437	0	7,540	14%	54,874
	TOTAL SOLID WASTE REVENUES	324,625	327,891	353,737	55,279	90,744	24%	377,877
		Audited	Audited	Current 2019	Current	Current	Current %	Adopted
Expenditures		FY17	FY18	Unaudited YTD	Month September	2020 YTD	S/B 25% YTD	FY20
	Clean Up Days	1,556	308	755	5	15	0%	15,000
	Auditing/Insurance	2,363	2,363	1,165	197	591	23%	2,560
	Residential Pick Up Charges	258,105	258,222	275,961	23,774	71,321	26%	272,748
	Roll Off Fees	54,472	65,862	75,855	11,735	18,818	21%	87,569
	TOTAL SOLID WASTE EXPENSES	316,495	326,755	353,737	35,711	90,744	24%	377,877
	TOTAL SOLID WASTE REVENUES	324,625	327,891	328,300	55,279	83,204		323,003
	TOTAL SOLID WASTE EXPENSES	(316,495)	(326,755)	(353,737)	(35,711)	(90,744)		(377,877)
	REVENUES OVER (UNDER) EXPENDITURES	8,130	1,136	(25,437)	19,568	(7,540)		(54,874)
	Beginning Retained Earnings	267,233	275,363	276,499	251,062	251,062		182,830
	Prior Year Retained Earnings (Used)	0	0	(25,437)	0	7,540		(54,874)
	Total Net Position, End of Year	275,363	276,499	251,062	270,630	243,522		127,956



Solid Waste Utility Rate Comparison

SOLID WASTE UTILITY RATE COMPARISONS		
MUNICIPALITY	DATE OF FEE/RATE CHANGE	PERCENTAGE INCREASE
Chandler	October, 2017	6%
Gilbert	November, 2018	19%
Glendale	January, 2019	14.4%
Mesa	July, 2018	2%
Peoria	July, 2019	6%
Scottsdale	July, 2019	8.7%
Tempe	January 2019	2%



Solid Waste Utility Rate Comparison

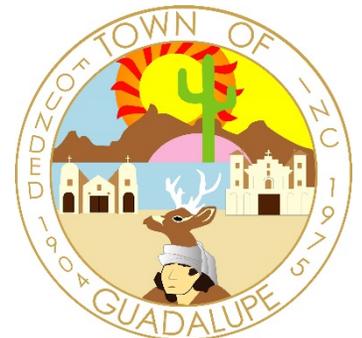


City of Tempe proposed rate adjustments

Proposed rate adjustments

Class	Container Size	JAN FY 2020			JAN FY 2021	
		Calculated Rate	Current Rates	\$ Change	Calculated Rate	\$ Change
Residential	48GAL	\$ 21.94	\$ 20.10	\$ 1.84	\$ 23.47	\$ 1.53
Residential	65GAL	\$ 23.96	\$ 22.05	\$ 1.91	\$ 25.63	\$ 1.67
Residential	300/96 GAL	\$ 27.64	\$ 25.60	\$ 2.04	\$ 29.57	\$ 1.93
Residential - Addtl Can	96GAL	\$ 17.08	\$ 17.08	\$ -	\$ 18.28	\$ 1.20
Residential Green Organics	96GAL	\$ 5.55	\$ -	\$ 5.55	\$ 5.93	\$ 0.38

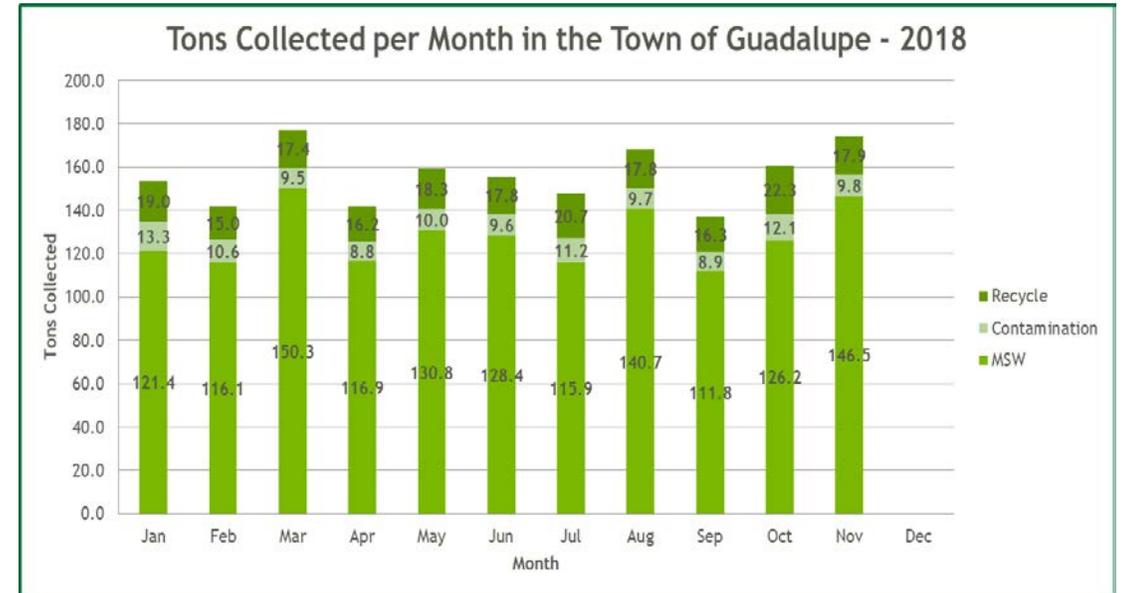
This Solid Waste Rate Study is also proposing changes to the days residential trash and





Town of Guadalupe Recycling Trends

2018 Town of Guadalupe Diversion Report													
Diversion Tons													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
MSW	121.4	116.1	150.3	116.9	130.8	128.4	115.9	140.7	111.8	126.2	146.5		1405.1
Recycle	32.3	25.6	26.9	24.9	28.3	27.4	31.9	27.5	25.2	34.4	27.7		312.1
Contamination	13.3	10.6	9.5	8.8	10.0	9.6	11.2	9.7	8.9	12.1	9.8		113.4
Recycling Actual	19.0	15.0	17.4	16.2	18.3	17.8	20.7	17.8	16.3	22.3	17.9		198.7
	*Updated: average contamination since 1/2017 is 35.2%												
Total Combined	153.7	141.7	177.2	141.9	159.1	155.8	147.8	168.2	137.0	160.5	174.2		1717.2
Diversion %	12.3%	10.6%	9.8%	11.4%	11.5%	11.4%	14.0%	10.6%	11.9%	13.9%	10.3%		11.6%





Town of Guadalupe SOLID WASTE FINANCIAL REPORT

Thank you
Questions?

Solid Waste Service Recommendations:

Recommendation:

It is recommended that Right Away Disposal (RAD) be awarded a 10-year contract for residential Solid Waste and Recycling Services with the Town of Guadalupe commencing on March 1, 2020.

Due to the unique circumstances, staff is asking Council to approve a contract with RAD in substantial form. The complete and final contract would then be considered by Town Council for final approval at the January 9, 2020 Council meeting.

