

PIMA TOWN COUNCIL
REGULAR MEETING – TUESDAY, JANUARY 9, 2024

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, January 9, 2024, beginning at 7:00pm, in the Pima Town Hall located at 110 W Center, Pima, Arizona 85543

Call to Order:

Prayer:

Pledge of Allegiance:

Roll Call:

Approval of Minutes of the Regular Town Meeting held November 14, 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. Discussion and possible action regarding new Fire Department Chief: (Manager, Vernon Batty)
2. Discussion and possible action regarding Firetruck IGA with Safford and attached Resolution 2024-01: (Manager, Vernon Batty)
3. Discussion and possible action to remove Scott Howell and add Terry Earp as a signer on the Town of Pima Bank Accounts and as a credit card holder: (Manager, Vernon Batty)
4. Discussion and possible action regarding Court IGA and attached Resolution 2024-02: (Manager, Vernon Batty)

5. Discussion and possible action regarding the Department of Revenue IGA with the Town of Pima and attached Resolution 2024-03: (Manager, Vernon Batty)
6. Discussion and possible action for an RFQ for Engineering: (Manager, Vernon Batty)
7. Discussion and possible action regarding Planning & Zoning Applications: (P&Z Administrator, Evan Stringfellow)
8. Upon a public majority vote of the members constituting a quorum, a public body may hold an executive session pursuant to TITLE 38, CHAPTER 3, ARTICLE 3.1 KNOWN AS ARIZONA OPEN MEETING LAW but only for the purposes authorized under A.R.S. § 38- 431.03: Pursuant to A.R.S. § 38-431.03(A)(1) Personnel matters; (3) – Discussion or consultation for legal advice with the attorney or attorneys of the public body; and 38-431.03(A)(4) Discussion or consultation with the city's attorneys on the town's position regarding pending or contemplated litigation, or in settlement discussions conducted in order to avoid litigation.

- (a) The Fire Dept. personnel
- (b) P&Z applications
- (c) Luster v. Pima

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.

CONSENT AGENDA:

MANAGER'S REPORT

- A. Smart Fund Grant
- B. Bridge located on 300 South

FINANCIAL REPORT

BUILDING PERMIT REPORT

POLICE REPORT

LIBRARY REPORT

PLANNING AND ZONING

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.

MINUTES OF THE PIMA TOWN COUNCIL
REGULAR MEETING – TUESDAY, NOVEMBER 14, 2023

Call to Order:

Mayor Brian Paull called the meeting to order at 7:01p.m.

Prayer:

Councilmember C.B. Fletcher gave the prayer.

Pledge of Allegiance:

Mayor Brian Paull led the pledge of allegiance.

Roll Call:

COUNCIL MEMBERS PRESENT: Mayor Brian Paull, Vice Mayor Sherrill Teeter,
Councilmember C.B. Fletcher

COUNCIL MEMBERS ABSENT: Councilmember Lucas Hoopes, Councilmember Teresa
Bailey

STAFF MEMBERS PRESENT: Town Manager, Vernon Batty; Town Attorney, Jon Paladini;
Public Works Director, Jimmie Lofgreen; Town Clerk, Cody Marshall

Approval of Minutes of the Regular Town Meeting held October 10, 2023. **Action**

Vice Mayor Teeter motioned to approve the minutes from the October 10, 2023 Regular Meeting and seconded by Councilmember C.B. Fletcher. Motion carried unanimously.

CALL TO THE PUBLIC:

- 1- Dan Rose stated he has lived in Pima on Tripp Canyon road for 20 years. He has witnessed much growth in the Town and especially in his area of Tripp Canyon road and Patterson Mesa road causing high traffic. These roads have been identified as residential roads with the speed limit posted at 25mph. However, the speed limit seems to be ignored and the high traffic at high speeds on a residential road has become very dangerous. He would like to see more speed limit signs posted and more police patrol.

DECLARATION ON CONFLICT OF INTEREST: None

COUNCIL BUSINESS:

1. Discussion and possible action regarding Wreaths Across America: (Leslie Cuning & Kat Sticklin)

Councilmember Teeter motioned to approve donating \$500 to Wreaths Across America and seconded by Councilmember C.B. Fletcher. Motion carried unanimously.

2. Discussion and possible action regarding FY 2023 Audit: (Nick Large, Colby & Powell Audit Services)

Nick presented the Audit results for FY 2023 commenting it was a clean audit this year, yet some improvements still needed and praised the Councilmembers for their oversight of the Town's finances and office procedures.

3. Discussion and possible action regarding amending Article 2-6 of the Town Code (Planning & Zoning): 2nd Reading: (Jimmie Lofgreen)

Public Works Director Jimmie Lofgreen explained the 2nd Reading of amending Article 2-6, had an adjustment made from the first reading recommended by the Council.

Vice-Mayor Teeter motioned to accept the 2nd reading of amending Article 2-6 of the Town Code, Ordinance 2023-08 and seconded by Mayor Brian Paull. Motion carried unanimously.

4. Discussion and possible action to re-invest money in another CD: (Manager, Vernon Batty)

Manager Vernon Batty explained that the current CD investment will mature during this month and asked for permission to re-invest \$250,000 into another CD.

Councilmember C.B. Fletcher motioned to approve Vernon to re-invest into another CD and seconded by Vice-Mayor Teeter. Motion carried unanimously.

5. Discussion and possible action for getting an archeological survey done to be able to put in for a Grant for the Recreational Park: (Manager, Vernon Batty)

Manager Batty explained that an archeological survey has to be done in order for him to be able to apply for the Recreational Park Grant that he wants to use to develop the 80-acre area out by the roping arena and could possibly use it to resurface the swimming pool.

Councilmember C.B. Fletcher motioned to approve an archeological survey and seconded by Vice Mayor Teeter. Motion carried unanimously.

6. Discussion and possible action regarding the IGA between the Town of Pima and Pima Unified School District: (Manager, Vernon Batty)

Manager Batty informed the Council that the School is asking for help with a road and stop light per the IGA.

Councilmember C.B. Fletcher motioned to accept the IGA between the Town of Pima and Pima Unified School District and seconded by Vice Mayor Teeter. Motion carried unanimously

7. Discussion and possible action about the new Circle K needing collateral from the Town: (Manager, Vernon Batty)

Manager Batty explained that he hired a financial advisor to analyze our finances and assets for advice on putting up 50% collateral of the 200% needed for the new Circle K development. He was advised it would not be a risk for the Town. Mayor Paull and Councilmembers agreed to allow Vernon to move forward with the process to put it in writing.

8. Discussion and possible action regarding Quit Claiming property for Mitchell Beals: (Manager, Vernon Batty)

Manager Batty explained this item was tabled from the last meeting. The Beals have surveyed the property and on the southern boundary it would be a simple swap. On the western boundary, the Town owns into the Beals property, so it would not be an exact equal trade but would clean the boundary lines up.

Vice-Mayor Teeter motioned to approve to quit claim a piece of Town property to (Beals) Trust LBar 7 and accept property quit claim to the Town with stipulation not to accept responsibility of Judd Lane and seconded by Councilmember C.B. Fletcher. Motion carried unanimously.

Pursuant to (A.R.S. §38-431.03(A)(3), (A)(4) and (A)(7) for discussion or consultation for legal advice with the Town Attorney regarding the acquisition of real property to /from Mitchell Beals, instruct the Town Attorney regarding the Town's position regarding the purchase contract with Mr. Beals that is the subject of negotiations, pending or contemplated litigation, and/or settlement discussions, and discussions with designated representatives of the Town in order to consider the Town's position and instruct its representatives regarding negotiations for the purchase, sale, or lease of real property generally located at 200 East and 800 South.

