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NOTICE OF A PUBLIC MEETING

GILA BEND TOWN COUNCIL

**Tuesday May 14, 2024; 6:00pm**

**Gila Bend Unified School District Media Center**

**308 North Martin Avenue**

**Agenda**

Pursuant to ARS § 38-431.02, notice is hereby given that the TOWN COUNCIL will hold a Council meeting on Tuesday May 14, 2024, beginning at 6:00 p.m., in the Gila Bend Unified School District Media Center located at 308 N Martin Avenue, Gila Bend, Arizona. Doors open to the Council meeting room at 5:45pm for public seating. The public may be asked to temporarily relocate if an executive session occurs. The public will be invited back into the Council meeting room when the Council returns from executive session. **Council Members of the Town of Gila Bend Town Council will attend either in person or by telephone or video communication.** A copy of the final agenda will be available twenty-four hours prior to the meeting in the Town Clerk's Office, 644 West Pima, Gila Bend, AZ 85337.

**I. CALL TO ORDER**

- A. Call to Order
- B. Pledge of Allegiance
- C. Invocation

**II. ROLL CALL**

Mayor Tommy Sikes

Councilmember Chris Riggs

Vice Mayor James Turner

Councilmember Scott Swanson

Councilmember Fernando Fernandez

Councilmember Donny Young

Councilmember Clyde Kreeger

**III. Call to the Public** (The procedures to follow if you address the Council are: Council requests that you express your ideas in three minutes or less and refrain from any personal attacks or derogatory statements about any individual. The Mayor will limit discussion whenever he deems such an action appropriate to the proper conduct of the meeting. At the conclusion of an open call to the public, individual members of the Council may respond to criticism made by those who have addressed the Council, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take legal action on any matters during an open call to the public unless the matters are properly noticed for discussion and legal action.)

**IV. Presentation:** Kevin Larson, Water Operator of Record for the Town of Gila Bend, will discuss the sewer capacity report. **Discussion only**

**V. CONSENT AGENDA** (all items subject to approval by a single motion; any Councilmember may require any of these items to be voted on separately).

**A. Approval of Council Meeting Minutes:** The Mayor and Town Council may discuss and possibly take action on the approval of the April 23, 2024 regular council meeting minutes. **Discussion and possible action**

B. **Payment of Claims:** The Mayor and Town Council may discuss and possibly take action to ratify claims in the amount of \$201,622.82 and approve claims in the amount of \$99,836.04 for the period of April 17, 2024 through May 7, 2024. **Discussion and possible action**

VI. **NEW BUSINESS** - Discussion and possible action on the following items:

A. **Logan Simpson Contract Amendment:** Mayor and Town Council may discuss and possibly take action to waive bidding requirements, pursuant to Title 3, Chapter 38, Section 38.08 "Selection of Supplier", to approve a General Plan Update contract amendment to include Zoning Code and Town Code Updates between the Town of Gila Bend and Logan Simpson for FY24 through FY25 in the amount of \$111,624. **Discussion and possible action**

B. **Water Infrastructure Finance Authority of Arizona Grant Award Approval:** The Mayor and Council may discuss and possibly take action to accept the award for a Water Meter Replacement Grant from the Water Infrastructure Finance Authority of Arizona (WIFA) in the amount of \$330,000. **Discussion and action**

VII. **MAYOR AND COUNCIL MEMBER'S REPORT ON CURRENT EVENTS**

(This is the time Councilmember's may present a brief summary on current events. The Council may not propose, discuss, deliberate or take any legal action on the information presented except that an individual Councilmember may ask that an item be placed on a future agenda.)

VIII. **TOWN MANAGER REPORT**

(This is the time the Town Manager may present a brief summary on current events. The Council may not propose, discuss, deliberate, or take any legal action on the information presented except that an individual Councilmember may ask that an item be placed on a future agenda.)

IX. **FUTURE AGENDA ITEMS**

(This is the time Councilmembers may request items be placed on future agendas. Requests for future agenda items that are supported by at least 3 Councilmembers shall be added to future agendas. No discussion or voting shall occur on future agenda items.)

**Special Meeting:** Mayor and Council will convene into a Special Meeting for a Board of Adjustment Variance hearing.

A. **Love's Sign Variance:** The applicant, Effective Images, is requesting the approval of a Variance for an additional height of 5.1 feet for a sign to be placed at the Loves's Travel Center located at 820 W Pima Street. **Discussion and action**

X. **Executive Session** Mayor and Town Council may convene into executive session pursuant to A.R.S. § 38-431.03(A)(3)&(4) for legal advice and discussion concerning the building permitting process and the Town's contracts for building permitting services. **Discussion only**

XI. **ADJOURNMENT**

NOTE: The Council may go into Executive Session for the purpose of obtaining legal advice from the Town's Attorney(s) on any of the above agenda items pursuant to A.R.S. § 38-431.03(A)(3).

Beth Sanchez

Beth Sanchez  
Town Clerk

05/09/2024 Before 4:00 pm

Date Time

REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES AND PERSONS WITH LIMITED ENGLISH PROFICIENCY WILL BE PROVIDED UPON REQUEST. PLEASE TELEPHONE YOUR ACCOMMODATION REQUEST (928 683-2255 OR 1-800-367-8939 ADD ARIZONA RELAY SERVICE) 72 HOURS IN ADVANCE IF YOU NEED A SIGN LANGUAGE INTERPRETER OR ALTERNATE MATERIALS FOR A VISUAL OR HEARING IMPAIRMENT; FOR AN ENGLISH TRANSLATOR CALL 928 683-2255.

LOS ALOJAMIENTOS RAZONABLES PARA PERSONAS CON INCAPACITAS Y PERSONAS CON LA PERICIA INGLESA LIMITADA SERAN PROPORCIONADOS SOBRE EL PEDIDO. TELEFONEE POR FAVOR SU PEDIDO DEL ALOJAMIENTO (928 683-2255 O 1-800-367-8939 AGREGAN ARIZONA EL SERVICIO DEL RELEVO) 72 HORAS EN EL AVANCE SI USTED NECESITA A UN INTERPRETE DE LENGUAJE POR SEÑAS O ALTERNA LAS MATERIAS PARA UN VISUAL O DETERIORO DE VISTA; PARA UNA LLAMADA INGLESA DE TRADUCTOR 928 683-2255.

Town Manager Approval

Initial KV Date 5-9-24

**This agenda posted no later than 24 hours prior to the meeting at the following locations:**

**Town Website: [www.gilabendaz.org](http://www.gilabendaz.org)**

**Gila Bend Post Office bulletin board: 109 W Papago**

**Gila Bend Town Hall lobby: 644 W Pima**

**Community Center lobby: 202 N Euclid**

**Family Resource Center: 308 E Pima**



# Technical Memorandum

May 05, 2023

To	The Town of Gila Bend		
From	Nicolas Gonzalez	Email	Nicolas.Gonzalez@ghd.com
Project Name	Sanitary Sewer Mapping, Audit, and CMOM Development		
Subject	Gila Bend Wastewater System Hydraulic Model Summary and Results		

## 1. Introduction

GHD was contracted by the Town of Gila Bend to complete a hydraulic model of the sanitary sewer system. The purpose of this technical memorandum is to detail the assessment of the hydraulic model using the field survey data and provided Town information. GHD evaluated the pipelines, force mains and manholes. The items included to complete the model analysis is as follows:

- Field investigation to gather necessary model input information.
- Calibration of the model against the existing system
- Analyzing the model outputs in line with current design standards

This technical memorandum is supplied in addition the Capacity, Management, Operation and Maintenance (CMOM) report.

### 1.1 Scope and limitations

*This technical memorandum has been prepared by GHD for Town of Gila Bend. It is not prepared as, and is not represented to be, a deliverable suitable for reliance by any person for any purpose. It is not intended for circulation or incorporation into other documents. The matters discussed in this memorandum are limited to those specifically detailed in the memorandum and are subject to any limitations or assumptions specially set out.*

#### Accessibility of documents

*If this Technical Memorandum is required to be accessible in any other format this can be provided by GHD upon request and at an additional cost if necessary.*

## 2. Hydraulic modeling

The wastewater collections system model was developed using Innovyze® InfoWorks software. Files embedded with metadata can be directly imported into InfoWorks and relevant attributes can be used define the layout of the sewer network.

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The sanitary sewer model is built upon manhole field data collected by GHD. This point data was transformed into shapefiles detailing the following attributes:

- Latitude and longitude
- Rim elevation
- Inlet depth
- Outlet depth
- Attribute ID

These attributes were then used to determine the model inputs. The invert elevations were calculated by subtracting the depth measurement from the rim elevation the manhole at which the measurement was taken. Upstream and Downstream manholes were associated with each pipe so that the upstream and downstream invert elevations could be attributed to the pipes in the model. This was done by first matching upstream pipe invert with downstream manhole invert. Then, downstream pipe inverts were matched with upstream manhole inverts. Once all the invert elevations had been properly aligned, they were copied into the model. The required model inputs are listed below.

#### **Manholes & Outlets (Nodes)**

- Rim Elevation, ft
- Diameter, ft

#### **Pipes (Links)**

- Upstream Node
- Downstream Nods
- Invert elevation, ft
- Length, ft
- Diameter, in
- Coefficient (Manning's Friction)

## **2.1 Pipe flow materials and coefficients**

The pipe materials identified in the collection system are polyvinyl chloride (PVC), vitrified clay pipe (VCP), ductile iron pipe (DIP), and high-density polyethylene (HDPE). These materials all have a different Manning's coefficient of friction, which can be input into the model. Materials with higher coefficients of friction such as DIP can restrict flow and velocity within a pipe. Standard coefficients of friction for each material are listed below.

**Table 1 – Manning's  $n$  for Old Pipe in Moderate Service (Mays, Water Resources Engineering)**

Material	Manning's Coefficient ( $n$ )
PVC	0.010
VCP	0.013
DIP	0.013
HDPE	0.010

The requirements of Title 18, Chapter 9 of the Arizona Administrative Code, sewers should be designed with a Manning's friction coefficient of 0.013. Therefore, since 0.013 is a more conservative value this was the Manning's  $n$  used for all pipe in the model.

## 2.2 Flow data

The following scenarios were developed to demonstrate the capacity of the system during different flow events:

- Existing conditions – dry weather average daily flow
- Existing conditions – dry weather peak hour flow
- Existing conditions – wet weather average daily flow (I&I)
- Existing conditions – wet weather peak hour flow (I&I)
- 5-year projection – dry weather average daily flow
- 5-year projection – wet weather peak hour flow (I&I)
- 10-year projection – dry weather average daily flow
- 10-year projection – wet weather peak hour flow (I&I)

Flow data was based on the Gila Bend flow readings at the inlet of the wastewater treatment facility and the *Arizona Administrative Code R18-9 Table 1 Unit Design Flows*.

### 2.2.1 System calibration

The following steps describe how flow was attributed to the sewer model under the Average Dry Weather Flow Scenario.

- The address points and meter type were inputted as a shapefile into the model and associated to the applicable manhole.
- The specific flow per the AAC R18-9 Table 1 was applied to each meter type.
- The total flows of the system were calibrated against the measured plant inflow provided by the Town.

The cumulative average flow rate for each type of sewer account is provided in **Table 2**.

**Table 2 – Proportion of Flow Contributed by Sewer Account Type**

Sewer Account Type	Cumulative Flow Rate (gpm)	Percentage of Total Flow
Commercial	50.79	38%
– Service Station		
– Hotel		
– Restaurant		
Residential Single Family	78.75	58%
Industrial	1.83	1%
School	4.06	3%

The total average loading into the system by all the existing sewer accounts was calculated to be 135 gallons per minute) gpm. The flow measurements taken upstream of the wastewater treatment facility between the dates of January 1<sup>st</sup> and December 31<sup>st</sup>, 2022, had an average of 134 gpm.

The peaking factor was determined by comparing the highest recorded flowrate in December of 2022 at a rate of 248,156 gallons per day (gpd) to the average recorded flowrate of 194,060 gpd, this results in a peaking factor of 1.28. The peaking factor was applied across the system to produce the dry weather peak flow.

### 2.2.2 Infiltration & inflow magnitude

Infiltration and inflow were considered together for the purpose of attributing flow to the node. Infiltration is likely to occur most in the older parts of the system where some of the pipes may have cracks, locations with brick manholes. Inflow was determined by analyzing the increase in flows before and after 2022 storm events. From

August 19 to 21<sup>st</sup>, 2022 the Town experienced a storm event totaling 1.45 inches of precipitation, and a flow difference 130,600 gallons before and after the storm event, resulting in a 40% increase in flow. This storm event was analyzed against other storm events occurring in September and December of 2022, with a likewise 46 and 40 percent increase in flows from before and after storm events. These values were averaged, resulting in an infiltration and inflow factor of 1.42.

The infiltration and inflow factor was applied to the average dry weather flow to determine the wet weather average flow.

## 3. System evaluation

### 3.1 Evaluation criteria

Evaluation criteria for the Gila Bend wastewater collection system were based on the Type 4 General Permit Guidelines defined in Title 18, Chapter 9 of the Arizona Administrative Code (AAC) and Arizona Department of Environmental Quality (ADEQ) Bulletin No. 11: Minimum Requirements for Design, Submission of Plans & Specifications of Sewage Works (July 1978). These criteria are provided in **Table 3**.

**Table 3 – Evaluation Criteria for Pipes in Gila Bend Wastewater Collection System**

Evaluation Criteria	Value	Unit
Minimum Full Flow Velocity	2	ft/s
Maximum Velocity	10	ft/s
Maximum depth/Diameter (d/D)	0.75	unitless

### 3.2 Design standards

#### 3.2.1 Gravity collection system

The design standards from ADEQ Bulletin 11 that are applied in the design of wastewater collection systems are listed below.

- In general, sewer lines should be designed for the estimated population that will be contributory – present and future.
- All types of pipe materials shall have established ASTM, ANSI, or NSF standards of manufacture or seals of approval and shall be designated for use as sewer pipe.
- Materials used for sewer joints shall have an established record for preventing infiltration and root entrance.
- Caution should be taken in design and construction to protect all water supplies from wastewater contamination.
- No sewers other than house laterals shall be less than six inches in diameter, except for those under 200 feet where the line cannot be extended.
- All sewer lines shall be designed with consideration given to sulfide production and control.
- Minimum manhole spacing is listed in **Table 4**.

**Table 4 – Maximum Manhole Spacing**

Pipe Diameter (in)	Maximum Manhole Spacing (ft)
8 – 15	500

- The minimum pipe slope where 2.0 ft/s is the minimum design standard, and 2.5 ft/s is the minimum velocity to prevent deposition of sand and gravel is listed in **Table 5**.

**Table 5 – Minimum Pipe Slope to Maintain Scouring Velocity in Pipes Flowing Full**

Pipe Diameter (in)	Minimum Slope to Maintain Velocity of 2 ft/s		Minimum Slope to Maintain Velocity of 2.5 ft/s	
<i>n</i>	0.010	0.013	0.010	0.013
8	0.0020	0.0033	0.0031	0.0052
10	0.0015	0.0024	0.0023	0.0037
12	0.0011	0.0019	0.0018	0.0030

- Cleanouts may be used in place of manholes at the end of laterals less than 200 feet in length.
- Where manholes are in areas of flooding, consideration shall be given in design to eliminate stormwater entrance.
- If the elevation between inflow and outflow sewers exceeds 30-inches a drop manhole shall be installed.
- The minimum inside diameter of manholes shall be 48-inches and are to be 60-inches in diameter for depths greater than 10-feet.

### 3.2.2 Force Mains

Design standards from ADEQ Bulletin 11 that are applied in the design of Force Mains are listed below.

- Velocity in the force main shall be between 3.5 and 6 ft/s.
- All types of pipe materials shall have established ASTM, ANSI, or NSF standards of manufacture or seals of approval and shall be designated for use as pressure sewer pipe.
- Air release valves designed for sewage shall be provided on force mains at all peaks in elevation.

## 4. Existing system analysis

The Gila Bend sanitary sewer collection system was analyzed per the above criteria. The existing was analyzed in the following scenarios:

- Existing conditions – dry weather average daily flow
- Existing conditions – dry weather peak hour flow
- Existing conditions – wet weather average daily flow (I&I)
- Existing conditions – wet weather peak hour flow (I&I)

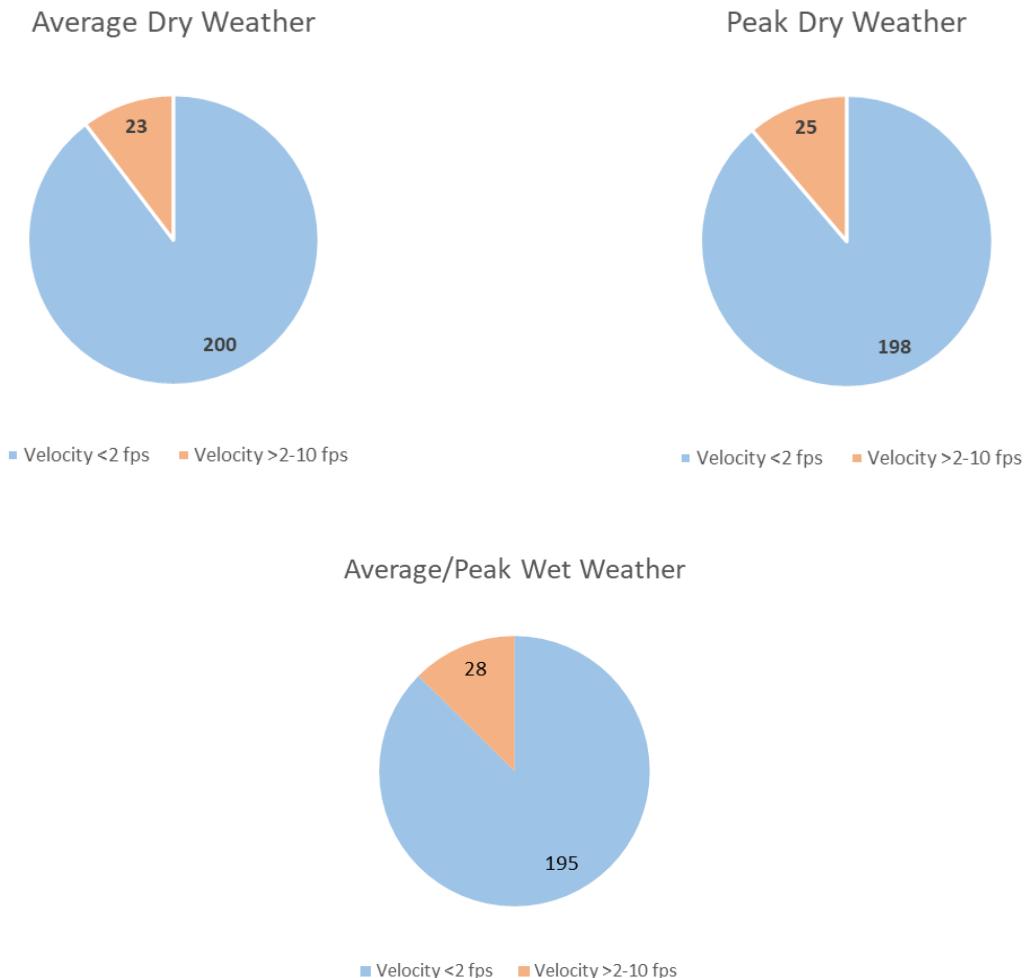
### 4.1 Pipeline velocity

The majority of pipes in the collection system were unable to reach minimum scouring velocity of 2 feet per second (fps). The following figure depicts the proportion of pipes in the system that are not able to meet the minimum velocity. In the Average Dry Weather scenario only 23 pipe segments were able to maintain the scouring velocity, similarly in the Peak Dry Weather scenario 25 pipe segments, and 28 pipe segments in the

Average and Peak Wet Weather scenarios were able to maintain the scouring velocity of 2 fps. These areas of the system can be viewed in **Appendix A**.

Within the distribution system no adverse slopes were found, all flow was directed to the force mains and treatment plant.

**Figure 1** Pipe Velocity Proportions for Existing Scenarios



## 4.2 depth/Diameter ratio and Surcharge

Overall, the system maintained a d/D ratio that did not exceed the design requirement of 0.75, with a total of 12 pipe segments at a capacity greater than 0.75 during the Peak Wet Weather scenario.

That said, while flow depths maintained adequate levels, there are multiple points throughout the system in the Average Dry Weather scenario that experience a surcharge. When a pipe and manhole are surcharged, this indicates that the hydraulic grade of the incoming flow is greater than the downstream pipe's crown causing a backup within the manholes and upstream pipes. These areas of the system can be viewed in **Appendix A**.

## 4.3 Manholes

Specifically, MH 127 and MH 126 located between E Stout St and E Richards St on the west side of N St Louis Ave, showed significant surcharging nearing the possibility of overflowing, as shown in the following figures. The invert depths of these manholes could not be determined in the field due to the wastewater levels. The

invert depths were assumed using the manholes downstream. It is possible that these manholes are blocked due to sediment and debris, this section of the system should be further investigated and repaired to promote proper flow. It can be expected that the conditions in these manholes will worsen during the wet season and in future projections.

**Figure 2**      **Manhole 127**



**Figure 3**      **Manhole 126**



## 5. Future projections analysis

To determine the future projections, the 5 year and 10-year town populations were calculated using historical census data dating back to 1970. From 1970 to 2020 Gila Bend experienced a 5 percent population growth. Using a linear projection, the population is expected to increase by (1) one percent from 2023 to 2028, and another (1) one percent from 2028 to 2033. The project populations are detailed in the following table.

**Table 6**      **Projected populations**

<b>Year</b>	<b>Population</b>	<b>Percent Change</b>
2023	1959	-
2028	1984	1%
2033	2008	1%

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The Gila Bend sanitary sewer collection system was analyzed per the above criteria. The existing was analyzed in the following scenarios:

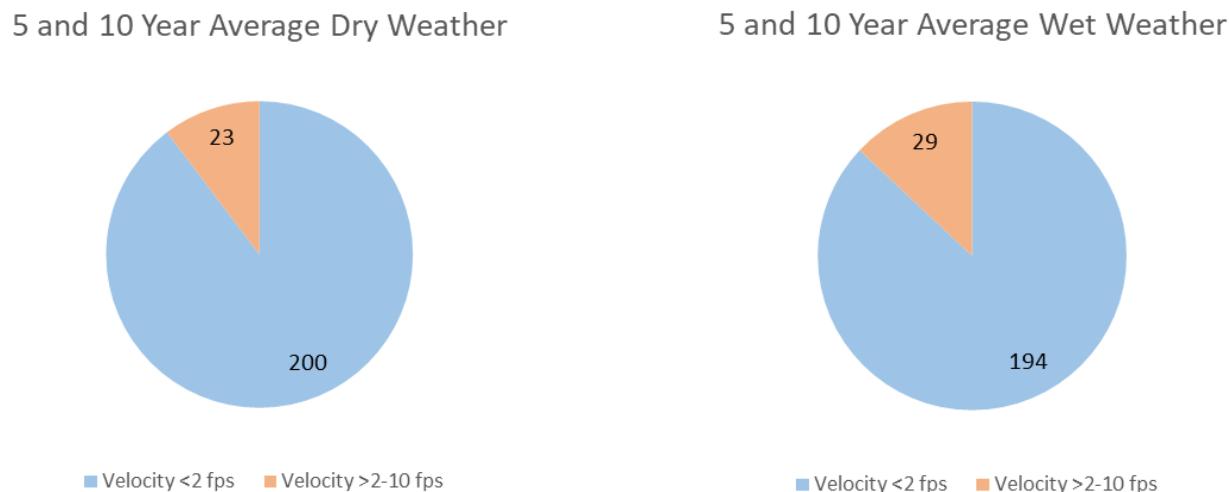
- 5 Year projection – dry weather average daily flow
- 5 Year projection – wet weather peak hour flow
- 10 Year projection – dry weather average daily flow
- 10 Year projection – wet weather peak hour flow

## 5.1 Pipeline velocity

The majority of pipes in the collection system were unable to reach minimum scouring velocity of 2 feet per second (fps). The following figure depicts the proportion of pipes in the system that are not able to meet the minimum velocity. In the Average Dry Weather scenario only 23 pipe segments were able to maintain the scouring velocity and 29 pipe segments in Peak Wet Weather scenarios for both the 5- and 10-year projections, were able to maintain the scouring velocity of 2 fps. These areas of the system can be viewed in **Appendix B**.

Within the distribution system no adverse slopes were found, all flow was directed to the force mains and treatment plant.

*Figure 4 Pipe Velocity Proportions for Future Projections*



## 5.2 depth/Diameter ratio and Surcharge

Similarly, to the existing scenarios many of the pipes within the system maintained a d/D ratio with a total of 9 pipe segments at a capacity greater than 0.75 during the 10-year Peak Wet Weather scenario.

That said, while flow depths maintained adequate levels, there are multiple points throughout the system in the Average Dry Weather scenario that experience a surcharge. When a pipe and manhole are surcharged, this indicates that the hydraulic grade of the incoming flow is greater than the downstream pipe's crown causing a backup within the manholes and upstream pipes. These areas of the system can be viewed in **Appendix B**.

## **6. Operations and maintenance improvements recommendations**

A wastewater collection system maintenance program encompasses all policies, plans and procedures required to adequately maintain a facility including grounds, structures, and equipment. It is particularly important in preventing the accelerated corrosion and wear that result from the severe conditions imposed by sewage acidity, gasses, and dampness. It should address personnel, record keeping and reporting, general housekeeping, preventative maintenance, corrective maintenance, and major system overhauls.

### **6.1.1 Personnel**

To ensure proper and efficient operation of the collection system and lift stations, it is necessary to have qualified personnel. The operator of record (OOR) should hold a minimum current ADEQ operator certification for Grade 2 Wastewater Collections and maintain a minimum of 30 professional development hours (PDH's) every three years.

### **6.1.2 Record keeping and reporting**

Record keeping and reporting is needed to establish a clear and concise account of what has happened and what has been accomplished in the wastewater collection system. Several reasons for record keeping are listed below.

- Past experiences in lift station operations can be a tremendous asset in anticipating future situations, analyzing control procedures, and interpreting analytical results.
- Equipment History of Service forms provide an excellent method of reviewing preventative maintenance schedules and procedures. A data file on mechanical equipment and systems assists in ordering spare parts and replacement components.
- Good records show a pattern of growth in the community, which aids in the planning for future collection system expansions and upgrades.
- Good records will provide data needed to prepare and support budgets and requests for additional personnel, facilities, and equipment.
- Records may be used as evidence in legal proceedings involving the collection system.
- The daily operation records provide a database for periodic reports sent to other agencies.

Once made, records should be carefully filed for future reference. The filing system must be understood by everyone keeping or using collection system records.

### **6.1.3 General housekeeping**

Good housekeeping practices can go a long way in promoting public confidence and support by way of preventing unnecessary odors and giving wastewater collections facilities a clean and pleasing appearance. Care and cleanliness are also helpful in developing an employee's pride in his work while contributing to his overall safety. Routine housekeeping should be incorporated into each shift's standard operating procedures.

- Process equipment and Piping should be cleaned and painted as required for appearance and identification and to minimize odor sources and corrosion.
- Collection system structures should be flushed or otherwise cleaned frequently to prevent unsightly growths and deposits and to minimize potential odor sources.
- Outside maintenance work such as landscaping, road maintenance, painting and cleaning of gutters and drains should all be scheduled as required. Any deterioration should be reported as soon as possible.

## 6.1.4 Maintenance categories

Maintenance work can be divided into three basic categories:

- **Preventative maintenance:**

Routine Monitoring used to anticipate and predict the breakdown of equipment and structures and the engaging in simple maintenance to prevent major equipment failures from occurring. These maintenance practice can be accomplished with minimal or no downtime of the equipment or structure. Tasks include routine inspection, cleaning, painting, lubrication, minor adjustments, and correcting minor defects in equipment.

- **Corrective maintenance:**

Non-routine repair work that may require some equipment or structural downtime and generally involves improving structures and equipment by upgrading them with more durable parts and materials. Tasks include changing belts and replacing work bearing, brushes, and more involved inspection testing, lubricating, cleaning, and any other action short of a major overhaul. It may require dismantling of equipment to examine components.

- **Major overhauls:**

Jobs which usually require extensive downtime. Tasks usually involve large expenditures of capital and may require additional outside aid to accomplish. Examples are the rebuilding of a main sewage pump or the resurfacing of a manhole or wet well. This is the most exhaustive level of maintenance activity and requires the most working time. Accordingly, it is usually scheduled during idle periods or low points in the workload schedule.

## 6.1.5 Sewer system maintenance activities

The general responsibilities of operations personnel include the following:

- Operate facility processes effectively to ensure wastewater is being conveyed to the discharge location in compliance with permit requirements.
- Perform electrical and mechanical repair and maintenance.
- Monitoring, mapping, and measuring wastewater flows into and out of the lift stations and WWTP.
- Periodic flushing of wastewater pipes to remove deposits of sediment and debris.
- Root removal.
- Maintain accurate and neat operations and maintenance records.
- Keep up to date with best practices by attending training courses and reading periodicals.
- Manage expenditures and assist with budget preparation.
- Advise management of potential issues.

## 6.1.6 Monitoring, mapping, and measurement

Monitoring, mapping, and measurement should be central to the ongoing operations and maintenance practices at the wastewater collection system. Monitoring sewer flow rates into the lift stations in combination with good record keeping can produce a better understanding of the average and peak flows occurring in the system over time. This data can be used to calibrate system models more accurately, and to determine the best operating points for the lifts station. Long term flow monitoring and measurement can provide an understanding of growth trends in the system and future needs for expansion of the collection system.

Continued mapping of the gravity sewer system can help to identify leaks, corrosion, and blockages within the wastewater collection system, and which parts of the maintenance system require more frequent maintenance

activities such as cleaning and root removal. In developing a maintenance planning strategy an ASCE study recommends inspection as the most important maintenance activity over cleaning. The recommended frequency of maintenance activities from the study is listed in **Table 7**.

**Table 7 – Frequency of Maintenance Activities**

Activity	Average (% of system/Year)
Cleaning	30
Manhole Inspection	20
CCTV Inspection*	7
Smoke Testing	8

\*The Town should work towards completing an initial video inspection of all sewer lines in the next five years before moving to a less frequent maintenance schedule.

### 6.1.7 Recommended pipe cleaning practices

The EPA recommends that the ideal method of reducing and controlling materials found in sewer lines is education and prevention. This will ensure that the public knows that household substances such as fats, oils, and grease cause blockages in the sewer lines and should be disposed of properly with solid waste. Flushing is recommended in the areas of the sewer system that were not shown to have sufficient velocity to prevent deposition of sediment and debris. Common cleaning methods are provided in **Table 8**.

**Table 8 – Common Sewer Cleaning Methods**

Technology	Application
Rodding	Engine and drive unit with continuous rods or sectional rods.
Bucket machine	Cylindrical device, closed on one end with 2 opposing hinged jaws on the other, partially removes large deposits of silt, sand, gravel, and some types of solid waste.
Bailing	Threaded rubber cleaning ball that spins and scrubs as flow increases in the sewer line, removes deposits of settled inorganic material and grease build-up.
Flushing	Introduces a heavy flow of water into the line at the manhole.
Jetting	Directs high velocity water against pipe walls, removes debris and grease build-up, clears blockages, and cuts roots within small diameter pipes.
Scooter	Round, rubber-rimmed, hinged metal shield that is mounted on a steel framework on small wheels, the shield works as a plug to build a head of water, scours inner walls of pipeline.
Kite, Bags, Poly Pigs	Rigid rims induce a scouring action, effective in moving accumulations of decayed debris and grease downstream

### 6.1.8 Recommended pipe inspection practices

The town should work towards completing an initial video inspection of all sewer lines within the next five years. It is also recommended that the town maintains a long-term inspection program utilizing CCTV to inspect the remainder of the collection system and return to inspect the older most vulnerable parts of the system in the future.