Service Options:	Billing Cycle	Monthly Fee	Annual Fee
Twice weekly curbside solid waste service (no curbside recycling service)	Monthly- Through Tempe	\$20.14	\$242
Twice weekly curbside solid waste service (no curbside recycling service)	Quarterly - Direct	\$20.84	\$250
One weekly recycling and one weekly solid waste curbside service (existing service)	Monthly- Through Tempe	\$23.90	\$286
One weekly recycling and one weekly solid waste curbside service (existing service)	Quarterly - Direct	\$24.60	\$295



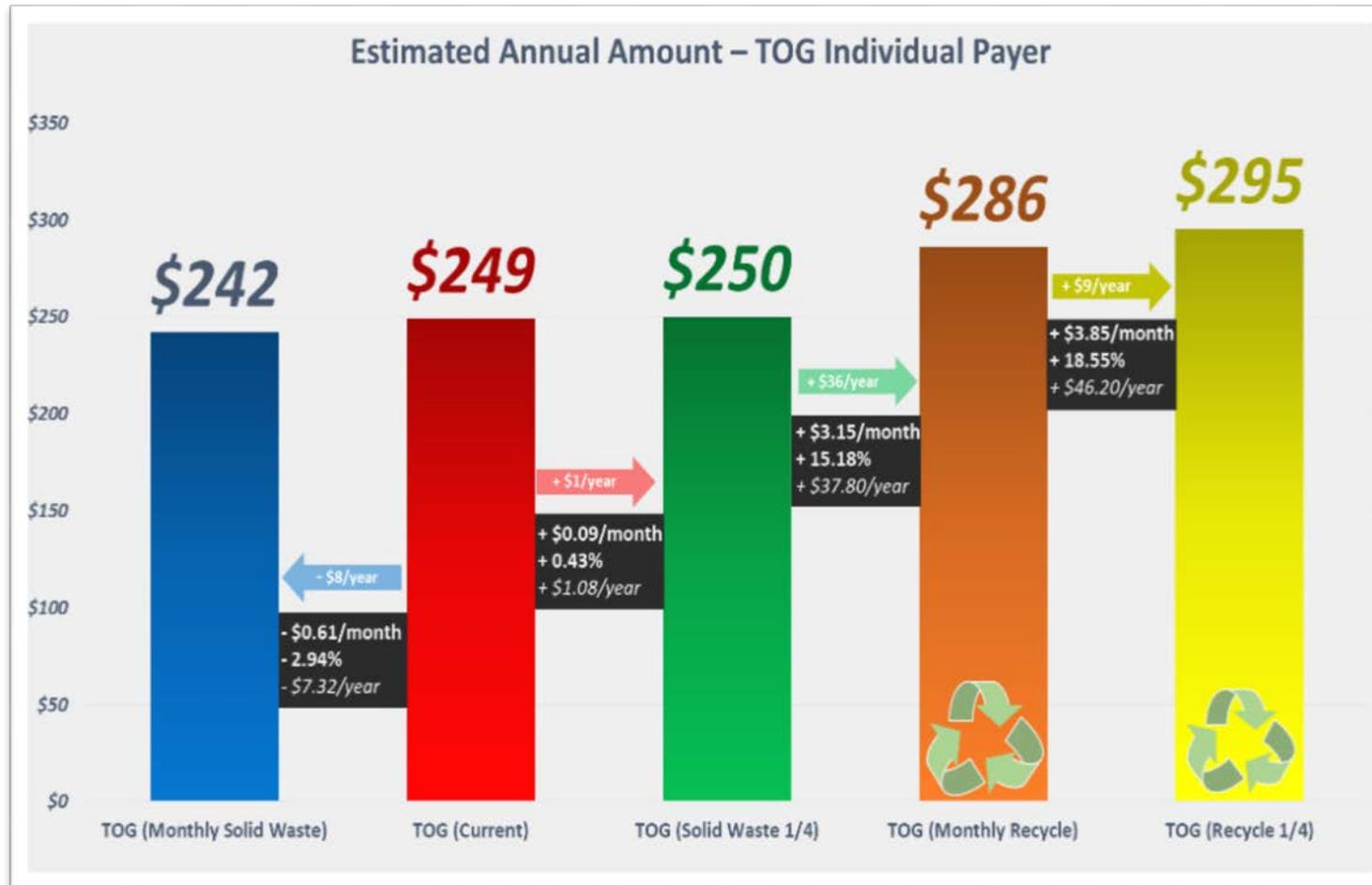
Solid Waste Service Options:

Best Value Comparison:



Solid Waste Service Options:

Comparison of service options:



Solid Waste Service Option Recommendations:



Service Option Recommendations:

1. Twice per week curbside solid waste service and no curbside recycling service at a fee of \$20.14 per month.
2. Maintain the current \$20.75 monthly fee resulting in no fee increase for 18 months through June 2021.
3. Apply the 61 cents to the anticipated fee increases in FY2021/22, beginning July 1, 2021.
4. Maintain monthly billing through the City of Tempe.
5. Provide a recycling rolloff at the Town Maintenance Yard for voluntary recycling.
6. Provide 2 rollofs for public disposal and 2 rollofs for Town disposal at the Town Maintenance Yard.
7. Provide quarterly community rollofs at 8 locations throughout Town.
8. Establish annual street, sidewalk and alley repair fund in Solid Waste cost center.



Town of Guadalupe SOLID WASTE FINANCIAL REPORT

Thank you
Questions?

Town of Guadalupe

December 9, 2019 Town Council Regular Meeting

Agenda Item: G8

Solid Waste and Recycling Services Contract Recommendation Report

Recommendation: Award a ten-year contract to RAD, Right Away Disposal, to provide solid waste disposal and recycling services, effective March 1, 2020.

Further, staff recommends RAD, Right Away Disposal provide solid waste disposal and recycling services, effective March 1, 2020, of twice weekly curbside solid waste and maintenance yard recycling receptacle collection service at the existing monthly fee of \$20.75 and existing billing process. Lastly, staff recommends completing the contract and returning to Council for approval of final contract at the January 9, 2020 meeting.

Background information: The Town issued a Request for Proposal (RFP) RFP 2019-02, on September 23, 2019, seeking proposals from qualified firms to establish a ten-year contract for the residential solid waste, recycling collection, and disposal services within the town limits; and, for collection and disposal of solid waste and recyclables at the Town Public Works, Maintenance Yard. Proposals from qualified firms were due on October 25, 2019. The selected firm would provide residential collection and disposal services for up to a ten-year period.

Presently, the Town has contracted with a collection and disposal service provider since 2002, where four contract amendments in 2005, 2007, 2010, and 2014 resulted in contract extensions. The current contract expires on February 29, 2020. Given current solid waste and recycling market conditions, length of the current contract, and the financial conditions of the Town, specifically for FY2019/20 because solid waste fund expenditures are exceeding revenues a RFP process was executed. Additionally, this approach was presented and recommended at the April 25, 2019 Town Council Regular Meeting, item G2: Proposed FY2019/2020 Town Budget Introduction.

For 2019, the Town will generate an estimated annual volume of waste:

- Solid Waste: 1,600 tons
- Recyclables: 343.5 tons
- Contamination of recyclables: 130 tons
- % Contamination of recyclables: 35.2%
- Actual Recyclables: 220.5 tons
- Total Combined Collection: 1,998.5 tons
- % of Total waste diverted from waste stream (through recycling): 13.3%

The Request for Proposal (RFP) included a menu of services options to provide choices to best meet the needs of the residents and to encourage best and competitive pricing. Moreover, annual price escalation was tied to the Consumer Price Index (CPI) to protect against unforeseen price escalation.

Additionally, proposers could bid on any combination of the service options identified in the RFP, Exhibit A – Cost Proposal: Standard Services and Additional Services and Options.

Notification of the solicitation was published on the Town website and in the newspaper. Proposal offers were received from three firms:

- RAD Right Away Disposal (RAD)
- Republic Services (RS)
- Waste Management of Arizona, Inc. (WM)

Review of Submittals:

An evaluation committee comprised of Town staff and the Town Engineer reviewed and scored the offers based on the criteria identified in the RFP and shown in Table 1 below. Criteria included two components: A) Ability to perform work and method of approach: billing procedures, customer service, collection procedures, equipment, routes and schedules, container replacement, public outreach and education, solid waste and recycling collections; and B) Standard Service options and associated costs and pricing.

Respondents were asked to clarify pricing, propose a costs if the City of Tempe were to maintain billing and provide their best and final offers.