CONSENT AGENDA:

MANAGER'S REPORT:

Manager Batty stated he was pleased with the turn out of the ribbon cutting for the new soccer field and expressed appreciation to United Way for helping make it possible to expand and have several games going at the same time.

He also stated the Smart Fund Grant is in the works and is confident it will pass.

Batty also informed the Council that the two railroad crossings have been approved and the time frame for the Patterson Mesa will be May 2024 and Tripp Canyon will be November 2024

FINANCIAL REPORT

BUILDING PERMIT REPORT

POLICE REPORT – Chief Cauthen stated that the department has had two officers move on, but we have just hired a new officer.

LIBRARY REPORT

PLANNING AND ZONING

FIRE DEPARTMENT

COUNCIL REPORT – Vice Mayor Teeter stated that the Wish Tree Project is in the works. There is a tree displayed at the Town Hall and the Library.

Councilmember Fletcher stated that he was thankful the Town could contribute to the Lion's Club to help display Flags on Main Street in Safford for Veteran's Day.

ADJOURNMENT:

Councilmember C.B. Fletcher motioned to adjourn the Regular Meeting at 8:03 p.m. and seconded by Vice Mayor Teeter. Motion carried unanimously.

2024 Fire Department Officers (As of Jan. 2, 2023)

Fire Chief - Terry Earp
Asst Chief - Jess Rogers
Captain - Garrett Cragun
EMS Captain - Robert Ketchum
1st Lieutenant - Aaron Thrasher
2nd Lieutenant - Tyrel Turnidge
Safety Officer - Xavier Maldonado
Chief Engineer - Donny Solis
Quartermaster - Michael Weathersby
Training Officer - Ramon Quintana
Asst Training Officer - Steven Blackman
EMS Lieutenant - Michael Goodgame
EMS Training Officer - Scott Howell
Secretary -Treasurer – Ricardo Leon

INTERGOVERNMENTAL AGREEMENT REPAIR OF FIRE TRUCKS

The governing bodies of the undersigned governmental entities have affirmed and by this Agreement do agree that it would be in the best interest of the citizens of the Town of Pima and the City of Safford, for the City of Safford to furnish qualified mechanics to provide inspections/repairs on the Town of Pima fire trucks as provided for in the Agreement. The City of Safford shall provide these services on the following terms and conditions:

1. The duration of this Agreement shall be for three (3) Years beginning January 1, 2024 until December 31, 2026, unless terminated by ninety (90) days written notice by either party to the other. Notice to be delivered via mail to City of Safford, Post Office Box 272, Safford, Arizona 85548-0272 and Town of Pima, Post Office Box 426, Pima, Arizona 85543-0426.
2. The City of Safford agrees to do the following when available and resources permitting:
 - a. Inspection of Fire Trucks at the City of Safford's discretion.
 - b. Repairs as needed throughout the year, including the pump, at the City of Safford's discretion.
3. The Town of Pima shall pay the hourly rate for labor and the cost of parts as quoted before any repairs will be done. All amounts shall be paid within thirty (30) days after submission of invoice for such expenses.
4. The City of Safford's liability hereunder shall be limited to the gross negligence of the City of Safford and its employees.
5. For purposes of worker's compensation, an employee of either party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of the other party to this Agreement, is deemed to be an employee of both public entities, as provided in Arizona Revised Statutes Section 23-1022(D). The primary employer of such an employee shall be solely liable for payment of workers' compensation benefits for the purpose of this section. Each party shall comply with the provisions of Arizona Revised Statutes 23-1022(E) by posting the notice required.
6. This Agreement may be renewed annually unless terminated sooner as permitted herein.

Agreed to by both parties this 11th , day of December 2023.

Intergovernmental Agreement for Repair
Of Fire Trucks
[January 1, 2024]

City of Safford



Richard Ortega, Vice Mayor

Town of Pima

Brian Paull, Mayor

ATTEST:



Beatrice Castro Driver, City Clerk

ATTEST:

Vernon Batty, Town Manager

APPROVED AS TO FORM:



William J. Sims, III
City Attorney

APPROVED AS TO FORM:

Pierce/Coleman
Town Attorney

RESOLUTION NO. 2024-01**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PIMA, GRAHAM COUNTY, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PIMA AND THE CITY OF SAFFORD FOR RELATED TO THE FURNISHING OF MECHANICS TO PROVIDE INSPECTIONS OR REPAIRS TO THE TOWN'S FIRE TRUCKS.**

WHEREAS, the Town of Pima, Arizona, ("Town"), desires to enter into an Intergovernmental Agreement with the City of Safford, Arizona, ("City"), whereby the City would provide to the Town qualified mechanics for inspections or repairs to the Town's fire trucks;

WHEREAS, pursuant to A.R.S. §§ 11-952 and 9-240, the Town and the City may enter into this Intergovernmental Agreement;

WHEREAS, the Mayor and Council of the Town of Pima have determined that acceptance of the Intergovernmental Agreement between the Town and the City will benefit the residents of the Town of Pima and is in the Town's best interest.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Pima, Arizona, as follows:

Section 1. The recitals above are hereby adopted and incorporated as if fully set forth herein.

Section 2. The Town of Pima is hereby authorized to enter into the Intergovernmental Agreement between the Town of Pima and the City of Safford. A copy of said Intergovernmental Agreement is attached hereto as **Exhibit "A"** and incorporated herein by this reference.

Section 3. The Mayor, Town Manager, Town Clerk and Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

Section 4. The Town staff is hereby authorized and directed to take all steps necessary to implement said Intergovernmental Agreement and give it effect.

Section 5. All resolutions or motions and parts of resolutions or motions of the Town Council in conflict with the provisions of this resolution are hereby repealed, effective as of the effective date of this resolution.

Section 6. If any section, subsection, sentence, clause, phrase, or portion of this resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Pima, Arizona, on this 9th day of January, 2024.

Brian Paull, Mayor

ATTEST:

Cody Marshall, Town Clerk

APPROVED AS TO FORM:

Jon Paladini, Town Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2024-01 was duly passed and adopted by the Mayor and Council of the Town of Pima, Arizona, at the ____ Town Council Meeting held on 9th day of January, 2024, that the vote thereon was ____ ayes, ____ nays, and that the Mayor and ____ Council Members were present thereat.

Cody Marshall, Clerk
Town of Pima, Arizona

**EXHIBIT A
TO
RESOLUTION NO. 2024-01**

Intergovernmental Agreement

[See following pages.]

#4

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAFFORD, THE TOWN OF PIMA, AND THE TOWN OF THATCHER FOR JOINT MUNICIPAL COURT SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 11th day of December 2023 by and between the City of Safford, an Arizona Municipal Corporation ("City"), the Town of Pima an Arizona Municipal Corporation and the Town of Thatcher, an Arizona Municipal Corporation. The Town of Pima and the Town of Thatcher may be referred collectively as the "Towns," and the City and the Towns may be referred to collectively as the "Parties."

RECITALS

WHEREAS, the City and the Towns are required to establish a Municipal Court pursuant to A.R.S. section 22-402(A;) and

WHEREAS, the City of Safford and Town of Pima are currently not positioned to provide their own services; and

WHEREAS, pursuant A.R.S. section 22-402 (C) (1) a cities and towns may enter into an intergovernmental agreement to provide the services of a Municipal Court with another local government; and

WHEREAS, the City of Safford and the Town of Pima desire to have the Town of Thatcher Municipal Court preside over all municipal Court initial appearances and adjudicate over local court proceedings.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is hereby agreed as follows:

1. Recitals

- a. The Recitals set forth above are incorporated into the terms of this Agreement.