## 7. Conclusions

The gravity wastewater collection system has sufficient capacity to convey existing flow through the 10-year Wet Weather Peak Hour Flow scenario. Although the model shows that the majority of pipes in the system are near the maximum d/D of 0.75, the section of pipe from Manhole 125 to 157 the manholes are filled and are at risk of overflowing.

Eighty seven percent of the pipes in the system do not reach a minimum velocity of two feet per second under the Existing Wet Weather Peak Hour Flow scenario. This can cause deposition of sediment and debris in the pipes and decrease the capacity over time. The pipes should be periodically flushed to clear out sediment and debris to prevent deterioration due to blockages in the system. The following improvements are recommended to address the pipe deficiencies identified by the supplemental evaluations:

### Pipe Deterioration

A cost-effective solution to address pipes that have experienced severe deterioration includes cleaning the pipe via water jetting and mechanical scraping, and then rehabilitating it with a corrosion resistant liner, such as a cured-in-place liner. If there is bulging or other deformities in the pipe, the pipe needs to be replaced. To provide a conservative capital improvement plan, it has been assumed that all these deteriorated pipes will be replaced over a span of five years.

### Pipe Sags

An approach to addressing sags in existing pipes includes:

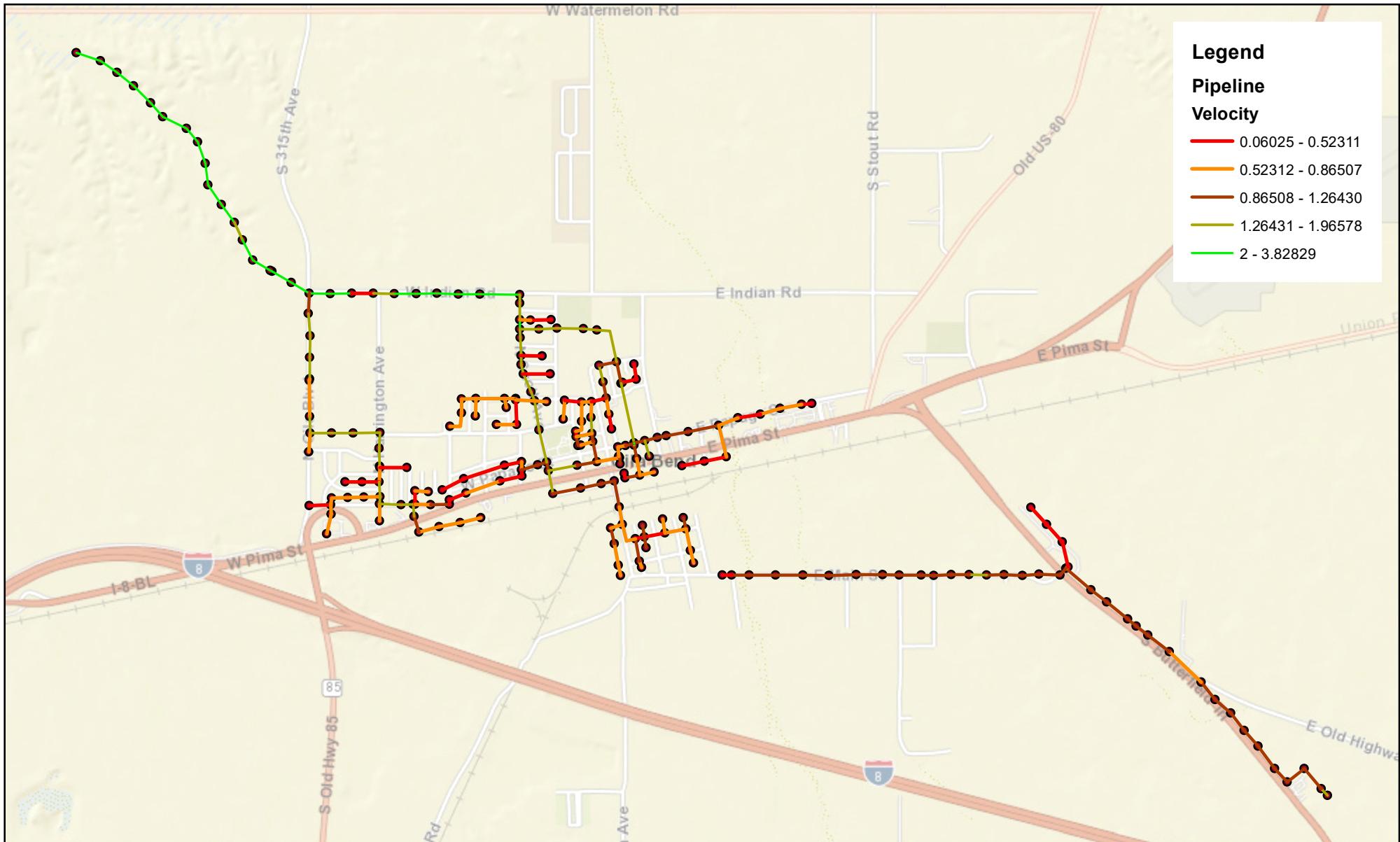
- Determine whether sagging impacts hydraulic performance. If it does not, pipe repair is not required and is considered as secondary priority.
- If sagging impacts hydraulic performance, expose sags, and attempt to lift pipe sections and provide proper compaction.
- If sags are long and cannot be easily repaired, replace pipe using pipe bursting.

Hydraulic performance for pipes with sags were checked by accounting for the reduced cross-section area of these pipes due to the sags.

# Appendix A

## Existing system results

This Technical Memorandum is provided as an interim output under our agreement with Town of Gila Bend. It is provided to foster discussion in relation to technical matters associated with the project and should not be relied upon in any way.



Paper Size ANSI A  
 0 0.15 0.3 0.45 0.6  
 Miles

Map Projection: Mercator Auxiliary Sphere  
 Horizontal Datum: WGS 1984  
 Grid: WGS 1984 Web Mercator Auxiliary Sphere

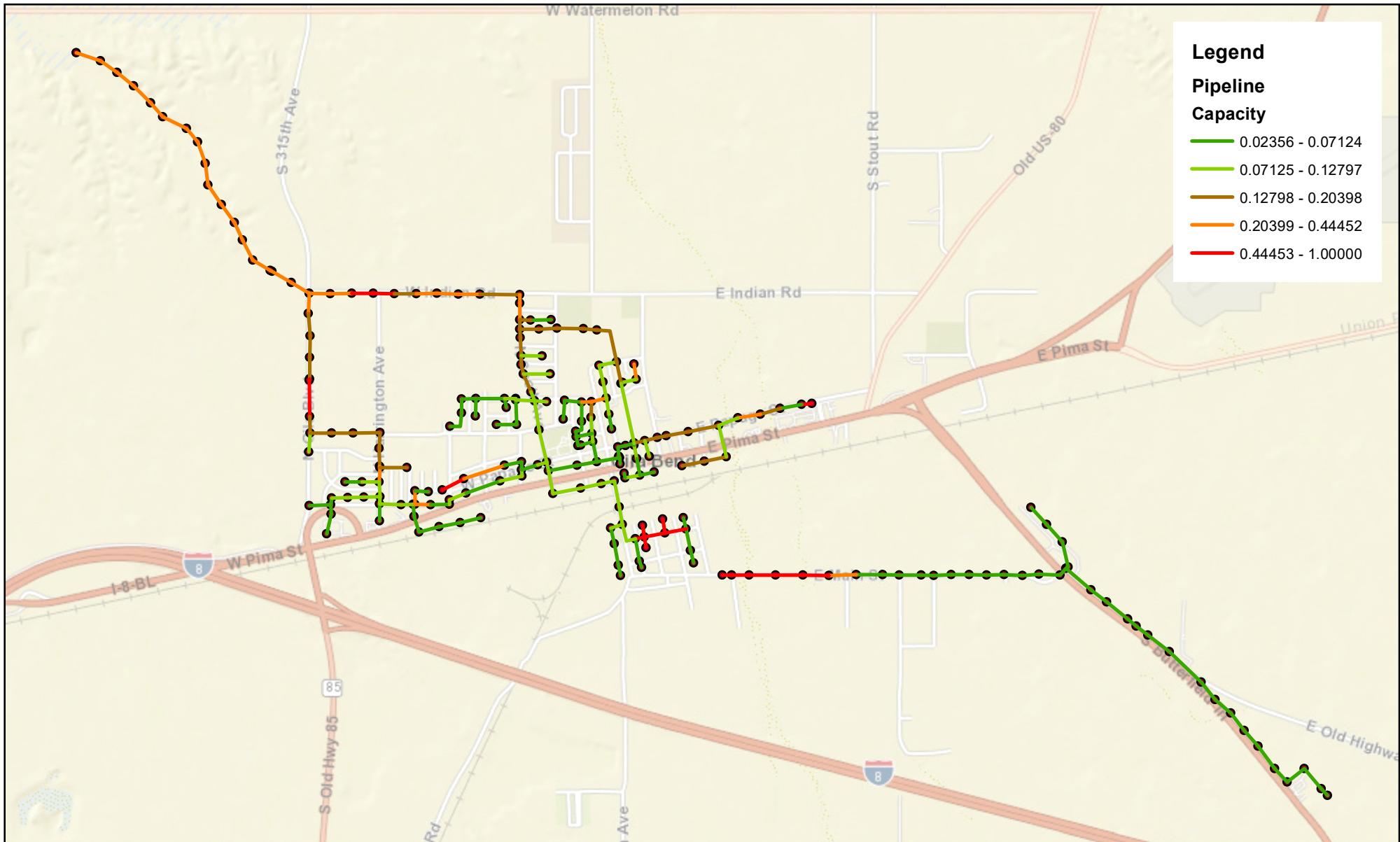


TOWN OF GILA BEND

EXISTING DRY WEATHER PHD  
 PIPE VELOCITIES

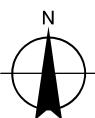
Project No. 12591291  
 Revision No. -  
 Date 5/5/2023

**FIGURE 1**



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Miles

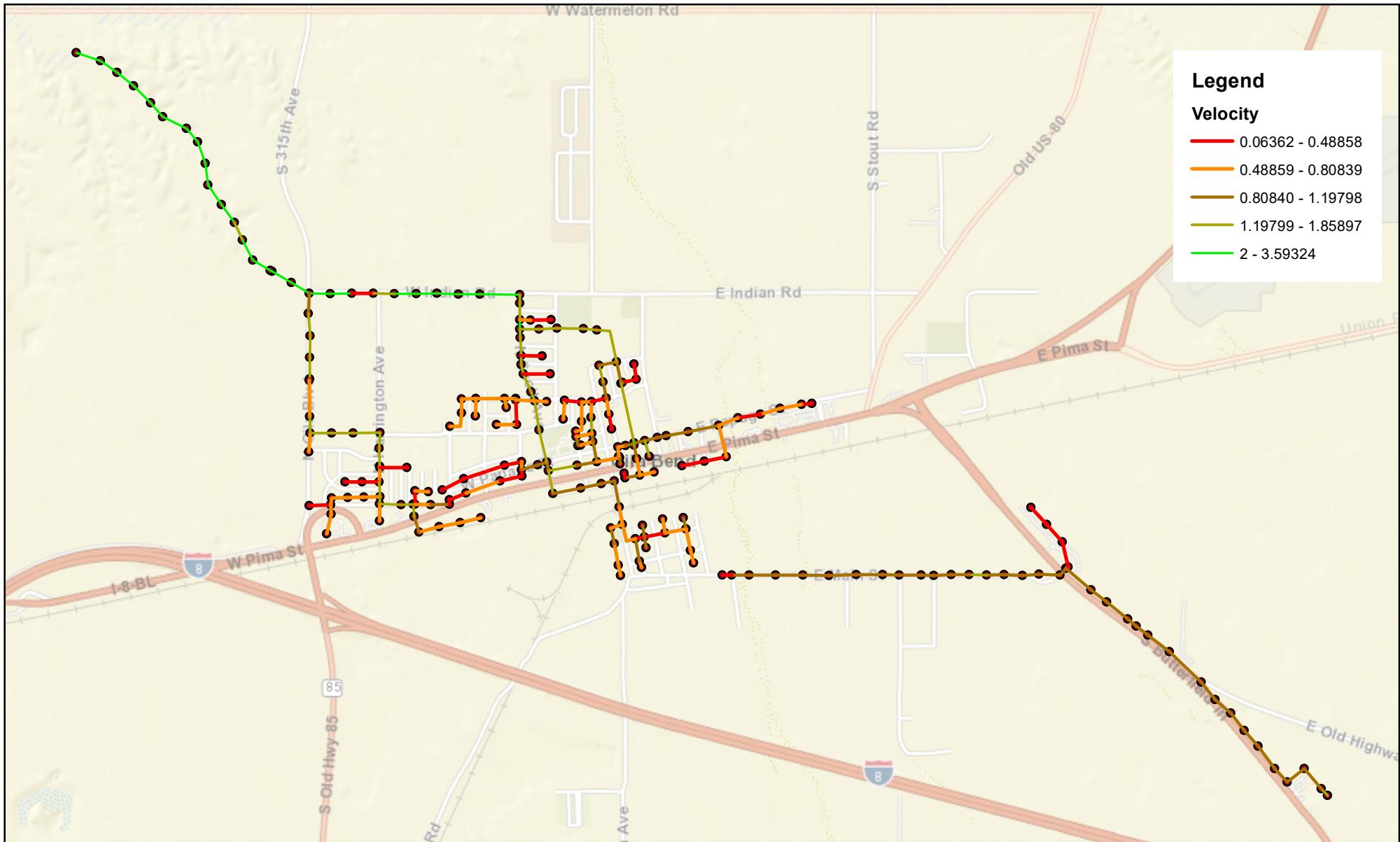
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Horizontal Datum: WGS 1984  
Grid: WGS 1984 Web Mercator Auxiliary Sphere



TOWN OF GILA BEND  
**EXISTING DRY WEATHER PHD  
PIPELINE  
PERCENT FULL**

Project No. 12591291  
Revision No. -  
Date 5/5/2023

**FIGURE 2**



Paper Size ANSI A  
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Miles

Map Projection: Mercator Auxiliary Sphere  
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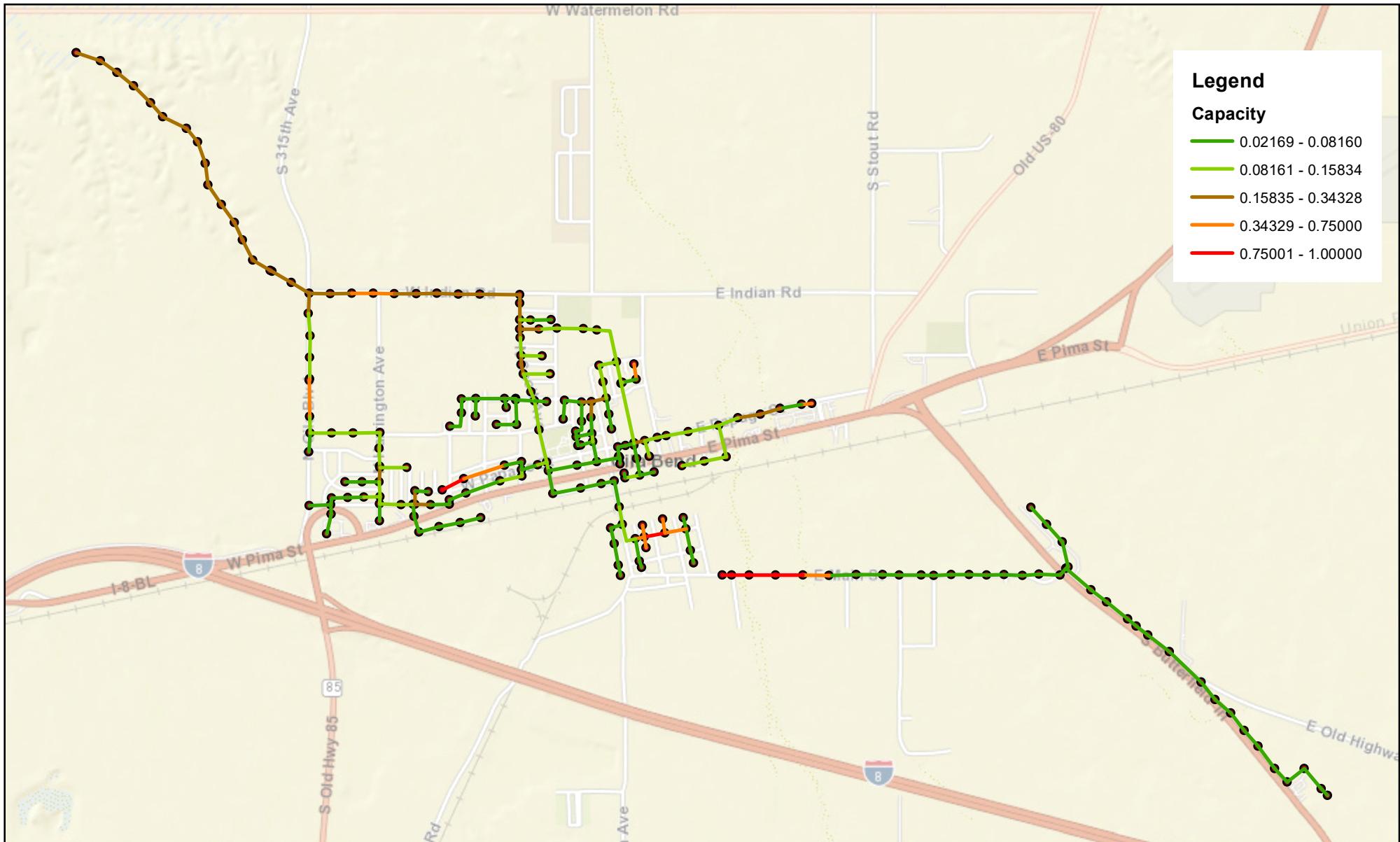


TOWN OF GILA BEND

EXISTING DRY WEATHER ADD  
PIPE VELOCITIES

Project No. 12591291  
Revision No. -  
Date 5/5/2023

**FIGURE 3**



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Miles

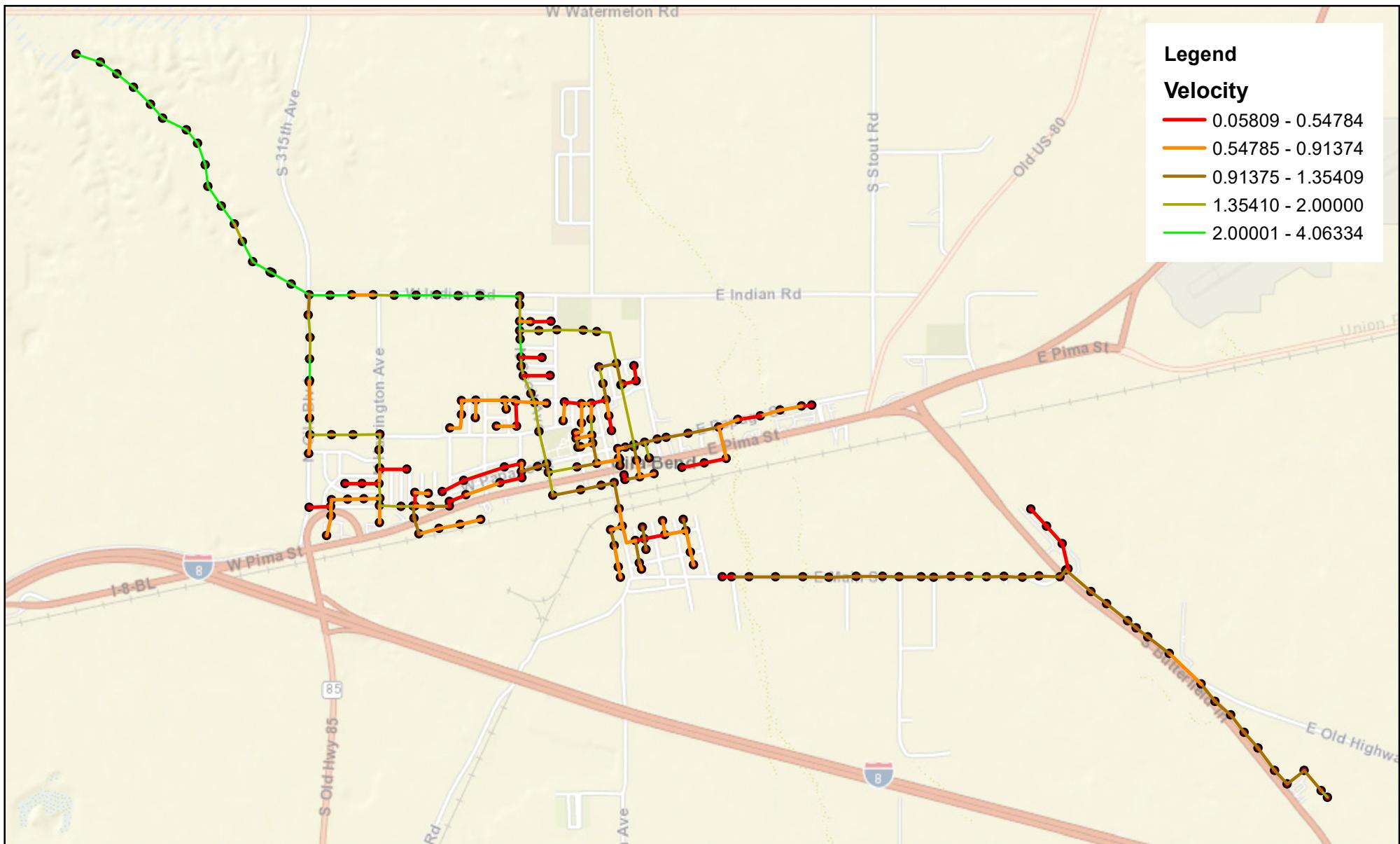
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Grid: WGS 1984 Web Mercator Auxiliary Sphere



**TOWN OF GILA BEND**  
**EXISTING DRY WEATHER ADD**  
**PIPE CAPACITY**  
**PERCENT FULL**

Project No. 12591291  
Revision No. -  
Date 5/5/2023

**FIGURE 4**



Paper Size ANSI A  
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 Miles

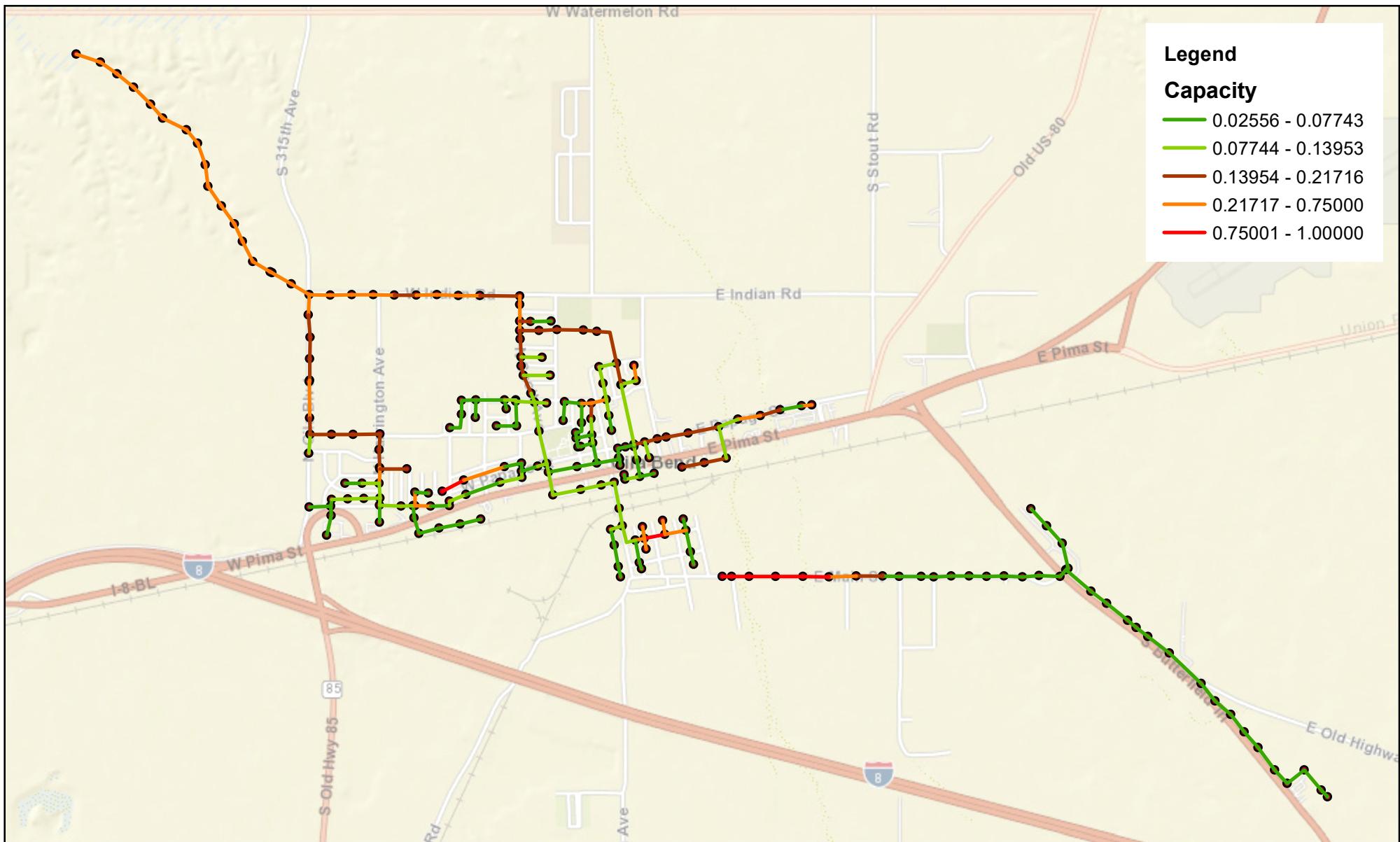
Map Projection: Mercator Auxiliary Sphere  
 Horizontal Datum: WGS 1984  
 Grid: WGS 1984 Web Mercator Auxiliary Sphere



**TOWN OF GILA BEND**  
**EXISTING WET WEATHER ADD**  
**Pipeline**  
**Velocity**

Project No. 12591291  
 Revision No. -  
 Date 5/5/2023

**FIGURE 5**



Paper Size ANSI A  
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 Miles

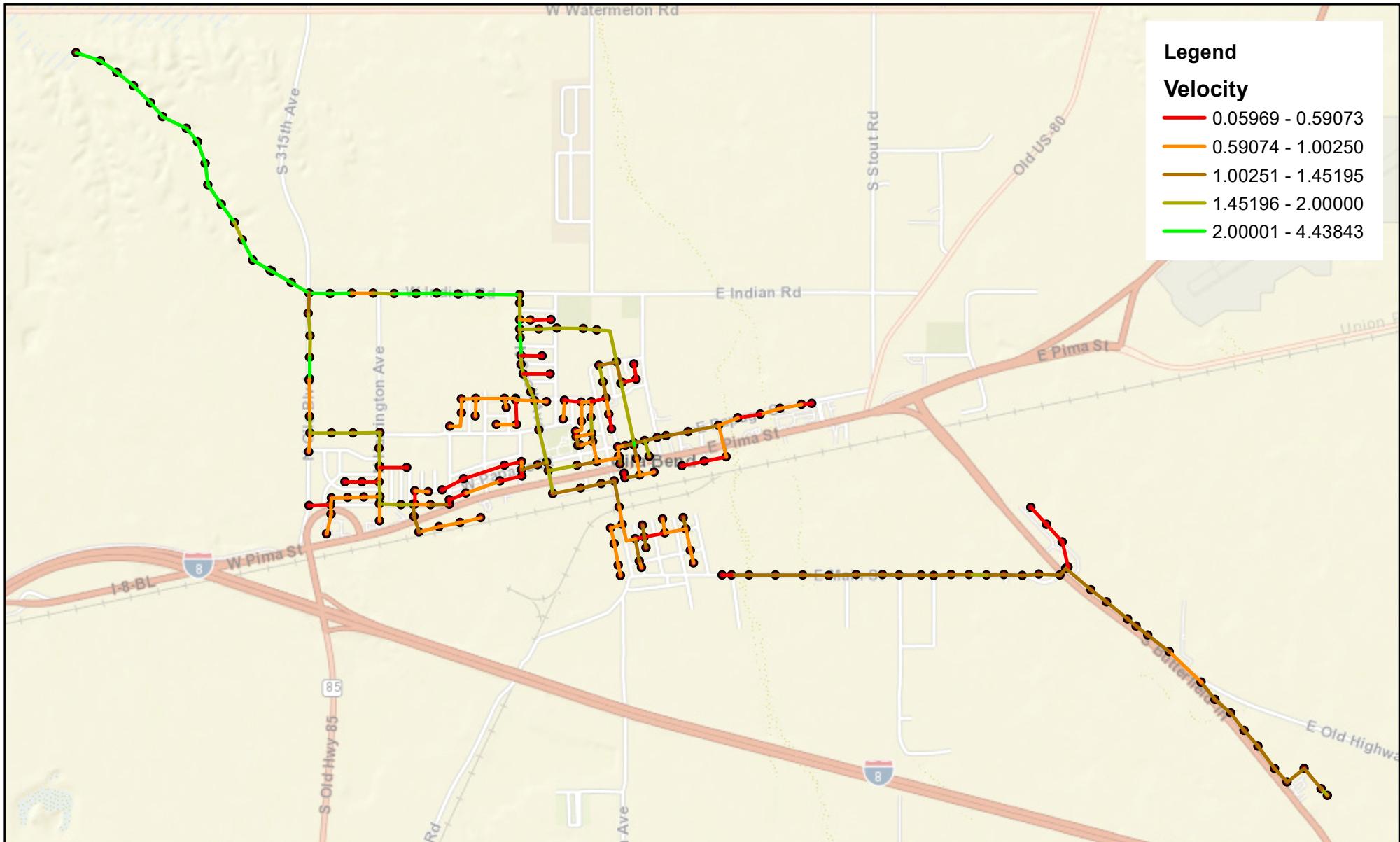
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 Grid: WGS 1984 Web Mercator Auxiliary Sphere