Table 1

Method of Approach Scoring Element	Points
General Information	30
Experience and Qualifications	40
Scope of Work	50
Method of Approach	40
Clarity, Thoroughness of Proposal	30
Recognition of Addenda	10
Possible Method of Approach / Technical Total	200

The total “weight” for each Pricing Proposal is 100. Pricing and cost of service offers was based on Exhibit A Standard Service Options. Price was a weighted element using the following formula to determine the pricing score:

$$\frac{\text{Lowest Priced Proposal Received}}{\text{Cost of Proposal Being Evaluated}} \times 100 = \text{Pricing Score}$$

The maximum number of points is 300 (Technical 200 plus Price 100).

Criteria A: Method of Approach Evaluation Results:

Evaluation of the Method of Approach responses in each of the three proposals yielded the following scoring results from the committee:

Proposing Firm:	Republic	RAD	WM
Method of Approach Total Points	727	706	607
Method of Approach Average Score	181.75	176.50	151.75

Price analysis and evaluation was based on the proposed costs of services identified in RFP Exhibit A (attached). Evaluation considered standard services of:

- Weekly curbside residential recycling and solid waste collection;
- weekly maintenance yard service of 4 rollofs; and
- quarterly Town-wide community rolloff service consisting of 8 locations with 10 rollofs.

And Additional Services of:

- 1 additional 96 Gallon Receptacle for solid waste disposal.

Finally, a comparison of current weekly residential curbside services:

- one weekly solid waste and one weekly recycling service compared to
- two weekly solid waste services and no weekly recycling service.

The following table provides a summary of service costs proposed from each respondent:

- All proposed costs are based on maintaining City of Tempe utility billing from to customer/homeowner.
- The solid waste fee would continue to be included with water and sewer billing through the City of Tempe.
- All proposed costs of curbside recycling service are more than the proposed costs of twice weekly curbside solid waste only service.
- All proposed monthly fees are through the City of Tempe billing, and are less than direct billing.
- All proposals include an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U).
- All proposals include an 8% administration fee to be used by the Town to repair streets, potholes, sidewalks, and alleyways.

SOLID WASTE PROPOSAL: COST PROPOSAL COMPARISON - Monthly cost to customer						Maintain Tempe Billing				3-Dec-19	
871 accounts		Republic Services				RAD				Waste Mgmt.	
1 Solid Waste / 1 recycle:	TOWN	Quarterly:		Monthly		Quarterly:		Monthly		Monthly	
	Current Cost	Recycle:	Solid Waste:		Solid Waste:	Recycle:	Solid Waste:	Recycle:	Solid Waste:	Recycle:	Solid Waste:
Service option											
curbside residential collection	\$20.75	\$19.75	\$18.24	\$18.27	\$16.89	\$17.75	\$13.99	\$17.05	\$13.29	\$19.21	\$18.42
Weekly Maint. Yard Rolloff pick up											
1 rolloff	\$0.00										
2 rollofs	\$0.00										
3 rollofs	\$0.00										
4 rollofs	\$0.00	\$5.67	\$5.67	\$5.67	\$5.67	\$3.88	\$3.88	\$3.88	\$3.88	\$3.80	\$3.80
5 rollofs	\$0.00										
6 rollofs	\$0.00										
Quarterly Com.	\$0.00	\$1.21	\$1.21	\$1.21	\$1.21	\$2.97	\$2.97	\$2.97	\$2.97	\$0.95	\$0.95
Monthly Cost to Customer	\$20.75	\$26.63	\$25.12	\$25.15	\$23.77	\$24.60	\$20.84	\$23.90	\$20.14	\$23.96	\$23.17
Monthly Billing Change (\$)	\$0.00	\$5.88	\$4.37	\$4.40	\$3.02	\$3.85	\$0.09	\$3.15	-\$0.61	\$3.21	\$2.42
Monthly Billing Change (%)	0.00%	28.34%	21.06%	21.20%	14.55%	18.55%	0.43%	15.18%	-2.94%	15.47%	11.66%
205 accounts											
2 Solid Waste / 1 Recycle:											
Base Cost to Customer	\$20.75	\$26.63	\$25.12	\$25.15	\$23.77	\$24.60	\$20.84	\$23.90	\$20.14	\$23.96	\$23.17
2nd Solid Waste Bin	\$20.75	\$5.11	\$5.11	\$5.11	\$5.11	\$12.00	\$12.00	\$12.00	\$12.00	\$10.75	\$10.75
Monthly Cost to Customer	\$41.50	\$31.74	\$30.23	\$30.26	\$28.88	\$36.60	\$32.84	\$35.90	\$32.14	\$34.71	\$33.92
Monthly Billing Change (\$)	\$0.00	-\$9.76	-\$11.27	-\$11.24	-\$12.62	-\$4.90	-\$8.66	-\$5.60	-\$9.36	-\$6.79	-\$7.58
Monthly Billing Change (%)	0.00%	-23.52%	-27.16%	-27.08%	-30.41%	-11.81%	-20.87%	-13.49%	-22.55%	-16.36%	-18.27%

Service cost evaluation:

As the top portion of the table below illustrates, with one exception, all costs proposed result in an increase over the current \$20.75 monthly fee. The proposed RAD solid waste only service monthly billing of \$20.14 results in a 61 cent decrease in monthly fees. This is followed by RAD's recycling service proposal of \$23.90 resulting in a \$3.15 increase. These proposals are applicable to the 871 residential accounts that have one recycling service and one solid waste service weekly.

The lower portion of the table summarizes proposed costs for the 205 current accounts with two solid waste services and one recycling weekly. In all cases, all proposed monthly fees would be reduced.

When evaluating and comparing the proposed monthly costs, RAD's proposal provided the best value to the Town customers/homeowners. The combination of moderate price 15.18% increase for the 871 customers with one solid waste and one recycling weekly service and a moderate decrease -2.94% for the two solid waste services weekly offered a balanced value to the community.

RFP respondents were asked to provide additional cost proposals for: multiple rolloff service at the Maintenance Yard; direct billing on a monthly and quarterly basis; and monthly billing through the City of Tempe. These additional cost proposals were incorporated into the evaluation. Proposed costs from each respondent were evaluated based on the formula provided.

Final Results:

The three proposals were measured and scored based on method of approach and pricing criteria. The three firms were contacted to clarify pricing information and were given the opportunity to provide a best and final offer. The resulting scoring is as follows:

Evaluation Results:			
Proposing Firm:	Republic Services	RAD	Waste Mgmt.
Method of Approach Total Points	727	706	607
Method of Approach Average Score	181.75	176.50	151.75
Pricing Proposal Score	74.61	88.04	81.61
TOTAL SCORE:	256.4	264.54	233.4

Community Survey Results:

The RFP respondents provided a menu of service options and associated costs. To determine what service options are important to the community, the Town surveyed the community over the past two weeks, the results are attached. Seven questions were asked and 185 responses were received. While this is not a statistically or scientifically administered survey, it does provide an indicator of community preferences, as follows:

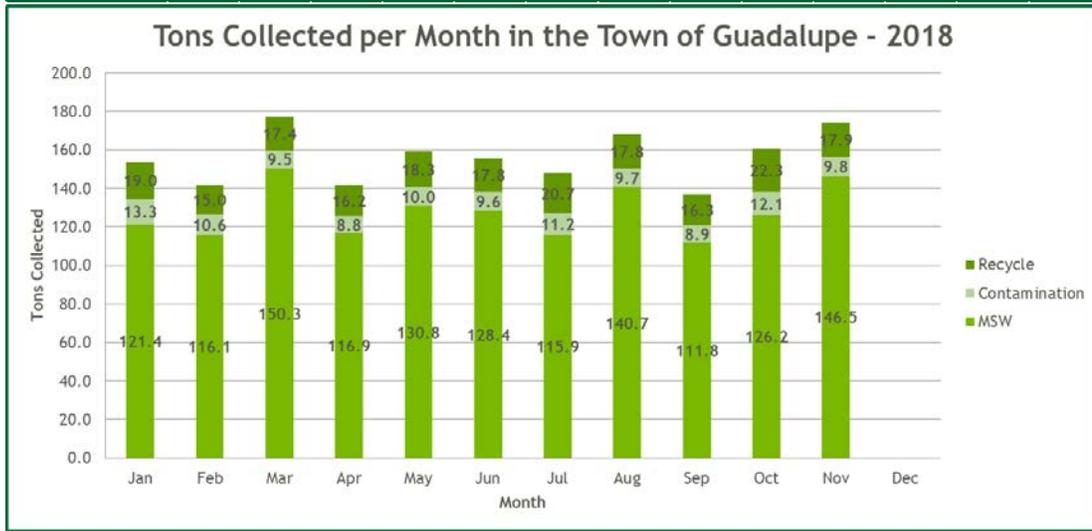
Of the 185 respondents:

- Slightly more than 55% prefer two solid waste services per week; 45% prefer one recycling and one solid waste, per week.
- Of the respondents who prefer recycling, slightly more than 55% would be willing to pay about a \$1.00 more per month for recycling services.
- The majority of respondents, 75% prefer monthly billing to quarterly billing. However, the majority 67% were not willing to pay approximately \$7.00 more per month for monthly billing.
- Half the respondents would be willing to voluntarily bring recyclables to the Town yard, if curbside recycling service was discontinued.
- More respondents use the dumpsters at the maintenance yard than those who do not.

- Slightly more respondents 53% use the quarterly community Town-wide dumpster than 48% who do not.
- Lastly, a number of general comments were shared.

Recycling Habits and History:

2018 Town of Guadalupe Diversion Report													
Diversion Tons													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
MSW	121.4	116.1	150.3	116.9	130.8	128.4	115.9	140.7	111.8	126.2	146.5		1405.1
Recycle	32.3	25.6	26.9	24.9	28.3	27.4	31.9	27.5	25.2	34.4	27.7		312.1
Contamination	13.3	10.6	9.5	8.8	10.0	9.6	11.2	9.7	8.9	12.1	9.8		113.4
Recycling Actual	19.0	15.0	17.4	16.2	18.3	17.8	20.7	17.8	16.3	22.3	17.9		198.7
*Updated: average contamination since 1/2017 is 35.2%													
Total Combined	153.7	141.7	177.2	141.9	159.1	155.8	147.8	168.2	137.0	160.5	174.2		1717.2
Diversion %	12.3%	10.6%	9.8%	11.4%	11.5%	11.4%	14.0%	10.6%	11.9%	13.9%	10.3%		11.6%



The Town of Guadalupe’s recycling efforts to divert recyclables from the waste stream have resulted in a monthly average contamination rate of 35.2%, resulting in only an average of 11.6% of waste removed from the waste stream. These percentages have been consistent since 2017.

A successful recycling program averages about 10-12% of contamination or less, with a diversion rate of 30-35%. The Town of Guadalupe’s efforts are not meeting these industry standards.

Recommendation:

The method of approach and pricing evaluation results indicate Right Away Disposal (RAD) offered a competitive method of approach and the greater value in overall pricing, thereby receiving the highest evaluation score.

It is recommended that Right Away Disposal (RAD) be awarded a 10-year contract for residential Solid Waste and Recycling Services with the Town of Guadalupe commencing on March 1, 2020.

Due to the unique circumstances, staff is recommending that Council approve a contract with RAD in its substantial form. The complete and final contract would then be considered by Town Council for final approval at the January 9, 2020, Regular Council meeting.

Options:

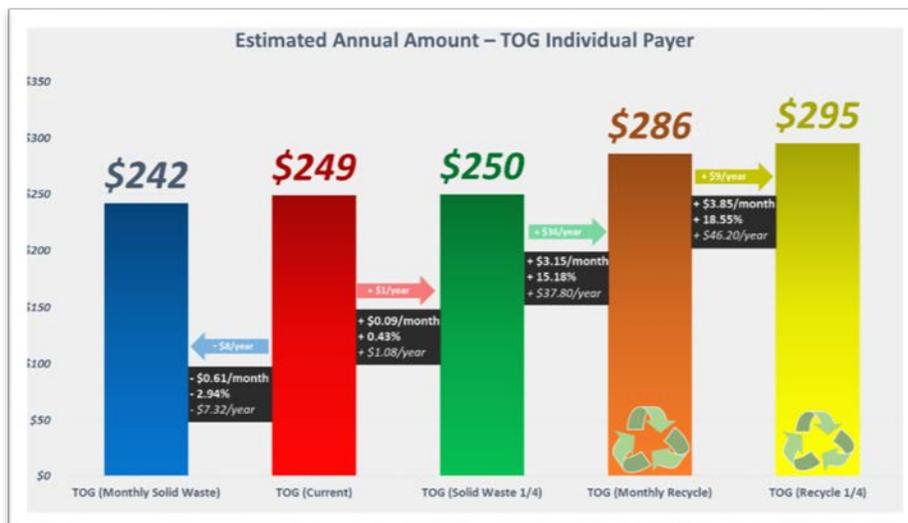
All proposals provided service option choices, RAD offered the best value to customer/homeowners. Four options highlighted below are:

Service Option	Billing Frequency	Monthly Fee	Annual Fee
Twice weekly curbside solid waste service (no curbside recycling service)	Monthly – thru Tempe	\$20.14	\$242
Twice weekly curbside solid waste service (no curbside recycling service)	Quarterly / Direct	\$20.84	\$250
One weekly recycling and one weekly solid waste curbside service (existing service)	Monthly – thru Tempe	\$23.90	\$286
One weekly recycling and one weekly solid waste curbside service (existing service)	Quarterly / Direct	\$24.60	\$295

Best Value Comparison:



Comparison of service options:



1. Twice per week curbside solid waste service and no curbside recycling service at a fee of \$20.14 per month.
2. Maintain the current \$20.75 monthly fee resulting in no fee increase for 18 months through June 2021.
3. Apply the 61 cents to the anticipated fee increases in FY2021/22, beginning July 1, 2021.
4. Maintain monthly billing through the City of Tempe.
5. Provide a recycling rolloff at the Town Maintenance Yard for voluntary recycling.
6. Provide 2 rollofs for public disposal and 2 rollofs for Town disposal at the Town Maintenance Yard.
7. Provide quarterly community rollofs at 8 locations throughout Town.
8. Establish an annual street, sidewalk, and alley repair fund in Solid Waste cost center.

Alternative Choices:

Other service options are available and may be selected. Should Council choose an option requiring a fee increase, the Town is required per ARS 9-499.15 to post a Notice of Intent at least fifteen days before the date the governing body of the municipality will approve or disapprove the proposal.

Because of this, and the fact that a service option has not been selected, final approval of the complete executed contract is proposed for the January 9, 2020 Town Council Regular meeting.

Summary Recommendation:

Staff recommends RAD, Right Away Disposal provide solid waste disposal and recycling services, effective March 1, 2020, of twice weekly curbside solid waste and maintenance yard recycling receptacle collection service at the existing monthly fee of \$20.75 and existing billing process. Lastly, staff recommends completing the contract and returning to Council for approval of final contract at the January 9, 2020 meeting.

