

**NOTICE OF THE REGULAR MEETING OF THE  
PIMA TOWN COUNCIL  
AUGUST 8, 2023**

Pursuant to A.R.S. §38- 431.02, notice is hereby given to the members of the Town Council of the Town of Pima and the general public that the Town Council will hold its meeting on **Tuesday, August 8, 2023, beginning at 7:00pm, in the Pima Town Hall located at 110 W Center, Pima, Arizona 85543**

**Call to Order:**

**Prayer:**

**Pledge of Allegiance:**

**Those Present:**

**Approval of Minutes of the Regular Town Meeting held July 11, 2023.  
Action**

**CALL TO THE PUBLIC**

Please submit a Request to the Town Council. The Council will hear brief comments (3min.) from the general public, and can respond to criticism, ask staff to review a matter or direct staff to include the matter on a future agenda.

**DECLARATION ON CONFLICT OF INTEREST**

The council members and staff have a right to declare a conflict of interest. The declaration of a conflict of interest must be made prior to discussion of any agenda item in which Council members or staff members determine they have a conflict of interest.

**COUNCIL BUSINESS:**

- 1. Presentation and update on the new Pima High School: (Sean R.)**
- 2. Discussion and possible action regarding spending money for a new Skid Steer: (Jimmie L.)**
- 3. Discussion and approval regarding adding Section 12-3-8, 12-3-9, 12-3-10 to Town Code: 1st Reading: (Jimmie L.)**
- 4. Discussion and approval regarding adding to Section 7-1-2 to Town Code: 1<sup>st</sup> Reading: (Jimmie L.)**
- 5. Discussion and approval regarding Trip Canyon Road Railroad Crossing AZER (Arizona Eastern Railway)-ADOT IGA : (Vernon B.)**

6. **Discussion and approval regarding Patterson Mesa Road Railroad Crossing AZER-ADOT IGA**
7. **Discussion and approval regarding the Rural Surface Transportation Grant:**  
(Vernon B.)
8. **Discussion and approval regarding Town Funds Investments:** (Vernon B.)
9. **Discussion and possible decision: Seeking legal advice for possibility of providing collateral for the building of a new Circle K and Town Matters.**  
(Vernon B.)

**Pursuant to** (A.R.S. §38-431.03(A)(3), the Council may vote to recess into executive session for discussion. No action will be taken during the executive session.

**DEPARTMENT BUSINESS:**

CITY SERVICES  
SANITATION  
PUBLIC WORKS  
EMERGENCY SERVICES  
BUILDING PERMIT REPORT

**CONSENT AGENDA:**

MANAGER'S REPORT  
A. Update on Soccer Fields  
B. CDBG  
C. Heritage House  
D. Graham Economic Partnership  
E. Grants

FINANCIAL REPORT  
PLANNING AND ZONING  
POLICE REPORT  
LIBRARY REPORT  
FIRE DEPARTMENT  
COUNCIL REPORT

**ADJOURNMENT:**

\*\*\*Section 504 of the Rehabilitation Act & Title II of the Americans with Disabilities Act prohibits discrimination based on disability in public meetings. Individuals with disabilities who need a reasonable accommodation to participate in these meetings, or who require this information in an alternate format, may call the Town of Pima at 485-2611 or TDD (928) 428-0778, as soon as possible to allow sufficient time to arrange for the accommodation.

**NOTICE OF THE REGULAR MEETING MINUTES OF THE  
PIMA TOWN COUNCIL  
JULY 11, 2023**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Town Council of the Town of Pima and the general public that the Town Council will hold its meeting on **Tuesday, July 11, 2023, beginning at 7:00pm, in the Pima Town Hall located at 110 W Center, Pima, Arizona 85543**

**Call to Order: 7:06pm – Brian P.**

**Prayer: Teresa B.**

**Pledge of Allegiance: C.B. Fletcher**

**Those Present: Vernon B., C.B. Fletcher, Teresa B., Brian P., Sherrill T., Jon P.(via phone), Cody M. (absent Lucas H.)**

**Approval of Minutes of the Regular Town Meeting held June 13, 2023.**

**Action**

**Motion to approve minutes by: Sherrill T. 2<sup>nd</sup>: Teresa B. Vote: unanimous**

**CALL TO THE PUBLIC -NONE**

Please submit a Request to the Town Council. The Council will hear brief comments (3min.) from the general public, and can respond to criticism, ask staff to review a matter or direct staff to include the matter on a future agenda.

**DECLARATION ON CONFLICT OF INTEREST -NONE**

The council members and staff have a right to declare a conflict of interest. The declaration of a conflict of interest must be made prior to discussion of any agenda item in which Council members or staff members determine they have a conflict of interest.

**COUNCIL BUSINESS:**

- 1. Presentation regarding Fire Department United Way Grant money: (Vernon B.)  
United Way presented the Fire Department a \$326,000.00 check to help with the New Fire Department building.**
- 2. Discussion and possible action regarding a proposed resolution to appoint a Chief Fiscal Officer for FY 2023: (Vernon B.)  
Motion to approve Vernon B. as the Chief Fiscal Officer For FY2023 by: Brian P.  
2<sup>nd</sup>: Teresa B. Vote: unanimous**
- 3. Discussion and approval regarding the FY2024 Budget: 2<sup>nd</sup> Reading: (Vernon B.)  
Motion to approve the FY2024 Budget by: Sherrill T. 2<sup>nd</sup>: C.B. Fletcher Vote: unanimous**

4. Discussion and approval regarding permission for the Fire Dept. to spend the United Way Grant money on SCBA's: (Fire Dept.)  
Motion to approve the Fire Dept. to spend Grant money on SCBA's by: Sherrill T. 2<sup>nd</sup>: C.B. Fletcher Vote: unanimous
5. Discussion and approval for the Fire Dept. to spend money on heart monitors: (Fire Dept.)  
Motion to approve the Fire Dept. to spend money on heart monitors by: C.B. Fletcher 2<sup>nd</sup>: Sherrill T. Vote: unanimous
6. Discussion and possible decision: Personnel Matters to hire someone to do a Revenue Sharing Study.  
(Vernon B.)  
Motion to adjourn to executive session by: Sherrill T. 7:22pm 2<sup>nd</sup>: C.B. Fletcher Vote: unanimous  
Motion to adjourn to regular meeting session by: C.B. Fletcher 2<sup>nd</sup>: Teresa B. Vote: unanimous

Pursuant to (A.R.S. §38-431.03(A)(3), the Council may vote to recess into executive session for discussion. No action will be taken during the executive session.

**DEPARTMENT BUSINESS:**

CITY SERVICES  
SANITATION  
PUBLIC WORKS  
EMERGENCY SERVICES  
BUILDING PERMIT REPORT

**CONSENT AGENDA:**

MANAGER'S REPORT  
    A. Update on Soccer Fields -moving forward, watering constantly  
    B. Grants -Seeking Grant Funds from Local First  
FINANCIAL REPORT  
PLANNING AND ZONING  
POLICE REPORT -Going well  
LIBRARY REPORT – Summer Reading Program went well  
FIRE DEPARTMENT – Going well  
COUNCIL REPORT -None

**ADJOURNMENT:** Motion to adjourn by: Sherrill T. 7:35pm 2<sup>nd</sup>: C.B. Fletcher Vote: unanimous

\*\*\*Section 504 of the Rehabilitation Act & Title II of the Americans with Disabilities Act prohibits discrimination based on disability in public meetings. Individuals with disabilities who need a reasonable accommodation to participate in these meetings, or who require this information in an alternate format, may call the Town of Pima at 485-2611 or TDD (928) 428-0778, as soon as possible to allow sufficient time to arrange for the accommodation.