TOWN OF GILA BEND  
**EXISTING WET WEATHER ADD  
 PIPELINE CAPACITY  
 PERCENT FULL**

Project No. 12591291  
 Revision No. -  
 Date 5/5/2023

**FIGURE 6**



Paper Size ANSI A  
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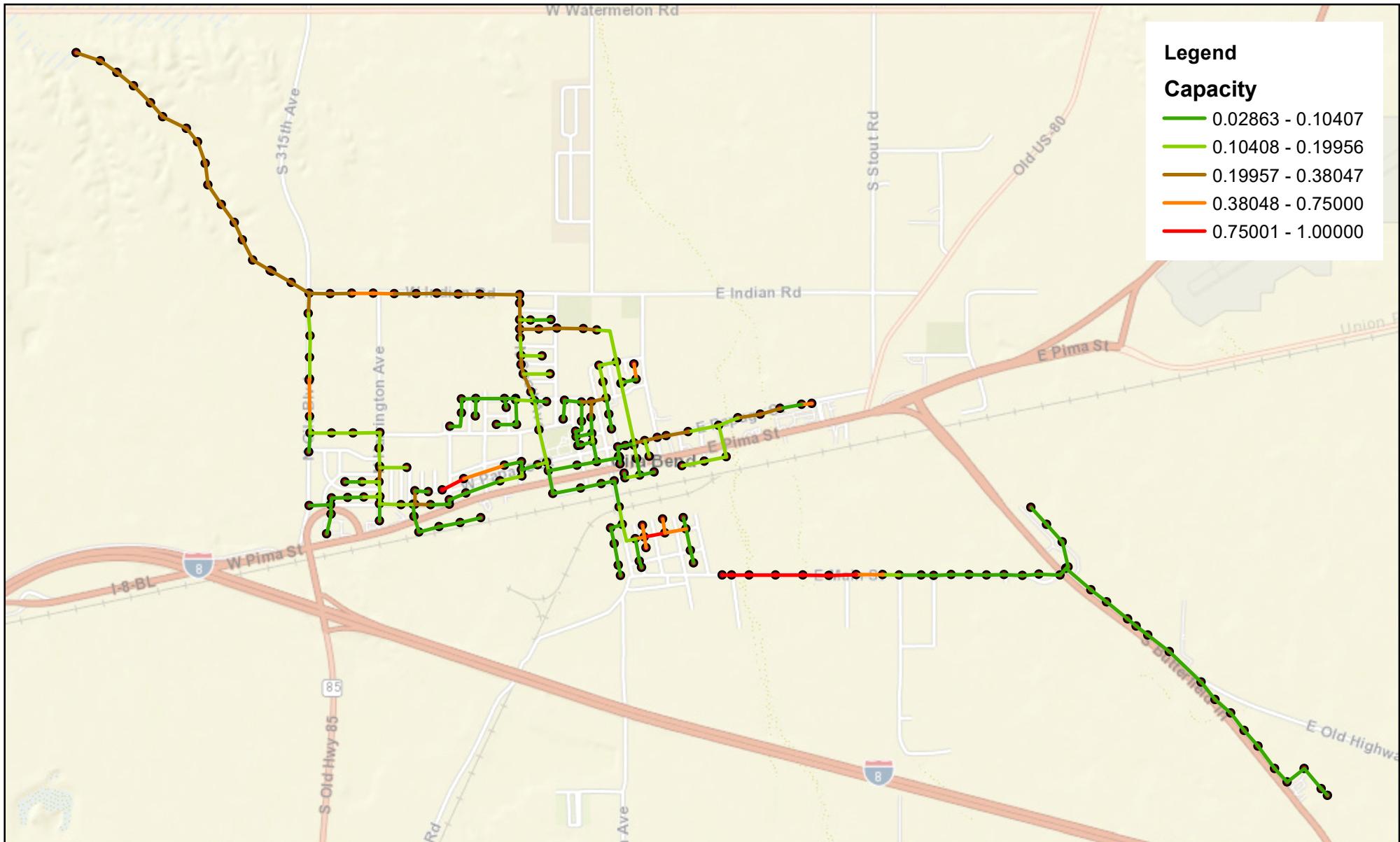
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 Grid: WGS 1984 Web Mercator Auxiliary Sphere



TOWN OF GILA BEND  
**EXISTING WET WEATHER PHD  
 PIPELINE  
 VELOCITY**

Project No. 12591291  
 Revision No. -  
 Date 5/5/2023

**FIGURE 7**



Paper Size ANSI A  
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 Miles

Map Projection: Mercator Auxiliary Sphere  
 Horizontal Datum: WGS 1984  
 Grid: WGS 1984 Web Mercator Auxiliary Sphere



TOWN OF GILA BEND  
**EXISTING WET WEATHER PHD  
 PIPELINE CAPACITY  
 PERCENT FULL**

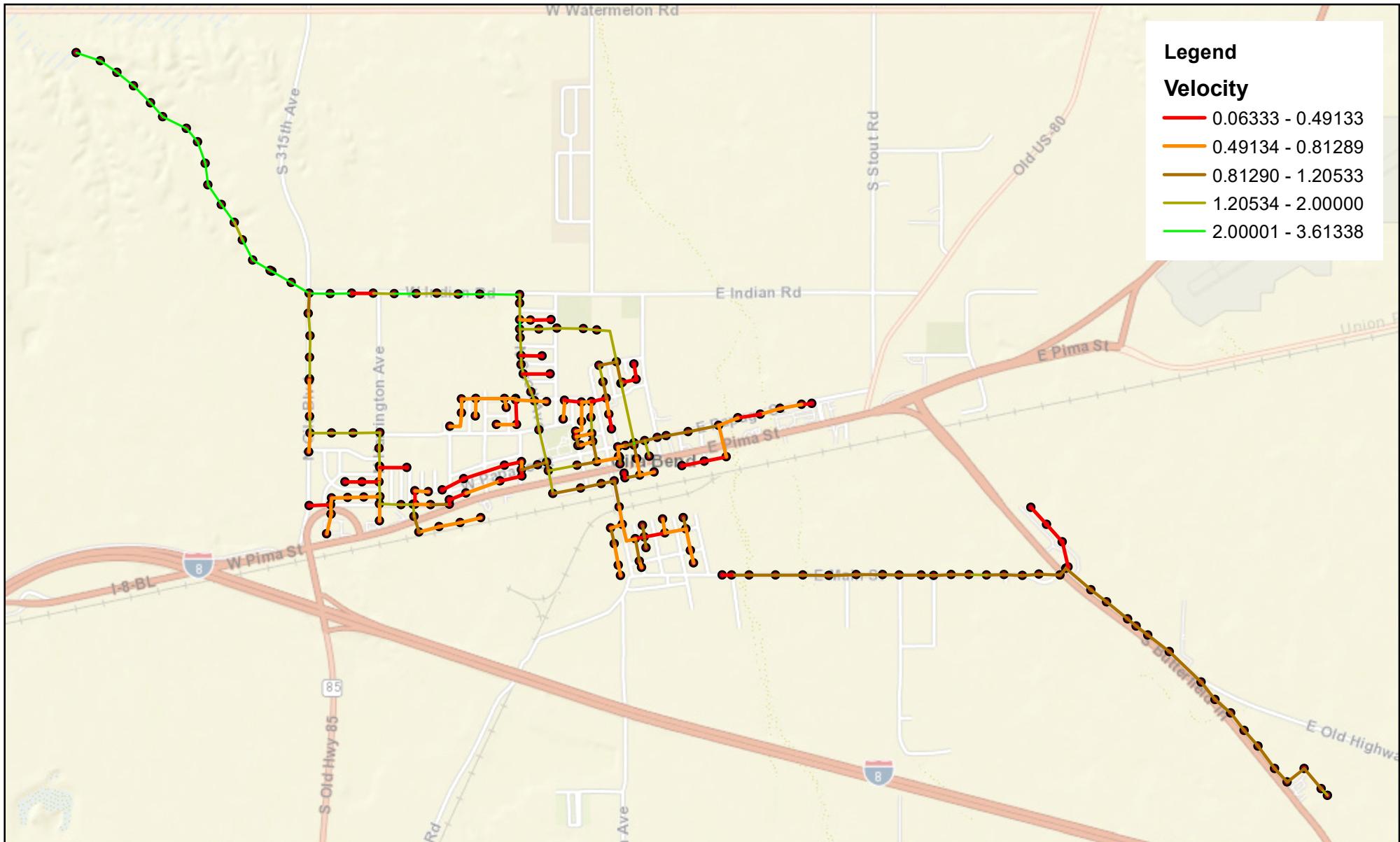
Project No. 12591291  
 Revision No. -  
 Date 5/5/2023

**FIGURE 8**

# Appendix B

## Future system results

This Technical Memorandum is provided as an interim output under our agreement with Town of Gila Bend. It is provided to foster discussion in relation to technical matters associated with the project and should not be relied upon in any way.



Paper Size ANSI A  
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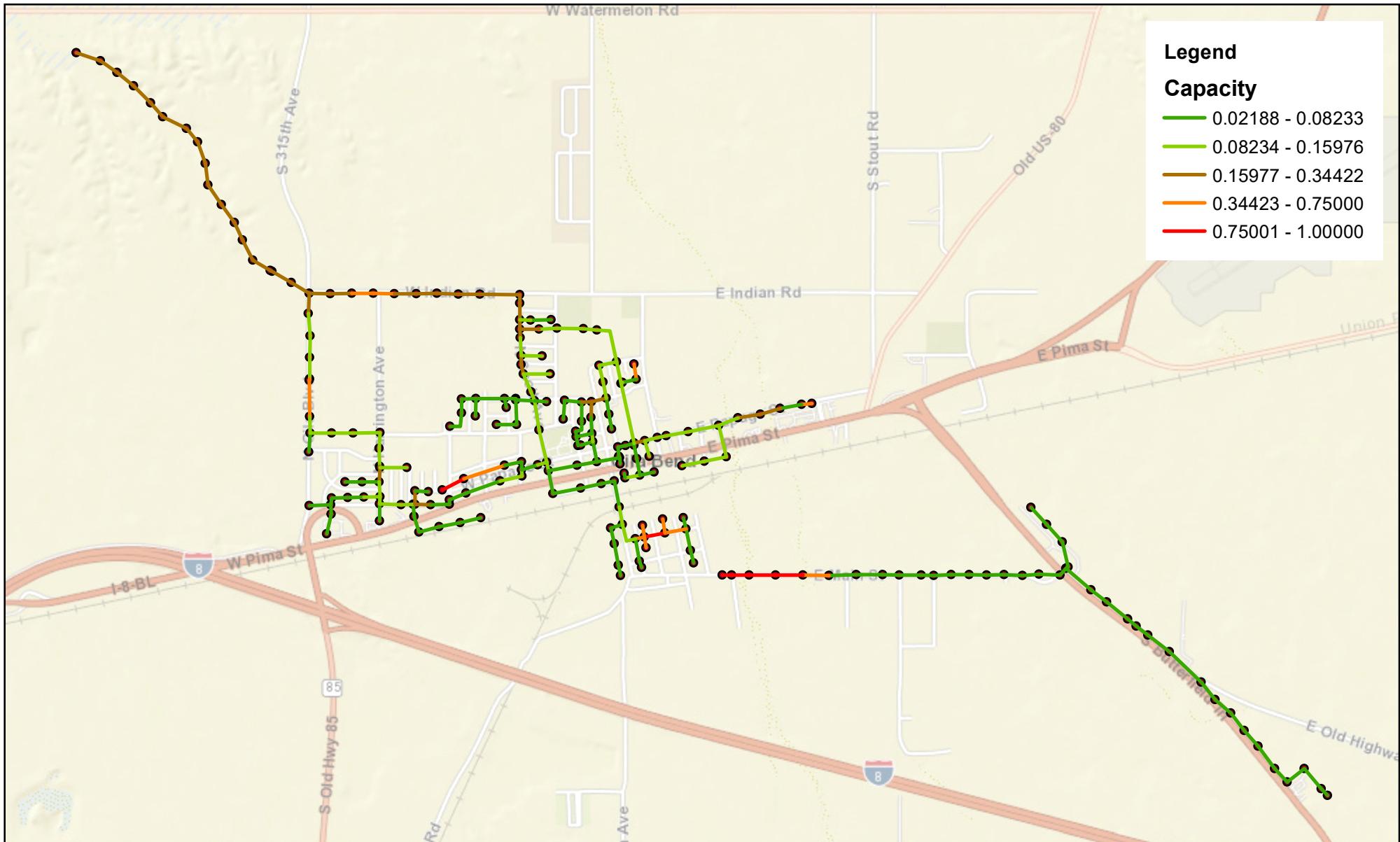
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TOWN OF GILA BEND  
**5 YEAR DRY WEATHER ADD  
 PIPELINE  
 VELOCITY**

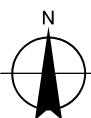
Project No. 12591291  
 Revision No. -  
 Date 5/5/2023

**FIGURE 9**



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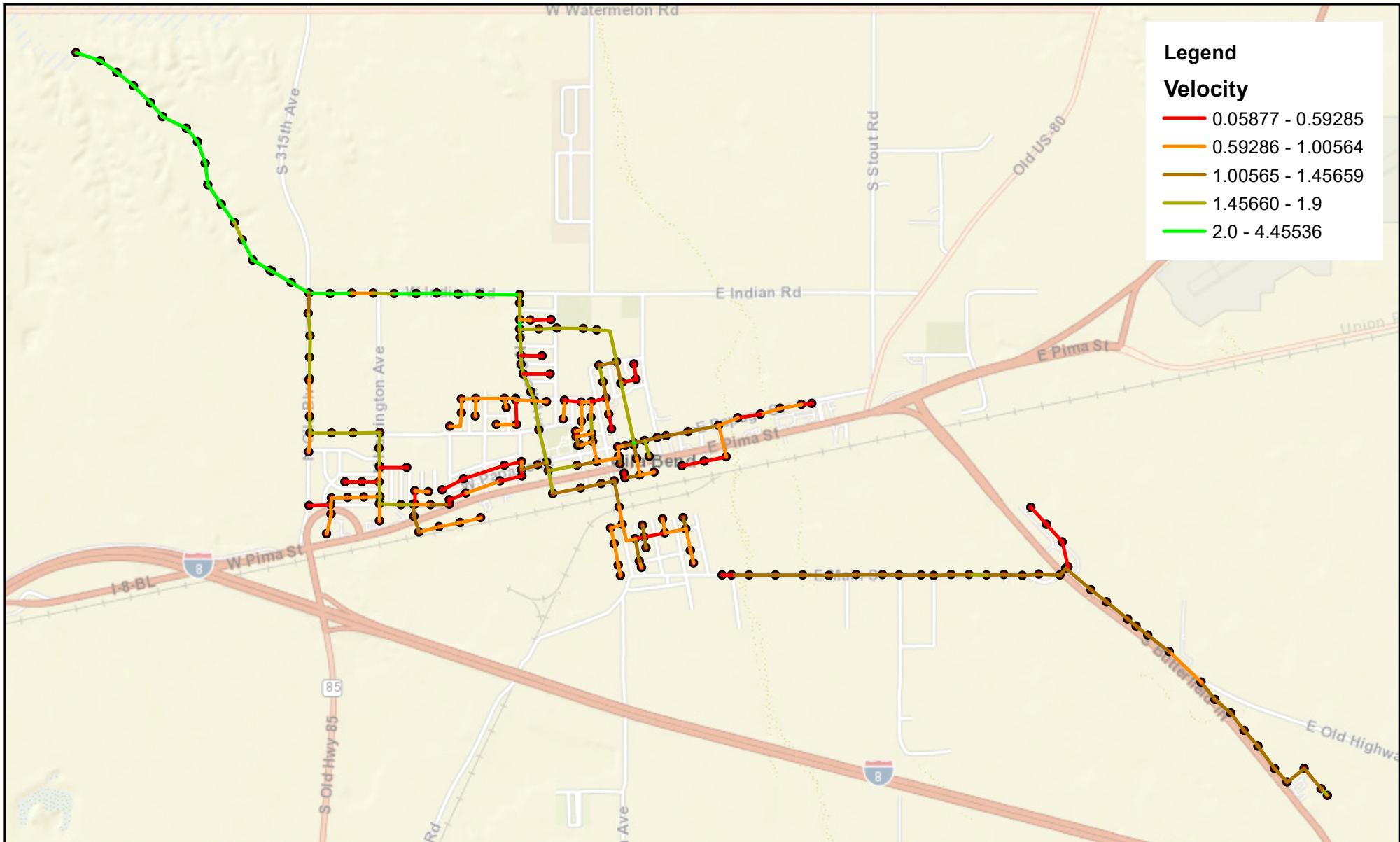
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 Grid: WGS 1984 Web Mercator Auxiliary Sphere



TOWN OF GILA BEND  
**5 YEAR DRY WEATHER ADD  
 PIPELINE CAPACITY  
 PERCENT FULL**

Project No. 12591291  
 Revision No. -  
 Date 5/5/2023

**FIGURE 10**



Paper Size ANSI A  
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 Miles

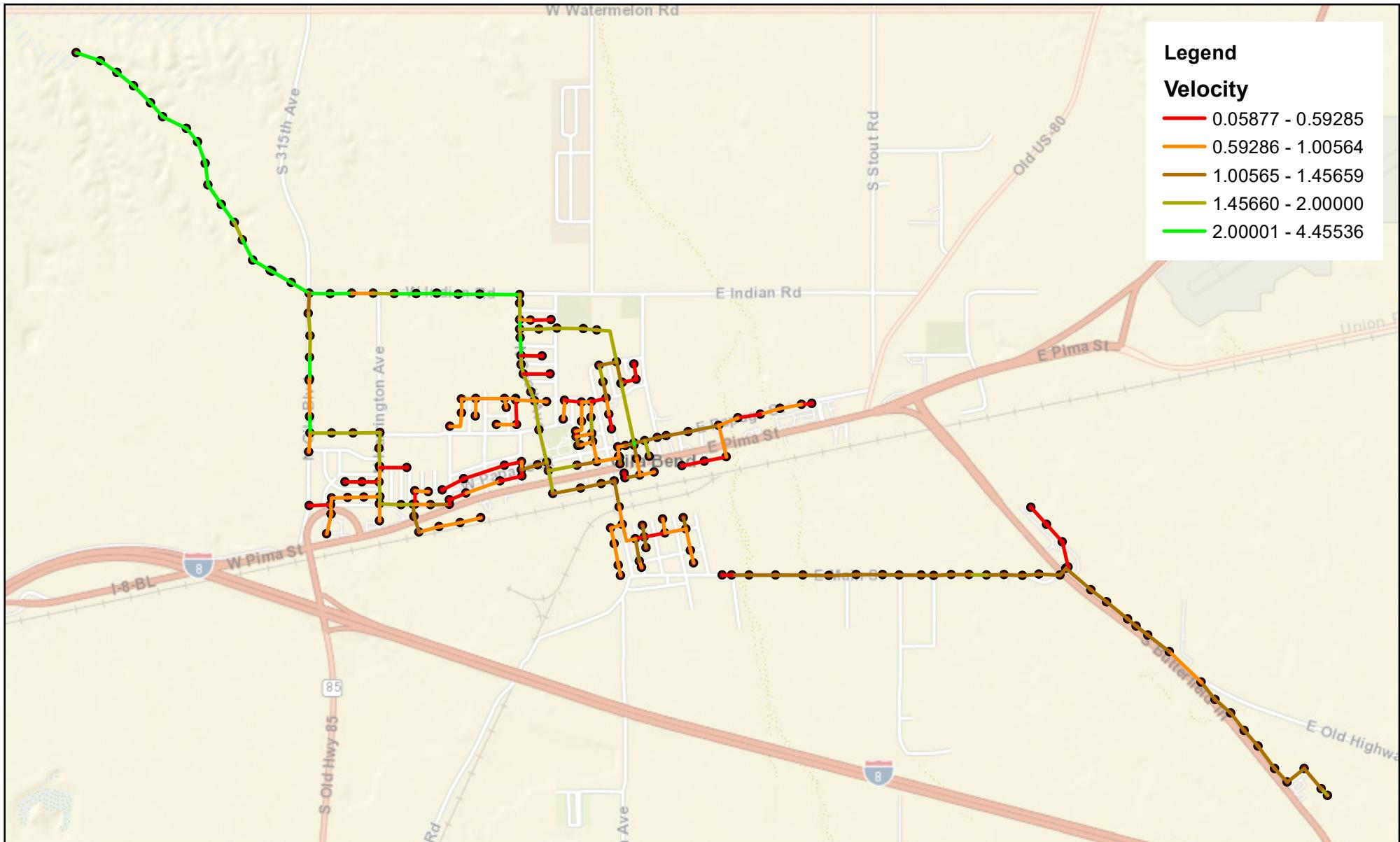
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 Horizontal Datum: WGS 1984  
 Grid: WGS 1984 Web Mercator Auxiliary Sphere



TOWN OF GILA BEND  
**5 YEAR WET WEATHER PHD  
 PIPELINE  
 VELOCITY**

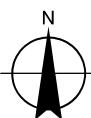
Project No. 12591291  
 Revision No. -  
 Date 5/5/2023

**FIGURE 11**



Paper Size ANSI A  
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 Miles

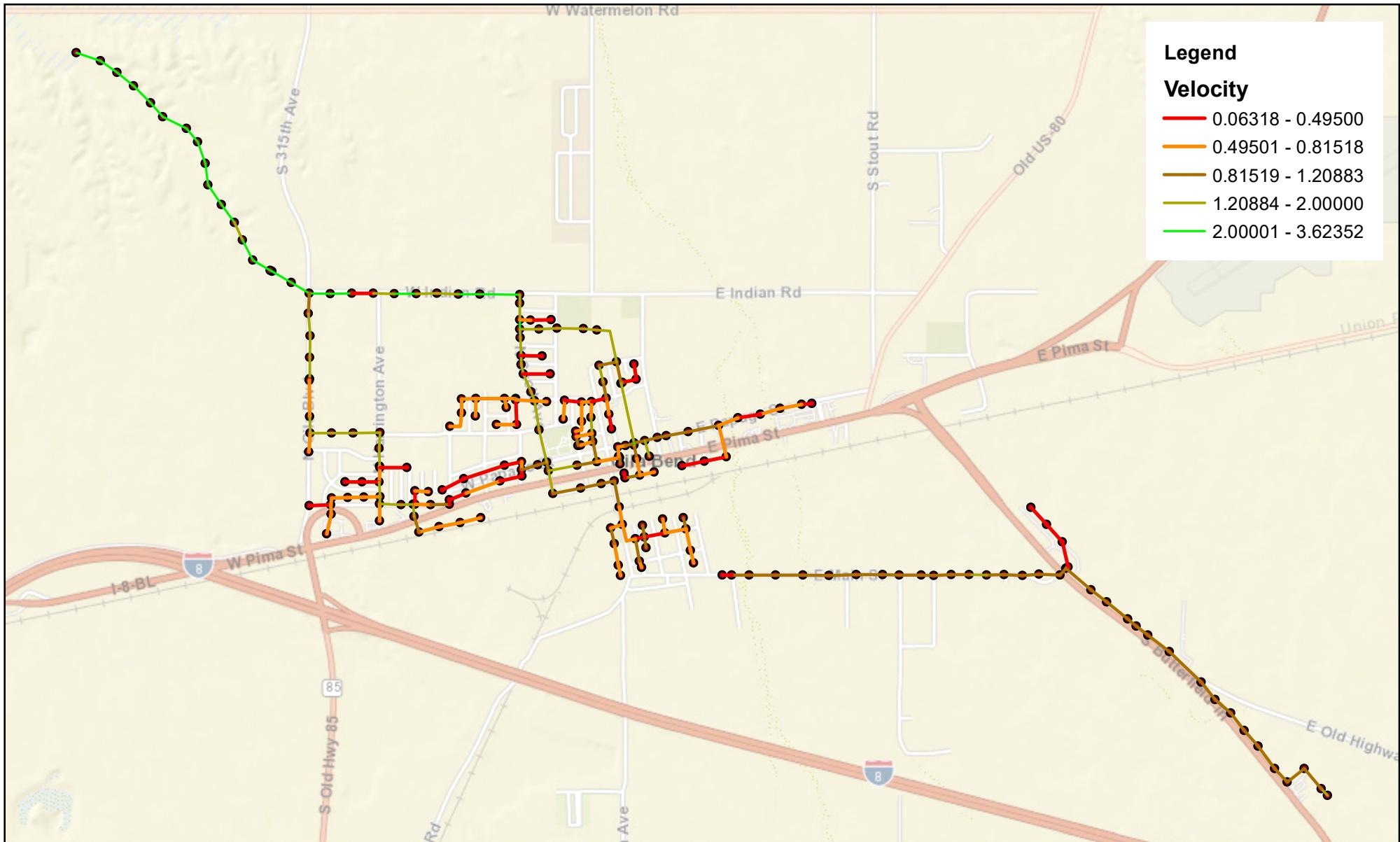
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 Grid: WGS 1984 Web Mercator Auxiliary Sphere



TOWN OF GILA BEND  
**5 YEAR WET WEATHER PHD  
 PIPELINE  
 VELOCITY**

Project No. 12591291  
 Revision No. -  
 Date 5/5/2023

**FIGURE 11**



Paper Size ANSI A  
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 Miles

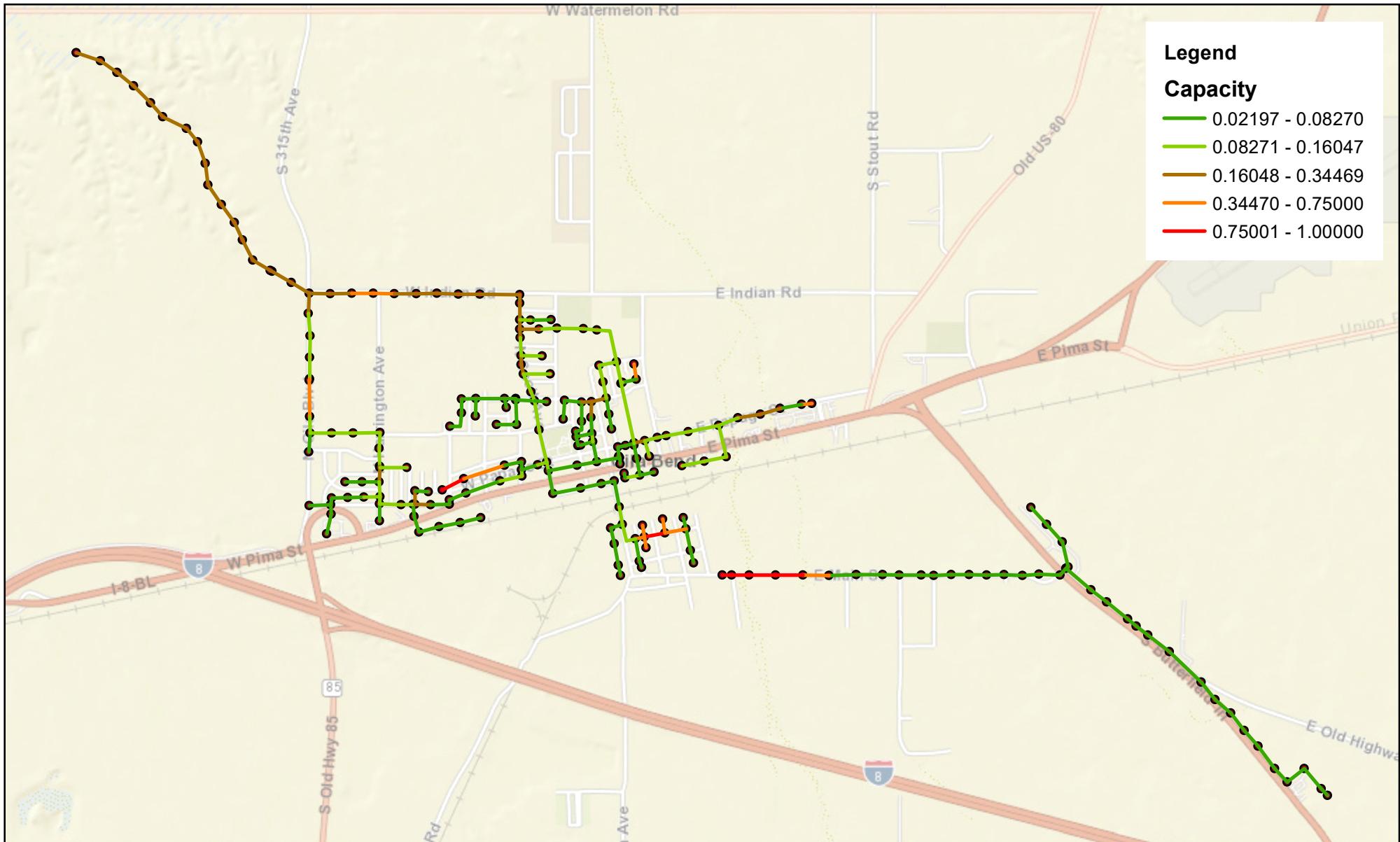
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 Grid: WGS 1984 Web Mercator Auxiliary Sphere



TOWN OF GILA BEND  
**10 YEAR DRY WEATHER ADD  
 PIPELINE  
 VELOCITY**

Project No. 12591291  
 Revision No. -  
 Date 5/5/2023

**FIGURE 13**



Paper Size ANSI A  
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 Miles

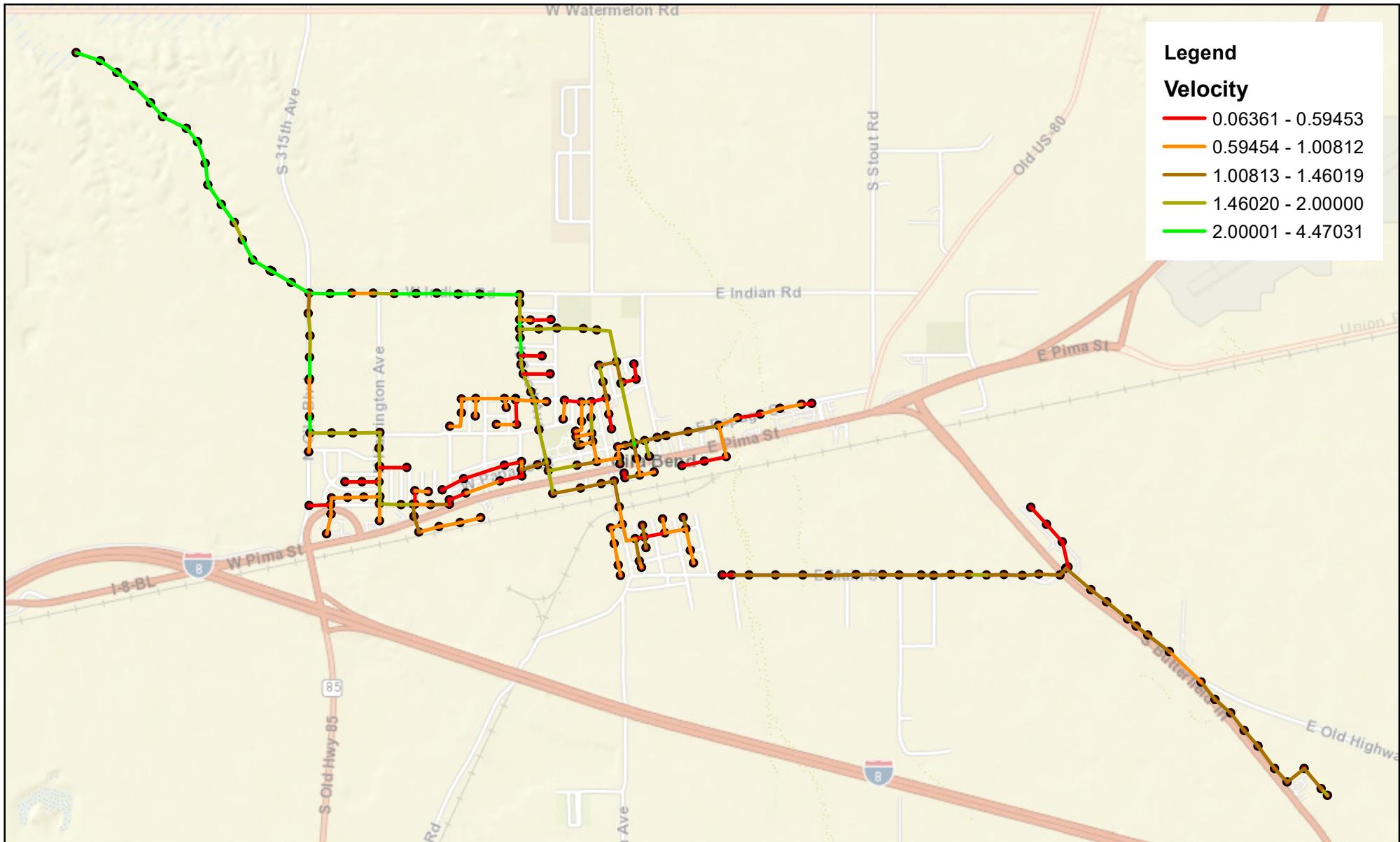
Map Projection: Mercator Auxiliary Sphere  
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 Grid: WGS 1984 Web Mercator Auxiliary Sphere