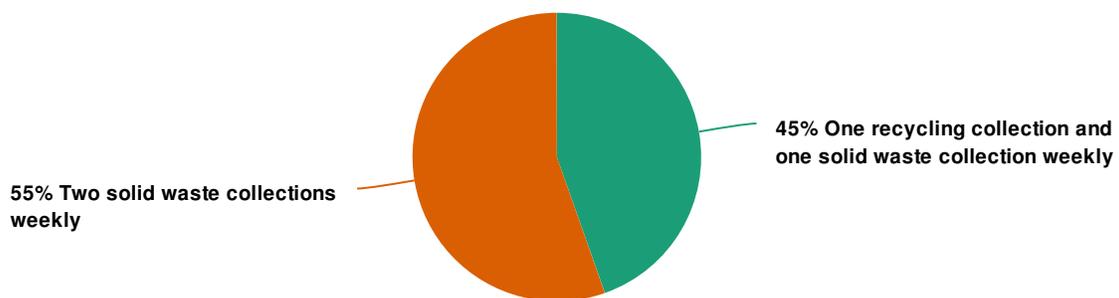
Report for Trash & Recycle Survey

Response Counts

Completion Rate:	100%		
Complete			185

Totals: 185

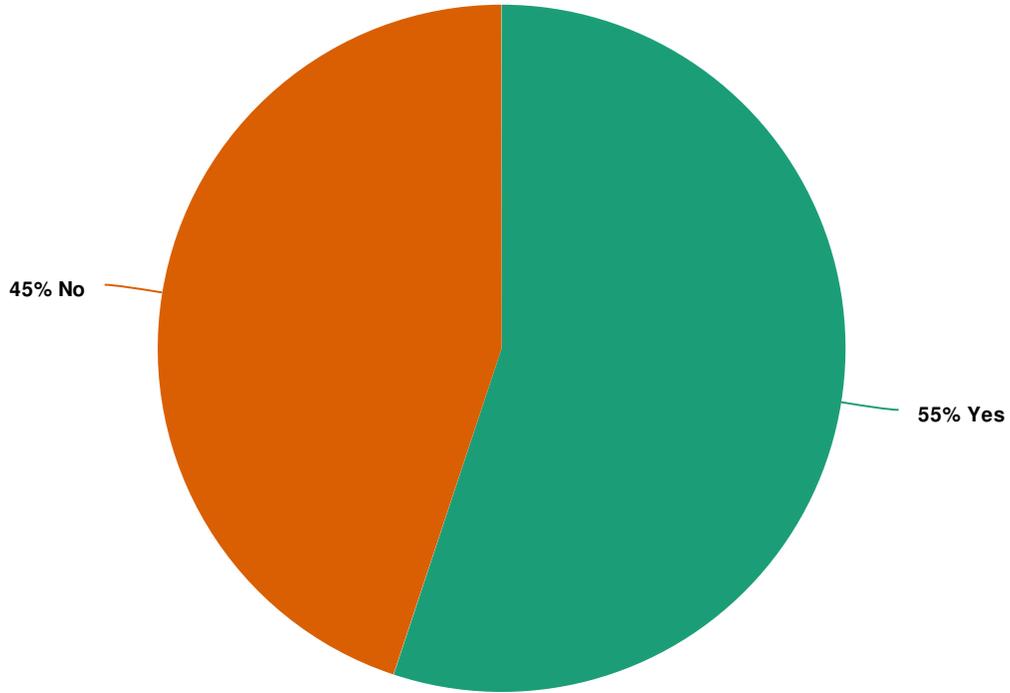
1. Do you prefer one recycling collection and one solid waste collection weekly or two solid waste collections weekly?



Value		Percent	Responses
One recycling collection and one solid waste collection weekly		44.6%	79
Two solid waste collections weekly		55.4%	98

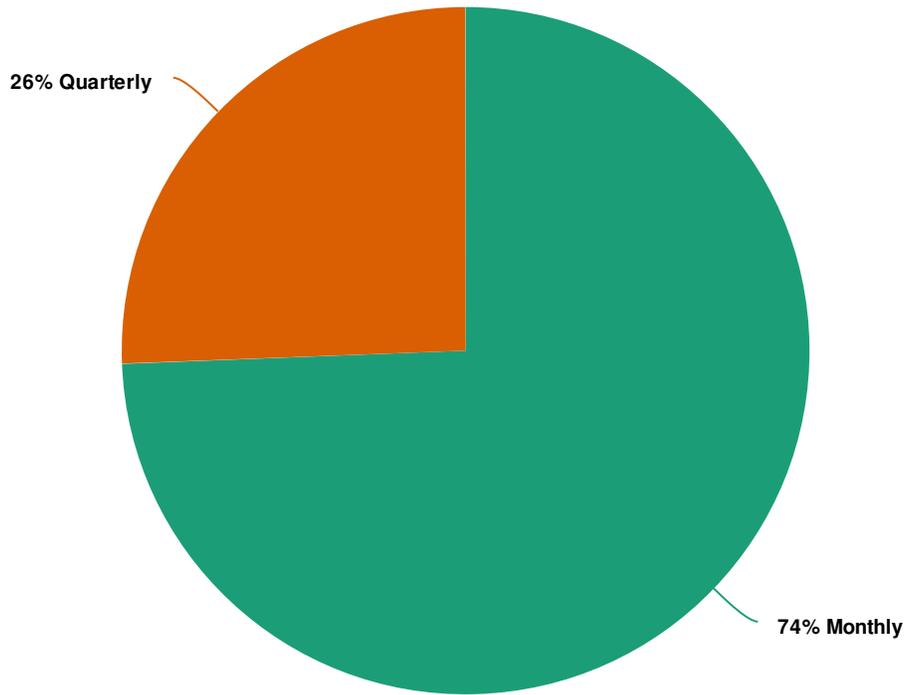
Totals: 177

2. If you prefer recycling collection, are you willing to pay about \$1.00 more per month for the recycling service?



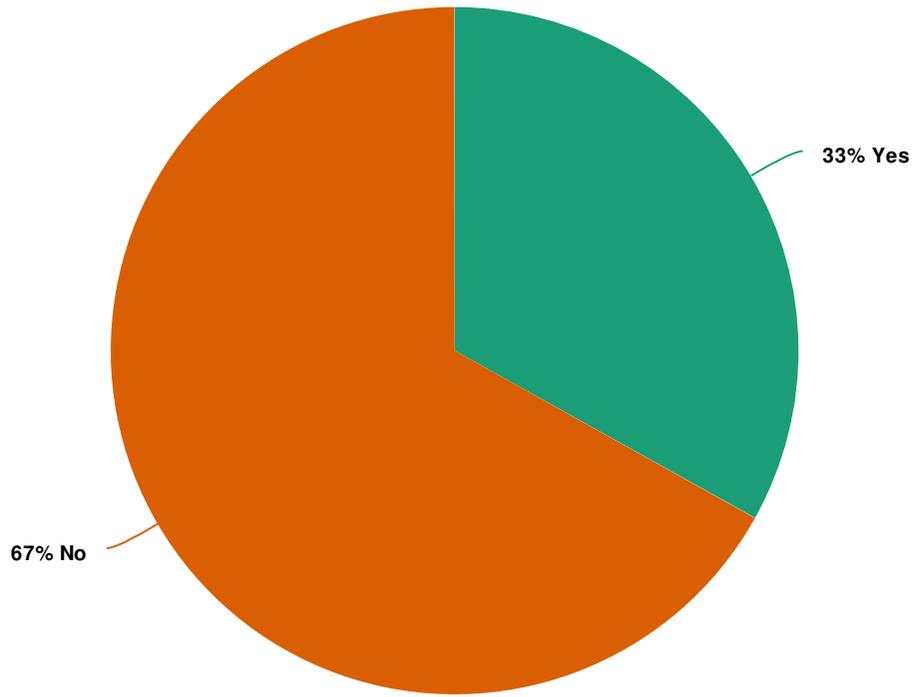
Value	Percent	Responses
Yes	55.1%	97
No	44.9%	79
		Totals: 176