## Section 12-3-8 MANUFACTURED HOMES PARKS

12-3-8.1 Development standards manufactured homes parks. The following development standards shall apply to manufactured homes parks and manufactured homes located in them.

12-3-8.1A Minimum site size: Two acres (87,120 square feet).

12-3-8.1B Maximum density: Eight manufactured homes per acre; provided, however, that the manufactured homes may be clustered within the manufactured home park as long as the overall density does not exceed eight manufactured homes per acre.

12-3-8.1C Roads, driveways, and entrances: All streets and driveways shall be of all-weather construction in compliance with town standards. No entrance to a manufactured home park shall be located closer than fifty feet to the intersection of two streets.

12-3-8.1D Local drainage: The ground surface in all parts of the manufactured home park shall be graded and equipped to drain all surface water in a safe and efficient manner.

12-3-8.1E Utilities: Major utilities (water, sewage, disposal, gas and electricity) shall be provided to each individual manufactured home space, either through public or private utility companies or provided for and maintained by the park owner.

12-3-8.1F Appearance of accessory buildings: The outside material of all storage and accessory buildings shall be constructed of materials which do not distract from the appearance of the manufactured home.

12-3-8.1G Open storage prohibited: Open storage of materials or belongings other than boats and vehicles is prohibited.

12-3-8.1H Minimum setbacks for individual manufactured homes within a park (attached accessory structures such as an awning, storage cabinets, carports, etc., which are attached to the manufactured home shall be considered part of the manufactured home):

a. Front: (20) Twenty feet.

b. Side: (10) Ten feet.

12-3-8.1I Landscaping: The yard or area between any manufactured home and a public street shall be landscaped.

12-3-8.1J One home per space or lot: Only one manufactured home shall be permitted on each designated space or lot within a manufactured home park, and each space or lot shall be clearly marked at its corners. Each space or lot shall be accessible from an approved street or road.

12-3-8.1K Parking: At least one off-street parking space shall be provided on each lot.

12-3-8.1L Screening: All manufactured home parks located adjacent to industrial or commercial land uses shall provide with screening, such as fences or natural growth, along the property boundary line separating the park and such adjacent nonresidential uses.

12-3-8.1M County health approval: All manufactured homes parks shall first be approved by the county health officer before a permit is issued.

12-3-8.1N Procedure for approval: A permit requested through the planning and zoning committee, who will then recommend for or against to the Town Council to approve or disapprove is required before work on the manufactured homes park can begin. The application for this permit shall include:

- a. The names and addresses of the applicant, property owner, designer, and engineer.
- b. Location and legal description of the manufactured home park;
- c. Area and dimensions of the tract of land;
- d. The number, location and size of all spaces or lots, each of which shall be numbered with all dimensions shown;
- e. The location and width of roadways and walkways;
- f. Plans and specifications of water supply, and refuse and sewage disposal facilities;
- g. The location and detail of lighting and electrical systems.

#### **Section 12-3-9 RECREATIONAL VEHICLE (RV) PARKS**

12-3-9.1 Development standards for a recreational vehicle "RV" park. The following development standards shall apply to a recreational vehicle park:

12-3-9.1A No exit or entrance from an RV park shall be through a residential zone and no entrance or exit shall be located closer than 50 feet to the intersection of two streets;

12-3-9.1B All recreational vehicles shall be set back at least 20 feet from any public street;

12-3-9.1C All one-way roadways shall be at least 18 feet in width, and all two-way roadways at least 30 feet in width and all roadways shall be hard-surfaced;

12-3-9.1D Each recreational vehicle space shall be at least 30 feet in width and at least 60 feet in length and shall be clearly marked on the ground;

12-3-9.1E Each recreational vehicle park shall be held in one ownership and shall contain at least one acre of land;

12-3-9.1F In addition to the above requirements, all RV parks shall also conform to requirements of the plumbing code of the town, and to the regulations of the county and state health departments;

12-3-9.1G Exterior boundaries of the travel trailer park shall be bound by a solid fence or wall having a minimum height of five feet and a maximum height of six feet.

12-3-9.1H No manufactured homes or site built dwelling units shall be permitted except for that of the owner/manager.

12-3-9.1I No park model units shall be permitted within an RV park.

12-3-9.1J RV parks shall not be used as permanent residences except for that of the owner/manager. All recreational vehicles within an RV park shall display current license plates/tags and shall not be parked nor occupied for more than one hundred eighty (180) days per calendar year.

12-3-9.1K There shall be a maximum density of 20 spaces per net acre.

12-3-9.1L The minimum width of any RV space shall be thirty (30) feet. There shall be a minimum of five (5) feet between adjoining recreational vehicles, including all attached awnings or shade canopies.

12-3-9.1M Each RV park must provide an adequate and easily identifiable office or registration area. The location of the office shall not interfere with the normal flow of traffic into and out of the RV park.

12-3-9.1N recreational vehicle park developments shall be improved with paved private streets built to Town specifications. Private streets shall be maintained by the private owner of the RV park.

12-3-9.1O No RV space within the park shall have direct access to a public street outside of the development.

12-3-9.1P An approved perimeter wall shall be constructed around the entire RV Park.

12-3-9.1Q Each designated space in the park shall have a concrete slab for the parking of the RV unit. There shall be no RV parking other than on the paved surface area within the designated space. The concrete slab shall directly connect to the paved street system of the RV park.

12-3-9.1R Each RV unit shall be equipped with wheels, which remain on the unit; however, the wheels may be blocked for stability.

12-3-9.1S No permanent room addition shall be attached to the RV unit nor shall the unit be attached to any permanent structure.

12-3-9.1T Recreational amenities such as swimming, shuffleboard, and tennis and/or social centers, which may be used for dancing, crafts, hobbies, games, meeting, banquets, and similar recreational uses, intended for use solely by the residents of the park, shall be developed and may be of conventional construction.

12-3-9.1U Restroom and shower facilities shall be provided separately for men and for women. A common use laundry facility shall be provided at a ratio of one (1) washer and one (1) dryer for each twenty (20) spaces or fraction thereof.

12-3-9.1V Each RV park shall be master metered for both electric and water/sewer service. Individual lease spaces shall be developed with a hook-up to these utilities. Additionally, each development shall provide at least one (1) approved disposal site/pumping station for both water and sewer holding tanks for the RV units.

12-3-9.1W All RV parks must have an approved sewer pre-treat facility in place before entering Town sewer system.

### **Section 12-3-10 Misc. Recreational Vehicle (RV) regulations**

12-3-10.1 No RV may be used as a livable structure in any part of Town with the exception of inside an approved Recreational Vehicle Park.

12-3-10.1A A Recreational Vehicle shall not be connected into the Town of Pima sewer except for inside of an approved Recreational Vehicle park. (Reference Resolution 2023-06)

12-3-10.1B Storage of licensed motor homes, farm trailers, boats, travel trailers, camping trailers, utility trailers, or other such trailers may be permitted in any residential district provided that the owner of the motor home, farm trailer, boat, travel trailer, camping trailer, utility trailer, or other such trailer resides on the property to which it is stored. Such vehicles, if located or stored outside of a garage or barn, must be stored in the following manner: 1. The vehicle/trailer shall be stored in the rear or side yard behind the front line of the primary structure. 2. The vehicle/trailer shall not be located closer than three (3) feet to any side or rear lot line. 3. Placement in other than the rear or side yard for loading and unloading purposes may be permitted for a period not to exceed seventy-two (72) hours.