TOWN OF GILA BEND  
**10 YEAR DRY WEATHER ADD  
 PIPELINE CAPACITY  
 PERCENT FULL**

Project No. 12591291  
 Revision No. -  
 Date 5/5/2023

**FIGURE 14**



Paper Size ANSI A  
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 Miles

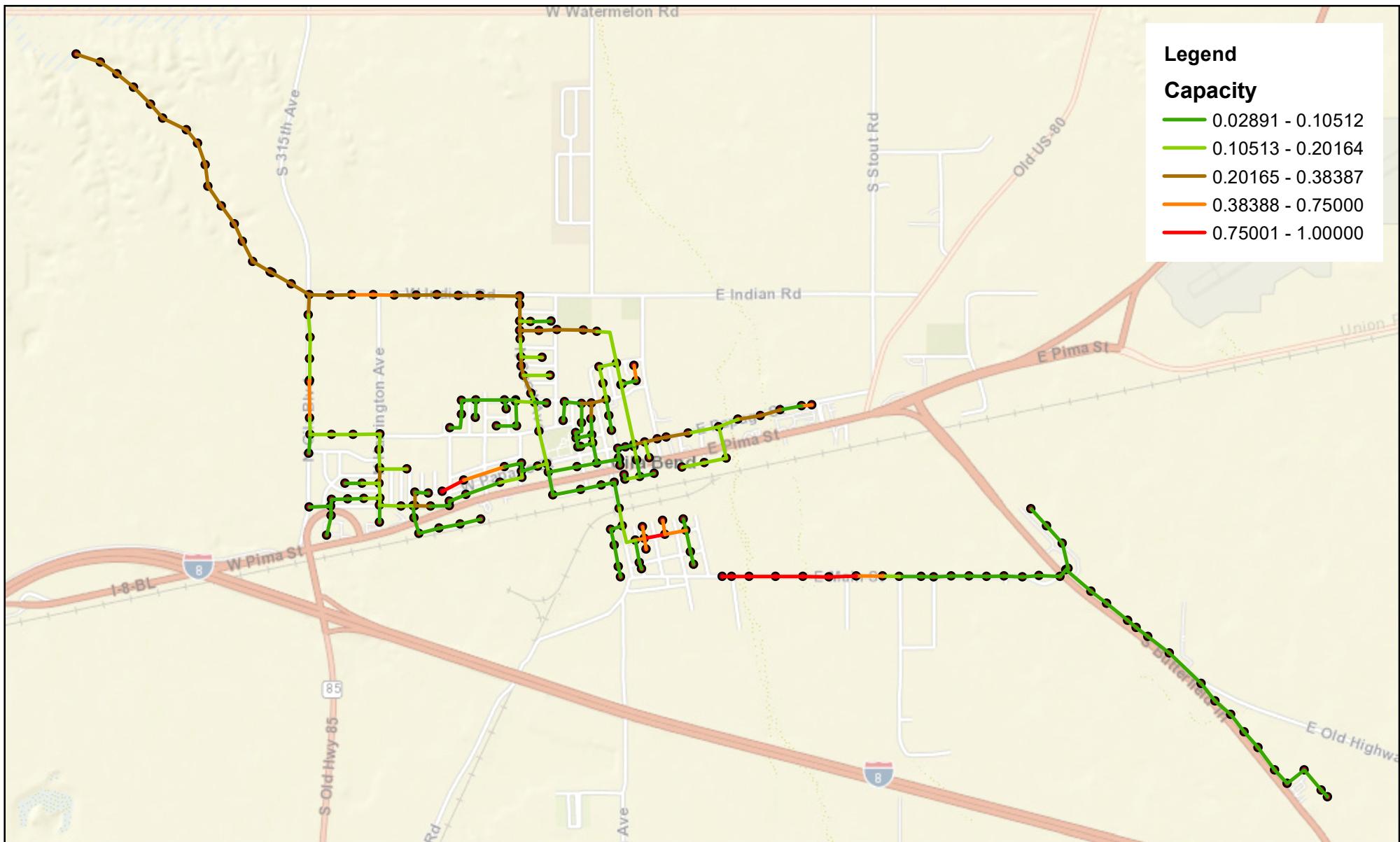
Map Projection: Mercator Auxiliary Sphere  
 Horizontal Datum: WGS 1984  
 Grid: WGS 1984 Web Mercator Auxiliary Sphere



TOWN OF GILA BEND  
**10 YEAR WET WEATHER PHD  
 PIPELINE  
 VELOCITY**

Project No. 12591291  
 Revision No. -  
 Date 5/5/2023

**FIGURE 15**



Paper Size ANSI A  
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 Miles

Map Projection: Mercator Auxiliary Sphere  
 Horizontal Datum: WGS 1984  
 Grid: WGS 1984 Web Mercator Auxiliary Sphere



TOWN OF GILA BEND  
**10 YEAR WET WEATHER PHD  
 PIPELINE CAPACITY  
 PERCENT FULL**

Project No. 12591291  
 Revision No. -  
 Date 5/5/2023

**FIGURE 16**

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## NOTICE OF A PUBLIC MEETING

---

GILA BEND TOWN COUNCIL

Tuesday April 23, 2024; 5:30pm

Gila Bend Unified School District Media Center

308 North Martin Avenue

### Minutes

Pursuant to A.R.S. § 38-431.02, notice is hereby given that the TOWN COUNCIL will hold a Council work session on Tuesday April 23, 2024, beginning at 5:30 p.m., in the Gila Bend Unified School District Media Center located at 308 N Martin Avenue, Gila Bend, Arizona. Doors open to the Council meeting room at 5:15pm for public seating. A copy of the final agenda will be available twenty-four hours prior to the meeting in the Town Clerk's Office, 644 West Pima, Gila Bend, AZ 85337.

I. **CALL TO ORDER** meeting called to order at 5:33 pm

II. **ROLL CALL**

Mayor Tommy Sikes

Councilmember Chris Riggs **Absent**

Vice-Mayor James Turner

Councilmember Scott Swanson

Councilmember Fernando Fernandez **Absent**

Councilmember Donny Young **Absent**

Councilmember Clyde Kreeger

III. **WORK SESSION** (the Council cannot act on any of these subjects as they are on the agenda for **discussion only**)

A. Permit Process: Mayor and Town Council may discuss the permit process and provide feedback to staff. **Discussion only**

**Councilmember Scott Swanson noted that Council had requested a representative from Brown and Associates be present for this work session. Vice-Mayor James Turner also wanted to have Logan Simpson present as well.**

**Town Manager Katherine Valenzuela informed Council that staff is looking to get their feedback now along with questions and concerns to relay them and this is seen as a part one to the discussion. Brown and Associates will then come out to address these concerns.**

**Vice-Mayor James Turner spoke about the feedback he receives from residents trying to get things done and he is not hearing good things. Residents are not understanding why it is so hard to get things done and why is there an attitude coming from the inspector. When they go to do inspections for gas and electric it should just be for those items.**

**Councilmember Swanson would like to hear specific examples and Town Attorney Allen Quist advised Council not to provide specific examples as they are not agendized specific properties and if permits are in process there could be legal issues best for e-session.**

**Councilmember Scott Swanson would like to do that as Council needs to hear specific examples. Vice-Mayor James Turner wants to hear why it is so difficult.**

**Mayor Tommy Sikes spoke about the issue of not even being able to get a permit as the inspector visits the job site and sees something else wrong and will not issue the permit.**

**Town Attorney Allen Quist informed Council that this is a common situation in communities with a lot of code violations due to a lot of older properties that have been around forever, record keeping issues and ambiguity of the zoning code.**

**Discussion would have regarding permit violations and a potential need for a formal decision-making process.**

**Councilmember Scott Swanson spoke about a hypothetical example regarding his property and buildings that would have existed on his property prior to the current owner and can the building official choose not to issue a permit? Mayor Tommy Sikes confirmed that is what is happening to other people. Vice-Mayor James Turner spoke about Variances and a resident that has a home that's been there since the 40's-50s and the permit cannot be issued for an electrical panel because he needs to get a variance for the location of the fence. Vice-Mayor Turner also spoke about a grandfather in clause in the code.**

**Town Attorney Allen Quist spoke about state law regarding non-conforming uses which is similar to grandfathered in. This use determines it had to be legal at the time and code has changed since then. Discussion continued regarding town code and the building official's role. Councilmember Clyde Kreeger speaks about his experience with permitting existing structures in California.**

**Discussion was held about the many complaints that Mayor Sikes and Vice-Mayor Turner receive regarding the permitting process and the need for an actual formal process. Vice-Mayor Turner spoke about Variances and how every house in Gila Bend will end up having to get a Variance based on the current requirements and pay more money.**

**Discussion was held regarding the permitting inspection process needs to be narrowed down to just the actual need for the permit unless it is a health and safety issue.**

**Vice-Mayor James Turner spoke about the reported rudeness of the Building Official and Mayor Tommy Sikes spoke about the comment made about straightening the Town out. Councilmember Scott Swanson spoke about this being at the discretion of the Town and he had a similar experience with his inspector being very rude.**

**Town Attorney Allen Quist spoke about the difficulties of being an inspector and code enforcement officer as they are there to enforce a code which is not very welcomed by residents.**

**Town Manager Katherine Valenzuela inquired if Council was ok with exploring utilizing Willdan for residential permits and Brown and Associates for industrial projects.**

**Council agreed if this would be better. Councilmember Swanson inquired about the permit process and if the companies can form a permitting process. Discussion continued on the information on the website and what projects need a permit.**

**Town Manager Katherine Valenzuela asked if Council would like to speak more about this in Executive Session and Town Attorney Allen Quist suggested starting with the open meeting process and if there are specific cases that need to be address it can be done in e-session.**

IV. **ADJOURNMENT**

**Vice-Mayor James Turner moved to adjourn the Work Session at 5:58 pm**

**Second by Councilmember Clyde Kreeger**

**For:                    Mayor Tommy Sikes, Vice-Mayor James Turner and Councilmember  
                          Clyde Kreeger**

**Against:            0**

**Abstain:            0**

**Absent:             Councilmember Scott Swanson**

---

Tommy Sikes, Mayor

ATTEST:

---

Beth Sanchez  
Town Clerk

**CERTIFICATION:**

I hereby certify that the foregoing minutes are a true and correct copy of the Work Session held on April 23, 2024 and that the meeting was duly called and posted and that a quorum was present.

---

Beth Sanchez  
Town Clerk

**This agenda posted no later than 24 hours prior to the meeting at the following locations:**

**Town Website: [www.gilabendaz.org](http://www.gilabendaz.org)**

**Gila Bend Post Office bulletin board: 109 W Papago**

**Gila Bend Town Hall lobby: 644 W Pima**

**Community Center lobby: 202 N Euclid**

NOTICE OF A PUBLIC MEETING

---

GILA BEND TOWN COUNCIL

**Tuesday April 23, 2024; 6:00pm**

**Gila Bend Unified School District Media Center**  
**308 North Martin Avenue**

**Minutes**

**I. CALL TO ORDER**

Call to Order **meeting called to order at 6:00 pm**

Pledge of Allegiance **led by Mayor Tommy Sikes**

Invocation **given by Councilmember Clyde Kreeger**

**II. ROLL CALL**

Mayor Tommy Sikes

Councilmember Chris Riggs **Absent**

Vice Mayor James Turner

Councilmember Scott Swanson

Councilmember Fernando Fernandez **Absent**

Councilmember Donny Young **Absent**

Councilmember Clyde Kreeger

**III. Call to the Public:** (The procedures to follow if you address the Council are: Council requests that you express your ideas in three minutes or less and refrain from any personal attacks or derogatory statements about any individual. The Mayor will limit discussion whenever he deems such an action appropriate to the proper conduct of the meeting. At the conclusion of an open call to the public, individual members of the Council may respond to criticism made by those who have addressed the Council, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take legal action on any matters during an open call to the public unless the matters are properly noticed for discussion and legal action.)

**No Call to the Public**

**IV. Presentation:** Town Attorney Allen Quist will provide Mayor and Council with an overview of the responsibilities and duties while acting as Board of Adjustment.

**Town Attorney Allen Quist informed Mayor and Council that the presentation may be a longer presentation and Council can move this to the end of the agenda if they would like.**

**Councilmember Scott Swanson moved to move this item to the end of the agenda**

**Second by Councilmember Clyde Kreeger**

**Motion to move the presentation to the end of the agenda passed (4-0)**

**For:** **Mayor Tommy Sikes, Vice-Mayor James Turner, Councilmembers Clyde Kreeger and Scott Swanson**

**Against:** **0**

**Abstain:** **0**

**Absent:** **Councilmembers Fernando Fernandez, Chris Riggs and Donny Young**

**Town Attorney Allen Quist presented Council with an overview of the responsibilities and duties of the Board of Adjustment. Town Attorney Allen Quist spoke about the powers of the BOA which are to hear Variances and zoning code interpretation request which happen far less often. Councilmember Scott Swanson asked if there would be a land use attorney present at these types of hearings and Town Attorney Allen Quist confirmed that they would have legal advice on how the zoning code may be interpreted. The BOA is not a legislative body but rather a Quasi-judicial and is there to interpret and**

apply the zoning code and BOA agreement with the zoning code is irrelevant. Decisions by the BOA can be appealed by the Superior Court. The BOA must focus on the fair and impartial application of the law. Councilmember Scott Swanson asked about the voting requirements which Town Attorney Allen Quist confirmed that it would be the same voting system. Vice-Mayor James Turner asked if the process has changed in the last few years and if it is now different? Town Attorney Allen Quist found that it has been pretty much the same over the years and this way is not uncommon.

The Variance criteria is very important to follow to ensure the integrity of the zoning code. Councilmember Scott Swanson asked if these matters go to P&Z for recommendation, which Town Attorney Allen Quist responded that it does not; these matters go right to the BOA.

Criteria for Variances include special circumstances relating to the property topography, size, shape, location, or surroundings that do not apply to other properties. The special circumstances must not be self-imposed. Councilmember Scott Swanson asked if the criteria will be provided to Council beforehand as this is a lot of responsibility for untrained people. Town Attorney Allen Quist agreed and staff will put together the information and background and a recommendation. Vice-Mayor James Turner inquired if these matters go before the planning and zoning commission before they come to Council. Town Attorney Allen Quist responded that they do not as the P&Z Commission function is different as they are more of an advisory body on zoning legislative type matters where they provide advice or recommendations to Council. The BOA is making quasi-judicial determinations on Variances and the interpretation of the code. If Council decides they would like to form a separate BOA this is something that can be done. Town Manager Katherine Valenzuela asked if a hearing officer could be utilized, and Town Attorney Allen Quist would need to look into this.

V. **CONSENT AGENDA** (all items subject to approval by a single motion; any Councilmember may require any of these items to be voted on separately).

A. **Approval of Council Meeting Minutes:** The Mayor and Town Council may discuss and possibly take action on the approval of the April 9, 2024 regular council meeting minutes. **Discussion and possible action**

B. **Payment of Claims:** The Mayor and Town Council may discuss and possibly take action to ratify claims in the amount of \$64,545.02 and approve claims in the amount of \$29,953.98 for the period of April 3, 2024 through April 16, 2024. **Discussion and possible action**

**Vice-Mayor James Turner moved to approve the Consent Agenda**

**Second by Councilmember Clyde Kreeger**

**Councilmember Scott Swanson spoke about vendors and insurance audits and the need to look into if the Town is a certificate holder of these policies.**

**With no further discussion Mayor Tommy Sikes called for the vote**

**Motion to approve the Consent Agenda passed (4-0)**

**For:** Mayor Tommy Sikes, Vice-Mayor James Turner, Councilmembers Clyde Kreeger and Scott Swanson

**Against:** 0

**Abstain:** 0

**Absent:** Councilmembers Fernando Fernandez, Chris Riggs and Donny Young

VI. **NEW BUSINESS-** Discussion and possible action on the following items:

A. **Liquor License Approval:** Mayor and Town Council may discuss and take action on a recommendation of approval/disapproval to the Arizona Department of Liquor Licenses and Control for a Series 9 Liquor Store license application submitted by Arif Samnani for

Mercado De Amigos at 304 W Pima St. **Discussion and action**

**Mayor Tommy Sikes opens the item up for public comment**

**No public comment**

**Vice-Mayor James Turner moved to approve the recommendation of approval to the Arizona Department of Liquor Licenses and Control**

**Second by Councilmember Clyde Kreeger**

**Councilmember Scott Swanson asked how many series 9 Liquor licenses we have in the Town of Gila Bend of which the Town Clerk will look into and report back.**

**Town Attorney Allen Quist informed Council that the action is not actually to approve the liquor license but to approve a recommendation for the approval to the Arizona Department of Liquor Licenses and Control**

**With no further discussion Mayor Tommy Sikes called for the vote**

**Motion to approve the recommendation for approval to the Arizona Department of Liquor Licenses and Control of the series 9 liquor license passed (4-0)**

**For: Mayor Tommy Sikes, Vice-Mayor James Turner, Councilmembers Clyde Kreeger and Scott Swanson**

**Against: 0**

**Abstain: 0**

**Absent: Councilmembers Fernando Fernandez, Chris Riggs and Donny Young**

B. **Logan Simpson Contract Amendment:** Mayor and Town Council may discuss and possibly take action to waive bidding requirements, pursuant to Title 3, Chapter 38, Section 38.08 "Selection of Supplier", to approve a General Plan Update contract amendment to include Zoning Code and Town Code Updates between the Town of Gila Bend and Logan Simpson for FY24 through FY25 in the amount of \$111,624. **Discussion and possible action**

**Mayor Tommy Sikes tabled this item to the next meeting**

C. **Request for Proposals:** Mayor and Town Council may discuss and possibly take action to approve the release of Request for Proposals for a Gatlin Cultural and Natural Resource Park, Public Facilities Design, and Development Plan from qualified Landscape Architecture firms. **Discussion and possible action**

**Vice-Mayor James Turner moved to approve the Request for Proposals**

**Second by Councilmember Clyde Kreeger**

**Vice-Mayor James Turner asked about the price that the Town is paying and if it is for the design and not actual work. Parks and Recreation Manager Pat Riggs informed Council that the \$40,000 is coming from the \$500,000 Grant that the Town has already received and this was already set aside in the budget for landscaping.**

**With no further discussion Mayor Tommy Sikes called for the vote**

**Motion to approve the Request for Proposals passed (4-0)**

**For: Mayor Tommy Sikes, Vice-Mayor James Turner, Councilmembers Clyde Kreeger and Scott Swanson**

**Against: 0**

**Abstain: 0**

**Absent: Councilmembers Fernando Fernandez, Chris Riggs and Donny Young**

D. **Abatement Authorization:** Mayor and Town Council may discuss and possibly take action to authorize Town Attorney and Town Manager to take all necessary action to abate the public nuisance conditions and code violations on the property located at 515 E Pima Street, Gila Bend, AZ 85337, up to and including pursuing legal action in Superior Court, utilizing appropriate resources to remedy the violations and filing liens. **Discussion and action**

**Vice-Mayor James Turner moved to approve the abatement authorization of the public nuisance conditions and code violations on the property located at 515 E Pima**

Street

Second by Councilmember Scott Swanson

Town Attorney Allen Quist added that the intent is to pursue this under the current flat fee but there may have additional costs such as filing costs

Motion to approve the Abatement Authorization passed (4-0)

For: Mayor Tommy Sikes, Vice-Mayor James Turner, Councilmembers Clyde Kreeger and Scott Swanson

Against: 0

Abstain: 0

Absent: Councilmembers Fernando Fernandez, Chris Riggs and Donny Young

VII. **MCSO REPORT** (This is the time MCSO may present a brief summary on MCSO crime statistics, data, and cases. The Council may not propose, discuss, deliberate, or take any legal action on the information presented)

**MCSO Report moved to follow the Consent Agenda**

**Lt. Chris Scott gives his report- 72 calls for service, there was an aggravated assault of someone being kicked in the head with a steal toe boot, there was also an aircraft crash with a fatality, and one seriously injured but has made a recovery. Lt. Scott is moving forward with ramping up traffic enforcement.**

VIII. **FIRE CHIEF REPORT** (This is the time the Gila Bend Fire Chief may present a brief summary on fire statistics, data, and incidents. The Council may not propose, discuss, deliberate or take any legal action on the information presented.)

**No Report**

IX. **MAYOR AND COUNCIL MEMBER'S REPORT ON CURRENT EVENTS** (This is the time Councilmember's may present a brief summary on current events. The Council may not propose, discuss, deliberate or take any legal action on the information presented except that an individual Councilmember may ask that an item be placed on a future agenda.)

**Mayor Tommy Sikes gave his condolences to Fire Chief Arelia Henry as her Father-in-law passed**

**Councilmember Scott Swanson reported on the permitting requirements of fences based on the website information which needs to be updated**

X. **TOWN MANAGER REPORT** (This is the time the Town Manager may present a brief summary on current events. The Council may not propose, discuss, deliberate, or take any legal action on the information presented except that an individual Councilmember may ask that an item be placed on a future agenda.)

**Town Manager Katherine Valenzuela spoke about the State Legislature is still tied up and has not finalized the State budget and the state may take back HERF money. We will go ahead and start scheduling work sessions for the budget. On May 14<sup>th</sup> there will be a sewer study update coming as requested by Councilmember Swanson and Town Manager Katherine Valenzuela is working on getting Animal Control and the Fire District slated for end of May or early June. The Sister City agreement was completed, and they are looking at a September signing. There have been a number of inquiries into Town regarding new development and that was the urgency regarding the Logan Simpson contract to ensure the General Plan aligns with the Town Code and Zoning Ordinances in order to move forward with framework that is consistent and compliant with State laws. This will also enable us to develop in an efficient manner with the best interests of the Town as well as the health and safety of residents at heart.**

XI. **FUTURE AGENDA ITEMS** (This is the time Councilmembers may request items be placed on future agendas. Requests for future agenda items that are supported by at least 3 Councilmembers shall be added to future agendas. No discussion or voting shall occur on future agenda items.

**No Future Agenda Items**

XII. **ADJOURNMENT**

**Vice-Mayor James Turner moved to adjourn the meeting at 6:42 pm**

**Second by Councilmember Clyde Kreeger**

**Motion to adjourn the meeting at 6:42 pm passed (4-0)**

**For:** Mayor Tommy Sikes, Vice-Mayor James Turner, Councilmembers Clyde Kreeger and Scott Swanson

**Against:** 0

**Abstain:** 0

**Absent:** Councilmembers Fernando Fernandez, Chris Riggs, and Donny Young

---

Tommy Sikes, Mayor

ATTEST:

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Beth Sanchez  
Town Clerk

**CERTIFICATION:**

I hereby certify that the foregoing minutes are a true and correct copy of the Council Meeting held on April 23, 2024 and that the meeting was duly called and posted and that a quorum was present.

---

Beth Sanchez  
Town Clerk

**This agenda posted no later than 24 hours prior to the meeting at the following locations:**

**Town Website:** [www.gilabendaz.org](http://www.gilabendaz.org)

**Gila Bend Post Office bulletin board:** 109 W Papago

**Gila Bend Town Hall lobby:** 644 W Pima

**Community Center lobby:** 202 N Euclid



## Finance Department

### EXPLANATION OF RELEASED CHECKS ON MAY 14, 2024

#### GENERAL LEDGER ACCOUNT NUMBERS per FUND

General Fund Department Account Numbers Always begin is a 10 in the first two of the seven GL line numbers. These Departments are funded through the General Fund Revenue the Town of Gila Bend Receives. Examples of General Fund Revenue includes taxes, licensing/permitting, intergovernmental revenues, charges for services, contracts or agree General Fund Department include the following:

Mayor and Town Council	10-41-XXX
Court and Legal	10-42-XXX
Town Clerk	10-43-XXX
Finance	10-44-XXX
Police/MCSO	10-54-XXX
Public Works	10-60-XXX
Community Development	10-62-XXX
Airport	10-64-XXX
Sanitation	10-69-XXX
Parks	10-84-XXX
Recreation	10-86-XXX

#### Special Funds

Special Funds (S.F.) Departments are restricted by law or contractual agreement for a specific project/department. S.F. Receive some to all funding from other sources than General Fund (G.F.) Expenses above the funding source amount must be covered by the G.F. through General Fund Transfers. Special Fund Departments include the Following:

Fire	11-55-XXX
Streets	21-61-XXX
Area Agency for Aging-Congregate Meals	24-70-XXX
Area Agency for Aging- Home delivery meals	24-71-XXX
Area Agency for Aging-MCO Facility	24-73-XXX
Area Agency for Aging-Transportation	24-74-XXX
Maricopa County CAP Program	24-76-XXX
1 <sup>st</sup> Thing 1 <sup>st</sup>	25-71-XXX
EMS/Ambulance	32-57-XXX

#### Enterprise Funds

An Enterprise Fund is a self-supporting government fund that sells goods and services to the public for a fee. The Town of Gila Bend has two Enterprise Departments listed below:

Water	50-52-XXX
Waste Water	50-62-XXX

\*All 10-22-XXX GL line items are for employee liability, which include payroll taxes and employee insurances



## Finance Department

## EXPLANATION OF RELEASED CHECKS ON MAY 14, 2024

**TOTAL: \$201622.82**

TOWN OF GILA BEND

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### Report Criteria:

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
71648 04/24	04/30/2024	71648	1681	A.M.R.R.P. WC ADMIN FUND	1ST QRTR202	10-22785	10,396.23	10,396.23

04/24	04/30/2024	71650	2201	ARIZONA CORRECTIONAL IND	517958	10-43-610	482.90	482.90	5000 TOWN OF GILA BEND WINDOW ENVELOPES
04/24	04/30/2024	71650	2201	ARIZONA CORRECTIONAL IND	517958	10-43-610	625.00	625.00	5000 UTILITY BILLS FORMS
04/24	04/30/2024	71650	2201	ARIZONA CORRECTIONAL IND	517958	10-43-610	95.28	95.28	TAX
04/24	04/30/2024	71650	2201	ARIZONA CORRECTIONAL IND	517958	10-43-610	69.52	69.52	SHIPPING AND FREIGHT
Total 71650:						1,272.70			

11	24	04/30/2024	71651	2377	ARIZONA PUBLIC SERVICE	.APRIL24	21-61-620	74.68	74.68	ELECTRCITY 1500 E HWY 85 ARENA
			71651	2377	ARIZONA PUBLIC SERVICE	04/2024	25-71-400	176.69	176.69	ELECTRCITY FOR - 205 E PIMA ST
			71651	2377	ARIZONA PUBLIC SERVICE	2024APRIL	50-62-620	3,602.04	3,602.04	ELECTRCITY FOR - 1901 W WATERMELON RD
			71651	2377	ARIZONA PUBLIC SERVICE	24APRIL	10-46-620	42.07	42.07	ELECTRCITY FOR - 109 E PIMA ST MG AP
			71651	2377	ARIZONA PUBLIC SERVICE	4/2024	50-52-620	9,374.09	9,374.09	ELECTRCITY FOR - 60410 S 291 AVE
			71651	2377	ARIZONA PUBLIC SERVICE	APRIL 24	50-52-620	6.36	6.36	ELECTRCITY 61200 S 291 AVE COMM
			71651	2377	ARIZONA PUBLIC SERVICE	APRIL 24	21-61-620	5,715.69	5,715.69	ELECTRCITY FOR - 200 N EUCLID AVE ST LIGHTS
			71651	2377	ARIZONA PUBLIC SERVICE	APRIL2024	25-71-400	388.24	388.24	ELECTRCITY FOR - 303 E PIMA ST
			71651	2377	ARIZONA PUBLIC SERVICE	APRIL24	10-84-620	159.72	159.72	ELECTRCITY FOR - 400 S MARTIN AVE PARK
			71651	2377	ARIZONA PUBLIC SERVICE	APRIL24	50-52-620	5,692.44	5,692.44	ELECTRCITY 61300 S 291 WELL #7
			71651	2377	ARIZONA PUBLIC SERVICE	MARCH2024.	21-61-620	29.86	29.86	ELECTRCITY FOR - 122 E PIMA ST
Total 71651:								25,261.88		

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
<b>71652</b>								
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85257711-2	32-57-360	127.90	127.90
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85257711-2	32-57-360	18.45	18.45
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85257711-2	32-57-360	18.45	5.7.0MM ET TUBES
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85257711-2	32-57-360	61.98	2 NPA SETS
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85257711-2	32-57-360	10.35	15 NOSE CLIPS
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85257711-2	32-57-360	27.58	2 OPA SETS
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	384.50	384.50
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	570.64	A CS SODIUM CHLORIDE 0.9%
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	290.92	2 CS LACTATED RINGER SOL 10000 ML
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	214.90	10 BG'S AMBU BLUE SENSOR ADULT MED
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	81.87	3 PK'S SAM CHEST SEALS
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	8.69	8.69
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	141.16	4 SIZE 5 IGEL
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	141.16	4 SIZE 3 IGEL
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	155.80	1 CX NON STERIZE 4X4 GAUZE
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	350.65	TAX
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	40.90	10 SODIUM CHLORIDE 0.9% 100 ML
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	324.90	1 CS SODIUM CHLORIDE 100 ML BAG
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	87.16	4 SIZE 1 IGEL
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	87.16	4 SIZE 2 IGEL
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	87.16	4 SIZE 1.5 IGEL
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	87.16	4 SIZE 2.5 IGEL
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	250.74	6 CUFF PRESSURE MONOMETER
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	201.48	12 SM IV BOARDS
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	20.28	12 LG IV BOARDS
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	56.99	1 BX ONDASETRON
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	270.99	1 BX DILTIAZEM
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	271.80	20 END TIDAL TUBING
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	89.50	1 CS NON REBREATHER PEDIATRIC
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	133.14	6 PEDS BVM
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	182.94	6 INFANT/NEONATE BVM
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	189.00	2 BX EXTENSIONS
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	379.00	2 20 G IV CATHETERS
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	19.60	40 PK'S LUBRICANT JELLY
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	88.47	3 CAVICIDE DESINFECTANT SPRAY
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	86.34	1 CS SANI CLOTH SURFACE WIPES
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	48.90	10 ROLLS ECG PAPER
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	14.16	1 COMBINE PAD