3. Do you prefer monthly or quarterly billing?



Value	Percent	Responses
Monthly	74.4%	128
Quarterly	25.6%	44
Totals: 172		

4. If you prefer monthly, are you willing to pay about \$7.00 more per month for monthly billing?



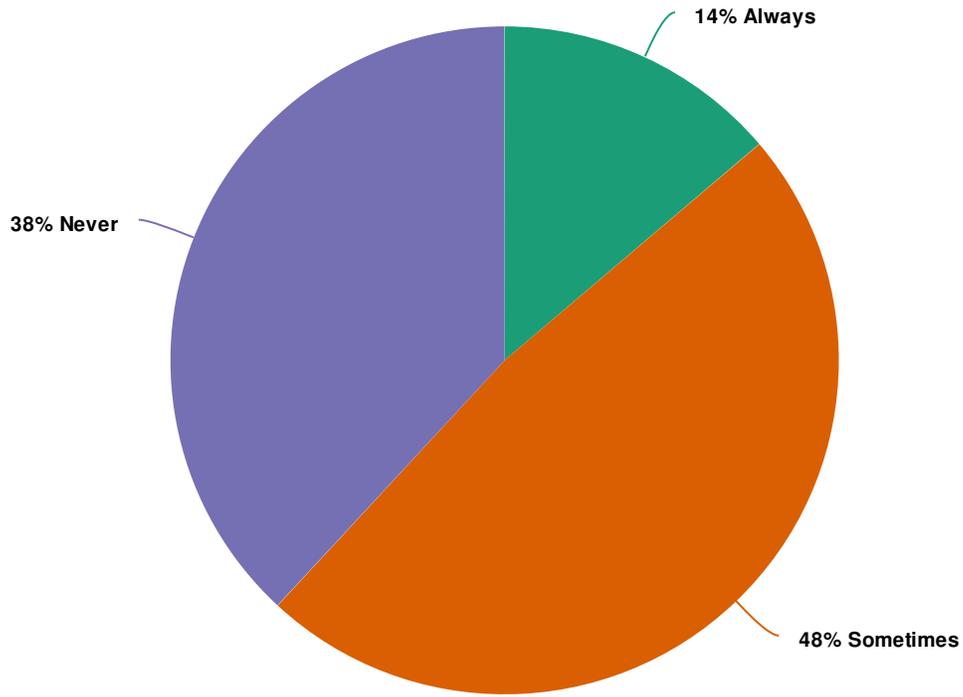
Value		Percent	Responses
Yes		33.1%	57
No		66.9%	115
			Totals: 172

5. If weekly recycling service was discontinued, would you voluntarily bring recyclables to a recycling dumpster at the Town maintenance yard?



Value	Percent	Responses
Yes	49.4%	89
No	50.6%	91
		Totals: 180

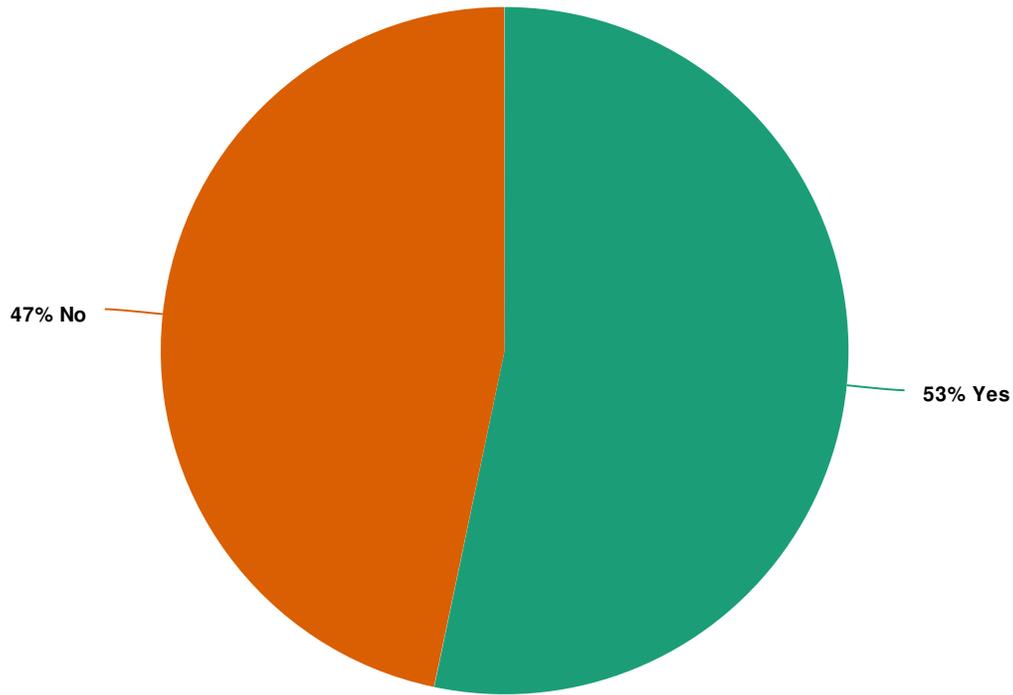
6. How often do you use the dump at the Maintenance yard?



Value	Percent	Responses
Always	13.8%	25
Sometimes	48.1%	87
Never	38.1%	69

Totals: 181

7. Do you participate in the Town wide clean up, where dumpsters are located throughout the community, every three months?



Value	Percent	Responses
Yes	53.3%	97
No	46.7%	85
		Totals: 182

8. Please share suggestions and comments.



ResponseID Response

8	I don't know if i would bring recyclables to the Town yard. The dumpsters are always full during the quarterly events.
11	I just think the dumpsters should be available more than just Saturday.
16	When dumpsters are place by the time I notice there all fill up. Maybe you should place more.
17	I never get a notice about the community clean ups.
20	Please inform drivers to take it easy with containers. They break them. We pay to replace them.
21	Please tell drivers to go easy on containers. They break them and we pay to replace them.
22	I recycle at my work. Collect aluminum and plastic.
23	Senior center money--i want to know where it is. Who is accounting for it?
27	Hope they don't keep breaking the trash cans. Your welcome.
32	Can't get a chance other's come and fill up instead of people that the dumpsters are placed.
33	Biggest problem: other people come to dump onour trash bins. Large objects. Sometimes use the quarterly because other people dump couches, sofas, etc. I am not able to participate in town dump event yet.
45	If I had to bring my recycling to the dumpster @ the yard, I would. I don't participate in the Town wide clean up because there's no dumpster near my house. The dumpsters are always at the 40 and hardly on the east side on Sonora and Vaou nawi.
46	\$7.00 Is this Instead of the \$20.00 already billed Monthly .
48	Sometime we help people who don't have a vehicle and no one pay's for our gas its a community things when available. Thank you. Also some elderly cannot do for themself.
52	If I have a ride to the yard for my recycle.
55	All ready paying too much in trash.
58	what ever helps to keep our town clean.
59	why can we have dumpster weekly at certain sites to throw heavy stuff away.
60	More cans for trash.

ResponseID Response

61 Cause by the tie we do it;s full.

64 To have more dumpster

69 Do not have recycling in my area.

71 that's why taxes are for to pay for what is needed.

89 I don't have transportation so I would not bring recyclables to the maint yd. I sometimes participate in the Town wide clean up.

90 No I don't participate in the Town wide clean up because they fill up quick.

92 Talk to the company to talk to drivers to go easy when picking trash, they break containers and and way to replace.

114 GOT TO GET AISLES CLEANED

139 On question 3-Doesn't matter. On question 5-If I had time.

142 Lower the bill.

146 This is helpful for the community.

183 A clean town is a healthier town.We need to impose fines on those who liter.

184 Will there be new trash can available?That would be great.

9-499.15. Proposed new or increased municipal taxes and fees; notification; exceptions

A. A municipality may not levy or assess any new taxes or fees or increase existing taxes or fees pursuant to statute on a business without complying with this section.