12-3-10.1C A Recreational Vehicle may be parked on residential property for up to fourteen (14) days for use by visitors to the property owner. The RV may not be parked on the street or Town right of way during use.

12-3-10.1D All Recreational Vehicles shall have current license plates/tags.

12-3-10.1E A Recreational Vehicle may be occupied in a residential area when temporarily located on a lot on which a building is being constructed, but not to exceed one year from date of permit issuance and may not be placed on lot until permit is approved.

12-3-10.1F The Town will not accept a grandfathered or exempted clause as a reason for not following any of the above-mentioned regulations.

### **Section 12-3-11 Definitions**

a. Recreational Vehicle (RV): A vehicle primarily designed as temporary living quarters for recreational, camping, or travel use.

b. RV Park: A designated area where recreational vehicles may park and be accommodated with facilities and amenities.

c. Park Operator: The person or entity responsible for the operation and management of the RV park or manufactured homes park.

d. Camper: Any individual or group utilizing the facilities and services of the RV park.

e. Manufactured Home: A structure built on a permanent chassis, designed for use as a single-family dwelling, and constructed in a factory in accordance with the federal Manufactured Home Construction and Safety Standards.



f. Manufactured Homes Park: A designated area where manufactured homes may be located and occupied with appropriate facilities and amenities.

g. Resident: Any individual or household residing in a manufactured home within the park.

Compliance: All RV parks or manufactured homes parks within the town shall comply with this code and any additional regulations or guidelines established by the local authorities.

## CHAPTER 7 - BUILDING

ARTICLE 7-1	BUILDING CODE
ARTICLE 7-2	ELECTRICAL CODE
ARTICLE 7-3	MECHANICAL CODE
ARTICLE 7-4	PLUMBING CODE
ARTICLE 7-5	BUILDING OFFICIALS
ARTICLE 7-6	UTILITY HOOK-UPS
ARTICLE 7-7	BUILDING INSPECTIONS
ARTICLE 7-8	RESIDENTIAL CODE
ARTICLE 7-9	UNIFORM FIRE CODE
ARTICLE 7-10	FUEL GAS CODE
ARTICLE 7-11	EXISTING BUILDING CODE
ARTICLE 7-12	SEWER SERVICE TAPS

### ARTICLE 7-1 BUILDING CODE

#### Section 7-1-1 Adoption of the International Building Code; Amendments

That certain code entitled International Building Code, 2009 edition is hereby adopted as the Building Code of the Town of Pima and made a part of this chapter, the same as though said code was specifically set forth in full herein; and at least one copy of said code, shall be filed in the office of the Town Clerk and kept available for public use and inspection.

#### Section 7-1-2 Must Conform to Zoning Ordinance

Prior to a building permit being issued and or a building inspection performed, such Plans or building must conform to the provisions of the Zoning Ordinance of the Town of Pima in addition to the provisions of this chapter. If a building permit is not approved and paid for before the building process has begun, the permit fee will be doubled. One full set of physical plans must be given to Town Hall for review by the building inspector and will be filed at Town Hall for a period of no less than 3 years.



ADOT CAR No.: IGA 23-0009242-I  
AG Contract No.: P0012023001157  
Project Location/Name: Tripp Canyon  
@ AZER – Town of Pima  
Type of Work: Rail-Highway Safety  
Improvements  
**Federal-aid No.:** PIM-0(201)T  
**ADOT Project No.:** T0451 01D/01X  
**TIP/STIP No.:**  
**CFDA No.:** 20.205 - Highway Planning  
and Construction  
**Budget Source Item No.:** NA

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
TOWN OF PIMA

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, pursuant to the Arizona Revised Statutes ("A.R.S") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the TOWN OF PIMA, acting by and through its MAYOR and TOWN COUNCIL (the "Town" or "Local Agency"). The State and the Local Agency are collectively referred to as "Parties".

### I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 9-240 to enter into this Agreement and has by resolution, if required, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. Congress has authorized appropriations for installing automatic warning signals, automatic gate arms, concrete crossings, pavement markings, and other railroad crossing related appurtenance.
4. The work proposed under this Agreement consists of Rail-Highway Safety Improvements at Tripp Canyon Road, in the immediate area of the Arizona Eastern Railway (AZER) crossing, DOT number 742-266H, located northwest of the Town, in Graham County, (the "Project"). The total Project cost, shown in Exhibit A, is estimated at \$1,000,000.00 and is eligible for federal aid. The Recapitulation Cost Sheet is shown on Exhibit B, and the Location Map is shown on Exhibit C. In a separate agreement between the State and AZER, the State will have AZER install a concrete surface, gates, and flashers. After completion of the Project, the Local Agency will continue to maintain the roadway and AZER will continue to maintain the crossing.

5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.
6. The foregoing Recitals and Exhibits shall be incorporated into this Agreement.

**In consideration of the mutual terms expressed herein, the Parties agree as follows:**

---

## **II. SCOPE OF WORK**

1. The Parties agree:
  - a. The Project will be constructed by the railroad in accordance with the requirements of railroad plans and specifications.
  - b. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the State will procure up to the amount approved and programmed for this Project. If the Local Agency desires to add work beyond what is described in this IGA; it will be added by amendment to this Agreement and all costs will be the responsibility of the Local Agency.
2. The State will:
  - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
  - b. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved.
  - c. After receipt of FHWA authorization, notify AZER to proceed with the work covered by the railroad agreement.
  - d. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements as set forth below.
  - e. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The Local Agency will:

- a. Designate the State as the Local Agency's authorized agent for the Project.
- b. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency rights of way. This temporary right will expire with completion of the Project.
- c. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- d. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components. Such maintenance (exclusive of maintenance by the AZER or its facilities), includes, but is not limited to, traffic signals, signs, islands, curbs, and markings necessary for the purpose of regulating, warning and guiding traffic, as applicable to the Project.
- e. Be responsible to mark and sign railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, within 45 days after the railroad has completed its work.

### **III. MISCELLANEOUS PROVISIONS**

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.



5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Programmed Federal Funds. The cost of work under this Agreement is to be covered by the federal funds programmed for this Project. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the State will procure up to the amount approved and programmed for this Project. If the Town desires to add work beyond what is described in this IGA; it will be added by amendment to the IGA and all costs will be the responsibility of the Town.
7. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
8. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
9. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
10. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
11. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
12. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

13. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
14. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
15. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
16. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
17. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
18. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
19. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
Joint Project Agreement Section  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

Town of Pima  
Attn: Vernon Batty  
PO Box 426  
Pima, AZ 85543  
928.485.2611  
[vernon.batty@pimatown.az.gov](mailto:vernon.batty@pimatown.az.gov)

**For Project Administration:**

Arizona Department of Transportation  
Utility & Railroad Engineering  
Attn: Jane Gauger  
205 S. 17<sup>th</sup> Avenue, Mail Drop 618E  
Phoenix, AZ 85007  
602.712.4052  
[jgauger@azdot.gov](mailto:jgauger@azdot.gov)

Town of Pima  
Attn: Vernon Batty  
PO Box 426  
Pima, AZ 85543  
928.485.2611  
[vernon.batty@pimatown.az.gov](mailto:vernon.batty@pimatown.az.gov)

21. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
  22. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
  23. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.
- 