2. Purpose

- a. The Purpose of this Agreement is to set forth the responsibilities of the parties for coverage by the Town of Thatcher for all Municipal court services of the City and The Town of Pima pursuant to Arizona Rules of criminal and civil procedures.
- b. The court services shall be provided in a consolidated court that shall go by the name of the "GV Consolidated Municipal Court".

3. Terms:

This Agreement shall commence on January 1, 2024 and shall be recorded with the Graham County Recorder. The IGA shall terminate on December 31, 2026. This is the final extension period for this contract. If the Town of Thatcher does not agree to an extension, this Agreement shall terminate as to all three parties upon the then scheduled termination date of December 31, 2023. If both the City and the Town of Pima do not agree to an extension, this Agreement shall terminate as to all three parties upon the then scheduled termination date of this Agreement. If either the City or the Town of Pima (but not both) do not agree to an extension, this Agreement shall terminate as to the Party not agreeing to the extension, but shall be extended for the Town of Thatcher and the other Party agreeing to the extension.

Any modification of this IGA shall be by a formal written amendment and extension by the Parties hereto.

The Parties agree as follows:

The Town of Thatcher

- Will provided all the staffing required to operate the court.
- Will prepare and process all required paperwork in accordance with the AOC guidelines and the Supreme Court of Arizona.
- Will make quarterly payments to the City of Safford and Town of Pima for all fines collected on behalf of either the City of Safford or the Town of Pima.
- Thatcher will pay for all operation expenses of the court except for the prosecutor and the court appointed defense attorney for either the City of Safford or Town of Pima.
- The Town of Thatcher will compile the statistical information of the court and bill the City of Safford and the Town of Pima for their respective share of the operation expenses quarterly.
- Provide a Town Prosecutor to handle all Town of Thatcher citations into the court.
- Provide for any Court appointed Defense Attorney needs according to State Statute for Town of Thatcher cases.

The City of Safford

- Will provide the building to house the court
- Provide a City prosecutor to handle all City of Safford citations into the court
- Pay its share of the operation cost based on court activities
- Be responsible for all capital maintenance and repairs to the building
- Provide for all general cleaning upkeep of the surrounding grounds
- Provide for any Court appointed Defense Attorney needs according to State Statute for City of Safford cases.

The Town of Pima

- Pay its share of the operation cost based on court activities
- Provide a Town Prosecutor to handle all Town of Pima citations into the court
- Pay for any Court appointed Town Defense Attorney needs according to State Statute for Town of Pima cases.

4. Indemnification.

- a. To the extent permitted by law, the City of Safford shall indemnify and hold harmless the Town of Thatcher and the Town of Pima, their officials, officers, employees and agents and shall defend same against all claims for loss, damage or injury to the extent caused by the negligence or intentional acts or omissions of the City or any of its officials, officers, agents and/or employees in connection with this Agreement. The City's obligation to indemnify under this paragraph shall survive termination of this Agreement. The City shall have no obligation under this Section for loss, damage or injury to the extent caused by the Town of Thatcher or Town of Pima or any officers, officials, employees or agents.
- b. To the extent permitted by law, the Town of Thatcher shall indemnify and hold harmless the City of Safford and the Town of Pima, their members, directors, officers, employees, and agents, and shall defend same against all claims for loss, damage or injury to the extent caused by the negligent or intentional acts or omissions of the Town or any of its officers, agents, or employees. The Town's obligation to indemnify under this paragraph shall survive termination of this agreement. The Town shall have no obligation under this Section for loss, damage or injury to the extent caused by the City of Safford or the Town of Pima or any officers, officials, employees or agents.

- c. To the extent permitted by law, the Town of Pima shall indemnify and hold harmless the City of Safford and Town of Thatcher, their members, directors, officers, employees, and agents, and shall defend same against all claims for loss, damage or injury to the extent caused by the negligent or intentional acts or omissions of the Town or any of its officers, agents, or employees. The Town's obligation to indemnify under this paragraph shall survive termination of this agreement. The Town shall have no obligation under this Section for loss, damage or injury to the extent caused by the City of Safford or the Town of Thatcher or any officers, officials, employees or agents.

5. Insurance.

- a. Each Party shall make available to the other parties its insurance information, including but not limited to verification of coverage, general liability insurance in the minimum amount of \$1,000,000 per occurrence, to the other upon request of the other Party. Each Party shall provide the other parties with a copy of its certification of insurance immediately up on execution of this Agreement. All policies shall contain an endorsement providing that written notice is given to the other at least 30 days prior to termination, cancellation, or reduction in coverage in any policy.

6. Compliance with Applicable Legal Authorities.

- a. The Parties shall each be responsible for their respective compliance with all applicable requirements of any federal, state, county or local ordinances, statutes, charters, codes, rules, regulations, or any other governmental requirements. The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35- 393.

7. Workers' Compensation Coverage.

- a. The City of Safford and Town of Pima have no employees and no employee of either shall be construed to be an employee of the Town of Thatcher. The City/Towns shall comply with the notice provisions of Arizona Revised Statutes, Section 23-1022(E). For purposes of Arizona Revised Statutes, Section 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the incident command protocol in place, and said Party shall have the sole responsibility for the payment of workers' compensation benefits or other fringe benefits of said employees.

8. No Partnership.

- a. This Agreement shall not be construed to create any partnership, joint venture, or employment relationship between the parties or any employee of the parties.
- b. Parties shall not be responsible for any debts, obligations, accounts or liabilities of the other Party. This Agreement shall not be construed to release any jurisdictional responsibility of any Party.

9. Binding Effect.

- a. This Agreement shall be binding upon and enforceable by the parties, their heirs, executors, administrators, personal representatives, successors, successors in interest, and assignees.

10. Amendments.

- a. This Agreement and all documents and instruments executed in furtherance hereof may be amended or supplemented only by an instrument in writing, signed by all parties hereto.

11. Paragraph Headings.

- a. Titles and headings of the paragraphs contained herein are solely for the purpose of convenience and are not intended in any way to affect, control or limit the meaning or application of any such paragraph.

12. Interpretations.

- a. Words and expressions used herein shall be applicable according to the context and without regard to the number or gender of such words or expressions.

13. Entire Agreement.

- a. The Parties acknowledge and agree that no representations, warranties, or covenants have been made to, or relied upon by them or by any person acting for or on their behalf, which are not fully and completely set forth herein.

14. Construction.

- a. This Agreement has been negotiated by the Parties and no Party has acted under compulsion or duress, economic or otherwise. The Parties waive any rule of interpretation which would construe any provision of this Agreement against any Party who drafted this Agreement.

15. Severability.

- a. This is the entire agreement between the Parties. If any portion of this Agreement is held to be invalid or unenforceable, such portions shall be null and void. The remainder of this Agreement shall continue in full force and effect.

16. Governing Law.

- a. This Agreement shall be construed and enforced in accordance with, and shall be governed by the laws of the State of Arizona, in effect from time to time. Jurisdiction and venue shall be in Graham County, Arizona.

17. Jurisdiction.

- a. Nothing in this Agreement shall be construed as limiting or extending legal jurisdiction of the other parties. Nothing in this Agreement is intended to confer any right or remedy to any person or entity not a party to this Agreement.