M = Manual Check, V = Void Check

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04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	66.99	66.99	1 CS LIGHT BLUE UNDERPADS
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314667	32-57-360	59.50	59.50	1 CS NON REBREATHER ADULT
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314668	32-57-360	80.90	80.90	1 CS SANI HANDS ANTIMICROBIAL WIPES
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314668	32-57-360	111.48	111.48	1 CS SANI HANDS INDIVIDUAL WIPES
04/24	04/30/2024	71652	3441	BOUND TREE MEDICAL, LLC	85314668	32-57-360	7.93	7.93	TAX
Total 71652:								5,949.57	
<b>71653</b>									
04/24	04/30/2024	71653	3705	CANON FINANCIAL SERVICES, INC	32413542	10-43-340	233.16	233.16	COPIER CONTRACT IMAGE RUNNER 2XD01067
Total 71653:								233.16	
<b>71654</b>									
04/24	04/30/2024	71654	9905	CENTURY LINK	0321-536BAP	10-46-530	98.43	98.43	LUMEN PHONE SERVICE 602-379-0321
04/24	04/30/2024	71654	9905	CENTURY LINK	333517410AP	10-46-530	120.46	120.46	PHONE SERVICE 928-683-2733
04/24	04/30/2024	71654	9905	CENTURY LINK	333685777AP	10-46-530	120.46	120.46	PHONE SERVICE 928-683-6413
04/24	04/30/2024	71654	9905	CENTURY LINK	333763862	10-46-530	157.46	157.46	PHONE SERVICE 928-683-2077
04/24	04/30/2024	71654	9905	CENTURY LINK	333769432AP	10-46-530	109.77	109.77	PHONE SERVICE 928-683-2370
04/24	04/30/2024	71654	9905	CENTURY LINK	333854469AP	10-46-530	49.58	49.58	PHONE SERVICE 928-683-2295
04/24	04/30/2024	71654	9905	CENTURY LINK	333854469AP	10-46-530	69.08	69.08	PHONE SERVICE 928-683-2255
04/24	04/30/2024	71654	9905	CENTURY LINK	333854469AP	10-46-530	57.33	57.33	PHONE SERVICE 928-683-2256
04/24	04/30/2024	71654	9905	CENTURY LINK	333854469AP	10-46-530	49.58	49.58	PHONE SERVICE 928-683-2418
04/24	04/30/2024	71654	9905	CENTURY LINK	333854469AP	10-46-530	49.58	49.58	PHONE SERVICE 928-683-2427
04/24	04/30/2024	71654	9905	CENTURY LINK	333854469AP	10-46-530	77.33	77.33	PHONE SERVICE 928-683-6022
04/24	04/30/2024	71654	9905	CENTURY LINK	333854469AP	10-46-530	49.58	49.58	PHONE SERVICE 928-683-6430
04/24	04/30/2024	71654	9905	CENTURY LINK	333854469AP	10-46-530	66.69	66.69	SURCHARGE /TAX
04/24	04/30/2024	71654	9905	CENTURY LINK	333938202AP	10-46-530	120.46	120.46	PHONE SERVICE 928-683-6456
04/24	04/30/2024	71654	9905	CENTURY LINK	334021254AP	25-71-420	99.16	99.16	PHONE SERVICE 928-683-6513
04/24	04/30/2024	71654	9905	CENTURY LINK	334021254AP	25-71-420	99.16	99.16	PHONE SERVICE 928-683-6504
04/24	04/30/2024	71654	9905	CENTURY LINK	334021254AP	25-71-420	137.66	137.66	PHONE SERVICE 928-683-6502
04/24	04/30/2024	71654	9905	CENTURY LINK	334021254AP	25-71-420	114.66	114.66	PHONE SERVICE 928-683-6503
04/24	04/30/2024	71654	9905	CENTURY LINK	334021254AP	25-71-420	92.30	92.30	SURCHARGE /TAX
04/24	04/30/2024	71654	9905	CENTURY LINK	334099903AP	24-70-530	71.54	71.54	PHONE SERVICE 928-683-2244/9901/2245/2412/
04/24	04/30/2024	71654	9905	CENTURY LINK	334099903AP	24-71-530	149.60	149.60	PHONE SERVICE 928-683-2244/9901/2245/2412
04/24	04/30/2024	71654	9905	CENTURY LINK	334099903AP	24-73-530	214.64	214.64	PHONE SERVICE 928-683-2244/9901/2245/2412
04/24	04/30/2024	71654	9905	CENTURY LINK	334099903AP	24-76-530	214.64	214.64	PHONE SERVICE 928-683-2244/9901/2245/2412
04/24	04/30/2024	71654	9905	CENTURY LINK	4632-165BAP	24-70-530	26.19	26.19	PHONE SERVICE 602-252-4632
04/24	04/30/2024	71654	9905	CENTURY LINK	4632-165BAP	24-71-530	54.75	54.75	PHONE SERVICE 602-252-4632

TOWN OF GILA BEND

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								May 07, 2024	Check Issue Dates: 4/17/2024 - 5/7/2024
Total 71665:									
<b>71666</b>	04/24/2024	71666	11545	National Bank of Arizona	MARCH24AD	10-86-660	604.11	604.11	AMAZONPOOL TESTER/CLIPS/USCG/SHIMMER POLE.NE
04/24	04/30/2024	71666	11545	National Bank of Arizona	MARCH24AD	10-86-660	342.95	342.95	AMAZONLIFEGUARD TANK/SUNSCREEN/HATSM/ISORSIR
04/24	04/30/2024	71666	11545	National Bank of Arizona	MARCH24AD	10-86-660	2,584.50	2,584.50	LESLIE'S POOL/17 GAL EPOXY
04/24	04/30/2024	71666	11545	National Bank of Arizona	MARCH24AD	32-57-540	1,427.39	1,427.39	VERIZON WIRELESS/LAPTOP FD
04/24	04/30/2024	71666	11545	National Bank of Arizona	MARCH24AD	10-41-580	1,260.70	1,260.70	MY PLACE HOTEL/CODY JORDAN
04/24	04/30/2024	71666	11545	National Bank of Arizona	MARCH24AD	10-41-580	1,299.25	1,299.25	MY PLACE HOTEL/CODY JORDAN
04/24	04/30/2024	71666	11545	National Bank of Arizona	MARCH24AD	10-41-580	2,142.53	2,142.53	MY PLACE HOTEL/CODY JORDAN
04/24	04/30/2024	71666	11545	National Bank of Arizona	MARCH24AD	10-44-615	517.50	517.50	FP POSTAGE/LABELS
04/24	04/30/2024	71666	11545	National Bank of Arizona	MARCH24AD	10-44-650	266.94	266.94	AMAZON/PYRAMID TIME CLOCK MACHINE
04/24	04/30/2024	71666	11545	National Bank of Arizona	MARCH24FIR	32-57-510	250.00	250.00	AMBULANCE REGISTRATION FEES/AZ DHS
04/24	04/30/2024	71666	11545	National Bank of Arizona	MARCH24RE	10-86-652	36.00	36.00	PRIZES FOR FISHING DERBY
04/24	04/30/2024	71666	11545	National Bank of Arizona	MARCH24SO	24-70-655	276.91	276.91	RAW FOOD PRODUCTS/SAM'S CLUB
04/24	04/30/2024	71666	11545	National Bank of Arizona	MARCH24SO	24-71-655	118.67	118.67	RAWFOOD PRODUCTS
04/24	04/30/2024	71666	11545	National Bank of Arizona	MARCH24SO	24-70-660	276.91	276.91	NON FOOD ITEMS
04/24	04/30/2024	71666	11545	National Bank of Arizona	MARCH24SO	24-71-660	118.67	118.67	NON FOOD PRODUCTS
04/24	04/30/2024	71666	11545	National Bank of Arizona	MARCH24SO	24-70-655	93.67	93.67	RAWFOOD PRODUCTS COSTCO
04/24	04/30/2024	71666	11545	National Bank of Arizona	MARCH24SO	24-71-655	40.14	40.14	NON FOOD ITEMS/COSTCO
Total 71666:									
<b>71667</b>	04/24/2024	71667	9171	PALOMA SECURITY	20240415-1	10-54-910	1,395.00	1,395.00	SECURITY FOR THE TOWN OF GILA BEND
Total 71667:									
<b>71668</b>	04/24/2024	71668	9405	PETEY'S TIRE SHOP	0010	10-60-435	125.41	125.41	BLOW MOTOR RESISTER
04/24	04/30/2024	71668	9405	PETEY'S TIRE SHOP	0010	10-60-435	145.00	145.00	RECOVERY AND RECHARGE AC
04/24	04/30/2024	71668	9405	PETEY'S TIRE SHOP	0010	10-60-435	480.00	480.00	REMOVE PANEL AND RESISTER AND INSTALL
04/24	04/30/2024	71668	9405	PETEY'S TIRE SHOP	0010	10-60-435	26.50	26.50	AZ TAX
Total 71668:									
<b>71669</b>	04/24	71669	6917	RICK ENGINEERING COMPANY	0025742	10-62-320	2,850.00	2,850.00	GENERAL ENGINEERING MARCH 30-APRIL 26 2024

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<b>71675</b>	04/24/2024	71675	12172	USABLE LIFE	0005141189	10-22792	345.21	<u>345.21</u>
Total 71675:								
<b>71676</b>	04/24/2024	71676	12353	VISION SERVICE PLAN CO	MAY24-82028	10-22766	493.12	<u>493.12</u>
Total 71676:								
<b>71677</b>	04/24/2024	71677	12441	WASTE MANAGEMENT	587764648909	10-69-800	87.42	<u>87.42</u>
Total 71677:								
<b>71678</b>	04/24/2024	71678	12651	WILLDAN ENGINEERING	*00231623	10-62-320	35.00	<u>35.00</u>
Total 71678:								
<b>71679</b>	04/24/2024	71679	9900	YARD, JAYDYN	GB22129069	32-30-100	185.80	<u>185.80</u>
Total 71679:								
<b>71680</b>	05/02/2024	71680	10102	Revolutionary HR Consulting	W1-035	10-44-340	21,945.00	<u>21,945.00</u>
Total 71680:								
Grand Totals:								
Summary by General Ledger Account Number								

## TOWN OF GILA BEND

Check Register - Council-FY24  
Check Issue Dates: 4/17/2024 - 5/7/2024Page: 9  
May 07, 2024 01:52PM

GL Account	Debit	Credit	Proof
1020200	.00	301,458.86-	301,458.86-
10-22766	493.12	.00	493.12
10-22770	879.73	.00	879.73
10-22785	10,396.23	.00	10,396.23
10-22792	345.21	.00	345.21
10-41-580	4,702.48	.00	4,702.48
10-43-340	1,358.16	.00	1,358.16
10-43-610	1,272.70	.00	1,272.70
10-44-340	21,945.00	.00	21,945.00
10-44-615	517.50	.00	517.50
10-44-650	266.94	.00	266.94
10-45-340	409.00	.00	409.00
10-46-530	1,203.00	.00	1,203.00
10-46-620	42.07	.00	42.07
10-54-340	121,541.88	.00	121,541.88
10-54-910	1,395.00	.00	1,395.00
10-60-435	776.91	.00	776.91
10-62-320	34,957.99	.00	34,957.99
10-69-800	87.42	.00	87.42
10-84-620	159.72	.00	159.72
10-86-652	584.69	.00	584.69
10-86-660	3,531.56	.00	3,531.56
10-86-890	730.56	.00	730.56
11-55-250	1,384.13	.00	1,384.13
11-55-435	6,117.62	.00	6,117.62
11-55-650	140.43	.00	140.43
11-55-695	1,214.20	.00	1,214.20
21-61-620	5,820.23	.00	5,820.23
21-61-775	350.79	.00	350.79
24-70-435	312.12	.00	312.12
24-70-530	97.73	.00	97.73
24-70-655	370.58	.00	370.58
24-70-660	285.27	.00	285.27
24-71-435	122.00	.00	122.00
24-71-530	204.35	.00	204.35
24-71-655	158.81	.00	158.81
24-71-660	148.32	.00	148.32
24-73-435	787.39	.00	787.39
24-73-530	283.19	.00	283.19
24-74-435	2,995.78	.00	2,995.78

## TOWN OF GILA BEND

Check Register - Council-FY24

Page: 10  
May 07, 2024 01:52PM

Check Issue Dates: 4/17/2024 - 5/7/2024

Gl Account	Debit	Credit	Proof
24-76-530	293.19	.00	293.19
25-71-400	564.93	.00	564.93
25-71-420	542.94	.00	542.94
32-30-100	185.80	.00	185.80
32-57-350	1,568.00	.00	1,568.00
32-57-360	6,630.70	.00	6,630.70
32-57-510	250.00	.00	250.00
32-57-540	1,427.39	.00	1,427.39
32-57-620	99.24	.00	99.24
50-52-620	15,072.89	.00	15,072.89
50-52-835	39,429.00	.00	39,429.00
50-62-620	3,602.04	.00	3,602.04
50-62-652	3,392.93	.00	3,392.93
<b>Grand Totals:</b>	<b>301,458.86</b>	<b>301,458.86-</b>	<b>.00</b>

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

City Recorder: \_\_\_\_\_

M = Manual Check, V = Void Check

TOWN OF GILA BEND

Check Register - Council-FY24  
Check Issue Dates: 4/17/2024 - 5/7/2024

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May 07, 2024 01:52PM

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GL Account      Debit      Credit      Proof

Report Criteria:  
Report type: GL detail

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## STAFF REPORT

TO: Mayor Sikes and Town Council  
FROM: Katherine Valenzuela, Town Manager  
SUBJECT: Acceptance of a Water Meter Replacement Grant  
DATE: 5/14/24

*Agenda Item: Approval of Grant Award from Water Infrastructure Finance Authority of Arizona (WIFA) in the amount of \$330,000.* The Mayor and Town Council shall discuss and possibly take action to accept the Award for a Water Meter Replacement Grant from the Water Infrastructure Finance Authority of Arizona (WIFA) in the amount of \$330,000.

### Background:

The Water Conservation Grant Fund (WCGF) exists to provide financial resources to eligible entities for the purpose of conserving Arizona's water supply.

A wide range of projects and programs may be eligible for WCGF funding. Some examples include:

- Water use education and conservation research
- Community incentives for rainwater harvesting, gray water systems, and turf removal
- Widespread installation of drought-resistant landscaping and turf removal incentives
- Infrastructure efficiency upgrades
- Projects that promote groundwater recharge and imported aquifer health
- Construction of groundwater storage facilities
- Community education initiatives about wise water use
- Programs or projects to reduce structural water overuse issues

This project would replace existing water meters with smart meters. This would increase efficiency and reduce water loss. There is a 25% (cash or in-kind) match associated with this grant. There is sufficient line item balance in the budget to support this activity. The required match is \$82,500.

### Recommendation:

Staff would like to recommend for the Mayor and Town Council to possibly take action to accept the Award for a Water Meter Replacement Grant from the Water Infrastructure Finance Authority of Arizona (WIFA) in the amount of \$330,000.

**WATER CONSERVATION GRANT FUND AGREEMENT**

**BETWEEN**  
**TOWN OF GILA BEND**

**AND**

**The Water Infrastructure Finance Authority of Arizona**

---

**THIS GRANT AGREEMENT** (the “**Agreement**”) is made effective as of the date of signature of the last signatory hereto (the “**Effective Date**”), by and between the Water Infrastructure Finance Authority of Arizona (the “**Authority**”), a body corporate and politic, and TOWN OF GILA BEND (the “**Grantee**”). The Authority and the Grantee may individually be referred to as “**Party**” or collectively as the “**Parties**.”

**RECITALS**

**WHEREAS**, Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the “**Act**”) was amended by section 9901 of the American Rescue Plan Act (“**ARPA**”), Pub. L. No. 117-2 (March 11, 2021), to add section 602, which authorizes the United States Department of Treasury’s (“**Treasury**”) to make payments from the Coronavirus State and Local Fiscal Recovery Funds (“**SLFRF**”), and

**WHEREAS**, the funds are purposed for use in responding to the COVID-19 public health emergency and its economic impacts through the categories of eligible uses and activities described in 31 C.F.R. Part 35, Subpart A, including for making necessary investments in water, sewer, and broadband infrastructure, and

**WHEREAS**, the source of funding for the Award is the ARPA, specifically the SLFRF, with Catalog of Federal Domestic Assistance (“**CFDA**”) Assistance Listing 21.027 for all activity pursuant to this Agreement, and

**WHEREAS**, the State of Arizona established the Water Conservation Grant Fund (“**WCGF**”) under Title 49, Chapter 8, Article 5 of the Arizona Revised Statutes. A.R.S. §§ 49-1331 – 1335, to be administered by the Authority, and

**WHEREAS**, the Office of the Governor, in fulfilling its duty to administer the Coronavirus State and Local Fiscal Recovery Funds allocated to the State of Arizona, entered into an Interagency Service Agreement (ISA-ARPA-WIFA-070122-01), as amended on November 3, 2023, to provide funding to the Authority through the WCGF to support COVID-19 related activities in accordance with State Fiscal Recovery Fund Expenditure Category 5.8 Clean Water: Water Conservation, and

**WHEREAS**, the Authority is authorized to issue grants from the WCGF to eligible entities for water conservation programs and projects that are expected to result in: (1) long-term reductions in water use; (2) improvements in water use efficiency; or (3) improvements in water reliability. And

**WHEREAS**, WCGF grants may be issued for any of the purposes specified in A.R.S. § 49-1332(B), and

**WHEREAS**, Grantee meets the Treasury's definition of a subrecipient and has applied for a grant, pursuant to the Application attached to this Agreement as Exhibit A [*Grant Application*]; and

**WHEREAS**, by the Board resolution attached to this Agreement as Exhibit B [*Board Resolution*], the Authority has determined Grantee is eligible for financial assistance from the WCGF and has reviewed and approved the Grantee's Application in accordance with the requirements of A.R.S. §§ 49-1331 – 1335.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth below, the Authority and Grantee agree as follows:

#### **ARTICLE I - Definitions**

- 1.1. "Act" means Title VI of the Social Security Act (42 § U.S.C. 801 et seq.), as amended.
- 1.2. "Application" means the Grantee's application for financial assistance from the Water Conservation Grant Fund, attached to this Agreement as Exhibit A [*Grant Application*] and incorporated herein.
- 1.3. "ARPA" means the American Rescue Plan, Pub. L. No. 117-2 (March 11, 2021), as amended.
- 1.4. "Authority" or "WIFA" means the Water Infrastructure Finance Authority of Arizona
- 1.5. "Authorized Officer" means the Director of the Authority, or any other person or persons designated by the Director to act on behalf of the Authority, with respect to this Agreement.
- 1.6. "Award" means the specific grant amount awarded to Grantee as described in this Agreement.
- 1.7. "Scope of Work" means the program or project described in Exhibit C [*Scope of Work*], attached to this Agreement and incorporated herein.
- 1.8. "SLFRF" means the Coronavirus State and Local Fiscal Recovery Funds.
- 1.9. "Treasury" means the United States Department of Treasury.
- 1.10. Any capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Exhibits.

#### **ARTICLE II - Award**

- 2.1. The Award. The Authority hereby agrees to provide the Grantee with an award in the amount of Three Hundred Thirty Thousand Dollars and 00/100 (\$ 330,000.00) (the "Award"), subject to the terms and conditions set forth in this Agreement and availability of funds. The Authority shall make the Award available to Grantee upon execution of this Agreement by the parties. Subject to the Grantee's compliance with all terms and conditions of this Agreement, and the continued non-existence of a breach or default, or any event, circumstance, act, or omission which with the giving of notice, the passage of time, or both would constitute a breach, default or give rise to the termination of this Agreement, the Authority agrees to disburse the Award to the Grantee in accordance with the provisions of Article III [*Disbursement and Funding*].
- 2.2. Acceptance of Award. Grantee hereby accepts the Award under the terms and conditions of this Agreement, and agrees to execute and return this Agreement to the Authority within thirty (30)

calendar days of receipt unless Grantee receives a written waiver of this requirement by the Authority.

- 2.3. **Purpose and Use of Award.** Grantee agrees to undertake and complete the Scope of Work in a timely manner, and to receive and expend the Award in accordance with this Agreement. Grantee agrees to utilize the Award only for the purpose of implementing the Scope of Work. Any expenditure deviating from the Scope of Work shall require the Authority's prior written approval. Supporting documents and attachments from the Application are incorporated herein by reference. If content in the Application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement takes precedence.
- 2.4. **Prior Costs Incurred.** The Award may be used for costs incurred prior to the Effective Date of this Agreement, but may not be used for costs incurred or for which commitment was made before July 6, 2022.
- 2.5. **Time of Performance.** Grantee may use the Award for costs incurred and activities performed between July 6, 2022, and June 30, 2026.
  - 2.5.1. Grantee shall complete the Scope of Work no later than June 30, 2026.
  - 2.5.2. Grantee shall make sufficient progress on the Scope of Work, in good faith and in manner acceptable to the Authority. For purposes of this section, unless otherwise agreed to by the Authority in writing, "sufficient progress" means the Grantee has, at a minimum, complied with all schedules and deadlines listed in the Scope of Work.
  - 2.5.3. Grantee may submit to the Authority a written request to amend a Scope of Work's schedule, which the Authority may, but is not required to approve. The written request shall detail: (1) the nature of the delay(s); (2) the amended schedule dates; and (3) any efforts to be implemented to adhere to the amended schedule.
- 2.6. **Benchmarks.** Failure to adhere to the benchmarks listed below shall constitute a breach of this Agreement and may result in the loss of all or part of the Award. In addition to any schedule or deadline identified in the Scope of Work, Grantee shall, at a minimum, comply with the following benchmarks:
  - 2.6.1. Expend 5% of the Award by December 2, 2024.
  - 2.6.2. Expend 50% of the Award by December 31, 2025.
  - 2.6.3. Expend 75% of the Award by March 31, 2026.
- 2.7. **Term of Agreement.** This Agreement remains in effect until all reporting requirements described in this Agreement have been fulfilled by the Grantee and accepted by the Authority (the "Term").
- 2.8. **Grantee Obligations.** This Agreement constitutes the valid and binding obligations of the Grantee, enforceable in accordance with its terms. The obligation and utilization of the Award provided through this Agreement are subject to the proper observation of the Agreement and any requirements incorporated by reference.

Water Conservation Grant Fund

- 2.8.1. **Assignments.** The Grantee agrees not to transfer, assign, or pledge any right or interest in any payment or advance due pursuant to this Agreement, or any of the other benefits thereof, without the prior written consent of the Authority. Any such assignment made or attempted by the Grantee without the prior written consent of the Authority shall be void and of no effect. No consent by the Authority to an assignment by the Grantee shall release the Grantee as the party primarily obligated and liable under the terms of this Agreement, unless the Authority specifically releases the Grantee in writing.
- 2.8.2. **Compliance with Applicable Laws.** The Grantee shall perform all activities under this Agreement in accordance with all applicable (whether present or future) laws, ordinances, rules, regulations, requirements and orders of any governmental or administrative authority having or claiming jurisdiction over the Grantee's activities. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
- 2.8.3. **Subcontractors.** Grantee shall require any subcontracting entities to observe and follow all provisions of this Agreement.
- 2.9. **Exhibits.** The terms and conditions of this Agreement include the terms and conditions set forth in the Exhibits, which are part of this Agreement.
- 2.10. **Fund Availability.** Any action by the Parties under this Agreement requiring the expenditure of funds is conditioned upon the availability of funds appropriated, assigned, and allocated for the payment of such obligation. If funds are not appropriated, assigned, allocated, and available or if the appropriation is changed by the legislature or the Governor's Office resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are available. No liability shall accrue to the Parties in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 2.11. **Notices.** All notices required or permitted under this Agreement, including technical correspondence, invoices, and reports from Grantee, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered, mailed by registered or certified mail, or emailed to Grantee or the Authority at the following addresses:

**WIFA Project Manager**  
Laurie Gehlsen, Grants Coordinator  
Water Infrastructure Finance Authority of Arizona  
100 N 7<sup>th</sup> Ave, Suite 130  
Phoenix, AZ 85007  
Direct: (480) 647-4462  
[LGehlsen@azwifa.gov](mailto:LGehlsen@azwifa.gov)

**Grantee Project Manager**

Kevin Larson

Water Operator of Record

PO Box A

Gila Bend, AZ 85337

Either Party may designate any further or different addresses to which subsequent notices or other communications shall be sent, by notice in writing given to the other Party.

**ARTICLE III - Disbursement and Funding**

- 3.1. **Reimbursement Basis.** The Authority shall disburse the Award on a reimbursement basis, upon presentation of accurate and complete claims to the Authority. Except as hereinafter provided, disbursements shall be made only:
  - 3.1.1. For reimbursement of expenses incurred in accordance with this Agreement; and
  - 3.1.2. When a request for reimbursement is submitted in substantially the form provided by the Authority and is accompanied by the necessary certifications and documentation as required by the Authority; and
  - 3.1.3. When an Authorized Officer of the Authority has determined that such disbursement is proper.
- 3.2. **Request for Reimbursement.** Grantee shall submit requests for reimbursement to the Authority using forms provided by the Authority on a monthly basis, unless otherwise approved by the Authority in writing. Requests for reimbursement shall be submitted to the Authority no later than the fifteenth (15<sup>th</sup>) day of each month. The Authority shall not distribute the Award to the Grantee until the Authority has received and processed a request for reimbursement. The Authority shall verify the request and claimed expenses against the reports required in this Agreement. To receive payment, requests for reimbursement for work performed during the term of this Agreement must be submitted no later than June 15, 2026, unless otherwise approved by the Authority in writing. A request for reimbursement must contain:
  - 3.2.1. An itemized accounting of grant expenses incurred;
  - 3.2.2. Receipts, vendor invoices, documentation of in-kind labor, and other documentation of costs incurred;
  - 3.2.3. Certification that: the reimbursement amount requested is a proper cost as evidenced by attached invoices;
  - 3.2.4. Certification that the signatory is duly authorized to submit the reimbursement request; and
  - 3.2.5. Any additional documents or information deemed necessary by the Authority.
- 3.3. **Method of Disbursement.** The Authority may disburse the Award by check, electronic means, warrant, or other transfer medium basis within thirty (30) calendar days of the Authority's receipt

of the request for reimbursement, subject to funding availability. An Authorized Officer of the Authority shall approve disbursements directly to Grantee and shall provide Grantee with a copy of the approval and the date approved.

- 3.4. **Affirmation of Representations and Warranties.** Each request for reimbursement, disbursement, or the receipt of the Award funds requested by the Grantee, shall constitute Grantee's affirmation that all representations and warranties of the Grantee as described in this Agreement or any Exhibit therein, are true and correct as of the date thereof and throughout the Term of the Agreement, unless the Grantee notifies the Authority to the contrary in writing prior to the request for reimbursement or release of the disbursement.
- 3.5. **Withholding Disbursements.** The Authority may elect in its sole discretion to withhold payment of the Award in whole or in part if Grantee breaches any provision of this Agreement or any Exhibit therein.
- 3.6. **Required Notice.** Grantee shall provide the Authority with immediate written notification:
  - 3.6.1. Of any inability to expend the Award in accordance with the Scope of Work; and
  - 3.6.2. Prior to any expenditure of the Award deviating from the Scope of Work.
- 3.7. **Inspections – Expenses and Operations.** Subject and pursuant to the provisions of Section 2.2 of the General Terms and Conditions included in Exhibit D, the Authority shall have the option to undertake an inspection of the Grantee's expenses and operations at any time to verify the information included in and with any and/or all requests for reimbursements under this Agreement.

#### **ARTICLE IV - Representations and Warranties**

4.1. Grantee hereby represents and warrants that it is a: (check appropriate)

Municipal water delivery system as defined in A.R.S. § 42-5301.

County water augmentation authority established under A.R.S. Title 45, Chapter 11.

County water authority established under A.R.S. Title 45, Chapter 13.

An Indian Tribe.

Community facilities district as established by A.R.S. Title 48, Chapter 4.

Public water system as prescribed in A.R.S. § 49-352.

Natural resource conservation district.

City, town, county, district, commission, authority or other public entity that is organized and that exists under the statutory law of this state or under a voter-approved charter or initiative of Arizona.

Nongovernment organization that focuses on water conservation or environmental protection who has partnered with \_\_\_\_\_, an eligible entity as defined under A.R.S. § 49-1301. *If selected, Grantee must submit a completed Partnership Certification with this Agreement.*

4.2. **Conflicts of Interest.** The Parties each represent that, as of the date of execution of this Agreement, they are not aware of any facts or circumstances which would give rise to a cancellation right in

favor of any Party pursuant to A.R.S. § 38-511. Grantee represents and warrants that there exists no actual or potential conflict of interest between the Grantee's performance under this Agreement and the Grantee's engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the Term of this Agreement, or any extension thereof, the Grantee shall immediately notify the Authority in writing.

- 4.3. **Adverse Proceedings.** Grantee represents and warrants that there are no proceedings pending or, so far as the Grantee knows, threatened, before any court or administrative agency that will materially adversely affect the Grantee's ability to fully perform the Scope of Work. During the Term of this Agreement, should proceedings arise that will materially adversely affect Grantee's ability to fully perform the Scope of Work, the Grantee shall promptly notify the Authority in writing.
- 4.4. **Authority to Sign.** Grantee represents and warrants that the Grantee and the person signing on behalf of the Grantee have the full power and authority to enter into and execute this Agreement, to legally bind the Grantee and to perform and comply with the terms and conditions set forth herein.
- 4.5. **Debarment, Suspension, U.S. Government Restricted Party Lists.** Grantee warrants that it is not, and its contractors or subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specifically Designated Nationals and Blocked Parties List, and neither the Grantee nor any contractors or subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- 4.6. **Grantee Matching.** Pursuant to A.R.S. § 49-1333(B)(4), at least a twenty-five percent (25%) match is required for each water conservation program or project.
  - 4.6.1. Funds provided under one federal program may not be used to meet a non-federal match or cost-share requirements of another federal program. 2 CFR 200.306(b)(5).
  - 4.6.2. As stated in the Treasury's SLFRF Final Rule, Grantees may fund a program or project "with both SLFRF funds and other sources of funding provided that the costs are eligible costs under each source program and are compliant with all other related statutory and regulatory requirements and policies."
  - 4.6.3. Grantee's match requirement under this Agreement is a state requirement; matching is not required by ARPA. Grantee represents and warrants that Grantee has satisfied or will satisfy the state match requirement using permissible funding sources. Grantee's matching contribution may include cash contributions or in-kind contributions. Grantee's matching contribution may not include any monies provided by the Authority.
  - 4.6.4. Failure to adhere to the state matching requirement under A.R.S. § 49-1333(B)(4) shall constitute a breach of this Agreement and may result in the loss of all or part of the Award.

- 4.7. **Indemnification.** Grantee shall protect, defend, indemnify, and hold harmless the Authority and its board and committees, the State of Arizona, its elected and appointed officials, its agents, commissions, officers, directors, employees, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with this Agreement, Grantee's performance hereunder, Grantee's or Grantee's subcontractor's negligence including active or passive, or strict liability including but not

limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Grantee, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless of any limitation of coverage by insurance, with the exception of the sole negligence or willful misconduct of the Authority. The provisions of this section shall survive the expiration or termination of this Agreement.

- 4.8. **Liability.** Failure on the part of the Authority in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Authority by this Agreement or by law shall not make the Authority liable in damages to Grantee or relieve Grantee from fully performing any other obligation required of it under this Agreement; provided, however, that Grantee may have and pursue any and all other remedies provided by law for compelling performance by the Authority of such obligation assumed by or imposed upon the Authority. Neither the Authority nor its board or committees, the State of Arizona, its elected and appointed officials, its agents, commissions, officers, directors, employees, volunteers or affiliates shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.
- 4.9. **Permits.** Grantee represents and warrants that all permits necessary or required in connection with the award have been or will be obtained, and all fees and bonds required in connection therewith have been or will be paid and/or posted as the circumstances may require.

#### **ARTICLE V – Records and Reports**

- 5.1. **Financial Records.** Grantee shall maintain satisfactory financial accounts, books, records, documents, and other evidence sufficient to properly reflect the amount, receipt, and expenditure of the Award and to comply with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. Records shall be maintained by the Grantee for a period of five years after the Award funds have been expended or returned to Treasury, whichever is later. Failure to maintain proper financial records required under this Agreement as required is cause for termination of this Agreement or withholding of future disbursements.
- 5.2. **Reporting Requirements.** Grantee shall provide reports of all activities related to this Agreement both as identified in the Agreement and as requested by the Authority. Grantee shall also provide to the Authority any additional written information requested by the Authority in a timely manner and within reasonable deadlines as shall be set by the Authority.
  - 5.2.1. All financial reports required under this Agreement shall be prepared in accordance with GAAP standards, and shall be in form and substance satisfactory to the Authority and as may be required by the United States Department of Treasury.
  - 5.2.2. If there is any amount of the Award remaining after the Scope of Work is completed, Grantee shall report the remaining balance to the Authority.
  - 5.2.3. Grantee shall comply with and abide by the U.S. Department of the Treasury's Project and Expenditure Report User Guide – State and Local Fiscal Recovery Funds, available at <https://home.treasury.gov/system/files/136/Apr-2023-PE-Report-User-Guide.pdf>.
  - 5.2.4. Grantee shall provide the following performance metrics required for water-related infrastructure projects:

- Projected/actual construction start date (month/year);
- Projected/actual initiation of operations date (month/year);
- Location;
- Whether the project prioritizes local hires;
- Whether the project has a Community Benefit Agreement, with a description of any such agreement;
- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund);
- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund);
- Median Household Income of service area; and
- Lowest Quintile Income of the service area.

5.2.5. Failure to provide reports required under this Agreement as required is cause for termination of this Agreement or withholding of future disbursements.