**Remainder of this page is intentionally left blank.**

**(Signatures begin on the next page)**



**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective upon the signing and dating of all Parties.

**TOWN OF PIMA**

By \_\_\_\_\_ Date \_\_\_\_\_  
**VERNON BATTY**  
Town Manager

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**CODY MARSHALL**  
Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF PIMA, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 9-240 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By \_\_\_\_\_ Date \_\_\_\_\_  
Town Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_  
**STEVE BOSCHEN, PE**  
Division Director

A.G. Contract No. P0012023001157 (ADOT IGA 23-0009242-I), an Agreement between public agencies, the State of Arizona and the Town of Pima has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By \_\_\_\_\_ Date \_\_\_\_\_  
Assistant Attorney General

**EXHIBIT A****Cost Estimate****T0451 01D/01X**

The federal funds will be used for the ADOT preliminary engineering costs and construction of the Project, including construction contingency. The estimated Project costs are as follows:

**ADOT Preliminary Engineering:**

Federal-aid funds @ 100%	\$ 30,000.00
--------------------------	--------------

**Construction:**

Concrete Surface – Work by AZER	
Federal-aid funds @ 100%	\$ 300,000.00
Flashers – Work by AZER	
Federal-aid funds @ 100%	<u>\$ 670,000.00</u>

<b>Subtotal – Construction</b>	<b>\$ 970,000.00</b>
--------------------------------	----------------------

<b>Estimated TOTAL Project Cost</b>	<b>\$1,000,000.00</b>
-------------------------------------	-----------------------

# EXHIBIT B

## RECAPITULATION COST SHEET

<b>Project Number:</b> <b>Location:</b> <b>Federal ID:</b> <b>DOT Number:</b> <b>IGA Agreement Number:</b>		<b>T0451</b> <b>Tripp Canyon @ AZER, Town of Pima</b> <b>PIM-0(201)T</b> <b>742-266H</b> <b>IGA-23-0009242-I</b>				<b>Created on:</b>  <b>Prepared by:</b>	<b>5/12/2023</b>  <b>J. Gauger</b>
DESCRIPTION		PROJECT PHASE	FHWA CODE	ESTIMATED COST *	FEDERAL ELIGIBLE SECTION 130 FUNDS	TOTAL COUNTY FUNDS	
PRELIMINARY ENGINEERING - DESIGN		01D			100%	0%	
ADOT - Oversight, Coordination, Clearances			15	\$ 30,000	\$ 30,000	\$0	
SUBTOTAL PRELIMINARY ENGINEERING COST				\$ 30,000	\$ 30,000	\$0	
CONSTRUCTION		01X					
AZER - Construction- Concrete Surface			21	\$ 300,000	\$ 300,000	\$ -	
AZER - Construction- Flashers			22	\$ 670,000	\$ 670,000		
SUBTOTAL CONSTRUCTION COST				\$ 970,000	\$ 970,000	\$0	
TOTAL PROJECT COST				\$ 1,000,000	\$ 1,000,000	\$0	

\* If Local Agency project: do not include ICAP

\*\* If ADOT project: do include ICAP

## LOCATION MAP

Project # T0451

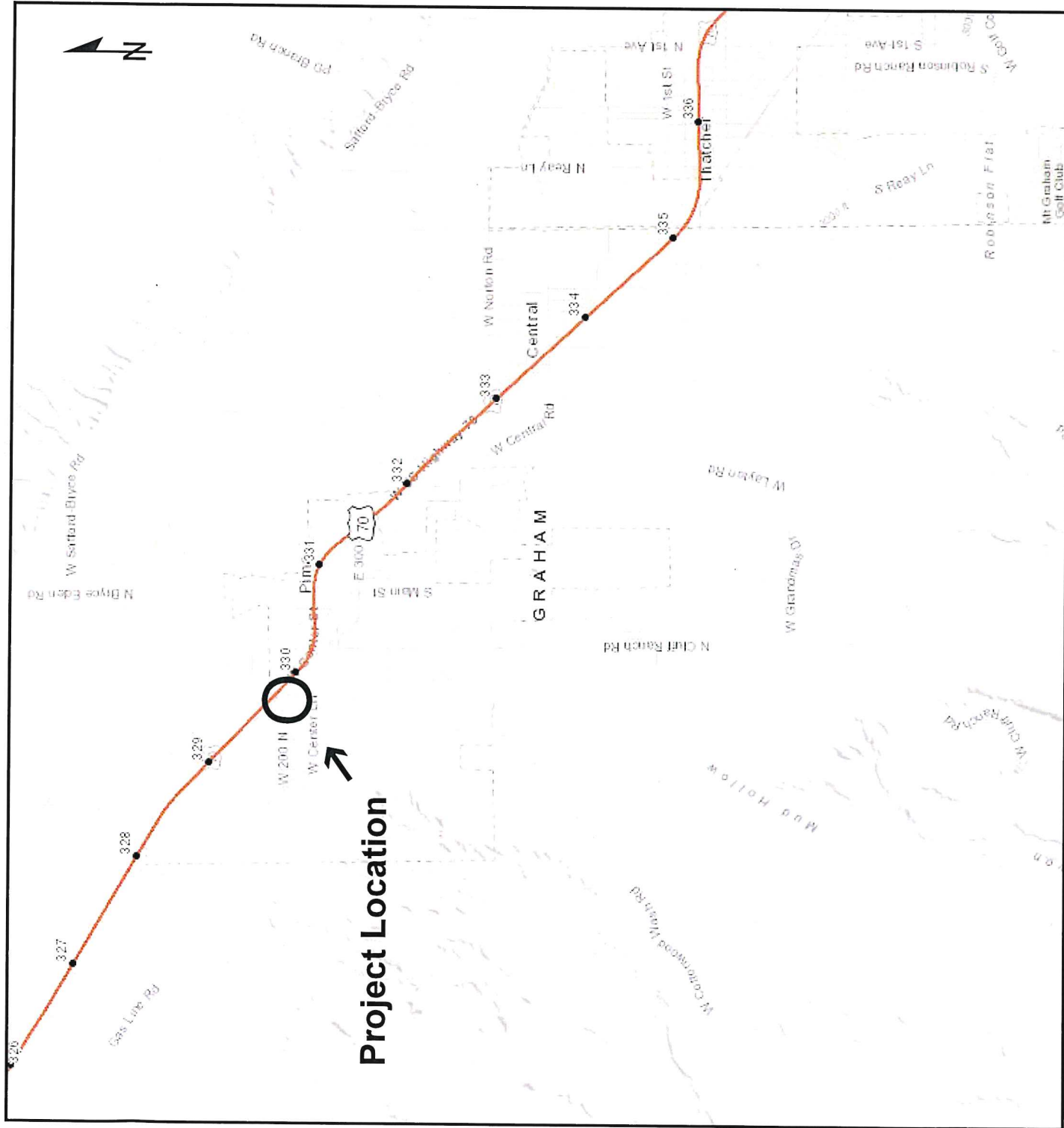
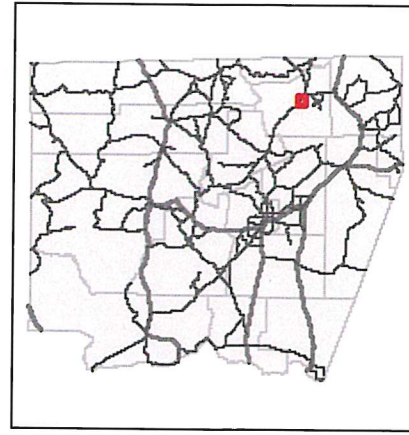
**Tripp Canyon@AZER**

Town of Pima

DOT # 742-266H



1:72,224



716  
ADOT CAR No.: IGA 23-0009244-I  
AG Contract No.: P0012023001311  
Project Location/Name: Patterson  
Mesa @ AZER - Town of Pima  
Type of Work: Rail-Highway Safety  
Improvements  
**Federal-aid No.:** PIM-0(202)T  
**ADOT Project No.:** T0452 01D/01X  
**TIP/STIP No.:**  
**CFDA No.: 20.205 - Highway  
Planning and Construction**  
**Budget Source Item No.: NA**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
TOWN OF PIMA

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, pursuant to the Arizona Revised Statutes ("A.R.S") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the TOWN OF PIMA, acting by and through its MAYOR and TOWN COUNCIL (the "Town" or "Local Agency"). The State and the Local Agency are collectively referred to as "Parties".