B. A municipality that proposes to levy or assess a tax or fee shall:

1. Prepare a schedule of the proposed new or increased tax or fee that includes the amount of the tax or fee and a written report or data that supports the new or increased tax or fee. A copy of the report or data shall be filed in the office of the clerk of the municipality.

2. If the imposition of the proposed tax or fee is a new charge, provide written notice of the proposed charge, the schedule of the proposed new charge and the written report or data that supports the new charge on the home page of the municipality's website at least sixty days before the date the proposed new tax or fee is approved or disapproved by the governing body of the municipality.

3. If the municipality proposes to increase the rate of an existing tax or fee on a business, provide written notice of the proposed increase, the schedule of the proposed increased tax or fee and the written report or data that supports the proposed increased tax or fee on the home page of the municipality's website at least sixty days before the date the proposed new rate is approved or disapproved by the governing body of the municipality.

4. Prepare a notice of intent to establish or increase taxes, assessments or fees including assessments pursuant to section 48-572, subsection B, paragraph 1. The notice of intent shall include the date, time and place of the meeting of the governing body of the municipality in which the proposed new or increased tax or fee will be considered and a statement that a schedule of the proposed new or increased tax or fee that includes the amount of the tax or fee and a written report or data that supports the new or increased tax or fee is available on the municipality's website. The notice of intent shall be posted on the municipality's website at least fifteen days before the date the proposed new or increased tax or fee will be approved or disapproved by the governing body of the municipality. If the municipality uses social media or other electronic communication tools, the notice of intent shall be distributed through the municipality's social media accounts or other electronic communication tools.

C. All departments, boards or other subdivisions of a municipality that are authorized to establish or modify taxes or fees shall follow the notice requirements prescribed in subsection B of this section before the date of the entity's consideration of the new or increased tax or fee.

D. Technological issues that either prevent the posting of the notice on the municipality's website or distribution of the notice through social media or other electronic communication tools does not preclude the governing body of the municipality from approving or disapproving the new or increased tax or fee at the meeting provided on the notice of intent.

E. A municipality shall demonstrate that the taxes or fees are imposed pursuant to statute.

F. Subsections A and B of this section do not apply to:

1. Any fee adopted pursuant to section 9-463.05.
 2. Water and wastewater rates or rate components.
 3. Fees for registration-based classes, programs or activities provided by the municipality.

4. Court fees established pursuant to state law.

5. Fees or charges established pursuant to federal law for public housing or other federally funded programs.

6. Other fees whose amounts are set by state or federal law.

G. If information is made available relating to the fees provided in subsection F of this section, that information shall be posted on the

municipality's website and, if the municipality uses social media or other electronic communication tools, distributed through social media or other electronic communication tools.

H. In addition to any other limitation that may be imposed by law, a municipality shall not levy or impose an assessment, fee or tax on hospital revenues, discharges, beds or services for the purpose of receiving services or payments pursuant to title 36, chapter 29.



**TOWN OF GUADALUPE
NOTICE OF INTENT - INCREASED FEES**

Pursuant to A.R.S. § 9-499.15, the Town of Guadalupe, Arizona ("Guadalupe") hereby gives notice that it may adopt a resolution to increase fees on residential and commercial solid waste collection services.

The Guadalupe Town Council will consider this matter at its regular Town Council meeting to be held at the Guadalupe Town Council Chambers, located at 9241 S. Avenida del Yaqui, Guadalupe, Arizona 85283, on Thursday, January 9, 2020, at 6:00 PM. Following such consideration, the Town Council may approve, disapprove or modify said resolution.

Information about the proposed fees is available at the Town Clerk's office during normal office hours, Monday through Friday, 8:00 AM – 5:00 PM.

DATE POSTED ON GUADALUPE WEBSITE: December 10, 2019



MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
2411 West 14th Street, Tempe, AZ 85281-6942

EDUCATIONAL SERVICES AGREEMENT

This Educational Services Agreement (“Agreement”) is between **THE TOWN OF GUADALUPE** (“The Town”) and **MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT** (“MCCCD”) for its Colleges (the “College(s)”) for the provision of certain educational services.

BACKGROUND

In support of The Town’s mission “to strengthen the future of The Town of Guadalupe and its residents through programs and services that support and enhance career exploration and educational opportunities available to its residents and the surrounding community,” The Town is seeking career exploration and educational opportunities for its residents and to members of the surrounding communities (“Students”).

MCCCD will provide learning opportunities that align with The Town’s mission.

MCCCD and The Town desire to enter into a mutually beneficial agreement for the provision of career learning opportunities (the “Program”).

AGREEMENT

The parties agree as follows:

1. **Duration.** This Agreement will be effective on December 1, 2019 (“Effective Date”) and will expire on October 31, 2024 (“Term”) unless terminated under Paragraph 5, or renewed through a written amendment issued pursuant to Paragraph 11.
2. **Enrollment Requirements.** The minimum number of Students required per Program is 15 Students. The Town will provide the total number and names of each Student to the Colleges no later than 10 business days prior to the Program start date to allow the Colleges to properly plan and prepare and produce the Program materials. Enrollment is open to The Town’s residents for at least the first 15 seats and to Non-Town residents for any remaining available seats.
 - 2.1. Certified Logistics Associate (“CLA”) Program. For the CLA Program to run, a minimum of 15 Students comprised of The Town’s residents must be participating or paid for. If the College cancels the Program, refunds will be provided to The Town. If The Town cancels the Program, The Town will pay for its 15 Students if costs have incurred by the College. Any Non-Town Students counted after The Town’s 15 Students will be provided refunds based on MCCCD’s refund policy.
 - 2.2. Electrical Installer Program. For the Electrical Installer Program to run, a minimum of 15 Students comprised of The Town’s residents must be participating or paid for. If the College cancels the Program, refunds will be provided to The Town. If The Town cancels the Program, The Town will pay for its 15 Students if costs have incurred by the College. Any Non-Town Students counted after The Town’s 15 Students will be provided refunds based on MCCCD’s refund policy.
 - 2.3. Career Foundation Program. For the Career Foundation Program to run, a minimum of 15 Students comprised of The Town’s residents must be participating or paid for. All refunds will be based on MCCCD’s refund policy.
3. **Town Resident.** For the purpose of this Agreement a Town resident is a person who currently resides in the Town of Guadalupe for at least a period of three (3) months, with proof of official identification

(Arizona Identification Card or State of Arizona driver's license along with the most current 3 months utility bills or residential lease agreement.

3. Instructional Services and Career Foundations.

3.1 The Colleges will provide instructors for the Programs. The Programs will be offered at two College locations and one Town location

a) GateWay Community College ("GWCC"), Central City Campus: 1245 East Buckeye Road, Phoenix, AZ 85034,

b) Guadalupe Center South Mountain Community College ("SMCC"): 9233 S. Avenida del Yaqui, Guadalupe, AZ 85283; or

c) The Guadalupe Mercado, Multipurpose Room: 9201 S. Avenida del Yaqui, Guadalupe, AZ 85283.

3.2 Students will enroll in the Program of choice through the Colleges' enrollment process.

a) *Certified Logistics Associate*

- This Program prepares for work in the supply chain and warehousing industry. The Program's short term benefits allow the Students to prepare for the certifying exam in as little as one week. The Program is partnered with employers that want to hire successful graduates. Students must be 18 years of age or older, eligible to work in the United States, and pass a timed exam on a computer.
- This Program will be held at South Mountain Community College Guadalupe Center or at GateWay Community College Central City Campus.

b) *Electrical Installer*

- This is a 372 clock hour course that results in a Certificate of Competency (CCT) for Electrical Installer that introduces the fundamentals of electrical theory, residential wiring, and a basic understanding of electrical requirements of the National Electric Code (NEC).
- This Program may be held at the South Mountain Community College Guadalupe Center or at GateWay Community College Central City Campus.

c) *Career Foundations*

- This is a non-credit Program designed to focus on career assessments, resume writing, interview skills, and can also include college readiness components.
- This will be offered at the South Mountain Community College Guadalupe Center.