18. Authority.

- a. Each Party has approved this Agreement by official act of its governing body. It has authorized execution of this Agreement and all acts are necessary or reasonably required to carry out its purposes.

19. Attorney Fees and Costs.

- a. Should it become necessary to retain legal counsel to enforce any provision of this Agreement, The Parties hereto agree that the prevailing Party shall be entitled to the award of reasonable attorney's fees and other costs.

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City of Safford

By: _____

Richard Ortega, Vice Mayor

ATTEST:

Beatrice C. Driver

Beatrice C. Driver, City Clerk

Town of Thatcher

By: _____

ATTEST:

Town of Pima

By: _____

ATTEST:

The foregoing Intergovernmental Agreement has been reviewed pursuant to Arizona Revised Statutes §11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

William Sims

Attorney for City of Safford

Attorney of Town of Thatcher

Attorney for Town of Pima

RESOLUTION NO. 2024-02

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PIMA, GRAHAM COUNTY, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PIMA AND THE CITY OF SAFFORD AND THE TOWN OF THATCHER FOR JOINT MUNICIPAL COURT SERVICES.

WHEREAS, the Town of Pima, Arizona, ("Town"), desires to enter into an Intergovernmental Agreement with the City of Safford ("Safford" and the Town of Thatcher ("Thatcher") for Joint Municipal Court Services;

WHEREAS, pursuant to A.R.S. §§ 11-952 and 9-240, the Town, Safford and Thatcher may enter into this Intergovernmental Agreement;

WHEREAS, the Mayor and Council of the Town of Pima have determined that acceptance of the Intergovernmental Agreement between the Town, Safford and Thatcher will benefit the residents of the Town of Pima and is in the Town's best interest.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Pima, Arizona, as follows:

Section 1. The recitals above are hereby adopted and incorporated as if fully set forth herein.

Section 2. The Town of Pima is hereby authorized to enter into the Intergovernmental Agreement between the Town of Pima and the City of Safford and the Town of Thatcher. A copy of said Intergovernmental Agreement is attached hereto as **Exhibit "A"** and incorporated herein by this reference.

Section 3. The Mayor, Town Manager, Town Clerk and Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

Section 4. The Town staff is hereby authorized and directed to take all steps necessary to implement said Intergovernmental Agreement and give it effect.

Section 5. All resolutions or motions and parts of resolutions or motions of the Town Council in conflict with the provisions of this resolution are hereby repealed, effective as of the effective date of this resolution.

Section 6. If any section, subsection, sentence, clause, phrase, or portion of this resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Pima, Arizona, on this 9th day of January, 2024.

Brian Paull, Mayor

ATTEST:

Cody Marshall, Town Clerk

APPROVED AS TO FORM:

Jon Paladini, Town Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2024-02 was duly passed and adopted by the Mayor and Council of the Town of Pima, Arizona, at the Town Council Meeting held on January 9, 2024, that the vote thereon was ___ ayes, ___ nays, and that the Mayor and ___ Council Members were present thereat.

Cody Marshall, Clerk
Town of Pima, Arizona

**EXHIBIT A
TO
RESOLUTION NO. 2024-02**

Intergovernmental Agreement

[See following pages.]



2023 Intergovernmental (IGA) Instructions

The final version of the 2023 Intergovernmental Agreement between the Arizona Department of Revenue and your city/town is attached and ready for signature. The standardized agreement is applicable to all Arizona municipalities and the Department. Alterations or edits to the Agreement are not permitted.

Please take a few moments to review these instructions.

Actions for Cities/Towns

1. Complete page 2, "Primary Point of Contact for Information Security Concerns," (PPOC) providing, at minimum, one person's contact information for your city/town. This information allows ADOR to quickly identify an appropriate person(s) for conveying important information, which may include non tax-related matters.
2. **Email** the completed PPOC page to the City Services team at citiesunit@azdor.gov.
3. Next, fill in the following information on ALL copies of the 2023 IGA document:
 - Enter your city/town name in the appropriate title field on page 1.
 - Enter the date of Council action and your city/town name in paragraph 1 on page 1.
 - Enter the assigned city/town employee name and email address in Section 21 of page 24. The employee you identify should be the individual who is most commonly responsible for tax administration matters.
 - Enter identifying information for the appointed city/town representatives who are authorized to sign the IGA in Section 33.3 of page 28.
4. Present the completed IGA, including all Appendices, to your city/town council for approval and signature for your next available Council agenda. Digital or handwritten signatures are permissible and must be included on ALL copies of page 28.
5. Once Council has approved the IGA, return, at minimum, two (2) signed, printed copies to ADOR by **mail** to the following address:

Arizona Department of Revenue
 ATTN: KIMBERLY GALLEN/JOSEPHINE POSTON
 OUTREACH DISTRICT: CITY SERVICES TEAM
 1600 W MONROE STREET
 PHOENIX, AZ 85007

Actions for ADOR

1. City Services receives the IGAs and reviews the documents for completeness. The team may contact the city/town IGA point person identified in Section 21 on page 24 to request correction(s).
2. City Services delivers the IGAs to the ADOR Director and Attorney General for review and signature.
3. ADOR retains one (1) fully-executed copy of the 2023 IGA.
4. ADOR returns one (1) fully-executed copy of the 2023 IGA to the sending city/town's IGA point person.



Primary Point of Contact for Information Security Concerns

-REQUIRED-

City/Town

Name

Title

E-mail address

Phone number

-OPTIONAL-

City/Town

Name

Title

E-mail address

Phone number

INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF REVENUE AND THE CITY/TOWN OF PIMA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this 9th day of January, 2024, by and between the Arizona Department of Revenue ("Department") and the City/Town of Pima, an Arizona municipal corporation ("City/Town"). This Agreement shall supersede and replace all previous intergovernmental agreements, including amendments thereto, entered into by the Department and City/Town regarding the administration, collection, audit, and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes, and rental occupancy taxes (collectively referred to as "Taxes") imposed by the State, City/Town, and other Arizona municipalities.

RECITALS

WHEREAS, A.R.S. Title 11, Chapter 7, Article 3 (A.R.S. § 11-952 *et seq.*) authorizes two (2) or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 *et seq.* was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any Arizona municipality and that the Department and each municipality shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit, and licensing of transaction privilege and affiliated excise taxes imposed by the State and Arizona municipalities.

WHEREAS, City/Town has taken appropriate action by ordinance, resolution, or otherwise, pursuant to the laws applicable to the governing body of City/Town, to approve and authorize City/Town to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Department and City/Town enter into this Agreement as follows:

1. Definitions

1.1 **A.R.S.** means the Arizona Revised Statutes.

1.2 **Adoption of an Ordinance** means final approval by majority vote of the City/Town council.