### I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 9-240 to enter into this Agreement and has by resolution, if required, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. Congress has authorized appropriations for installing automatic warning signals, automatic gate arms, concrete crossings, pavement markings, and other railroad crossing related appurtenance.
4. The work proposed under this Agreement consists of Rail-Highway Safety Improvements at Patterson Mesa Road, in the immediate area of the Arizona Eastern Railway (AZER) crossing, DOT number 742-268W, located northwest of the Town, in Graham County, (the "Project"). The total Project cost, shown in Exhibit A, is estimated at \$300,000.00 and is eligible for federal aid. The Recapitulation Cost Sheet is shown on Exhibit B, and the Location Map is shown on Exhibit C. In a separate agreement between the State and AZER, the State will have AZER install a concrete surface. After completion of the Project, the Local



Agency will continue to maintain the roadway and AZER will continue to maintain the crossing.

5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.
6. The foregoing Recitals and Exhibits shall be incorporated into this Agreement.

**In consideration of the mutual terms expressed herein, the Parties agree as follows:**

---

## **II. SCOPE OF WORK**

1. The Parties agree:
  - a. The Project will be constructed by the railroad in accordance with the requirements of railroad plans and specifications.
  - b. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the State will procure up to the amount approved and programmed for this Project. If the Local Agency desires to add work beyond what is described in this Agreement; it will be added by amendment to this Agreement and all costs will be the responsibility of the Local Agency.
2. The State will:
  - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
  - b. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved.
  - c. After receipt of FHWA authorization, notify AZER to proceed with the work covered by the railroad agreement.
  - d. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements as set forth below.
  - e. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The Local Agency will:

- a. Designate the State as the Local Agency's authorized agent for the Project.
- b. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency rights of way. This temporary right will expire with completion of the Project.
- c. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- d. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components. Such maintenance (exclusive of maintenance by the AZER or its facilities), includes, but is not limited to, traffic signals, signs, islands, curbs, and markings necessary for the purpose of regulating, warning and guiding traffic, as applicable to the Project.
- e. Be responsible to mark and sign railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, within 45 days after the railroad has completed its work.

### **III. MISCELLANEOUS PROVISIONS**

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.



5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Programmed Federal Funds. The cost of work under this Agreement is to be covered by the federal funds programmed for this Project. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the State will procure up to the amount approved and programmed for this Project. If the Town desires to add work beyond what is described in this IGA; it will be added by amendment to the IGA and all costs will be the responsibility of the Town.
7. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
8. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
9. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
10. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
11. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
12. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

13. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
14. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
15. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
16. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
17. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
18. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
19. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
 Joint Project Agreement Section  
 205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
 Phoenix, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

Town of Pima  
 Attn: Vernon Batty  
 PO Box 426  
 Pima, AZ 85543  
 928.485.2611  
[vernon.batty@pimatown.az.gov](mailto:vernon.batty@pimatown.az.gov)

**For Project Administration:**

Arizona Department of Transportation  
 Utility & Railroad Engineering  
 Attn: Jane Gauger  
 205 S. 17<sup>th</sup> Avenue, Mail Drop 618E  
 Phoenix, AZ 85007  
 602.712.4052  
[jgauger@azdot.gov](mailto:jgauger@azdot.gov)

Town of Pima  
 Attn: Vernon Batty  
 PO Box 426  
 Pima, AZ 85543  
 928.485.2611  
[vernon.batty@pimatown.az.gov](mailto:vernon.batty@pimatown.az.gov)

21. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
22. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
23. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.

---

**Remainder of this page is intentionally left blank.**

**(Signatures begin on the next page)**



**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective upon the signing and dating of all Parties.

**TOWN OF PIMA**

By \_\_\_\_\_ Date \_\_\_\_\_  
**VERNON BATTY**  
Town Manager

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**CODY MARSHALL**  
Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF PIMA, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 9-240 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By \_\_\_\_\_ Date \_\_\_\_\_  
Town Attorney



**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_  
**STEVE BOSCHEN, PE**  
Division Director

A.G. Contract No. P0012023001311 (ADOT IGA 23-0009244-I), an Agreement between public agencies, the State of Arizona and the Town of Pima has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By \_\_\_\_\_ Date \_\_\_\_\_  
Assistant Attorney General

**EXHIBIT A**  
**Cost Estimate**

**T0452 01D/01X**

The federal funds will be used for the ADOT preliminary engineering costs and construction of the Project, including construction contingency. The estimated Project costs are as follows:

**ADOT Preliminary Engineering:**

Federal-aid funds @ 100%	\$ 30,000.00
--------------------------	--------------

**Construction:**

Concrete Surface – Work by AZER Federal-aid funds @ 100%	\$ 270,000.00
---	---------------

<b>Estimated TOTAL Project Cost</b>	<b>\$ 300,000.00</b>
-------------------------------------	----------------------