5.3. **Monthly Reports.** Grantee shall report to the Authority on Grantee's expenditure of the Grant and the status of the Scope of Work on the fifteenth (15<sup>th</sup>) day of each month following the date of this Agreement, and on the fifteenth (15<sup>th</sup>) day of every month thereafter until Grantee expends the entire Award or completes the Scope of Work, whichever is first. Monthly reports shall be in a form acceptable to the Authority. The Authority may revise the form of the monthly report from time to time. The Authority reserves the right to request additional reports relating to the expenditure of the Award or additional information as needed for ARPA reporting requirements.

5.4. **Final Report, Audit.** Grantee shall provide a final report (the "Final Report") in a form acceptable to the Authority.

5.4.1. The Final Report shall be submitted to the Authority within thirty (30) calendar days of one of the following occurrences: (1) the Award funds have been expended; (2) the Scope of Work has been completed; or (3) the Agreement has otherwise been terminated. Notwithstanding the foregoing, the Final Report shall be submitted to the Authority no later than June 15, 2026.

5.4.2. The Final Report shall contain the information deemed necessary by the Authority.

5.4.3. Following the receipt and approval of the Final Report, the Authority will notify Grantee in writing that the Agreement is administratively closed.

5.4.4. After the project is administratively closed, Grantee shall submit all required audits to the Authority. All audits for fiscal years in which Grantee received Award funds from the Authority must be received, reviewed, and found to be satisfactory by the Authority.

5.4.5. In the event that the Authority determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Grantee shall refund such monies back to the Authority.

## **ARTICLE VI - Enforcement & Remedies**

- 6.1. **Breach.** The Parties agree that all conditions set forth herein are material to this and the occurrence of any of the following events is a Grantee breach under this Agreement:
  - 6.1.1. Any certification, statement, representation, or warranty contained in this Agreement or report required under this Agreement, the Application, or any other document related to the award which the Authority determines at any time to be incorrect or misleading in any material respect either on the date when made or on the date when reaffirmed.
  - 6.1.2. The Grantee 's failure to comply with each and every term, covenant, condition, and/or agreement contained in this Agreement.
  - 6.1.3. The Grantee's failure to make sufficient progress on the Scope of Work, in good faith and in manner acceptable to the Authority in accordance with sections 2.5 and 2.6 of this Agreement.
  - 6.1.4. The Grantee's use of the Award proceeds for any purpose other than as authorized under the provisions of this Agreement.
  - 6.1.5. The Grantee fails to comply with any law, ordinance, code, order, rule, or regulation of any governmental or administrative authority having jurisdiction over the Scope of Work within thirty (30) calendar days after notice in writing of such failure to comply has been given to the Grantee from such governmental or administrative authority.
- 6.2. **Notice of Breach. Cure Period.** Upon the occurrence of a breach, the Authority shall issue a written notice of breach, identifying the nature of the breach and providing thirty (30) calendar days (or a lesser or additional time as may be agreed to by the Parties) in which the Grantee shall have an opportunity to cure the breach. Time allowed for cure does not diminish or eliminate Grantee's liability for damages.
- 6.3. **Default.** If Grantee fails to cure a breach within the period specified in the written notice, Grantee is in default of its obligations, and the Authority may exercise any or all of the following remedies:
  - 6.3.1. Withhold applicable payment until the default is remedied;
  - 6.3.2. Terminate this Agreement, in whole or in part;
  - 6.3.3. Recapture Award funds provided to Grantee under this Agreement, in whole or in part;
  - 6.3.4. Suspend or de-obligate the Grantee's authority to receive any undisbursed proceeds of the award; and/or;
  - 6.3.5. Proceed at any time, or from time to time, to protect and enforce all rights and remedies available to the Authority, including demanding repayment of Award funds, by suit or other appropriate proceedings, whether for specific performance of any covenant, term, or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law, regulation, or in equity.

**Water Conservation Grant Fund**

- 6.4. **Good Faith.** The Parties will attempt in good faith to resolve all disputes, disagreements, or claims relating to this Agreement.
- 6.5. **De-obligation.** The Authority may de-obligate Award funds under this Agreement upon written notice to Grantee. The Authority may de-obligate and reduce Award funds under the following circumstances:
  - 6.5.1. Grantee has completed performance under the Scope of Work without using all of the Award provided by the Authority under this Agreement;
  - 6.5.2. This Agreement expires and all Award funds have not been expended;
  - 6.5.3. Grantee, with the consent of the Authority, cancelled or changed an activity required under the Scope of Work for reasons other than nonperformance;
  - 6.5.4. This Agreement has otherwise been terminated in whole or in part; or
  - 6.5.5. Mutual consent by the Parties.
- 6.6. **Disallowed Costs.** An expenditure that is reimbursed under this Agreement and that does not comply with this Agreement shall constitute a disallowed cost and be subject to recapture by the Authority and repayment to the Authority. Within fourteen (14) calendar days of the date of the Authority's written notice to Grantee, unless a longer period is approved by the Authority in writing, Grantee shall repay the Authority any portion of the Award paid by the Authority which the Authority has in its sole discretion determined constitutes a disallowed cost.
- 6.7. **Repayment.** Grantee agrees to repay the Award in whole or in part if the Authority determines that Grantee has failed to use the Award in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. The Authority may specify, in writing, the terms of the repayment or alternative terms in lieu of repayment, however, in no such case shall repayment or alternative terms be accomplished later than one hundred eighty (180) calendar days following the written determination of non-compliance by the Authority. This section does not apply to a Grantee's failure to make sufficient progress on the Scope of Work of this Agreement, provided Grantee made good faith efforts to complete the Scope of Work within the time for performance.
- 6.8. **Remedies Cumulative and Concurrent.** No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity by statute. Every right, power, and remedy given to the Authority shall be concurrent and may be pursued separately, successively, or together against the Grantee, and every right, power, and remedy given the Authority may be exercised from time to time as often as may be deemed expedient by the Authority.
- 6.9. **Strict Performance.** No delay or omission of the Authority to exercise any right, power, or remedy accruing upon the happening of a Default shall impair any such right, power, or remedy, or shall be construed to be a waiver of any such Default or any acquiescence therein. No delay or omission on the part of the Authority to exercise any option granted to the Authority under this Agreement, in any one or more instances, shall constitute a waiver of any such Default and each such option shall remain continuously in full force and effect.

6.10. **Attorneys' Fees and Costs.** In the event of Grantee's breach of this Agreement, Grantee agrees to pay any and all costs and expenses, including attorneys' fees, incurred by the Authority in connection with the enforcement of this Agreement. If the Authority terminates this Agreement for cause, any costs incurred shall be the Grantee's responsibility.

## **ARTICLE VII - Miscellaneous**

7.1. **Amendments and Modifications.** This Agreement may be amended by mutual agreement in writing between Grantee and the Authority. Any request to amend this Agreement by Grantee must be in writing and state the amendment request and reason for the request. Grantee shall make requests in a timely manner and in no event less than thirty (30) calendar days before the effective date of the proposed amendment. Any amendment, modification, or extension of this Agreement must be submitted through the Sub-recipient Management Tool (SRM), eCivis, and approved by both Parties.

7.2. **Insurance.** Grantee agrees to comply with the Insurance Requirements set forth in Exhibit D [*General Terms and Conditions*]. Failure to maintain the required insurance at all times shall constitute a breach of this Agreement that is subject to penalties up to and including suspension of payments and/or termination of this Agreement.

7.3. **Permits/Licenses/Authorizations.** It shall be the Grantee's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the Scope of Work or required to be obtained by the time of completion of the Scope of Work to be eligible for reimbursement funds under this Agreement.

7.4. **No Implied Duties.** This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law. This Agreement does not imply Authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

7.5. **No Obligation of State General Appropriations Funds.** Nothing herein shall be construed as obligating state general appropriation funds for payment of any debt or liability or any nature arising hereunder. The parties expressly recognize that payments to be made by the Authority under this Agreement may come from federal funds made available to the Authority for this purpose.

7.6. **Survival.** Those articles, sections, and subsections of this Agreement which by their nature are intended to survive, including, but not limited to, the Grantee's Representations and Warranties and Indemnification, shall survive the completion of the Scope of Work and the expiration or earlier termination of this Agreement.

7.7. **Time of the Essence.** Time is of the essence with regard to each provision of this Agreement as to which time is an element.

7.8. **Acknowledgment of Funding Source.** Unless otherwise agreed upon in writing between the Parties, Grantee agrees that any publications, studies, or reports which are made possible by or derived, in whole or in part, from this Agreement, and any news articles, brochures, seminars, or other promotional materials or media or events through which Grantee publicizes the Scope of Work funded in whole or in part by this Agreement will acknowledge the Authority's support in the following manner: "Funding has been provided by/contributed by the Water Infrastructure Finance Authority of Arizona."

**Water Conservation Grant Fund**

7.9. **Entire Agreement.** This Agreement and any attached Exhibits shall constitute the entire agreement of the Parties relating to the Award and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral, or written.

<b>Exhibit A</b>	Grant Application
<b>Exhibit B</b>	Board Resolution
<b>Exhibit C</b>	Scope of Work
<b>Exhibit D</b>	General Terms and Conditions
<b>Exhibit E</b>	Federal Provisions
<b>Exhibit F</b>	Affidavit
<b>Exhibit G</b>	Reimbursement Request & Monthly Reporting Form
<b>Exhibit H</b>	Partnership Certification ( <i>if applicable</i> )

**ARTICLE VIII - Certification & Signatures**

The Grantee, TOWN OF GILA BEND, hereby accepts this Agreement according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the Scope of Work complies with all applicable state, local, and federal laws and regulations, and that I am authorized to enter into and sign a binding Agreement with the Authority

By: \_\_\_\_\_  
Signature

Date: 5/14/24

Katherine Valenzuela, Town Manager

Print Name and Title

For: TOWN OF GILA BEND  
Grantee Name

Tax ID No.: 86-0180960

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

Signature
<u>Chuck Podolak</u>
Printed Name
<u>Director,</u> <u>Water Infrastructure Finance Authority</u>
Title
Date

Signature
Printed Name
Title
Date



Water Conservation Grant Fund

## **EXHIBIT A**

### **Application**

[See attached]

## Applications: Gila Bend Smart Water Meter Replacement

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**Profile**

kvalenzuela@gilabendaz.org

**Entity Name:**

Town of Gila Bend

**I. General Information****1. Title of Project:**

Gila Bend Smart Water Meter Replacement

**2. Type of Conservation Activity (A.R.S. § 49-1332(B)):**

Programs and projects that reduce water use Per A.R.S. 49-1332(B)(2)

**Note: for the purpose of the application, the term project and program will be referred to as "conservation activity"**

**3. Is this for an individual Water Conservation Project or a general Water Conservation Program?**

Water Conservation Program

**Please describe the specific components that make it a program.**

Replacing 600 inefficient meters with smart meters that can detect water loss in real-time for the length of their useful life. The Town of Gila Bend will now have the ability to monitor the entire water system and be pro-active with consumers.

**4. What is the location of conservation activity?****City**

Gila Bend

**County**

Maricopa

**Program/Project Congressional District (check all that apply)**

3

**Program/Project Legislative District (check all that apply)**

23

**Watershed**

Aquifer

**Active Management Area (if applicable):**

n/a

**Irrigation Non-Expansion area (if applicable):**

n/a

**5. Conservation Activity Cost****Amount requested from the WCGF for this activity:**

\$330,000.00

**Amount of matching funds:**

\$82,500.00

**Total conservation activity cost:**

\$412,500.00

***When applying for the grant, note that a single water conservation program grant may not exceed***

**\$3,000,000. A single water conservation project grant may not exceed \$250,000. The WCGF requires at least a twenty-five percent match for each water conservation program or project.**

**6. What is the estimated water savings in acre-feet per year?**

100

**Explain calculation:**

Approximately 20% loss of our annual 500 acre-feet usage.

**7. What is the expected duration of the conservation activity?**

The smart meters have an expected useful life of 35 years for the body.

## II. Conservation Activity Benefits and Results

**8. What is the water conservation activity you propose to fund with grant monies? Describe in detail.**

Replacement of outdated water meters that require manual reads and do not allow for real-time detection of water loss. Replacing 600 inefficient meters with smart meters will reduce water loss with real-time information available to consumers.

**9. What is the source of the water that will be conserved? If it is mainstem Colorado River water or Colorado River water delivered through the Central Arizona Project, please clearly indicate so.**

Aquifer

**10. Describe the community (population size, demographics, principal economic activities, etc.) impacted by the conserved water.**

Gila Bend has just under 2,000 residents and a lower median household income than the state and the US. 36% of the population live below the poverty level.

-Source: U.S. Census Bureau, 2021 American Community Survey (ACS) 5-Year Estimates.

In Gila Bend, 81% of the population are part of a minority race or ethnic group. The largest percent of the population is Hispanic (72%).

-Source: 2020 Decennial Census

**11. What is the extent to which your water conservation activity achieves one or more of the following (select all that apply):**

Long-term reductions in water use, Improvements in water use efficiency

**Describe:**

The Town will promote these smart meters to consumers using their bills as examples of the financial cost of water leaks. We will also use this opportunity to easily reduce water usage, such as turning off the water when brushing teeth, in the Town's promotion of these new smart meters.

**12. What is the extent to which your water conservation activity addresses one or more of the following:**

Groundwater depletion

**Describe:**

Messaging to consumers on the importance of overall water conservation as the Town of Gila Bend promotes the cost-savings associated with real-time detection of leaks is mutually beneficial.

**13. How will your water conservation activity align with a local, regional, or statewide water plan or integrated resource management plan?**

The Town will utilize Conservation Tips from Arizona Department of Water Resources to create a water-saving culture in Gila Bend. Using the Town's social media, newsletters, and flyers, we will engage in the promotion of conservation that aligns with the state's water conservation efforts at the municipal level.

**14. What are the costs and benefits of your water conservation activity, including any environmental impacts?**

Environmental impacts will be minimal, because water meters already exist. Replacing with smart meters is only a benefit to consumers and to conservation efforts aimed at reducing water loss.

**15. How will you measure the effectiveness of the conservation activity?**

The old meters currently in use advertise to be able to capture as low as 0.25 gallons per minute. The proposed smart meters that the Town piloted starting June 2022 until now have proven very accurate. The meters have proven to staff that they can capture 0.003 gallons per minute. Of the meters installed, the Town is capturing an additional 10% of the water being used. If awarded this funding, staff will continue to monitor and analyze consumption on a daily basis.

## III. Funding Sources

**16. If your water conservation activity is eligible for funding from WIFA's Long-Term Water Augmentation Fund or Water Supply Development Fund, does the nature of your conservation activity make funding from those funds impractical, and why?**

n/a

**17. Would the conservation activity be otherwise implemented without this grant funding? Explain.**

It would take 4-5 fiscal years to achieve, barring no unexpected loss in Town revenues.

**18. To what extent will your water conservation activity maximize or leverage multiple available funding sources, including federal funding?**

The Town will the fund 25% match via cash and in-kind labor and equipment.

**19. Are there cost-sharing opportunities with other applicants or other parties? Explain.**

The Town of Gila Bend is solely responsible for providing water to its residents. As such, there are no other cost-sharing opportunities.

**20. What is the source and amount of the match (including in-kind match)?**

The Town of Gila Bend General Fund.

#### IV. Capacity, Feasibility, & Public Comment

**21. What qualifications and capacity do you have for completing your proposed water conservation activity? Include any past managerial deficiencies and provide the name(s) and qualifications of the individual(s) or entities who will be managing this activity.**

Dick Wallace, Town Engineer, will review plans prior to start. Kevin Larson is the Town's remote operator of record and he possesses his level 4 certifications in both Water and Wastewater. Donovan Schoon, is the on-site Water Supervisor and he holds his level 2 certifications in Water. The Town's existing Water Department staff and Public Works staff will assist as needed.

**22. Will there be significant management impacts as the result of the proposed conservation activity, or any technology associated with the conservation activity? (For example: additional costs or staffing requirements)**

No additional costs or staffing requirements are expected.

**23. Will the proposed conservation activity promote collaborative partnerships to address water-related issues? Explain.**

The Town of Gila Bend does provide water to the San Lucy District of the Tohono O'odham Nation. San Lucy will be engaged on these conservation efforts.

**24. What is the stakeholder involvement in the conservation activity planning process?**

The Town piloted smart meters (31 meters) on a small scale last year and the feedback has been great. Consumers are appreciative they are alerted to suspected water leaks.

**25. Will the proposed conservation activity include public outreach and opportunities for the public to learn about the conservation activity? Explain.**

If awarded, the Town will do a campaign to engage all residents on water conservation. Again, the Town will focus on both the financial aspect of water loss and the depletion of precious water resources.

**26. Is there community and/or sector support for the conservation activity? Explain.**

Residents, not on the piloted smart water meters, wanted to know when they would be getting their own smart meter. They also want real-time data to keep them informed about their own usage.

**27. How feasible is it to complete your water conservation activity? Explain.**

Very feasible since meters currently exist and a contractor will install the new smart meters.

**28. If the conservation activity is a continuation of ongoing activities, has the activity been shown to be effective? If a new activity, has the proposed project, technology, or technique previously been implemented?**

Yes, staff are quite happy with the results from the 31 smart meters that were purchased as pilots.

**29. Will the proposed conservation activity implement an established Best Management Practice? Explain.**

Yes, reducing lost and unaccounted for water is a Municipal Conservation Program Best Practice.

**Additional Supporting Documentation (pdf, jpg, word, excel)**

**Average Score**

**# of Reviews**

0

**# of Denials**

0

Please use the following link to view the Budget

**Budget Worksheet**

**View Budget Worksheet**

<https://portal.ecivis.com/#/peerBudget/0A6C5398-51E9-44D6-B6B2-3CCC25FEB216>

**Application Goals**

**View Application Goals**

<https://portal.ecivis.com/#/peerGoals/EF0B6BB3-DF36-495B-BFAF-BE641C7E959C>

**Did you include indirect costs in your budget?**

No



Water Conservation Grant Fund

## EXHIBIT B

### Board Resolution

[See attached]

# ***Grant Resolution 2024-182-Town of Gila Bend Water Infrastructure Finance Authority of Arizona***

## **Section 1: Resolution**

WHEREAS, the Water Infrastructure Finance Authority of Arizona (the “*Authority*”) has received from the Town of Gila Bend (the “*Local Grantee*”) a request (the “*Grant Application*”) for the Water Conservation Grant Fund (the “*Grant*”); and

WHEREAS, the Authority has determined that the Local Grantee has met the applicable requirements of the American Rescue Plan Act (“*ARPA*”), and Arizona Revised Statutes §§ 41-2702 et seq. and 49-1331 et. seq.; and

WHEREAS the terms and conditions under which the Grant will be made, and the obligations of the Local Grantee will be set forth in a grant agreement (the “*Grant Agreement*”) to be executed by the Local Grantee and the Authority.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AUTHORITY AS FOLLOWS:

The Board approves the Grant Application.

The Director of the Authority is hereby authorized and directed to execute the Grant Agreement with the Local Grantee to evidence a Grant in accordance with all applicable laws, the Grant Application, and the Summary detailed in Section 2 of this Grant Resolution.

The Director and other Authority officials, as appropriate, are authorized and directed to sign any document and take such actions as necessary and appropriate to consummate the transactions contemplated by this Resolution.

This Resolution shall take effect immediately.

Dated: March 20, 2024

By: David Beckham  
\_\_\_\_\_  
By: David Beckham (Mar 20, 2024 13:07 PDT)  
Chairman

***Grant Resolution 2024-182-Town of Gila Bend  
Water Infrastructure Finance Authority of Arizona***

**Section 2: Summary**

**2.1 Grant Number**

**WC6-277-2024**

**2.2 Description**

The Town of Gila Bend is replacing approximately 600 existing outdated meters with new AMR meters.

**2.3 Grant Amount Requested**

**\$330,000**

## EXHIBIT C

### Scope of Work

Program/Project Title:	<b>Gila Bend Smart Water Meter Replacement</b>		
Grant Award:	<b>\$330,000.00</b>		
Match Amount and Source of Match (Cash and/or In-kind):	<i>(Breakdown the amount of cash and/or in-kind match being provided)</i> Match: \$82,500.00      CASH:      IN-KIND:		
Scope of Work:	<p>Using contracted labor, 600 outdated meters will be replaced with smart meters.</p>		
Purpose of project/program:	<p>To replace 600 meters with smart meters to improve water conservation.</p> <p>Replacement of outdated meters that require manual reads and do not allow for real-time detection of water loss will vastly improve water conservation. Staff will be able to monitor and analyze consumption on a daily basis.</p>		

### Scope of Work Schedule

**Estimated grant draws by month for the fiscal period beginning November 2023 and ending June 2026**

<b>Jul-23</b>	<b>Aug-23</b>	<b>Sep-23</b>	<b>Oct-23</b>	<b>Nov-23</b>	<b>Dec-23</b>
N/A	N/A	N/A	N/A	\$	\$

<b>Jan-24</b>	<b>Feb-24</b>	<b>Mar-24</b>	<b>Apr-24</b>	<b>May-24</b>	<b>Jun-24</b>
\$	\$	\$	\$	\$	\$

<b>Jul-24</b>	<b>Aug-24</b>	<b>Sep-24</b>	<b>Oct-24</b>	<b>Nov-24</b>	<b>Dec-24</b>
\$	\$	\$	\$	\$	\$

<b>Jan-25</b>	<b>Feb-25</b>	<b>Mar-25</b>	<b>Apr-25</b>	<b>May-25</b>	<b>Jun-25</b>
\$	\$	\$	\$	\$	\$

<b>Jul-25</b>	<b>Aug-25</b>	<b>Sep-25</b>	<b>Oct-25</b>	<b>Nov-25</b>	<b>Dec-25</b>
\$	\$	\$	\$	\$	\$

<b>Jan-26</b>	<b>Feb-26</b>	<b>Mar-26</b>	<b>Apr-26</b>	<b>May-26</b>	<b>Jun-26</b>
\$	\$	\$	\$	\$	\$

**Total \$**

*Note all grants must adhere to the following benchmarks as described in section 2.6.3 of this grant agreement.*

- *Expend 5% of the Award by December 2, 2024.*
- *Expend 50% of the Award by December 31, 2025.*
- *Expend 75% of the Award by March 31, 2026.*

**Scope of Work Schedule Narrative:**

*(Describe timelines, expectations of when projects will start/complete, etc.)*

The 5% threshold will be met by 12-2-24 on grant management and procurement expenses.

The full grant amount is expected to be completed by June 30, 2025.

## **EXHIBIT D**

### **General Terms and Conditions**

All defined terms used herein that are not otherwise defined or described herein, shall have the meanings ascribed to them in the Agreement attached hereto.

1. Agreement Interpretation.
  - 1.1. Captions and Headings. The captions and headings contained in this Agreement are included for convenience of reference only and are not intended to limit or enlarge the terms of this Agreement.
  - 1.2. Choice of Law. The substantive laws of Arizona shall govern the interpretation, validity, performance and enforcement of this Agreement. A tribal government, by executing this Agreement, hereby waives any defense it may have of tribal sovereign immunity for the limited purpose of providing for the enforcement of this Agreement in accordance with its terms.
  - 1.3. Date Calculation. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
  - 1.4. Implied Agreement Terms. Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.
  - 1.5. Order of Precedence. In the event of a conflict in the provisions of the Agreement, as accepted by the Grantee and the Authority, and as they may be amended from time to time, the following shall prevail in the order set forth below:
    - 1.5.1. Federal provisions;
    - 1.5.2. Agreement Amendments;
    - 1.5.3. Agreement; then
    - 1.5.4. General Terms and Conditions.
  - 1.6. Relationship of Parties. Neither Party to this Agreement shall be deemed to be the employee or agent of the other Party to the Agreement.
  - 1.7. Severability. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.
  - 1.8. Third-Party Rights. Nothing in this Agreement is intended to create any third-party beneficiary rights; and Grantee and the Authority expressly state that this Agreement does not create any third-party rights of enforcement.
  - 1.9. Waivers. No term or provision hereof will be considered waived by either Party, and no breach is excused or consented to by either Party, unless such waiver or consent is in writing and signed on behalf of the Party against whom the waiver is asserted. No express or implied consent by either Party to, waiver of, or failure of a Party to enforce its rights with respect to a breach by the other Party shall constitute consent to or, waiver of any subsequent or other breach by the other Party. Neither the failure nor the delay of the Authority to exercise any right, power or privilege under this Agreement

shall operate as a waiver thereof or shall any single or partial exercise of any right, power or privilege preclude any further exercise of any other right, power or privilege.

2. Agreement Administration and Operation.

- 2.1. Accounting. Grantee shall maintain for the purposes of this Agreement an accounting system or procedures and practices that conforms to generally accepted accounting procedures.
- 2.2. Audits and Inspections. The Authority shall have the right of access to records of the Grantee in order to conduct audits or other investigations. Upon request, the Authority's authorized representatives shall be provided with access and shall have the right to examine all documents, financial records, facilities, and activities related to Grantee's performance of this Agreement and to the receipt and expenditure of the Award. Grantee agrees to rectify issues identified in audits within the Authority prescribed time periods. Failure to comply with the request for audit or inspection, or a lack of documentation and records, is cause for termination of this Agreement or withholding of future disbursements.
- 2.3. Audit Exceptions. If federal or state audit exceptions are made relating to this Agreement, Grantee shall reimburse all costs incurred by the State of Arizona and the Authority associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees, travel costs, penalty assessments, and all other costs of whatever nature. Immediately upon notification from the Authority, Grantee shall reimburse the amount of the audit exception and any other related costs directly to the Authority as specified by the Authority in the notification.
- 2.4. Procurement. Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The Authority may review any procurement solicitations that Grantee issues. The Authority's review and comments will not constitute an approval of the solicitation. Regardless of the Authority's review, the Grantee remains bound by all applicable laws, regulations, and Agreement terms. If during its review, the Authority identifies any deficiencies, then the Authority shall communicate those deficiencies to the Grantee within seven (7) business days.
- 2.5. Retention. Pursuant to A.R.S. § 35-214 and 35-215, Grantee shall retain all records relating to this Agreement for a period of five years from the date of final payment to Grantee or as required by applicable law, whichever is longer.
3. Insurance. Grantee and its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Grantee, its agents, representatives, employees or subcontractors.
  - 3.1. The Insurance Requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that arise out of the performance of the work under this Agreement by the Grantee, its agents, representatives, employees or subcontractors, and the Grantee is free to purchase additional insurance.
  - 3.2. Minimum Scope and Limits of Insurance. Grantee shall provide coverage with limits of liability not less than those stated below.

3.2.1. Commercial General Liability (CGL) – Occurrence Form. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$50,000
• Each Occurrence	\$1,000,000

3.2.1.1. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee.

3.2.1.2. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3.2.2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

• Combined Single Limit (CSL)	\$1,000,000
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3.2.2.1. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Grantee involving automobiles owned, hired and/or non-owned by the Grantee.

3.2.2.2. The policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3.2.3. Workers' Compensation and Employers' Liability.

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

3.2.3.1. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3.2.3.2. This requirement shall not apply to any entity that is exempt under A.R.S. § 23-901, and when such entity executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

- 3.3. **Additional Insurance Requirements.** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:
  - 3.3.1. The Grantee's policies, as applicable, shall stipulate that the insurance afforded the Grantee shall be primary and that any insurance carried by the Authority, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621(E).
  - 3.3.2. Insurance provided by the Grantee shall not limit the Grantee's liability assumed under the indemnification provisions of this Agreement.
- 3.4. **Notice of Cancellation.** Applicable to all insurance policies required within the Insurance Requirements of this Agreement, Grantee's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Grantee must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).
- 3.5. **Acceptability of Insurers.** Grantee's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.
- 3.6. **Verification of Coverage.** Contractor shall furnish the Authority with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Grantee has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates. All such certificates of insurance and policy endorsements must be received by the State before work commences. The Authority's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement. Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of the Agreement. All certificates required by this Agreement shall be sent directly to the Authority. The State of Arizona project/Agreement number and project description shall be noted on the certificate of insurance. The Authority reserves the right to require complete copies of all insurance policies required by this Agreement at any time.
- 3.7. **Subcontractors.** Grantee's certificate(s) shall include all subcontractors as insureds under its policies or Grantee shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Authority reserves the right to require, at any time throughout the life of this contract, proof from the Grantee that its subcontractors have the required coverage.
- 3.8. **Exceptions.** In the event the Grantee or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self- insurance. If the Grantee or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**4. Certifications Required by State Law.**

- 4.1. If the Grantee is a Company as defined in A.R.S. § 35-393, the Grantee certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. § 35-393 and will refrain from any such boycott for the duration of this Agreement.
- 4.2. The Grantee further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.
- 4.3. **Immigration Laws.** Grantee certifies and warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges that any contractor or subcontractor who is contracted by Grantee to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A). Any breach of this warranty shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. The Authority retains the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in this paragraph and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection.
- 4.4. **Non-Discrimination.** Grantee certifies and warrants that it shall comply with the provisions of State Executive Order 2009-9. In performing this Agreement, Grantee shall not, and shall ensure that any and all contractors, subcontractors, employees, agents, volunteers, officers, officials, directors, volunteers, and affiliates, also shall not discriminate, harass, or allow harassment against any person on the basis of sex, race, color, ancestry, religious cred, national origin, physical disability, mental disability, medical condition, age, marital status, or any other basis prohibited under law. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
5. **Reversion of Remaining Funds.** Upon expiration or termination of this Agreement, Grantee shall transfer to the Authority any unexpended funds provided to Grantee by the Authority under this Agreement.

**Acknowledgment**

**TOWN OF GILA BEND**

The Grantee, TOWN OF GILA BEND, hereby acknowledges and accepts the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Katherine Valenzuela, Town Manager**

Print Name and Title

For: **TOWN OF GILA BEND**  
Grantee Name

Tax ID No.: **86-0180960**

## **EXHIBIT E** **Federal Provisions**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Grantee provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Grantee's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance.

Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. The assurances apply to all federal financial assistance from, or funds made available through the Department of the Treasury, including any assistance that the Grantee may request in the future. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Grantee's program(s) and activity(ies), so long as any portion of the Grantee's program(s) or activity(ies) is federally assisted in the manner prescribed above.

All defined terms used herein that are not otherwise defined or described herein, shall have the meanings ascribed to them in the Agreement attached hereto.

### **ARTICLE I - ARPA Terms and Conditions**

- 1.1. **Accounting.** Grantee shall maintain for the purposes of this Agreement an accounting system or procedures and practices that conforms to Generally Accepted Accounting Principles. As defined by 2 C.F.R. Part 200, Subpart A, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board.
- 1.2. **Use of Funds.** Grantee understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- 1.3. **Capabilities.** Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 1.4. **Reporting.** The Grantee agrees to comply with any reporting obligations established by Treasury as they relate to this award.
- 1.5. **Maintenance of and Access to Records.** Grantee shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. The Treasury Office of the Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 1.6. **Pre-Award Costs.** Pre-award costs are allowable only to the extent permitted in 2 C.F.R. § 200.458. Pursuant to the Treasury's SLFRF FAQ, Section 2.6, the ARPA final rule permits funds to be used to cover costs incurred beginning on March 3, 2021. Pre-award costs shall be allowable subject to the terms and conditions of the Agreement.