- 1.3 **Ambassador Program** means the Department's provided structure and support of curriculum related to tax administration and compliance education.
- 1.4 **Arizona Management System** means the State's professional, results-driven management system that focuses on customer value and vital mission outcomes for citizens. The system is based on principles of Lean, a proven people-centered approach that has delivered effective results in both public and private sectors. Lean focuses on customer value, continuous improvement and engaged employees to improve productivity, quality, and service.
- 1.5 **Audit** means an examination and verification of accounts and records to determine taxpayer compliance with A.R.S. Title 42 and the Model City Tax Code, or any other assessment issued pursuant to A.R.S. § 42-1108.
- 1.6 **City Services** means the Department's team or successor unit thereof that assists Arizona municipalities with administrative functions and all other activities related to transaction privilege tax licensing, collection, and compliance of any kind. In this Agreement, all references to electronic communications with City Services shall be directed to the team's address at citiesunit@azdor.gov.
- 1.7 **Closing Agreement** means an agreement to settle a tax liability pursuant to A.R.S. § 42-1113.
- 1.8 **Collection** means activities to collect established liabilities for transaction privilege taxes, fees, and related penalties and interest that are due and owing.
- 1.9 **Confidentiality Standards** means the standards set forth in A.R.S. § 42-2001 *et seq.*, Model City Tax Code § 510, Appendix A of this Agreement, and such other written standards mutually agreed to by the Department and City/Town, and which will be incorporated into Appendix A of this Agreement.
- 1.10 **Development Fees** has the same meaning prescribed in A.R.S. § 42-5075(B).
- 1.11 **Desk Review** means any assessment issued pursuant to A.R.S. § 42-1109(B).
- 1.12 **Federal Tax Information ("FTI")** means Federal income tax returns or return information the Department receives from the Internal Revenue Service, including any information created by the Department derived from that information. Documents obtained from a taxpayer or State income tax returns are not considered Federal Tax Information. The scope of this Agreement does not permit the Department to share FTI with any Arizona municipality.
- 1.13 **Independent Contractor** means any individual or entity with which City/Town may enter into an agreement to perform transaction privilege tax administration, collection, audit, licensing, and any other related duties described in this Agreement or A.R.S. § 42-6001 *et seq.*
- 1.14 **Model City Tax Code** means the document defined in A.R.S. § 42-6051.

- 1.15 Municipal Tax or Municipal Taxes** means collectively the transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax imposed by City/Town in accordance with the Model City Tax Code and similar taxes imposed by City/Town pursuant to a City/Town code section outside the Model City Tax Code that are collected via the standard transaction privilege tax return. Unless the context provides otherwise, this definition includes municipal privilege tax, municipal privilege tax license fees, and all related penalties, interest and other similar charges collected by the Department on behalf of an Arizona municipality.
- 1.16 Options Chart** means any chart contained in a section of the Model City Tax Code which identifies the various approved standard Options adopted by an Arizona municipality.
- 1.17 Primary Point of Contact (“PPOC”)** means a designated City/Town representative with the primary responsibility for communicating with the Department and their respective staff on any matters described within this Agreement. The PPOC must be an individual qualified to receive Tax Information under Section 2.1 of this Agreement and be included on the Master Authorization List referenced in Section 2.3 of this Agreement.
- 1.18 Profile** means a dedicated section of the Model City Tax Code that provides specific information for each Arizona municipality, including contact information, applicable tax rates, and amendments and provisions unique to City/Town.
- 1.19 Standard Audit Life Cycle Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities from the assignment of audits through final resolution consistent with this Agreement and the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Audit Life Cycle Process Map shall be referred to SMART for resolution.
- 1.20 Standard Authorization List Update Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities to keep an updated list of current employees and contractors who are authorized to receive Tax Information consistent with this Agreement and with the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Authorization List Update Process Map shall be referred to SMART for resolution.
- 1.21 Standard Inter-Jurisdictional Transfer Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities to document and authorize the transfer of erroneously reported or

allocated tax from one (1) municipality to another based upon a municipality's request or during the audit process consistent with this Agreement and with the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Inter-Jurisdictional Transfer Process Map shall be referred to SMART for resolution.

- 1.22 State** means the State of Arizona.
- 1.23 State & Municipal Audit Resolution Team ("SMART")** means an advisory committee responsible for resolving issues as set forth in Section 15 of this Agreement.
- 1.24 State Tax or State Taxes** means transaction privilege tax and affiliated excise taxes, including use tax, severance tax, and jet fuel excise and use taxes imposed by the State of Arizona or its counties.
- 1.25 Tax Information** means information deemed confidential taxpayer information protected from disclosure pursuant to A.R.S. § 42-2001 *et seq.* or Model City Tax Code § 510 concerning the business financial affairs or operations of a taxpayer as it relates to Municipal Taxes or State Taxes. Tax Information includes all financial information related to transaction privilege taxes obtained from any source related to an individual taxpayer and all such aggregate financial information related to any group of identified or identifiable taxpayers.
- (a) Examples of Tax Information include without limitation:
- (1) Any information provided by the Department to City/Town derived from any source including tax returns, reports, tax license applications, and the New License Report or License Update Report; and
 - (2) Any information received by, recorded by, prepared by, furnished to, or collected by the Department or City/Town with respect to a transaction privilege tax return or the termination or possible existence of liability of any person for any transaction privilege tax and related penalty or interest, such as the taxpayer's identity; the nature, source, or amount of the taxpayer's income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, taxes withheld, deficiencies, over-assessments, or tax payments; or whether the taxpayer's account was, is being, or will be examined or subject to audit, desk review, investigation, collection, or processing.
- (b) Taxpayer identifying information obtained by City/Town from any source not identified in Section 1.25(a) of this Agreement is not Tax Information for purposes of this Agreement.

- 1.26 Voluntary Disclosure Agreement** means a document used in a voluntary disclosure program designed for eligible taxpayers with exposure for tax liability and/or civil penalties arising from a failure to report and/or pay all Taxes due which allows the taxpayer to come into voluntary compliance.

2. Authorized Access Lists

- 2.1 Statutory Authority:** The disclosure of information relating to State Taxes and Municipal Taxes is governed by A.R.S. § 42-2001 *et seq.*, and, for reporting periods prior to January 1, 2015, by Model City Tax Code § 510.
- 2.2 Qualified Recipients of Information:** The Department and City/Town shall only disclose Tax Information related to State Tax and Municipal Tax pursuant to this Agreement to individuals authorized by law as described in Section 2.1 of this Agreement, including those authorized persons listed on the Authorized Access Lists provided by the Department and Arizona municipalities. Questions related to a listed Department recipient may be directed to City Services at citiesunit@azdor.gov. Questions related to a listed Arizona municipal recipient may be directed to the PPOC of the pertinent Arizona municipality.
- 2.3 Department's Authorized Access List:** Pursuant to Section 2.4(c) of this Agreement, the Department shall maintain, update, and provide a current statewide Master Authorization List of names, job titles, and contact information of the Department staff and Arizona municipal representatives who are authorized by law as described in Section 2.1 of this Agreement to receive State Tax and Municipal Tax information from the Department or Arizona municipalities, as defined in the Standard Authorization List Update Process Map. Updates shall be provided on not less than a monthly basis. The Department shall promptly notify Arizona municipalities of any individual whose authorization to receive State Tax and Municipal Tax information has been revoked for any reason.
- 2.4 City/Town's Authorized Access List:** City/Town shall maintain, update, and provide a current Authorized Access List of names, job titles, and contact information for all persons acting on behalf of City/Town authorized by law as described in Section 2.1 of this Agreement to receive State Tax and Municipal Tax information as defined in the Standard Authorization List Update Process Map.
- (a) City/Town shall indicate one PPOC on the Authorized Access List to resolve any administrative issues with the Authorized Access List. At its discretion, City/Town may also indicate an additional individual as a back-up or alternate PPOC.
 - (b) City/Town shall ensure all personnel on the Authorized Access List meet the requirements indicated in the Confidentiality Standards (Appendix A) including completing all required confidentiality training certification and recertification as required from time to time, within the time required by the Department.