4. Billing for Program Services.

4.1 The total price for all Town Students to attend the Programs, for at least 45 Students (15 Students per Program) including applicable learning materials (books) , lab fees, exam fees, tools and supplies, instruction, and Program development and management. MCCCCD will invoice The Town 50% of the total Program costs at least 10 days prior to the Program start date to secure classrooms and instructional staff. Payment is due to MCCCCD within 30 days of the invoice date. The remaining balance will be due to MCCCCD within 30 days of the Town's receipt of the MCCCCD invoice. The Town may also choose to make one payment in full. MCCCCD Program fees are estimated. Fees may change based on cost fluctuations Program materials, instructor fees, etc. MCCCCD shall use its best commercial efforts to limit any increases hereunder as much as possible and MCCCCD agrees to

provide backup documentation for increases upon The Town's request. The Town will be invoiced and responsible for payment for any of The Town Students who drop out of the Program(s) per MCCCCD refund policy.

4.1.1 Program Fees for Town Students:

- Certified Logistics Associate Program
 - \$680.00 per Student
- Electrical Installer Program
 - \$2,375.00 per Student
- Career Foundation Program
 - \$225.00 per Student

4.2 All non-Town Students will be responsible for paying the Colleges directly for the cost of attending the Program(s). Program course fees shall reflect current MCCCCD rates for its colleges at the time of non-Town Student enrollment. MCCCCD fees and tuition rates are subject to change.

4.3 As of the Effective Date of this Agreement and no later than January 31, 2020, The Town shall hire 1-2 Town residents for the recruitment of The Town's residents for the purpose of instituting awareness, connection, and enrollment in the Programs. MCCCCD's American Indian Outreach Office shall pay The Town \$1,600.00 for hiring and overseeing of the 1-2 Town residents. The Town's recruitment efforts shall be completed by January 31, 2020. Should there be any remaining MCCCCD funds at the end of the recruitment period, The Town shall refund any remaining funds to MCCCCD's American Indian Outreach Office.

5. Termination.

5.1 Either party may terminate this Agreement by giving a 30-day written notice of intent to terminate to the other party.

5.2 MCCCCD and the Colleges may terminate this Agreement under Arizona Revised Statutes §38-511 for a conflict of interest.

6. **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 bodily injury or any person (including death) or property damage, but only to the extent that such claims which resulting 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.

7. **Nondiscrimination.** The Town will comply with all applicable state and federal law, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans With Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, age, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. MCCCCD also prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, citizenship status (including document abuse), disability, veteran status or genetic information.

8. **Disability Guidelines.** The Town warrants that it complies with all applicable Arizona and federal disabilities laws and regulations. The Town warrants that the services to be provided under this Agreement comply with

the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 *et seq.*) and its implementing regulations set forth at Title 28, Code of Federal Regulations, Parts 35 and 36, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194; and maintain, if applicable, Web Content Accessibility Guidelines 2.0 at Level AA (WCAG 2.0 AA). The Town further agrees to indemnify and hold harmless MCCCDC from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Agreement.

- 9. **Governing Law.** This Agreement will be governed by the laws of the State of Arizona. Nothing in this Agreement waives either party’s sovereign immunity.
- 10. **Funds Unavailable.** MCCCDC and the Colleges may terminate this Agreement in future fiscal years if funds become unavailable for the Programs that this Agreement supports.
- 11. **Amendment.** The parties may amend this Agreement only through a written amendment signed by representatives of each party who are authorized to sign contracts.
- 12. **Use of MCCCDC/College Logo or Name.** The Town may only use MCCCDC’s or the College’s name or logo for the Programs subject to this Agreement and only with the prior written approval of MCCCDC or the Colleges.

THE TOWN OF GUADALUPE:

MCCCDC:

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
for GateWay Community College

By: _____
Its Authorized Agent

By: _____
Its Authorized Agent

Name: Jeff Kulaga

Name: Leslie Kyman Cooper

Title: Town Manager/Clerk

Title: General Counsel

Date: _____

Date: _____

Other Approvals (if required)

By: _____

Name: _____

Title: _____

Date: _____

Building Guadalupe's Future

The Town of Guadalupe partners with Maricopa County Community Colleges District



Guadalupe Town Residents Enjoy FREE TUITION

These programs will run from January through March 2020. Residents may choose only one course, tuition free, from the following menu of programs:

Certified Logistics Associate

Learn a new career in one week. This program prepares students for work in the supply chain and warehousing industry. The program's short term benefits allow you to prepare for the certifying exam in as little as one week. The program is partnered with employers that want to hire successful graduates. Must be 18 years of age, eligible to work in the US, and pass a timed exam on a computer. This program will be held at the Guadalupe South Mountain Community College center or GateWay Community College's Central City Campus.

Electrical Installer

This is a 372 clock hour program that results in a Certificate of Competency (CCT) for Electrical Installer that introduces the fundamentals of electrical theory, residential wiring, and a basic understanding of electrical requirements of the National Electric Code (NEC). This program may be held at the Guadalupe South Mountain Community College center or GateWay Community College's Central City Campus.

Career Foundations

This is a non-credit program designed to focus on career assessments, resume writing, interview skills, and can also include college readiness components. This will be offered at the Guadalupe South Mountain Community College center.

For more information please contact:

Mirella Urias at GWCC | 602-238-4351 | mirella.urias@gatewaycc.edu
 Kyle Mitchell at SMCC | 602-243-8340 | kyle.mitchell@southmountaincc.edu



The Maricopa County Community College District (MCCCD) is an EEO/AA institution and an equal opportunity employer of protected veterans and individuals with disabilities. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, or national origin. A lack of English language skills will not be a barrier to admission and participation in the career and technical education programs of the District.

The Maricopa County Community College District does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs or activities. For Title IX/504 concerns, call the following number to reach the appointed coordinator: (480) 731-8499. For additional information, as well as a listing of all coordinators within the Maricopa College system, visit www.maricopa.edu/non-discrimination.

Construyendo el Futuro de Guadalupe



Asociado Certificado en Logística

Aprenda una nueva carrera en una semana. Este programa prepara a los estudiantes para trabajar en la cadena de suministro e industria de almacenamiento (supply chain and warehousing). Los beneficios a corto plazo de los programas le permiten a usted aprender y estudiar para el examen de certificación en una semana. El programa está asociado con empleadores que desean contratar a graduados exitosos. Usted debe tener 18 años de edad, ser elegible para trabajar en los Estados Unidos, aprobar un examen cronometrado en una computadora. Esto se llevará a cabo tanto en el centro de Guadalupe South Mountain Community College como en el campus central de la ciudad de GateWay Community College.

Instalador eléctrico

Este es un programa de 372 horas que resultará en un Certificado de Competencia (CCT) para Instalador Eléctrico que introduce los fundamentos de la teoría eléctrica, cableado residencial, y una comprensión básica de los requisitos de electricidad del Código Eléctrico Nacional (NEC). Esto se llevará a cabo tanto el centro de Guadalupe South Mountain Community College como el campus central de la ciudad de GateWay Community College.

Fundamentos de carrera

Este es un programa sin crédito diseñado para enfocarse en evaluaciones de carrera, reanudar la escritura, habilidades de entrevista, y también puede incluir componentes de preparación para la universidad. Esto se ofrecerá en el centro de Guadalupe South Mountain Community College.

Para obtener más información, por favor comuníquese con:

Mirella Urias at GWCC | 602-238-4351 | mirella.urias@gatewaycc.edu
 Kyle Mitchell at SMCC | 602-243-8340 | kyle.mitchell@southmountaincc.edu



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