- 1.7. **Administrative Costs.** Grantee may use funds provided under this award to cover both direct and indirect costs.
- 1.8. **Compliance with Applicable Law and Regulations.** Grantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, the following:
  - 1.8.1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - 1.8.2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - 1.8.3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - 1.8.4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - 1.8.5. Grantee Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - 1.8.6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - 1.8.7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - 1.8.8. Generally applicable federal environmental laws and regulations.
- 1.9. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - 1.9.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
  - 1.9.2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

- 1.9.3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
- 1.9.4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and
- 1.9.5. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

- 1.10. **Remedial Actions.** In the event of Grantee's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
- 1.11. **False Statements.** Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 1.12. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Grantee] by the U.S. Department of the Treasury."
- 1.13. **Debts Owed the Federal Government.** Any funds paid to Grantee: (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Grantee shall constitute a debt to the federal government. Any debts determined to be owed the federal government must be paid promptly by Grantee. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Grantee knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
- 1.14. **Disclaimer.** The United States expressly disclaims all responsibility or liability to Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Grantee does not in any way establish an agency relationship between the United States and Grantee.
- 1.15. **Protections for Whistleblowers.** In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of

gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following:

- 1.15.1. A member of Congress or a representative of a committee of Congress.
- 1.15.2. An Inspector General.
- 1.15.3. The Government Accountability Office.
- 1.15.4. A Treasury employee responsible for contract or grant oversight or management. An authorized official of the Department of Justice or other law enforcement agency;
- 1.15.5. A court or grand jury; or
- 1.15.6. A management official or other employee of Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- 1.15.7. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 1.16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

## **ARTICLE II – Civil Rights Compliance**

- 2.1. Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 2.2. Grantee acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and

agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee's programs, services, and activities.

- 2.3. Grantee agrees to consider the need for language services for LEP persons when Grantee develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>. OMB Approved No. 1505-0271 Expiration Date: April 30, 2025.
- 2.4. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee's successors, transferees, and assignees for the period in which such assistance is provided.
- 2.5. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Grantee and the Grantee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Grantees of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- 2.6. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.
- 2.7. Grantee shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Grantee shall comply with information requests, on-site compliance reviews and reporting requirements.
- 2.8. Grantee shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Grantee also must inform the Department of the Treasury if Grantee has received no complaints under Title VI.
- 2.9. Grantee must provide documentation of an administrative agency or court's findings of non-

compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other OMB Approved No. 1505-0271 Expiration Date: April 30, 2025, agreements between the Grantee and the administrative agency that made the finding. If the Grantee settles a case or matter alleging such discrimination, the Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.

2.10. If the Grantee makes sub-awards to other agencies or other entities, the Grantee is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law. Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Grantee's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Grantee is in compliance with the aforementioned nondiscrimination requirements.

### **ARTICLE III - Conflicts of Interest Acknowledgment**

3.1. **Conflicts of Interest.** Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity (program or project) funded under this award. Grantee must disclose in writing to the Authority, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

3.1.1. The Grantee must maintain standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

3.1.2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

3.1.3. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. However, Grantees may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

### **ARTICLE IV - Debarment and SAM.GOV Certification**

4.1. The Grantee certifies that, neither the Grantee nor any owner, partner, director, officer, or principal of the Grantee, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

4.1.1. Is presently debarred, suspended, proposed for debarment, and declared ineligible or

voluntarily excluded from covered transactions by any federal or state department/agency;

## **ARTICLE V - Lobbying Certificate Disclosure**

5.1. For each bid, request for reimbursement, or offer, that exceeds \$100,000, the Grantee certifies, to the best of his or her knowledge and belief, that:

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

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

5.1.3. The Grantee shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

5.2. This certification is a material representation of the fact upon which reliance was placed when this

transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31 CFR Part 21.

### **ARTICLE VI - Audit Statement**

- 6.1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- 6.2. If Grantee expends more than seven hundred and fifty thousand dollars (\$750,000) in federal awards during a fiscal year, Grantee will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and Grantee must:
  - 6.2.1. Provide a copy of Grantee's single audit in the eCivis file reporting area; and
  - 6.2.2. Upload a copy of Grantee's alternative audit or financial budget audit in the eCivis file reporting area.

### **ARTICLE VII – Non-supplanting Certification**

- 7.1. Supplanting. Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If the Authority has reason to believe supplanting has or will occur, the Grantee shall supply documentation demonstrating that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- 7.2. Certification. By signing this Agreement, the Grantee certifies that any funds awarded under this Agreement shall be used to supplement existing funds for activities contemplated under this Agreement and will not supplant or replace nonfederal funds that have been appropriated for the purposes and goals of the Agreement.
- 7.3. Penalties. The Grantee understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds awarded under the Agreement, suspension or debarment from federal grants, recoupment of monies provided under this Agreement, and civil and/or criminal penalties.

### **ARTICLE VIII – Miscellaneous**

- 8.1. Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Grantee shall take affirmative steps to solicit and include small, minority, and women owned businesses, when possible, in an effort to encourage participation and fair competition in providing supplies/services described in this solicitation. As set forth in 2 C.F.R. § 200.321(b)(1)-(5), such affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum

participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. If subcontracts are to be let, Grantee shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used as required by 2 C.F.R. § 200.321.

**ARTICLE IX - Acknowledgment**

The Grantee, TOWN OF GILA BEND, hereby acknowledges and accepts the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Katherine Valenzuela**

Print Name and Title

For: TOWN OF GILA BEND  
Grantee Name

Tax ID No.: 86-0180960

## **EXHIBIT F**

### **Affidavit**

#### **AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the [title] Town Manager and the duly authorized representative of the Grantee and that I possess the legal authority to make this Affidavit on behalf of myself and the Grantee for which I am acting.

#### **AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants, or awards with public bodies, has been convicted of, or has had probation before judgment imposed, or has pleaded nolo contendere to a charge or bribery, attempted bribery, or conspiracy to bribe in violation of Arizona law, or the law of any other state, or federal law, except as follows *indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Grantee:*

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#### **AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants, or awards with public bodies, has:

1. Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
2. Been convicted of any criminal violation of a state or federal antitrust statute.
3. Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961, et seq., or the Mail Fraud Act, 18 U.S.C. § 1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract.

4. Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), or (3) above.
5. Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
6. Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts, or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows *[list each debarment or suspension, providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Grantee, and the status of any debarment]*:

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#### **AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants, or awards with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows *[indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Grantee, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]*:

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#### **SUBCONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, has knowingly entered into a contract with a public body under which a person debarred or suspended will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

#### **AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, have in any way:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the award that is being entered into with the Authority.
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Grantee or of any competitor, or otherwise take any action in restraint of free competitive bidding in connection with the award that is being entered into with the Authority.
3. Colluded with anyone to obtain information concerning the award that would give the Grantee an unfair advantage over others.

#### **ACKNOWLEDGMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Authority and may be distributed to units of the State of Arizona and the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Arizona, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this application for an award shall be construed to supersede, amend, modify, or waive the exercise of any statutory right or remedy conferred by the Constitution and the laws of Arizona with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the Grantee with respect to this Affidavit, the award, and other Affidavits comprising part of this Agreement.

I DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF ARIZONA, THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

*(Authorized Representative and Affiant)*

**EXHIBIT G**  
**Reimbursement Request & Monthly Reporting Form**

*This Reimbursement Request & Monthly Reporting Form is included as an example of the type of report Grantee should expect to submit on a monthly basis. The Authority reserves the right to request additional information and to modify this form.*

<b>Grantee Information (Subrecipient)</b>			
Organization		Grant No.	
Contact Person		Contact Title	
Physical Address		City, State, Zip	
Phone Number		Email	
Sam.Gov UEI #			
Organization Internal Account Number:			
Median Household Income of service area			
Lowest Quintile Income of the service area			
<b>Project/Program Information</b>			
Grant Amount			
Match Amount			
Total Project Cost			
Since the previous disbursement request have total project/program cost estimates changed by 5% or more due to a Change Order or other project/program event? If Yes, explain	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Projected/actual construction start date (month/year)			
Projected/actual initiation of operations date (month/year)			
Project/Program Location (address, City, and zipcode)			
Does the project/program prioritize local hires?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Does the project/program have a Community Benefit Agreement? If yes include a description of any such agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is this project aligned with another federal award? If yes, provide the federal award information and the PWS # for drinking water projects or the NPDES # for clean water projects	<input type="checkbox"/> Yes <input type="checkbox"/> No Federal Grant: PWS: NPDES:		
<b>Award Information (Subaward) – One per vendor</b>			
Obligated Amount/Contract Amount			
Date Obligated/Contract Executed Date			
Vendor Name			
Vendor Physical Address			
Vendor City, State, Zip			
Vendor Sam.Gov UEI #			
Vendor Debarment Statement Y or N			
Expenditure during this reporting period (attach invoices for payment)			
Remaining contract amount			

All procurement documentation of Award expenditures has been maintained and can be produced upon request?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Invoices, Receipts, and other Payment Tracking – One per receipt / invoice / request for funds</b>	
List of each contractor, subcontractor, or vendor that provided supplies, equipment, construction, or other goods or services included in this disbursement request.	
List of each invoice number and invoice date	
The amount being requested from grant proceeds	
The amount the grantee will provide as part of the 25% match requirement and the source of the match	
The total invoice amount (the amount requested, plus the match amount must equal the total invoice amount)	
<b>Performance Measures &amp; Outcomes</b>	
Have you started the program/project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If you answered Yes, what date did program/project start?	
Is the program/project 25% complete?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the program/project 50% complete?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the program/project 75% complete?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the program/project on schedule to complete the Scope of Work as described in the grant agreement? <i>If no, please note an amended Scope of Work Schedule must be submitted</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Actual water savings in acre-feet associated with this grant award (as available)	
Projected water savings in acre- feet associated with this grant award (if changed from original application)	
Most recent reported system deliveries:	
<b>Narrative – Description of how the funds were used and what was accomplished.</b>	

**To receive reimbursement:**

- **Grantee must attach invoices for costs incurred;**
- **Vendors must be registered through SAM.GOV and have an active Unique Entity Identifier (UEI) Number.**

**Grantee Representative Signature**

Printed Name			
Title			
Signature		Date	

## Town of Gila Bend Zoning Ordinance Update

### **G. Legal Protest against Amendment.**

If there is a written protest against a change in the zoning classification of a parcel of land, signed by the owners of twenty percent or more of the area of lots included in the proposed change, or of those within a distance of 150 feet, the change shall not be approved except upon the affirmative vote of three-fourths of all of the members of the Council.

### **16-3-03 Variances**

#### **A. General.**

The Board of Adjustment may grant a Variance from the strict terms of this Ordinance where such Variance will not be contrary to the public interest, and where, owing to conditions peculiar to the property because of its size, shape or topography, and not as a result of the action of the applicant, the strict enforcement of this Ordinance would deprive the owner of the reasonable use of the Land and/or Building involved.

#### **B. Applications for Variances.**

Applications for Variances shall be on forms provided by the Zoning Administrator. The application shall be accompanied by a development plan showing such information as the Zoning Administrator may reasonably require for purposes of this Ordinance. The plans shall contain sufficient information for the Board to make a proper decision on the matter. The request shall state the exceptional conditions and the peculiar and practical difficulties claimed as a basis for a Variance. The application shall include:

1. Name and address of the applicant;
2. The legal description of the Property involved in the request for Variance, including the street address, if any;
3. The names and addresses of the owners of the Property and any other persons having a legal interest therein;
4. A Site Plan drawn to scale showing the Property dimensions, grading, landscaping, and location of Utilities, as applicable;
5. Location of all existing and proposed Buildings;
6. Drive accesses, driveways, access roads, parking spaces, off-street loading areas, and sidewalks as applicable;
7. The Variance requested and the reasons for the request.

#### **C. Notice of Hearing.**

1. *Zoning Administrator.* The Zoning Administrator shall prepare a notice of the public hearing, which shall include the time, date, place of the public hearing and the purpose of the Variance.

## Town of Gila Bend Zoning Ordinance Update

2. *Published and Posted Notice.* The notice shall be published once in the official newspaper of the Town and posted in a conspicuous place on the Real Property at least 15 days before the hearing.
3. *Mailed Notice.* The notice shall be mailed at least seven (7) days prior to the public hearing to each owner of property situated wholly or partly within 200 feet of the exterior boundaries of the Real Property to which the Variance relates. The Zoning Administrator shall be responsible for mailing such notices. The applicant shall furnish to the Zoning Administrator the names and addresses of all Real Property owners within 200 feet of the Real Property.

### **D. Criteria for Granting of Variances.**

1. *General.* The Board of Adjustment may vary or adjust the strict application of the requirements of this Ordinance in the case of an irregular, narrow, shallow, or steep lot or other physical condition applying to a Lot, Building or Structure as a result of which strict application would result in practical difficulty or unnecessary hardship that would deprive the owner of the reasonable Use of the Land, Building or Structure involved. Any such Variance granted shall be granted according to the requirements and procedures established by this Ordinance.
2. *No Variance for Uses.* Variances may be granted only for hardships related to the physical characteristics of Land. Variances to this Ordinance related to Permitted Uses, Accessory and/or Conditional Uses in any use district shall not be allowed.
3. *Criteria.* No Variance or adjustment in the strict application of any provision of this Ordinance shall be granted unless:
  - a. Special circumstances or conditions, fully described in the Board's findings, are peculiar to the Land, Building or Structure for which the adjustment is sought and do not apply generally to Land, Buildings or Structures in the neighborhood and have not resulted from any act of the applicant subsequent to the adoption of the ordinance.
  - b. For reasons fully set forth in the Board's finding, the circumstances or conditions are such that the strict application of the provisions of this Ordinance would deprive the applicant of the reasonable Use of the Land or building, the granting of the adjustment is necessary for the reasonable Use thereof and the adjustment as granted is the minimum adjustment that will accomplish this purpose; and
  - c. The granting of the adjustment is in harmony with the general purpose and intent of this Ordinance and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
  - d. To grant exceptions and Variances upon request where, after a showing that an illegal construction or a nonconforming Building or Use existed for a period of at least five (5) years. In violation of zoning ordinances and the

## **Town of Gila Bend Zoning Ordinance Update**

Town, with knowledge of the existence of the condition, has not taken any steps toward elimination of such violations.

### **E. Public Hearing and Decision by the Board of Adjustment.**

In considering an application for a Variance, the Board shall consider:

1. Evidence showing why, due to special circumstances applicable to the Real Property, including its size, shape, topography, location or surroundings, strict application of this Ordinance would deprive the Property owner of privileges enjoyed by other Property owners of the same classification in the same zoning district.
2. Evidence showing that the requested Variance will not constitute a grant of special privileges inconsistent with limitations upon other Properties in the vicinity and district in which the Property is located.
3. Evidence that the special circumstances applicable to the Property were or are not self-imposed by the Property owner.
4. Evidence showing why granting the Variance: (a) substantially meets the intent and purpose of the zoning district in which the Property is located; (b) will not be detrimental to the health, safety, and general welfare of persons living or working in the neighborhood; (c) will not be detrimental to the general welfare of the Town; and (d) is the least amount of relief necessary to permit Use of the property similar to other Properties in the district.
5. After the hearing, the Board may adopt a motion granting the Variance and imposing conditions on the Variance to fulfill the intent of this Ordinance. A Variance shall not be approved except upon the affirmative vote of three-fourths of all the members of the Board.

### **16-3-04 Site Plan Approval**

#### **A. General.**

The Commission shall review Site Plans for all Development in the Town except for Single-Family Dwellings and Two-Family Dwellings. Site Plan approval is not required for Single-Family Dwellings and Two-Family Dwellings.

#### **B. Submittal of Application.**

Applications for Site Plan approval shall be filed on forms provided by the Zoning Administrator. The application shall be accompanied by Development plans showing sufficient information for the Commission or Town staff to determine whether the proposed Development will meet the requirements of this Ordinance. The application and applicable fee shall be filed with the Zoning Administrator. The Zoning Administrator shall review the application and schedule it for a public hearing of the Commission.

## **Town of Gila Bend Zoning Ordinance Update**

illuminated revolving beacons, zip flasher, or similar devices shall not be permitted in any use districts. However, in B-2, I-1, and I-2 Districts, flashing signs (greater than 12 flashes per minute) are permitted when limited to public service messages only, such as: time, temperature, etc.

- O. No free-standing sign shall project beyond the property line of the parcel upon which it is erected.
- P. One address sign shall be required per building in all districts.
- Q. Religious assembly directional sign may be permitted in all districts provided the total area of such signs shall not exceed the size for other directional signs in the district.
- R. Canopies and marquees shall be considered to be an integral part of the structure to which they are accessory. Signs may be attached to a canopy or marquee, but such sign shall not be considered as part of the wall area and thus shall not warrant additional sign area.
- S. Signs which are located on the interior of a building and are not visible from the outside of said building shall be exempt from the provisions of this Ordinance and shall not require permits or payment of fees.
- T. No sign shall contain any indecent or offensive picture or written matter.

### **16-8-03 District Regulations**

In addition to those signs permitted in all Districts, the following signs are permitted in each specific district and shall be regulated as to size, location and character according to the requirements herein set forth:

#### **A. Residential Districts.**

1. Nameplate Signs: One sign for each dwelling unit, not greater than two square feet in area, indicating the name and/or address of the occupant.
2. Institutional and Recreational Signs: One sign or bulletin board per street frontage for a public institutional use; for a recreational use in residential districts such sign or bulletin board shall not exceed 24 square feet in area nor shall it be placed closer than ten feet to any street right-of-way line.
3. Area Identification Signs: One sign per development not to exceed 24 square feet in area.
4. Temporary Signs: According to Section 16-7-13 J(2)(i).
5. Maximum Height of Free-Standing Signs: Six feet.
6. Lighting: Lighting must be indirect or defused.
7. No home occupation signs shall be allowed.

#### **B. B-1 District.**

## Town of Gila Bend Zoning Ordinance Update

1. Wall Signs: The total area of all wall signs affixed to a building wall shall not exceed 15% of the total area of that wall. No individual wall sign shall exceed 100 square feet. Wall mounted signs shall not exceed mansard or roof height. Wall signs may not project into the required front setback area more than two feet. Illuminated but non-flashing signs are permitted.
2. Free-standing Signs: One free-standing sign per shopping center or isolated commercial establishment is permitted. The total area of this sign shall not exceed 40 square feet and its maximum height shall not exceed 20 feet.
3. Temporary Signs: Permitted according to Section 16-7-13 J(2)(i).
4. Traffic directional signs.

### **C. B-2 District.**

1. Wall Signs: The total area of all wall signs shall not exceed 15% of the total area of the wall to which they are attached or 300 square feet, whichever is less. Wall-mounted signs shall not exceed roof height by more than two feet.
2. Free-standing Signs: There may be no more than one free-standing sign for each commercial development having a frontage of 300 feet or less. One additional sign may be erected for each 300 feet of additional frontage. The total area of a free-standing sign for a shopping center or isolated commercial establishment having one street frontage shall not exceed 60 square feet. Each permitted, free-standing sign, in excess of one, shall have an area not to exceed 40 square feet. As an alternative to two or more signs, the total allowable square footage may be combined into one sign. Maximum height shall not exceed 25 feet.
3. Exception: In addition to the free-standing sign or signs defined in Section 16-7-13 J(3)(b) Businesses located within 1,500 feet of the centerpoint of any interstate interchange shall be allowed one sign not to exceed height of 25 feet above the elevation of said centerpoint of the interstate interchange. Total area of the sign shall not exceed 200 square feet.
4. Temporary Signs: Permitted according to Section 16-7-13 J(2)(i).
5. Traffic directional signals.

### **D. I-1 and I-2 Districts.**

1. Wall Signs: The total area of all wall signs shall not exceed 20% of the total area of the wall to which they are attached. Wall-mounted signs shall not exceed roof height by more than four feet.
2. Free-standing Signs: There may be no more than one free-standing sign per street frontage. Each free-standing sign may not exceed 60 square feet in area and 25 feet in height.

## **Town of Gila Bend Zoning Ordinance Update**

3. Industrial Park Identification Signs: There may be no more than one identification, sign per industrial park entrance. Each identification sign may not exceed 60 square feet in area and 25 feet in height.
4. Temporary Signs: Permitted according to Section 16-7-13 J(2)(i).
5. Traffic Directional Signs.

**E. Billboards.**

1. Billboards may be erected along and intended to serve only Interstate Highway 8 and State Highway 84 and 85.
2. The maximum allowable size of any billboard is 800 square feet.
3. The maximum allowable height of any billboard is 50 feet. If an Interstate or U.S. Highway served by a billboard is elevated above the surface on which it is placed, the Planning and Zoning Commission may grant a Variance to this regulation according to its discretion.
4. The minimum allowable distance between billboards along the same side of the road is 2,000 feet.
5. The minimum allowable proximity of any billboard to any residential zoning district is 500 feet.
6. No billboard may display any moving parts nor shall it be illuminated with any flashing or intermittent lights.
7. No billboard shall be placed closer than 100 feet to any interstate right-of-way line.

**F. Non-conforming Signs.**

Any non-conforming sign which has been damaged by fire, wind or other cause in excess of fifty percent (50%) of the area of the sign face or faces shall not be restored except in conformance with the provisions of this Ordinance.



## Community & Economic Development Department

TO: Board of Adjustment  
FROM: Sandra Hoffman, Senior Planner  
SUBJECT: Loves VAR 24-001  
DATE: May 14, 2024

### Agenda Item:

#### **Request**

The applicant/owner is requesting approval of a height variance for placement of a building signs above the roofline of an existing Love's Travel Center located at 820 W. Pima Street in the B-2 Community Business Zone Zoning District. Approval of the variance would allow for zoning and permit approval for placement of the signs.

#### **Property Details**

The parcel number is 403-06-004A and the size of the property is 3.55 acres. The property is part of a subdivision called North Gila Bend State Plat No. 10 and was approved by the Arizona State Land Department on May 10, 1948. The lot is irregularly shaped and has several access points off W. Pima Street.



#### **Applicant & Owner**

The applicant is Effective Images, Inc. and the property owner is Love Family Affiliated Fund of Oklahoma.

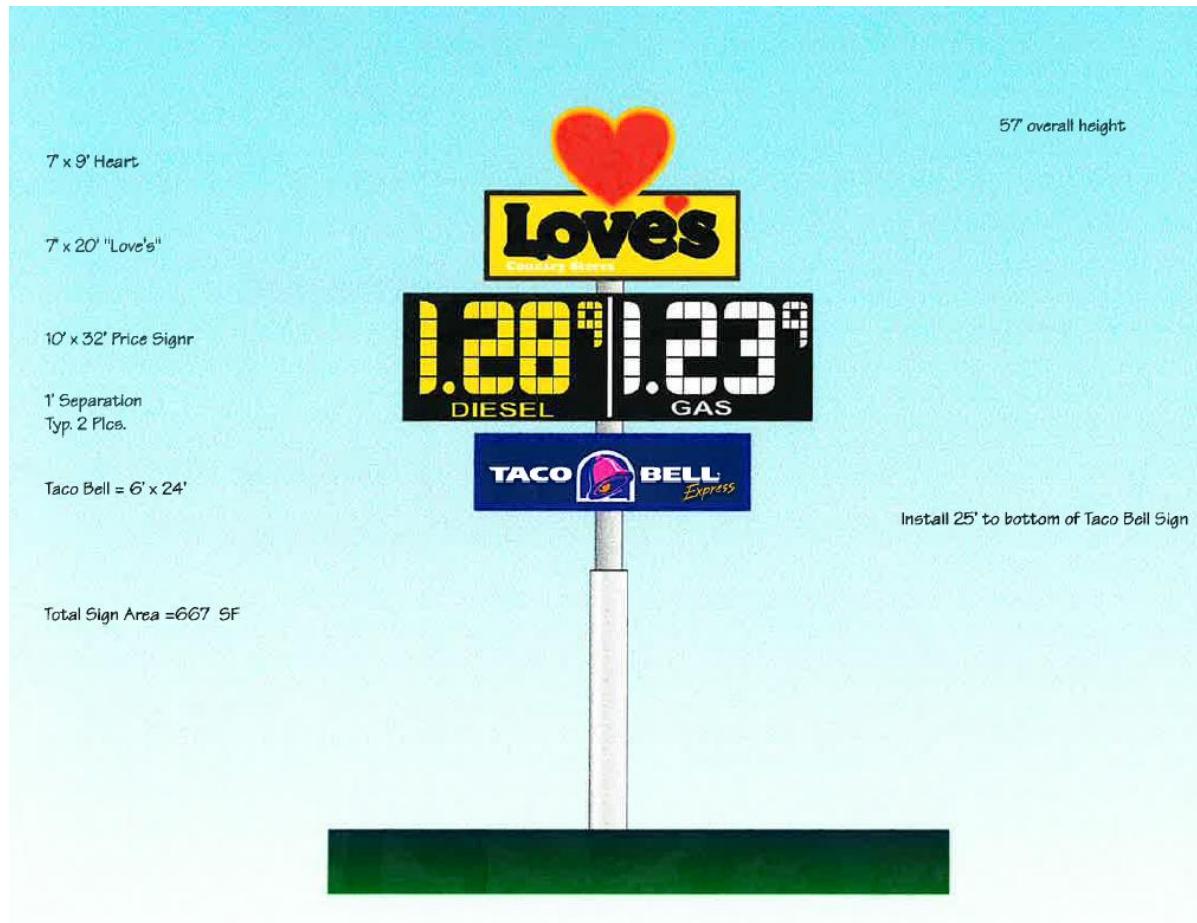


## Community & Economic Development Department

### Background:

#### **History**

1/15/98: A variance was approved under #008 for a Hi-Rise (pole) sign with the condition that the area of sign must not exceed 667 sf and the height does not exceed 7-ft above the McDonald's sign. The application identified a height of 57-ft. from top to bottom.



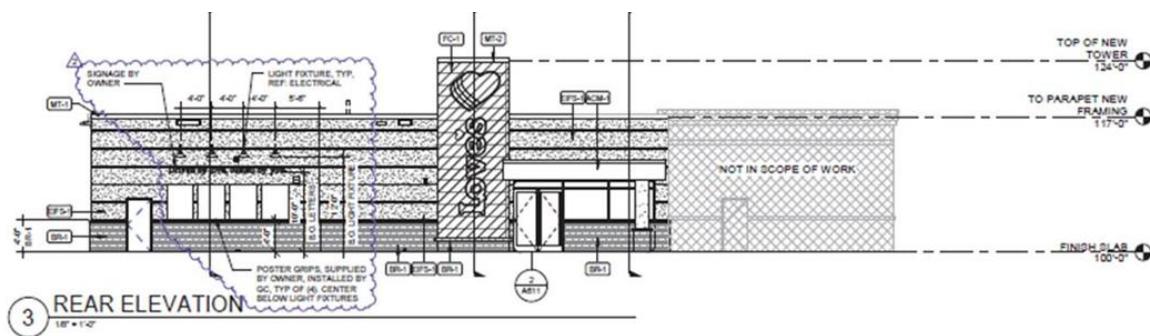
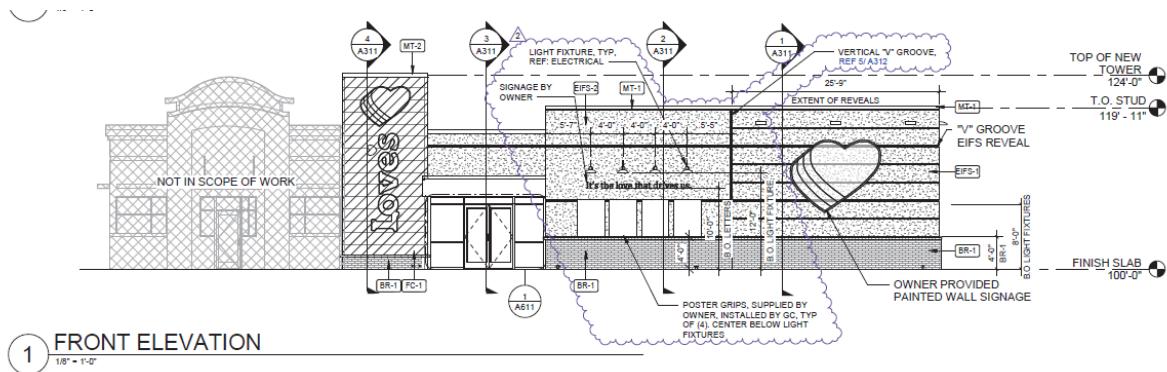
10/6/23: Building plans for additions to the existing Love's Travel Center building were submitted and the applicant was informed that a site plan was required prior to approval of the building permits.

11/14/23: A site plan was approved under SPA23-002 for the Love's expansion for Fresh Prep, tower & fuel desk, laundry and shower, and new entry canopy as well as revised parking. The site plan included the tower structures, but not placement of the signs which encompass the subject variance.



## Community & Economic Development Department

12/11/23: An application for a sign package under #231127 was applied for and review comments given on 12/24/23 including information about subject signs and the required variance. As illustrated with the sign package elevations (and verified more specifically with the pending construction plans), the distance from the ground to the roof is 17.20 feet. The height of the building extensions that the highest placement of Loves' signage requesting variance approval have a proposed height of 24.30-feet. The total height above the roofline is 7.1-feet. The Zoning Ordinance allows signage to extend up to 2-feet above the roofline. The variance request is to allow building signage to extend an additional 5.1-feet above what is allowed per Zoning Regulation Article VIII. Section 16-8-03.C.1. If granted, this variance will allow for the placement of the signs on both the front and rear elevations of the building.



03/18/24: An application for the subject signs height variance under VAR 24-001 was submitted and after legal discussion on the correct hearing body, the case was scheduled for a hearing with the Town Council acting as Board of Adjustment on 05/14/24. The applicant was advised of the hearing date and the notification requirements.

### Public Comment

None known



## Community & Economic Development Department

### Analysis:

The purpose of this variance will allow for zoning and permit approval for the placement of building signs that is not in conformance with the 2007 Gila Bend Zoning Ordinance as shown below:

#### **1. Placement of building signs at no greater than 5.1 feet above the roofline where 2.0 feet is allowed (Art. VIII. Sec. 16-8-03.C.1.)**

Art. III, Section 16-3-03A states that “The Board of Adjustment may grant a Variance from the strict terms of this Ordinance where such Variance will not be contrary to the public interest, and where, owing to conditions peculiar to the property because of its size, shape or topography, and not as a result of the action of the applicant, the strict enforcement of this Ordinance would deprive the owner of the reasonable use of the Land and/or Building involved.”

The applicant’s justification for the sign height variance is articulated as follows:

- **Visibility:** Placing the sign higher can enhance its visibility from a distance, especially in areas with tall buildings, trees, or obstructions. This is crucial for businesses aiming to attract customers from afar.
- **Safety:** Placing the sign higher can prevent it from obstructing views or interfering with pedestrian or vehicular traffic. It reduces the risk of accidents or collisions.
- **Aesthetic Considerations:** The architectural element of the vertically placed Love’s + Heart logo is more aesthetically pleasing or in harmony with the overall design of the building or streetscape. It aligns with the existing Taco Bell logo at their entrance as well.
- **Visibility from Different Angles:** A higher sign placement may ensure visibility from multiple angles, including viewpoints above ground level (e.g., from passing by vehicles or trucks).

If after a public hearing of the request, the Board of Adjustment motions for approval, then the following condition should be applied.

- a. Approval of the sign package and building permits are required prior to placement of the subject signs.

### Exhibits:

- A – Variance Application
- B – Variance Narrative
- C – Sign Package



## VARIANCE APPLICATION

CASE# \_\_\_\_\_

Legal Owner / Agent: Love's Travel Stop

Address: 10601 N. Pennsylvania

City: Oklahoma City State: OK Zip: 73126

Phone: 405.751.9000 Fax:

Email:

Contact Person: Kevin Keup - Agent on behalf of Love's

Address: 1027 5th Ave. NW

City: Watertown State: SD Zip: 57201

Phone: 605.753.9700 Fax:

Email: kevink@effective-images.net

Signature of Owner/Owner's

Representative: \_\_\_\_\_ Date: \_\_\_\_\_

### **ALL SUBMITTALS MUST INCLUDE THE FOLLOWING:**

- Narrative including Relief requested and the Justification for the Variance per Section 16-3-03 D.
- Legal Description of Property and current Assessor's Parcel Number(s)
- Owner Authorization Letter (if applicable)
- Vicinity Map
- 5 Copies of the Conceptual Site Plan (24"X 36", folded) showing (*note if submitted in conjunction with a Site Plan application the Site Plan may be submitted in lieu of the Conceptual Site Plan*):
  - Boundary line of Real Property with dimensions
  - Location, identification and dimension of existing and proposed:
    - Adjacent streets, driveways, sidewalks & bikeways
    - On-site streets, driveways, sidewalks, loading areas, bikeways, fences, refuse collection, utilities, utility easements setbacks and parking facilities
    - Conceptual buildings and structures
- ALTA Survey (no older than 90 days) if the request is related to the land
- A Map showing; a list of Names and Addresses, and mailing labels; for all property owners within 200 ft of the exterior boundaries of the property in accordance with Section 16-3-03 C.