- (c) Upon execution of this Agreement and on the first day of each calendar quarter thereafter, City/Town shall email to City Services at citiesunit@azdor.gov a current Authorized Access List of its staff and representatives authorized to receive State Tax and Municipal Tax information from the Department and Arizona municipalities, including additions and deletions, changes in job titles, and contact information. City/Town's PPOC shall promptly notify the Department of any person whose authorization to receive State Tax and Municipal Tax information is revoked for any reason.
- (d) The Department shall review City/Town's Authorized Access List. If the Department finds that any person on the list has not completed the required confidentiality training in a timely manner or does not meet the Confidentiality Standards in Appendix A of this Agreement, the Department shall notify the City/Town PPOC to resolve the issue. The Department shall not include that person on the Master Authorization List until the issues have been resolved to the satisfaction of the Department.

2.5 Independent Contractors:

- (a) City/Town may at times choose to enter into a contract with an Independent Contractor to perform the transaction privilege tax administration, collection, audit, desk review, licensing, and other duties described in this Agreement or A.R.S. § 42-6001 *et seq.*
- (b) In accordance with A.R.S. §§ 42-1004 and 42-6002, no contract with an Independent Contractor may be entered into on a contingency fee basis for the performance of any transaction privilege tax related functions, including but not limited to license inspections, audits, desk reviews, or collections.
- (c) Within ten (10) business days of ratification of this Agreement, or subsequent execution of such a contract between City/Town and an Independent Contractor, City/Town shall provide a copy of each such contract to the City Services electronically at citiesunit@azdor.gov.
- (d) City/Town shall notify the Department of the expiration, termination, or amendment of any agreement with such Independent Contractors within ten (10) business days of such event.
- (e) In this Agreement it is presumed that any reference to a municipal employee such as a license inspector, auditor, desk reviewer, collector, supervisor, etc., also refers to an Independent Contractor performing that function on behalf of the Department or City/Town.
- (f) An Independent Contractor is subject to all training requirements, authorization limitations, and other privileges and restrictions incorporated into this Agreement or provided in statute in the same form and manner as

such conditions apply to an employee performing the same function on behalf of the Department or City/Town.

- (g) When an Independent Contractor issues any correspondence to a taxpayer on behalf of the Department or City/Town, the Independent Contractor shall expressly identify all of the following on such correspondence: the Independent Contractor's name; the name of the Independent Contractor's firm, if applicable; the Independent Contractor's status as a license inspector, auditor, desk reviewer, or collector acting on behalf of the Department or City/Town; the Independent Contractor's mailing address, telephone number, and e-mail address; and the telephone number and e-mail address of a specific person who is an employee of the Department or City/Town capable of responding to the issues raised in the correspondence for the Department or City/Town.
- (h) The Department and/or City/Town may pursue any remedy authorized by this Agreement or by statute for a violation of this Section by an Independent Contractor.

2.6 Sharing of Authorized Access Lists: The Department shall share the Department's Authorized Access List and the Authorized Access Lists for all Arizona municipalities provided to the Department on the Core SFTP site. The Department shall update the lists on a monthly basis with information provided by each Arizona municipality, or as needed to immediately remove any person whose authorized access has been revoked by the Department or an Arizona municipality.

3. Disclosure of Information by City/Town to the Department or Another Arizona Municipality

3.1 Disclosure and Use of Municipal Tax Information: Any Tax Information released by City/Town to the Department or another Arizona municipality may only be used by persons authorized to receive such Tax Information for tax administration and collection purposes and may not be disclosed to the public in any manner that does not comply with A.R.S. § 42-2003, and/or Model City Tax Code § 510 for reporting periods prior to January 1, 2015. All Tax Information shall be stored and destroyed in accordance with the Confidentiality Standards (Appendix A).

3.2 Municipal Ordinances: City/Town shall provide the Department with a copy of its Municipal Tax Code or any City/Town ordinances imposing the taxes to be collected hereunder within ten (10) calendar days of a request for such information from the Department. This information shall be sent to City Services electronically at citiesunit@azdor.gov.

- (a) Tax Code Changes: City/Town shall provide notice to the Department of any tax code change with a copy of any ordinance adopted by City/Town that imposes or modifies the Municipal Taxes or municipal privilege tax

license fees to be collected hereunder within ten (10) calendar days of adoption of the ordinance. This information shall be sent to City Services electronically at citiesunit@azdor.gov.

- (1) City/Town agrees that any ordinance that changes a tax rate, Option selection, or includes the addition or removal of a unique Model City Tax Code exception shall take effect on the first day of the month that is at least sixty (60) calendar days after the City/Town council adopts the change. City/Town and the Department recognize there may be occasions when the City/Town council establishes an effective date less than sixty (60) calendar days after adoption. If City/Town chooses to propose an ordinance with an effective date that is less than sixty (60) calendar days after adoption, City/Town shall notify the Department as soon as possible after that choice is made.
 - (2) The Department shall incorporate all ordinance changes into the official copy of the Model City Tax Code within ten (10) calendar days of receipt of notice from City/Town. The copy provided to the Department may be an electronic copy but shall reflect the identical language contained in the version adopted by the City/Town and shall contain the required signatures indicating council approval.
 - (3) The Department shall notify City/Town when the tax code change has been incorporated and City/Town is responsible for confirming the change has been correctly entered in the official copy of the Model City Tax Code.
 - (4) Pursuant to A.R.S. § 42-6052, if City/Town fails to notify the Department of a tax code change within ten (10) calendar days after City/Town council approval, the ordinance shall be considered null and void. All tax code changes described in this Section shall have no effect until reflected in the official copy of the Model City Tax Code.
- (b) Annexation Ordinances: Within fifteen (15) calendar days following the adoption of an annexation ordinance, one (1) copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at GIS@azdor.gov and City Services at citiesunit@azdor.gov. City/Town may provide the Department with a list of businesses subject to Municipal Taxes known to be located in the annexed area.
- (c) Review of the Model City Tax Code: City/Town shall be responsible for reviewing the information contained on its Profile, the Options Charts, tax rates for City/Town, and other information specific to City/Town contained in the official copy of the Model City Tax Code and ensuring it is correct.

City/Town affirms that it has an ongoing obligation to notify City Services of any changes needed to such information at citiesunit@azdor.gov.

- 3.3 **Development Fees:** Upon request by the Department to City/Town's PPOC, City/Town shall provide to the Department any information regarding Development Fees imposed by City/Town under A.R.S. § 9-463.05 to assist the Department with the auditing of taxpayers and the ordinary billing and collection of taxes.
 - 3.4 **Prior Audits:** Upon request by the Department, City/Town shall allow inspections and copies of any City/Town tax audits conducted prior to January 1, 2015.
 - 3.5 **Other Information:** City/Town shall provide other relevant information necessary for tax administration and collection purposes as requested by the Department.
4. **Disclosure of Information by Department to City/Town**
- 4.1 **Statutory Authority:** The Department may disclose information relating to State Taxes and Municipal Taxes to City/Town pursuant to A.R.S. § 42-2003 if the information relates to a taxpayer who is or may be taxable by a county, city, or town or who may be subject to audit by the Department pursuant to A.R.S. § 42-6002.
 - 4.2 **Restrictions on Use and Disclosure to Unauthorized Parties:** Any Tax Information disclosed by the Department to City/Town is subject to all restrictions provided for in A.R.S. § 42-2003. Tax Information shall only be used by persons authorized to receive such Tax Information for internal tax administration purposes, including audit, desk review, collection, and licensing activity, and may not be disclosed to the public or any unauthorized party in any manner that does not comply with the Confidentiality Standards (Appendix A).
 - 4.3 **Liability for Improper Disclosure:** The disclosure of confidential information concerning Arizona taxes is governed by A.R.S. § 42-2001 *et seq.*, which strictly controls the accessibility and use of this information. Individuals who receive confidential information relating to State Taxes and Municipal Taxes from the Department are subject to the penalties provided in A.R.S. § 42-2004 and other applicable statutes if they misuse or improperly disclose this information to unauthorized individuals.
 - 4.4 **Reporting Potential Disclosure Violations/Incidents:** The Department shall not withhold Tax Information from City/Town provided that City/Town complies with A.R.S. § 42-2001 *et seq.*, and the Confidentiality Standards (Appendix A).
 - (a) If City/Town or the Department has information to suggest City/Town or any of its duly authorized representatives has violated A.R.S. § 42-2001 *et seq.* or the Confidentiality Standards (Appendix A), City/Town or the Department shall immediately notify City Services at citiesunit@azdor.gov, the Department's Disclosure Officer at DisclosureOfficer@azdor.gov, and the Department's Information Security Team at InfoSec@azdor.gov.