## EXHIBIT B

### RECAPITULATION COST SHEET

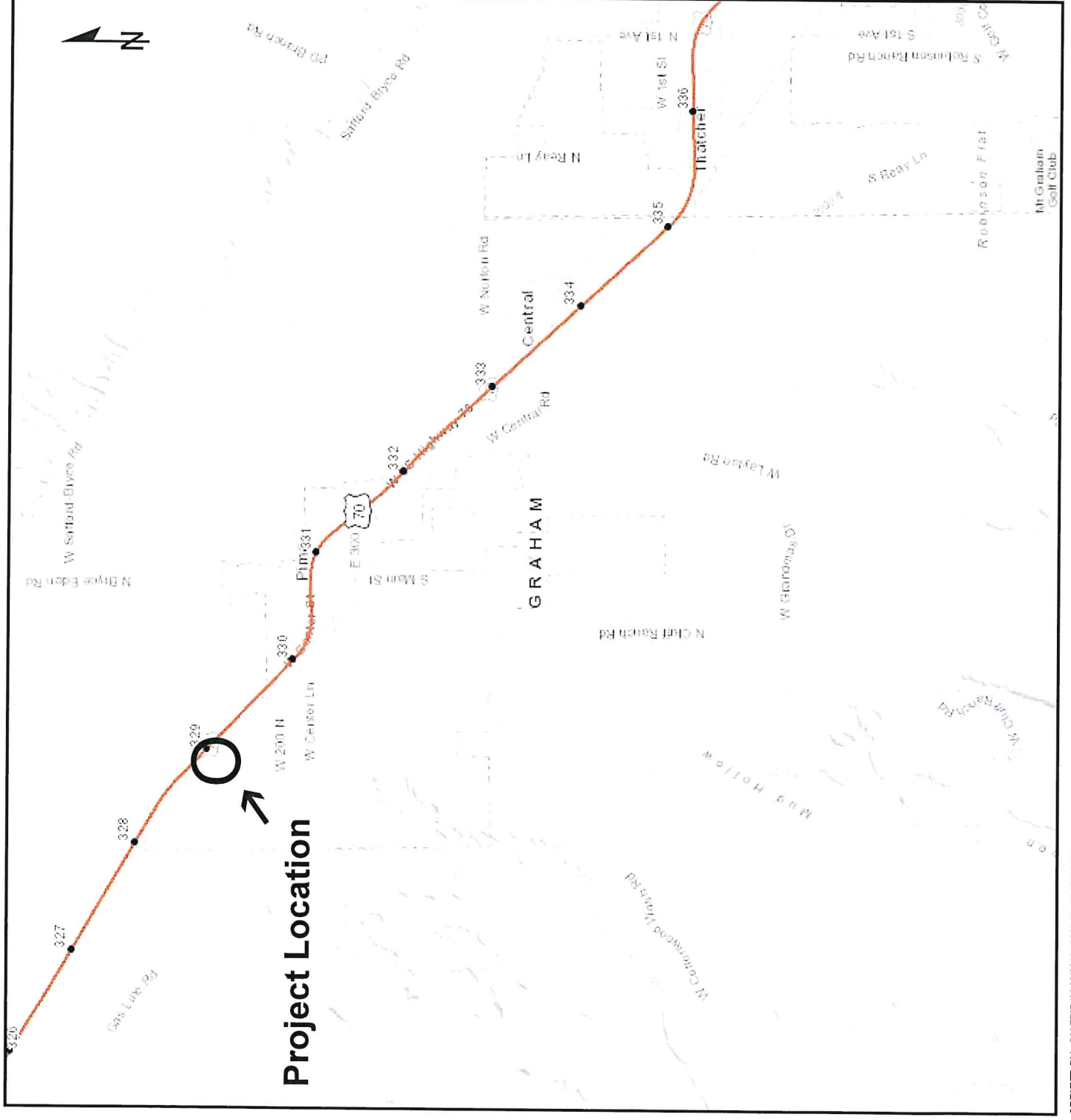
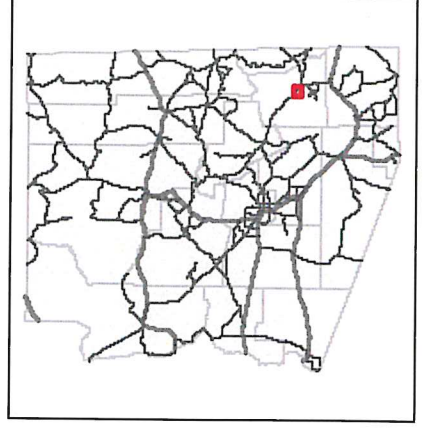
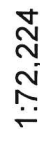
<b>Project Number:</b> <b>Location:</b> <b>Federal ID:</b> <b>DOT Number:</b> <b>IGA Agreement Number:</b>	<b>T0452</b> <b>Patterson Mesa @ AZER, Town of Pima</b> <b>PIM-0(202)T</b> <b>742-268W</b> <b>IGA-23-0009244-I</b>	<b>Created on:</b>  <b>Prepared by:</b>	<b>5/12/2023</b>  <b>J. Gauger</b>		
DESCRIPTION	PROJECT PHASE	FHWA CODE	ESTIMATED COST *	FEDERAL ELIGIBLE SECTION 130 FUNDS	TOTAL COUNTY FUNDS
PRELIMINARY ENGINEERING - DESIGN	01D			100%	0%
ADOT - Oversight, Coordination, Clearances		15	\$ 30,000	\$ 30,000	\$0
<b>SUBTOTAL PRELIMINARY ENGINEERING COST</b>			<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$0</b>
<b>CONSTRUCTION</b>	<b>01X</b>				
AZER - Construction- Concrete Surface		21	\$ 270,000	\$ 270,000	\$ -
					\$ -
<b>SUBTOTAL CONSTRUCTION COST</b>			<b>\$ 270,000</b>	<b>\$ 270,000</b>	<b>\$0</b>
<b>TOTAL PROJECT COST</b>			<b>\$ 300,000</b>	<b>\$ 300,000</b>	<b>\$0</b>

\* If Local Agency project: do not include ICAP

\*\* If ADOT project: do include ICAP

## LOCATION MAP

DOT # 742-268W



**RESOLUTION NO. 2023-11**

**A RESOLUTION OF THE TOWN OF PIMA, ARIZONA MAYOR AND COMMON COUNCIL, APPROVING ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THE AGREEMENT**

**RECITALS:**

**ENACTMENTS:**

WHEREAS, the State of Arizona Department of Transportation is empowered by A.R.S. § 28-401 to enter into an Intergovernmental Agreement ("IGA");

WHEREAS, the Town of Pima (the "Town") is empowered by A.R.S. § 9-240 to enter into an IGA;

WHEREAS, Congress has authorized appropriations for installing automatic warning signals, automatic gate arms, concrete crossings, pavement markings, and other railroad crossing related appurtenance;

WHEREAS, the work proposed under the IGA consists of Rail-Highway Safety Improvements at Patterson Mesa Road, in the immediate area of the Arizona Eastern Railway (AZER) crossing, DOT number 742-268W, located northwest of the Town, in Graham County, (the "Project");

WHEREAS, the total Project cost is estimated at \$300,000.00 and is eligible for federal aid;

WHEREAS, in a separate agreement between the State and AZER, the State will have AZER install a concrete surface;

WHEREAS, after completion of the Project, the Town will continue to maintain the roadway and AZER will continue to maintain the crossing;

WHEREAS, the best interest of the Town is for the State in this Project to obtain federal funds for the use and benefit of the Town and authorization of such federal funds for the Project pursuant to federal law and regulations; and

WHEREAS, the State shall be the designated agent for the Town for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

**NOW THEREFORE BE IT RESOLVED BY THE TOWN OF PIMA MAYOR AND COUNCIL as follows:**

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



SECTION 2. The Town adopted and approves entering into the IGA an the Mayor is authorized to sign the IGA on behalf of the Town and take any other actions necessary to effectuate the intent of the OGA.

PASSED AND ADOPTED by the Town of Pima, Arizona Mayor and Council, this \_\_\_\_ day of August 2023.

**Attested to:**

_____ Brian Paull, Mayor	_____ Cody Marshall, Town Clerk
-----------------------------	------------------------------------

**Reviewed by:**

**Approved as to form:**

_____ Vernon Batty, Town Manager	_____ Jon Paladini, Town Attorney
-------------------------------------	--------------------------------------

**RESOLUTION NO. 2023-12**

**A RESOLUTION OF THE TOWN OF PIMA, ARIZONA MAYOR AND COMMON COUNCIL, APPROVING ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THE AGREEMENT**

**RECITALS:**

**ENACTMENTS:**

WHEREAS, the State of Arizona Department of Transportation is empowered by A.R.S. § 28-401 to enter into an Intergovernmental Agreement (“IGA”);

WHEREAS, the Town of Pima (the “Town”) is empowered by A.R.S. § 9-240 to enter into an IGA;

WHEREAS, Congress has authorized appropriations for installing automatic warning signals, automatic gate arms, concrete crossings, pavement markings, and other railroad crossing related appurtenance;

WHEREAS, the work proposed under the IGA consists of Rail-Highway Safety Improvements at Trip Canyon Road, in the immediate area of the Arizona Eastern Railway (AZER) crossing, DOT number 742-2266H, located northwest of the Town, in Graham County, (the “Project”);

WHEREAS, the total Project cost is estimated at \$300,000.00 and is eligible for federal aid;

WHEREAS, in a separate agreement between the State and AZER, the State will have AZER install a concrete surface;

WHEREAS, after completion of the Project, the Town will continue to maintain the roadway and AZER will continue to maintain the crossing;

WHEREAS, the best interest of the Town is for the State in this Project to obtain federal funds for the use and benefit of the Town and authorization of such federal funds for the Project pursuant to federal law and regulations; and

WHEREAS, the State shall be the designated agent for the Town for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

**NOW THEREFORE BE IT RESOLVED BY THE TOWN OF PIMA MAYOR AND COUNCIL as follows:**

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

SECTION 2. The Town adopted and approves entering into the IGA an the Mayor is authorized to sign the IGA on behalf of the Town and take any other actions necessary to effectuate the intent of the OGA.