### **DESCRIPTION OF VARIANCE REQUESTED:**

From what section of the Ordinance are you seeking relief (Article, section number, page number etc): 16-8-03. C.

Variance Relief being requested:

To extend signage above roof height more than 2-ft.

Existing Zoning: B-2 Gross Acreage: 3.55 acres (approx)

Existing Use:

Proposed Use:

Specific Location / Address: Love's Travel Stop #296, 820 W Pima St, Gila Bend, AZ 85337

**Staff Comments will be returned to the applicant (Contact Person) at the time of the review meeting setup by staff and/or by E-mail.**

Date of Pre-Application Meeting: \_\_\_\_\_

Name of Planner: \_\_\_\_\_

Fees: \$400.00 per Variance

Total: \_\_\_\_\_

Fee Paid

Check Number: \_\_\_\_\_

Received By: \_\_\_\_\_



## Gila Bend, AZ – Love's Sign Variance

March 7<sup>th</sup>, 2024

**Applicant:**

Kevin Keup  
Effective Images  
1027 5<sup>th</sup> Ave NW  
Watertown, SD, 57201  
(Agent on Behalf of Love's Travel Stop)

**Owner:**

Love's Travel Stops and County Stores  
10601 N Pennsylvania  
Oklahoma City, OK, 73126

**RE:** Love's Travel Stop #296

**Address:** 820 W Pima St, Gila Bend AZ 85337

**Parcel:** 403-06-004A

**Legal Description:** NORTH GILA BEND AMD 43-7 PT LOT 4 5 & 6 BLK 30 DAF COM NE COR SD LOT 4 TH S 158.45F TPOB TH S 445.19F TO N R/W LI PIMA ST TH S 78D 13M W ALG SD N R/W LI 298.16F TH N 404.99F TH W 190.38F TO PT NON-TAN CUR CONC TO SE TH NELY & ELY ALG ARC SD CUR HAV RAD OF 433.22F ARC DIST OF 524.13F TPOB EX ANY PT LY S OF N LI SW4 SW4 SW4 SEC 36 5S 5W

**Nature of variance:**

- The signage extends more than 2-ft above the roof height. Per the drawings the “new” parapet framing is at 119-ft 11-inches and the top of the tower is 124-ft so the height above the top of the “new” parapet is approximately 4-ft. We are requesting a variance to extend the signage above the roof line more than 2-ft.

**Justification of variance request:**

- **Visibility:** Placing the sign higher can enhance its visibility from a distance, especially in areas with tall buildings, trees, or obstructions. This is crucial for businesses aiming to attract customers from afar.
- **Safety:** Placing the sign higher can prevent it from obstructing views or interfering with pedestrian or vehicular traffic. It reduces the risk of accidents or collisions.
- **Aesthetic Considerations:** The architectural element of the vertically placed Love's + Heart logo is more aesthetically pleasing or in harmony with the overall design of the building or streetscape. It aligns with the existing Taco Bell logo at their entrance as well.
- **Visibility from Different Angles:** A higher sign placement may ensure visibility from multiple angles, including viewpoints above ground level (e.g., from passing by vehicles or trucks).

## LOVE'S SIGN PACKAGE - GILA BEND, AZ

		<u>SIGN SQ. FT.</u>
HI-RISE SIGN:	57' OAH 7' x 20' Love's Replacement Faces	Existing Existing
	<u>TOTAL HI-RISE SQUARE FEET:</u>	
BUILDING SIGNS:		
	FRONT ELEVATION:	
	5' x 6' 3½" Heart	31.46
	3' 6" x 11' 8" Love's	40.84
	9' x 11' 6" Heart - Stucco Architectural Element	103.50
	10" It's the love that drives us.	12.08
	<u>TOTAL FRONT ELEVATION SQUARE FEET:</u>	<b>187.88</b>
	REAR ELEVATION:	
	5' x 6' 3½" Heart	31.46
	3' 6" x 11' 8" Love's	40.84
	12-5/8" Driven by love, fueled by you.	17.45
	<u>TOTAL REAR ELEVATION SQUARE FEET:</u>	<b>89.75</b>
		<b>TOTAL BUILDING SIGN SQUARE FEET:</b>
		<b>277.63</b>
DIRECTIONAL SIGNS:		
	4' x 8' Love's Directional Cabinet Replacement	Existing
	4' x 8' Love's Directional Cabinet Replacement	Existing
	6' x 6' Love's Directional Cabinet Replacement	Existing
	<u>TOTAL DIRECTIONAL SQUARE FEET:</u>	Existing
		<b>TOTAL SQUARE FOOTAGE:</b>
		<b>277.63</b>



**effective images**, inc.

1027 5th Avenue NW Watertown, SD 57201 605.753.9700

DATE:		DATE:		BY:		DATE:	
**12/8/23	REV. #1			REV. #5:		REV. #6:	
DRAWN BY:	REV. #2			REV. #7:		REV. #8:	
JLW	REV. #3			REV. #4		REV. #5:	

# LOVE'S HI-RISE SIGN ~ GILA BEND, AZ

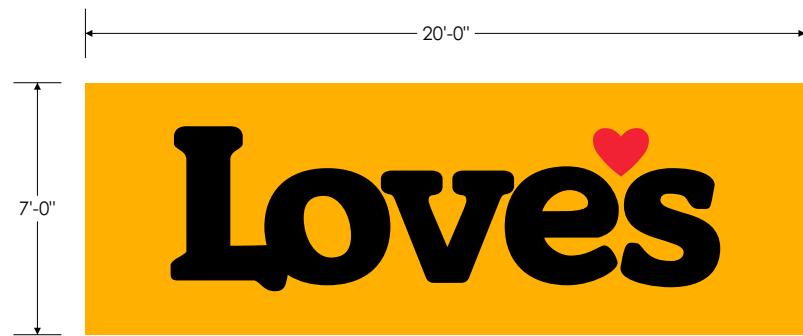
EXISTING HI RISE - 57' OAH



HI RISE SHOWN WITH NEW LOVE'S FACES

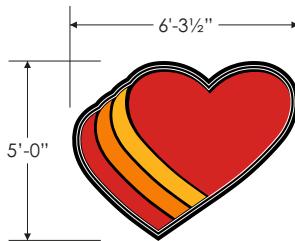
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LOVE'S REPLACEMENT FACES - QTY (2)

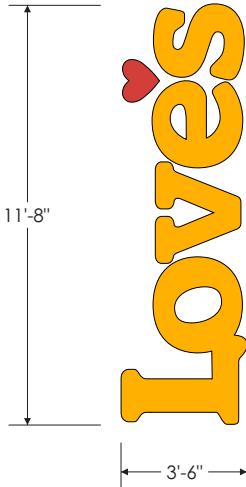


LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:	 PHONE: 605.753.9700
GILA BEND, AZ	12/8/23	EI82312-0801	0	3/32" = 1'	JLW	

# LOVE'S BUILDING SIGNS ~ GILA BEND, AZ



Qty (1) Front elevation  
Qty (1) Rear elevation  
LED illuminated  
(31.46 Sq. ft./sign)



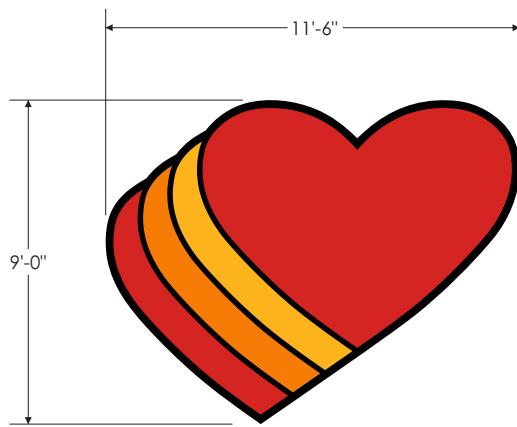
Qty (1) Front elevation  
Qty (1) Rear elevation  
LED illuminated  
(40.84 Sq. ft./sign)



Qty (1) Front elevation  
(12.08 Sq. ft./sign)



Qty (1) Rear elevation  
(17.45 Sq. ft./sign)

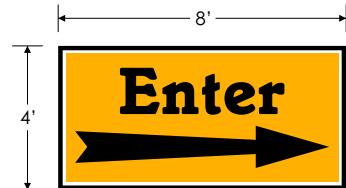


Qty (1) Front elevation  
Externally illuminated  
(103.50 Sq. ft./sign)

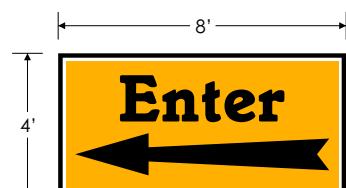
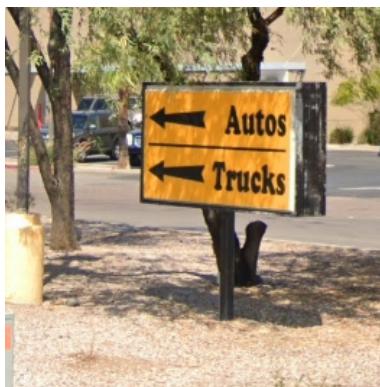
\*\* ALL SIGN GRAPHICS ARE FOR REPRESENTATION PURPOSES ONLY. MANUFACTURER IS RESPONSIBLE FOR WRITTEN FRANCHISE APPROVAL TO VERIFY SIGN LAYOUTS AND MANUFACTURE SPECIFICATIONS.

LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:	 PHONE: 605.753.9700
GILA BEND, AZ	12/8/23	EI82312-0802	0 .	3/16" = 1'	JLW	

# LOVE'S DIRECTIONAL SIGNS ~ GILA BEND, AZ



Qty (1) Replacement cabinet  
mounted to existing pole - East Side



Qty (1) Replacement cabinet  
mounted to existing pole - West Side

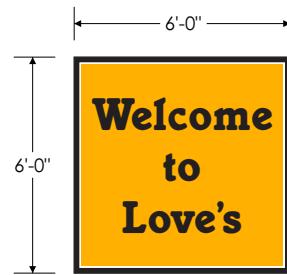


Qty (1) single face replacement cabinet  
mounted to existing pole - North Side

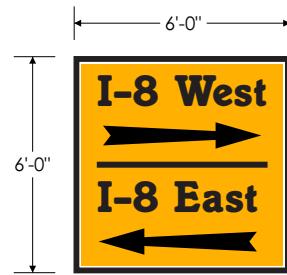
\*\* ALL SIGN GRAPHICS ARE FOR REPRESENTATION PURPOSES ONLY. MANUFACTURER IS RESPONSIBLE FOR WRITTEN FRANCHISE APPROVAL TO VERIFY SIGN LAYOUTS AND MANUFACTURE SPECIFICATIONS.

LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:	effective images, inc. PHONE: 605.753.9700
GILA BEND, AZ	12/8/23	EI82312-0803	0 .	3/16" = 1'	JLW	

# LOVE'S DIRECTIONAL SIGNS ~ GILA BEND, AZ



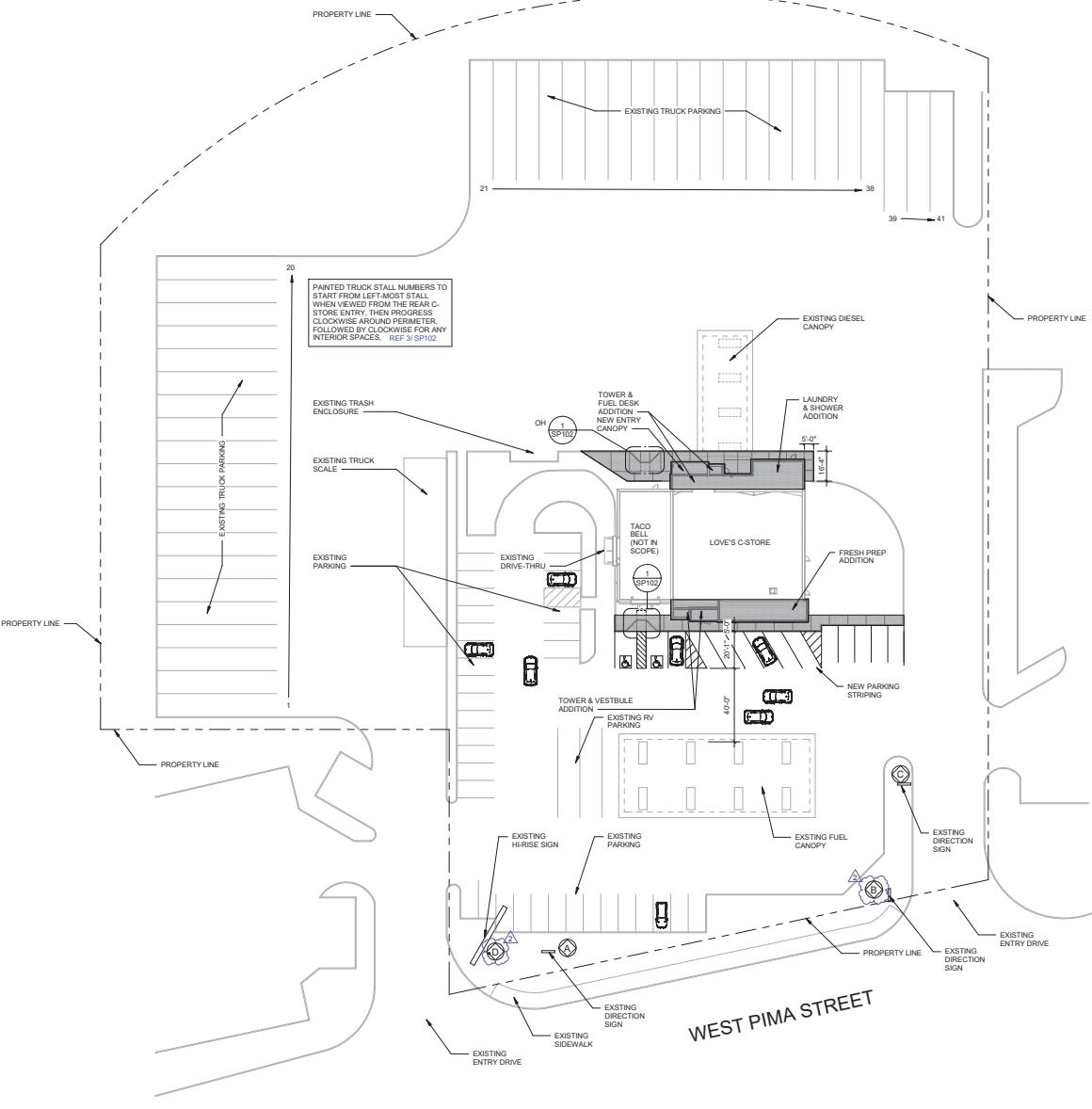
Qty (1) Replacement cabinet  
mounted to existing pole - South Side



Qty (1) Replacement cabinet  
mounted to existing pole - North Side

\*\* ALL SIGN GRAPHICS ARE FOR REPRESENTATION PURPOSES ONLY. MANUFACTURER IS RESPONSIBLE FOR WRITTEN FRANCHISE APPROVAL TO VERIFY SIGN LAYOUTS AND MANUFACTURE SPECIFICATIONS.

LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:	 effective images, inc. PHONE: 605.753.9700
GILA BEND, AZ	12/8/23	EI82312-0804	0 .	3/16" = 1'	JLW	



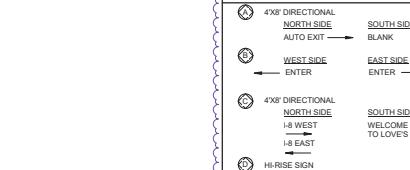
**AUTO/TRUCK PARKING  
SPACES:**

TRUCK PARKING SPACES (NON ACCESSIBLE) = 0  
AUTO PARKING SPACES (NON ACCESSIBLE) = 02  
BOBTAIL PARKING SPACES = 0  
RV PARKING SPACES = 02  
TOTAL SITE PARKING SPACES = 092

## GENERAL NOTES

<b>SPACES:</b>	
TRUCK PARKING SPACES (NON ACCESSIBLE) = 41	ACCESSIBLE = 0
AUTO PARKING SPACES (NON ACCESSIBLE) = 47	ACCESSIBLE = 02
BOTBAL PARKING SPACES = 0	
RV PARKING SPACES = 02	
<b>TOTAL SITE PARKING SPACES = 092</b>	

## SIGNAGE LEGEND



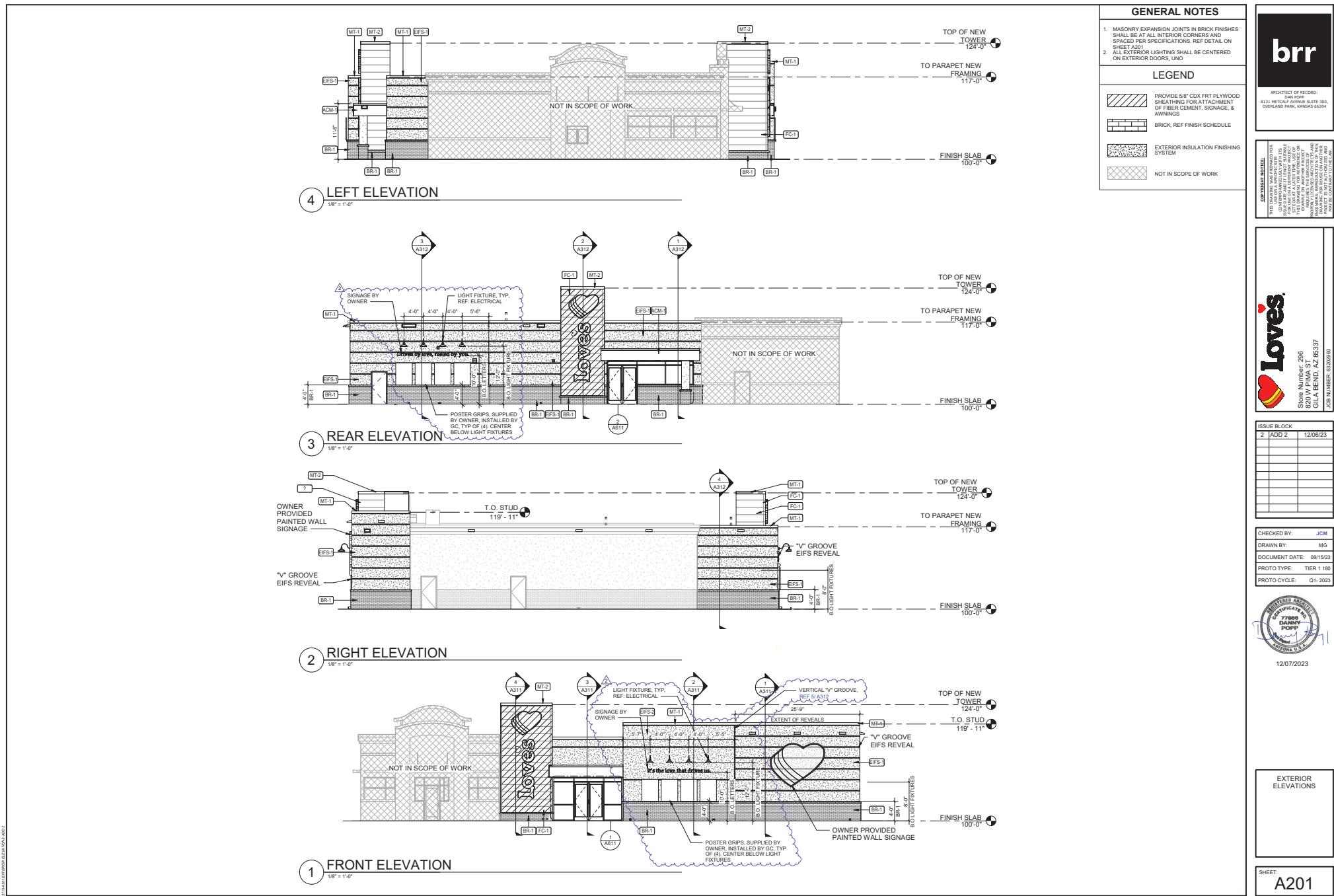
## SITE VERIFICATION REQUIREMENTS

1. DISCREPANCY WITH THE EXISTING SITE CONDITIONS AND/OR THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION AND INSTRUCTION. THESE CONSTRUCTION DOCUMENTS HAVE BEEN DESIGNED AND DRAWN BY THE ARCHITECT AND THE CONTRACTOR. THE CONTRACTOR SHALL REVIEW DRAWINGS. THE GENERAL CONTRACTOR, IMMEDIATELY UPON ARRIVAL AT THE SITE SHALL VERIFY ALL EXISTING STRUCTURAL, COLUMNS DIMENSIONS, STRUCTURAL BEAMS, ROOFING, ROOF SLOPES, ROOF DECKS, ROOFING, ROOFING, ROOFING, ROOF BEARING ELEVATIONS PRIOR TO THE FABRICATIONS OF ANY STRUCTURAL ITEMS. IF DISCREPANCIES ARE FOUND DURING THIS PERIOD, THE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER AND THE ARCHITECT IMMEDIATELY TO DETERMINE WHAT ACTION SHOULD BE TAKEN. THE CONTRACTOR SHALL NOT FABRICATE ANY STRUCTURAL STEEL FABRICATION BY THE GENERAL CONTRACTOR, STEEL FABRICATOR, OR JOIST MANUFACTURER MEANS ACCEPTANCE OF THE EXISTING CONDITIONS.
2. ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY THE EXISTING LOCATIONS OF ALL UTILITIES. IF UTILITIES NOT SHOWN OR NOT LOCATED IN THE SUBMISSION DRAWINGS ARE DISCOVERED DURING THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE LOVE'S PROJECT MANAGER AND IMMEDIATELY OF THE DISCOVERY OF EXISTING UTILITIES NOT SHOWN OR NOT LOCATED ON DRAWINGS.
3. THE CONTRACTOR SHALL FIELD LOCATE AND CLEARLY MARK PROPERTY LINES, EASEMENTS, SETBACKS, AND OTHER RELEVANT LINES. THE CONTRACTOR SHALL ESTABLISH ALL PROPERTY LINES AND SETBACKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AS CLEARLY FLAG PROPERTY LINES AND SETBACKS. IT REMAINS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION OF ALL SAD BOUNDARIES.
4. THE CONTRACTOR SHALL VERIFY EXACT LOCATIONS AND DEPTHS OF UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION.
5. THE CONTRACTOR SHALL VERIFY ALL GRADES AND PROPOSED PAVING GRADES. IF PAVING GRADES ARE NOT SHOWN ON THE SUBMISSION DRAWINGS, THE CONTRACTOR SHALL DETERMINE, VERIFY FINAL GRADES SURROUNDING THE NEW CONSTRUCTION AND ADJUST STAIRS, RAMPS LENGTHS, LIMITS OF PAVING, ETC. TO ACCOMMODATE THE REQUIREMENTS. THE CONTRACTOR SHALL NOT FABRICATE ANY STAIRS OR STARS SHALL MEET ADA/AGACIS OR ADOPTED HANDICAP ACCESSIBILITY REQUIREMENTS. IF THERE IS A CONFLICT IN THE CONTRACTOR'S AND LOVE'S PROJECT MANAGER'S INTERPRETATION OF THE DRAWINGS, THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OR ORDERING OF MATERIALS.
6. THE CONTRACTOR SHALL VERIFY THE FINISH FLOOR ELEVATION AT ALL NEW CONSTRUCTION LOCATIONS PRIOR TO ESTABLISHING THE FINISH FLOOR ELEVATION. TO VERIFY FLOOR ELEVATION, THE CONTRACTOR SHALL REMOVE THE EXISTING FLOORING, IF ANY, AT THE PROPOSED OPENING BETWEEN THE EXISTING STORE AND THE ADDITION.
7. REPORT ANY DISCREPANCIES FOUND IN THE FIELD IMMEDIATELY TO LOVE'S PROJECT MANAGER AND DO NOT FABRICATE OR MAKE ANY STRUCTURAL MODIFICATIONS OR ORDERING OF ANY MATERIALS.

CHECKED BY:	JCM
DRAWN BY:	MG
DOCUMENT DATE:	09/15/23
PROTO TYPE:	TIER 1 180
PROTO CYCLE:	Q1-2023

ARCHITECTURAL

SHEET:  
**SP001**





**VAR-24-001  
Loves' Signs**

Board of Adjustment  
May 14, 2024



**Location:** 820 W. Pima Street

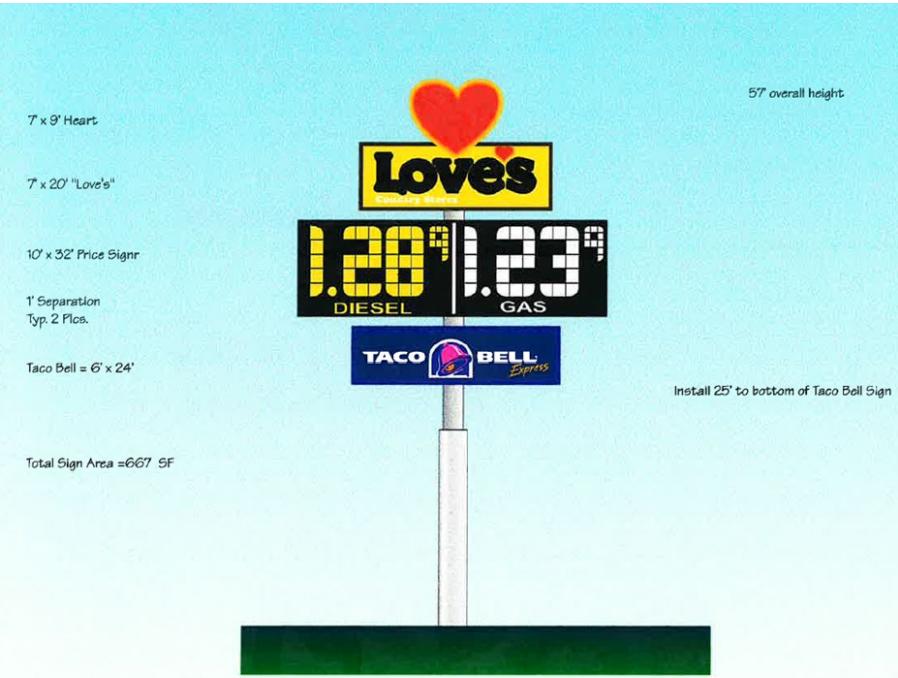
**Zoning District:** B-2 Community Business Zone

**Request:** Approval of a height variance for placement of building signs above the roofline of an existing Love's Travel Center



**Loves' Signs**

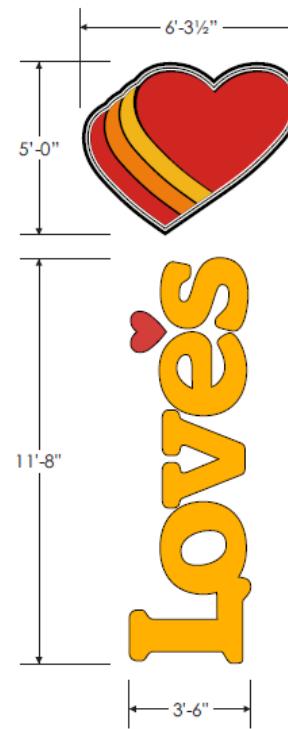
**Background:** January 15, 1998: BOA approved a variance for a Hi-Rise (pole) sign with the condition that the area of sign must not exceed 667 sf and the height does not exceed 7-ft above the McDonald's sign.



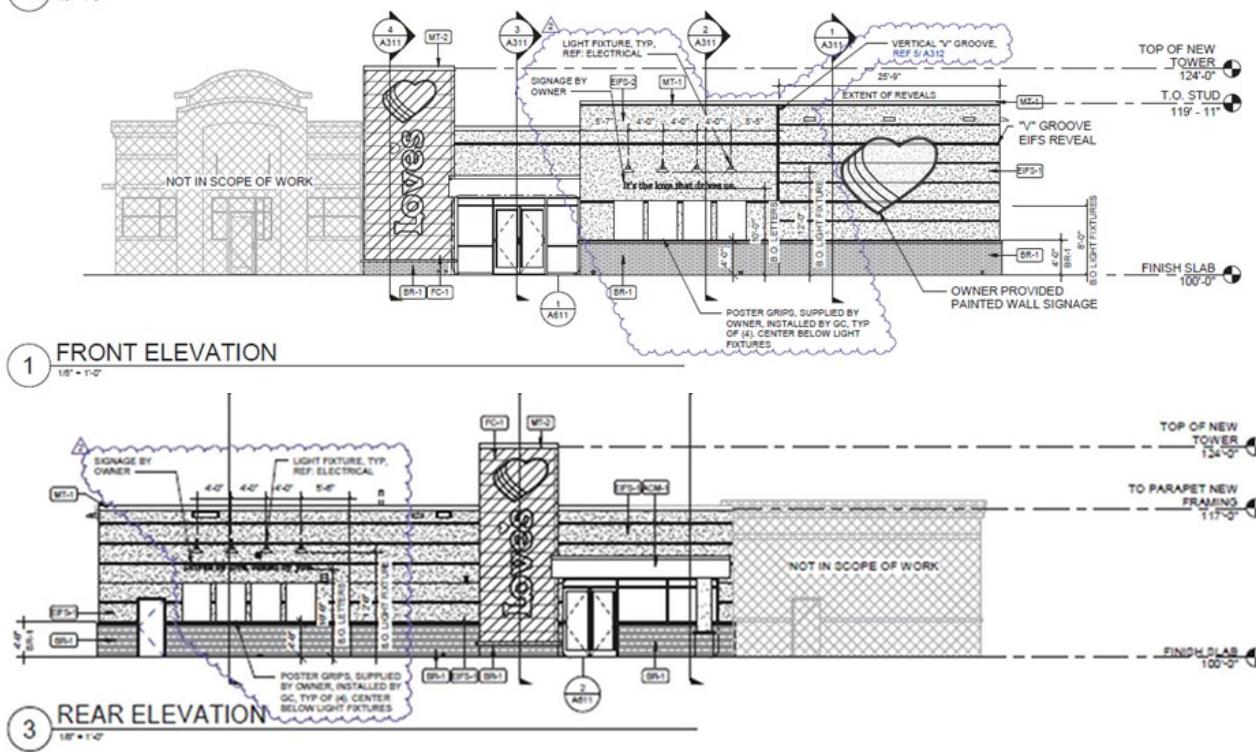
**Loves' Signs**

The applicant's justification for placement of building signs at no greater than 5.1 feet above the roofline where 2.0 feet is allowed:

- 1. General Visibility**
- 2. Safety**
- 3. Aesthetics**
- 4. Visibility from different angles**



**Loves' Signs**



# Loves' Signs

The Board of Adjustment may grant a Variance :

1. **will** not be contrary to the public interest
2. **where**, owing to conditions peculiar to the property because of its size, shape or topography, and not as a result of the action of the applicant, the strict enforcement of this Ordinance **would** deprive the owner of the reasonable use of the Land and/or Building involved."

If after a public hearing of the request, the Board of Adjustment motions for approval, then the following condition should be applied.

a. Approval of the sign package and building permits are required prior to placement of the subject signs.

## **Questions?**

**Loves' Signs**