- (b) City/Town and the Department shall fully cooperate with the Department's Disclosure Officer and Information Security Team in investigating the alleged violation and shall promptly address any identified issues.
- (c) The Department's Disclosure Officer and Information Security Team:
 - (1) Shall send written notice to City/Town's PPOC detailing the alleged breach as understood by the Department and request a response to the allegation within twenty (20) calendar days of the date of the letter, and
 - (2) May inspect City/Town's records, facilities, and equipment to determine whether there has been a violation, and
 - (3) Shall review the written response from City/Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation prior to issuing any determination, and
 - (4) Shall issue a written determination delivered by certified mail to City/Town regarding the alleged violation within sixty (60) calendar days of the date of City/Town's response letter. If the Department determines that a violation has occurred, the Department shall indicate whether a suspension of information is warranted and the length of the suspension. During the period of suspension, City/Town shall not access information maintained or created by the Department related to City/Town.
- (d) If the Department makes a written determination to suspend sharing of information, City/Town may, within ten (10) calendar days of receiving the written determination, submit a written request to SMART requesting the group review the determination as provided in Section 15 of this Agreement.
- (e) If there is a suspension of Tax Information sharing with City/Town, the Department shall maintain all information collected or created during the suspension period related to City/Town that would otherwise have been shared with City/Town and shall assist City/Town with accessing the accumulated information for City/Town immediately upon termination of the suspension.
- (f) Under no circumstances shall the suspension of any right to receive Tax Information adversely impact the Department's delivery or transfer of any City/Town revenues in any manner.

4.5 Information to be Provided: The Department shall provide information pursuant to A.R.S. § 42-6001(B). The Department shall provide such information as outlined

in Appendix B and elsewhere in this Agreement, which shall only be modified in accordance with Section 4.7 of this Agreement.

- (a) The Department shall not provide Federal Tax Information to City/Town.
- (b) In addition to the information detailed in Appendix B of this Agreement, the Department shall disclose, upon request, the following information to City/Town:
 - (1) Department tax audits, including all information related to all Arizona municipalities included in the tax audit; and
 - (2) Other relevant information necessary for City/Town's tax administration and collection purposes, including all information necessary to verify that City/Town received all revenues collected by the Department on behalf of City/Town.

4.6 Storage and Destruction of Tax Information: All Tax Information provided by the Department to City/Town shall be managed, stored, protected, and destroyed in accordance with the Confidentiality Requirements (Appendix A).

4.7 Specificity of Data: Pursuant to A.R.S. § 42-6001, the Department and City/Town agree that the data fields identified in Appendix B of this Agreement and the JT-1, TPT-2, and TPT-EZ forms in Appendix C of this Agreement (also provided online at www.azdor.gov) meet the specificity requirements of City/Town. The data fields identified in Appendix B and the forms in Appendix C may be revised or replaced only by mutual agreement of the Department and Arizona municipalities, with any unresolved issues being referred to SMART for final determination.

4.8. Notwithstanding any provision to the contrary, nothing in this Section shall prevent the Department from complying with state information security requirements in the situation of a data breach or similar event.

5. Audit

The Department shall administer audit functions with City/Town in accordance with the Standard Audit Life Cycle Process Map and with the following provisions.

5.1 Training: All auditors, desk reviewers, and supervisors shall be trained in accordance with the policies of the Department. Auditors and desk reviewers who have not completed the training may only work in conjunction with a trained auditor or supervisor and cannot be the only auditor or desk reviewer assigned to the audit or desk review. The Department shall do all the following:

- (a) Provide semi-annual audit and desk review training in accordance with A.R.S. § 42-6002(C) and be responsible for the costs of the training, limited to any cost for procuring the site and training materials;

- (b) Notify City/Town of any training sessions at least thirty (30) calendar days before the date of the training session;
- (c) Permit City/Town auditors, desk reviewers, and supervisors to attend any scheduled training as space permits at any designated training location;
- (d) Provide additional training, as needed, to inform auditors, desk reviewers, and supervisors regarding changes in State law, the Model City Tax Code, audit and desk review procedures, or Department policy.

5.2 Conflicts of Interest:

- (a) An auditor, desk reviewer, supervisor, or Independent Contractor trained and authorized to conduct an audit or desk review, in addition to the restrictions provided under A.R.S. Title 38, Chapter 3, Article 8, § 38-501 *et seq.*, shall not conduct any of the following prohibited acts:
 - (1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by or in an Independent Contractor relationship with the Department or City/Town.
 - (2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
 - (3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the Independent Contractor relationship with the Department or City/Town.
 - (4) Use information he/she acquires in the course of the official duties as an auditor, desk reviewer, supervisor, or Independent Contractor in a manner inconsistent with his/her official duties without prior written approval from the Department.
 - (5) For a period of one (1) calendar year after he/she ends employment by or an Independent Contractor relationship with the Department or City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes a formal screen or ethical wall to prevent any sharing of information between the person and the remainder of the firm. Documentation of such formal screen or ethical wall shall be provided by the firm to the Department or City/Town upon request.
 - (6) Receive compensation from a source other than City/Town or pursuant to an agreement with City/Town for the performance of any work or transaction performed expressly on behalf of City/Town.

- (7) Make any representation of being an employee or contractor of City/Town or the Department in marketing and promotional materials soliciting work or transactions to be performed on behalf of a taxpayer or potential taxpayer.
- (b) In addition to any other remedies available to the Department and City/Town by statute and under the terms of this Agreement, the Department may revoke an individual's authority to audit or perform desk reviews on behalf of the Department or City/Town and prohibit the use of any auditor, desk reviewer, supervisor, or Independent Contractor who violates this provision.