PASSED AND ADOPTED by the Town of Pima, Arizona Mayor and Council, this \_\_\_\_ day of August 2023.

**Attested to:**

_____ Brian Paull, Mayor	_____ Cody Marshall, Town Clerk
-----------------------------	------------------------------------

**Reviewed by:**

**Approved as to form:**

_____ Vernon Batty, Town Manager	_____ Jon Paladini, Town Attorney
-------------------------------------	--------------------------------------

**MPDG Grants**

[MPDG - Notice of Funding Opportunity](#)

[MPDG - Webinars](#)

[MPDG - How to Apply](#)

[MPDG - Frequently Asked Questions](#)

[Mega Grant](#) >

[Rural Surface Transportation Grant](#) >

[About the Rural Surface Transportation Grant](#)

[Rural - Additional Guidance](#)

[Rural Areas Defined](#)

[Areas of Persistent Poverty and Historically Disadvantaged Communities](#)

[Rural Surface Transportation Grant Implementation](#)

[INFRA Grant](#) >

**Related Links**

- [Rural Surface Transportation Program FY22 Application List](#)
- [Rural Surface Transportation Program FY22 Fact Sheets](#)

## The Rural Surface Transportation Grant Program

### What is the Rural Surface Transportation Grant Program?

The Rural Surface Transportation Grant Program supports projects that improve and expand the surface transportation infrastructure in rural areas to increase connectivity, improve the safety and reliability of the movement of people and freight, and generate regional economic growth and improve quality of life. Rural Surface Transportation grant program funding will be made available under the MPDG combined Notice of Funding Opportunity (NOFO).

#### Eligible Applicants:

- a State;
- a regional transportation planning organization;
- a unit of local government;
- a tribal government or a consortium of tribal governments; or
- a multijurisdictional group of entities above.

#### Eligible Projects:

- A highway, bridge, or tunnel project eligible under National Highway Performance Program
- A highway, bridge, or tunnel project eligible under Surface Transportation Block Grant
- A highway, bridge, or tunnel project eligible under Tribal Transportation Program
- A highway freight project eligible under National Highway Freight Program
- A highway safety improvement project, including a project to improve a high risk rural road as defined by the Highway Safety Improvement Program
- A project on a publicly-owned highway or bridge that provides or increases access to an agricultural, commercial, energy, or intermodal facility that supports the economy of a rural area
- A project to develop, establish, or maintain an integrated mobility management system, a transportation demand management system, or on-demand mobility services

### [2022 Rural Surface Transportation Program Awards](#)

Last updated: Tuesday, June 27, 2023

**Congress of the United States**  
**Washington, DC 20515**

August 7, 2023

The Honorable Pete Buttigieg  
Secretary  
U.S. Department of Transportation  
1200 New Jersey Ave, S.E.  
Washington, D.C. 20590

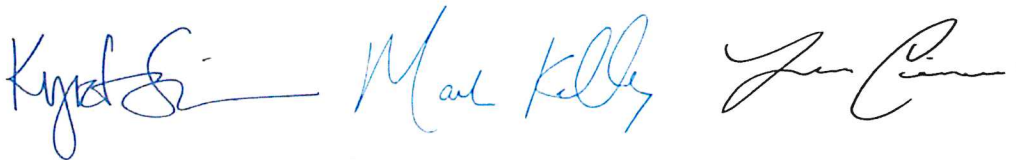
Dear Secretary Buttigieg:

We write regarding the Town of Pima's (Pima) application for Rural Surface Transportation Grant funding for the Town's Main Street Enhancement Project (Project). Federal funds will support the project's goals of fostering economic growth, ensuring safer transit, and enhancing access to necessary resources for residents and visitors alike.

Located in Graham County, Arizona, Pima is a rural community with few businesses and limited infrastructure for commerce and transportation. However, the success of the nearby Freeport-McMoRan Copper and Gold Mine located in Safford has resulted in rapid economic, population, and transportation growth in Pima. In response to the town's recent growth, Pima must make necessary transportation infrastructure updates to its South Main Street. Improving Pima's transportation infrastructure by incorporating a turning lane and extending pedestrian sidewalks will promote transit safety, attract necessary commerce, and increase access to necessary resources for residents.

Funding for this project will allow the Town of Pima to implement critical infrastructure that will create lasting positive impacts on the lives of Pima residents. In accordance with all existing agency rules, regulations, and ethical guidelines, we respectfully ask that you give this proposal full and fair consideration as you make this important funding decision. Thank you for your consideration.

Sincerely,



Kyrsten Sinema  
United States Senator

Mark Kelly  
United States Senator

Juan Ciscomani  
United States Congressman





# Graham County Board of Supervisors

921 Thatcher Blvd  
Safford, AZ 85546  
Phone: (928) 428 3250  
Fax (928) 428 5951

---

**Paul David, Chairman**  
**John Howard, Vice Chairman**  
**Clay Mack, member**

July 27, 2023

Office of the Secretary Pete Buttigieg  
U.S. Department of Transportation  
200 New Jersey Ave, SE  
Washington, DC 20590

Subject: Letter of Support for the Town of Pima's Main Street Enhancement Planning Project

Dear Office of the Secretary,

I am writing on behalf of the Graham County Board of Supervisors to express our unwavering support for the Town of Pima's Main Street Enhancement Project, a crucial initiative that addresses safety, public access, and future growth considerations in rural Graham County, Arizona.

The Main Street Enhancement Project in the Town of Pima holds significant importance for the residents of Graham County. Pima, being an integral part of the county, plays a pivotal role in connecting various rural communities within its borders. The proposed widening of South Main Street, accompanied by the addition of a turning lane and extended sidewalks, promises to have a profound impact on enhancing safety along this key transportation corridor.

Safety is of utmost concern for Graham County, particularly on roads heavily utilized by both residents and visitors. The Main Street Enhancement Project will provide a much-needed turning lane, reducing traffic congestion and the likelihood of accidents. The extended sidewalks will enable safer pedestrian access, particularly for students attending schools along the main street stretch and the general public seeking access to local businesses.

Additionally, the expansion of South Main Street comes at an opportune time, considering the rapid growth experienced in the region. With a 40-unit division currently under development, the demand for efficient transportation infrastructure has become more pressing than ever. This project will not only accommodate the immediate needs of the growing community but will also cater to future growth projections, fostering sustainable development in rural Graham County.

As a predominantly rural area, Graham County faces unique challenges when it comes to public access. The lack of safe, walkable spaces along the 1.46-mile stretch from 450 South to 1200 South has been a concern voiced by numerous residents. The addition of sidewalks, as proposed in the project, will vastly improve access to schools, businesses, and essential amenities for the people of Pima and surrounding communities.

Furthermore, by envisioning this project as a truly multimodal initiative, we emphasize the importance of sustainable transportation for the future. The incorporation of bike lanes will encourage alternative modes of transit and support efforts to reduce greenhouse gas emissions in our rural county.

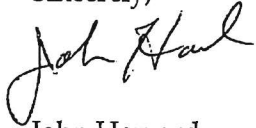
Considering the historical disadvantage faced by rural communities, equitable development becomes a paramount objective for the Graham County Board of Supervisors. The Main Street Enhancement Project aligns perfectly with this objective, addressing the critical infrastructure needs of an underserved colonia like Pima.

In conclusion, we wholeheartedly support the Town of Pima's request for engineering and design services to realize the Main Street Enhancement Project. The safety improvements, increased public access, and foresight for future growth make this project an essential investment in the wellbeing and prosperity of rural Graham County.

We kindly request your support in granting the Town of Pima's Rural Surface Transportation Grant, enabling the implementation of this vital initiative. Your partnership will contribute significantly to the betterment of our rural communities and serve as a model for equitable and sustainable development in Arizona.

Thank you for considering our perspective and for your attention to this matter. If you require any additional information or clarification, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "John Howard". The signature is fluid and cursive, with the first name "John" being more prominent than the last name "Howard".

John Howard  
Supervisor, District 2  
Graham County Board of Supervisors

**vernon.batty@pimatown.az.gov**

---

**From:** Cory McKendrick <cory.mckendrick@moretoncm.com>  
**Sent:** Friday, August 4, 2023 8:47 AM  
**To:** vernon.batty@pimatown.az.gov  
**Subject:** RE: CD maturity replacement

Vernon,

I came across a CD name that would work that just came on the screen today. Here it is below:

Bank Issuer		Rate	Maturity		
Date	Term	Settlement			
Dallas Capital Bank, NA		5.25%	5/20/2024	9 Month	8/18/23

There is only 729,000 of it left as of now, so there isn't any guarantee that it will still be available next week after the council meeting, but if it helps to show the maturity date and rate then this is great. I am sure there will be more available that settle on or after the 18<sup>th</sup>, next week.

Have a great weekend and let me know if you need anything else.

Cory

**From:** Cory McKendrick  
**Sent:** Thursday, August 3, 2023 4:20 PM  
**To:** vernon.batty@pimatown.az.gov  
**Subject:** CD maturity replacement

Hi Vernon,

I was planning to connect with you tomorrow, but I wasn't sure if you were going to be in the office tomorrow.

With the maturity coming up on the 18<sup>th</sup> and the council meeting on the 8<sup>th</sup>, I have been looking for CDs that settle on or after the 18<sup>th</sup> and I haven't quite been able to find any. There are several that settle on the 17<sup>th</sup>, but none on the 18<sup>th</sup> in the 9 month CD range.

I think there will be some on Monday the 7<sup>th</sup> that I can give you a specific bank name to put on the agenda. Will that work or is it too late? Let me know what you think.

You were also going to check on what you were given authority to do with the council items/motions that passed. Did you find out if you have autonomy to reinvest as maturities come up?

Thanks!

**Cory McKendrick**  
Sales Associate  
801-535-3653  
Moreton Capital Markets, LLC  
[www.moretoncm.com](http://www.moretoncm.com)  
[Cory.McKendrick@moretoncm.com](mailto:Cory.McKendrick@moretoncm.com)

# Town of Pima Building Permits issued

Month

Year: 2023

	SB*	MH*	MF*	APT*	S*	A*	C*	Other	Total
Jan	3		1					5	9
Feb					8			3	11
Mar	1	1			6	4		1	13
Apr	2				3	1		4	10
May					3			2	5
Jun	5				3	1		3	12
July	1				5	2		3	11
Aug									
Sept									
Oct									
Nov									
Dec									
Total	12	1	1		28	8		22	71

\* SB = Site Built; MH = Manufactured Home; MF = Multi-Family Unit; APT = Apartments; S = Solar; A = Additions; C = Commercial

\*\* This represents building permits issued. It does not reflect completed and/or ongoing construction.

# PIMA PUBLIC LIBRARY

## Monthly Statistical Report

JULY 2023

### CIRCULATIONS

Currently checked out: 428

Currently overdue: 57

TOTAL MONTHLY CIRCULATIONS: 2,004 (# of items checked in and out)

### HOLDINGS

Books- 13,151 AudioBooks- 140 DVD's- 1,834

TOTAL HOLDINGS: 15,125

### PATRONS (registered card holders)

Admin/Board: 13 New Patrons Added: 5

Adults: 1,164 Children: 300

Family/Inst: 296 Restricted: 288

TOTAL PATRONS: 2,061

HOURS OF OPERATION: 135

NUMBER OF DAYS OPEN: 15

LIBRARY ATTENDANCE: 894

# OF COMPUTER USERS: 39

### PROGRAMS & OUTREACH

#### # OF PROGRAMS/ATTENDANCE

Community Groups 4 8

LEGO Club 0 0

Movie Night 0 0

School Groups 0 0

Story Time 4 42

TOTAL: 8 50

VOLUNTEERS: 10 HOURS GIVEN: 11.25

### FINANCIAL

Fines \$ 56.40 Copies \$ 16.40 Fax \$ 9.50 Sale Room \$ 9.45

Lost \$ 40.00 Donations \$ .40 (less) Petty Cash \$ -44.87

TOTAL INCOME \$ 87.68



# Pima Town Council Monthly Report / Pima Police Department

Jul-23

## DR#/ ARREST/CIT/WAR

Total	91	Adult Felony Arrests	6
Radio Assigned	75	Adult Misdemeanor Arrests	5
On View Activity	16	Juv. Misdemeanor Arrests	1
301DR#/Arrest/cit/war	23/1/0/3	Juv. Felony Arrests	0
302 DR#/Arrest/cit/war	FTO	Bookings	6
303 DR#/Arrest/cit/war	PTO	Total Arrests	10
306/DR#/Arrest/cit/war	29/3/1/8		
307DR#/Arrest/cit/war	34/6/7/8		
308/DR#/Arrest/cit/war	5/0/0/0		

### calls

Agency assist	9	Disorderly	2
Civil Standby	3	Harassment/Threats	0
DUI	2*	Drugs	1*
Animal Problem	6	Illegal Burning/ Littering	0
Alarm Call	1	Assault/stabbing	0
ATV Complaint	1	Trespassing	2
Burglary	0	Vehicle Impound	0
Citizen Assist	3	911 Hangup	2
Criminal Damage	0	Prowler	0
Civil Matter	2	Escort	2
Drug Related	2*	Fraud	0
Domestic Violence	1	Costodial Interference	0
Traffic Offense	3	Unwanted Person	2
Fight/Disturbance	0	Suspended License	3*
Found Property	0	Order of Protection	0
Juvenile Problem	3	Alcohol Offense	0
Medical/EMT	11	Unattended Death	0
Suspicious Activity	8	Missing Person	0
Stolen Vehicle	0	Unsecure Property	0
Theft	2	Attempt Suicide	0
Traffic Complaint	2	Child Abuse	0
Search Warrant	0	Party	0
Welfare Check	5	Lost property	0
Wanted Person	3	Parking Problem	1
Weapons Offense	0	Utility Problem	0
Fire	1	Recovered Property	0
Pursuit	2*	Canine	0
Papers Served	1	Phlebotomy	1
Vehicle Collisions	3	Premise check	2

Information Reports

2

Follow up

3

Loud Music

1

Sex Offense

0