5.3 Audits and Desk Reviews:

- (a) City/Town may request the Department conduct an audit or desk review of any taxpayer engaged in business in City/Town, including a taxpayer whose business activity is subject to tax by City/Town but is not subject to tax by the State. The Department and Arizona municipalities shall collaboratively establish and maintain minimum justification standards and procedures City/Town shall adhere to when submitting an audit or desk review request.
- (b) City/Town may conduct an audit or desk review of a taxpayer engaged in business only in City/Town. Before commencing such audit, City/Town shall submit a Field Audit Request Form. Before commencing such desk review, City/Town shall submit the request using the Desk Review Approval Excel Sheet. The Department shall provide City/Town with a determination of approval or denial of the request within ten (10) calendar days of the notice from City/Town.
- (c) Except as permitted below, the Department shall conduct all audits and desk reviews of taxpayers having locations in two (2) or more Arizona municipalities. A City/Town auditor may participate in any audit or desk review City/Town requested the Department to perform.
- (d) City/Town shall notify the Department if it wants to conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose business activity is subject to tax by City/Town but is not subject to tax by the State. The Department shall authorize such audits or desk reviews, to be overseen by the Department, unless there is already an audit or desk review of the taxpayer in process, scheduled, or planned, or the Department determines the audit or desk review selection is discriminatory, an abuse of process, or poses other similar defects. The Department shall notify City/Town of its determination within ten (10) calendar days. No initial audit or desk review contact may occur between City/Town and a taxpayer until the Department approves the audit or desk review notice.

- (e) In the case of taxpayers doing business in more than one (1) Arizona municipality:
 - (1) City/Town may request the Department conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose primary business is subject to both Municipal Taxes and State Taxes.
 - (2) City/Town may request authorization from the Department for City/Town to conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose primary business is subject to both Municipal Taxes and State Taxes.
 - (3) Requests pursuant to (e)(1) or (e)(2) shall be made using the Department's Field Audit Request Form or the Desk Review Approval Excel Sheet, as appropriate. The Department shall notify City/Town of its decision regarding the request within ten (10) calendar days of receipt of the request.
- (f) The Department may deny, in writing, City/Town's request for the Department to conduct an audit or desk review within ten (10) calendar days of receiving the request for any of the following reasons:
 - (1) An audit or desk review is already in process or is scheduled or planned for the taxpayer within six (6) months of the request;
 - (2) The requested audit or desk review would interfere with strategic tax administration planning;
 - (3) The audit or desk review selection is discriminatory, an abuse of process, or poses other similar defects;
 - (4) The request lacks sufficient information for the Department to determine whether it is appropriate;
 - (5) The Taxpayer was audited within the previous two (2) years;
 - (6) The Department lacks sufficient resources to conduct the audit or desk review;
 - (7) The scope or subject of the audit or desk review does not justify the use of Department resources.
- (g) If the Department denies a request to conduct an audit or desk review for the reasons provided in (f)(6) or (f)(7), and the audit or desk review is not for a taxpayer that only has a business location in City/Town, then City/Town may request to conduct the audit or desk review itself under the

supervision of the Department. No initial audit or desk review contact may occur between City/Town and a taxpayer until City/Town receives written Department approval.

- (h) Any decision by the Department denying City/Town's request to conduct any audit or desk review may be referred to SMART in accordance with Section 15 of this Agreement.
- (i) All audits or desk reviews conducted by City/Town shall be in accordance with standard audit procedures defined in the Department audit manual and the Standard Audit Life Cycle Process Map. All auditors and desk reviewers shall be trained in accordance with Section 5.1 of this Agreement.
- (j) The Department may appoint a Department manager to supervise any audit or desk review conducted by City/Town.
- (k) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information provided by the taxpayer.
- (l) The Department shall issue all audit or desk review assessments on behalf of all affected taxing jurisdictions in a single notice to the taxpayer.
- (m) The Department shall issue amendments to audit or desk review assessments on behalf of all affected taxing jurisdictions in a single notice to the taxpayer.

5.4 Claims for Refund:

- (a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.
- (b) The Department shall notify City/Town of all refund requests that are reviewed and approved involving City/Town's Municipal Taxes within thirty (30) calendar days of processing the refund. City/Town may request an audit of the taxpayer as set forth in Section 5.3 of this Agreement.
- (c) The Department may assign a Department auditor to review requests for refunds. The Department shall notify City/Town of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City/Town within thirty (30) calendar days of initiating the review and may request that City/Town assist with such reviews, with acceptance of such request at the discretion of City/Town. The Department may assign a refund request to a City/Town for review, with acceptance of such assignment at

the discretion of City/Town. The Department may only assign refund requests to City/Town if taxes paid to City/Town are included in the refund request.

- (d) City/Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to City/Town. The Department may offset a remittance to City/Town under this Agreement to cover the amounts of allowed Municipal Tax refunds paid by the Department.
- (e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. City/Town may request copies of such determinations.

5.5 Protests: Taxpayer protests of audit assessments, desk review assessments, and refund denials shall be directed to the Department. Protests of audit assessments, desk review assessments, and refund denials shall be administered pursuant to A.R.S. Title 42, Chapter 1, Article 6. The Department shall notify City/Town of any protests within thirty (30) calendar days of receipt of the protest.

5.6 Status Reports: The Department shall keep all Arizona municipalities apprised of the status of each protested matter involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting City Services at citiesunit@azdor.gov.

6. Voluntary Disclosure Agreements

The Department may enter into a Voluntary Disclosure Agreement with a taxpayer. A Voluntary Disclosure Agreement may limit the years subject to audit and waive penalties. If the taxpayer discloses to the Department that it owes Municipal Taxes to City/Town, the Department shall notify City/Town of the Department's intent to enter into a Voluntary Disclosure Agreement and the Department shall provide the taxpayer's identity within thirty (30) calendar days of the identity being disclosed to Department. City/Town may subsequently request an audit of a taxpayer subject to a Voluntary Disclosure Agreement pursuant to Section 5.3 of this Agreement.

7. License Compliance

7.1 License Issuance and Renewal: The Department shall issue new municipal privilege tax licenses and shall annually renew such licenses for City/Town Municipal Tax. The Department shall provide City/Town with information about all persons obtaining and renewing municipal privilege tax licenses as set forth in Appendix B of this Agreement.

7.2 License Checks: The Department and City/Town shall coordinate efforts to conduct mutual tax license compliance checks through canvassing and other compliance methods.

- 7.3 Confidentiality:** Any tax license information City/Town obtains from the Department is confidential and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information City/Town obtains through its own efforts may be disclosed as allowed by City/Town ordinance or policy.
- 7.4 Changes to License Fees:** Within ten (10) business days following the adoption of an ordinance (or official acknowledgment of an ordinance approved by voters in an election) creating or modifying a municipal privilege tax license fee, one (1) copy of the ordinance and notification of the effective date of such ordinance shall be sent to City Services at citiesunit@azdor.gov. The Department shall not be obligated to begin collection of the new or modified tax license fee any sooner than sixty (60) calendar days after the date the Department received the ordinance from City/Town.

8. Closing Agreements

The Department shall notify City/Town before entering into a Closing Agreement and shall seek a range of settlement authority from City/Town related to the tax levied and imposed by City/Town in accordance with the Standard Audit Life Cycle Process.

9. Responsibility for Representation in Litigation

- 9.1 Administrative Proceedings:** Pursuant to A.R.S. § 42-6002, the Department shall coordinate the litigation and defense of assessments and refund denials in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of the jurisdiction that conducted the audit, desk review, or refund review in accordance with the Standard Audit Life Cycle Process Map. The Department shall diligently defend the interests of City/Town and City/Town shall assist the Department in such representation as requested by either party.
- 9.2 Further Appeals:** The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court, and all higher courts. City/Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office in accordance with the Standard Audit Life Cycle Process Map.
- 9.3 Mutual Cooperation:** The Department and City/Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, desk reviewers, supervisors, and other necessary employees are available to assist the Department and the Attorney General through informal interviews, providing documents and records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation, as needed.
- 9.4 Administrative Decisions:** The Department shall provide a copy of all administrative hearing level decisions regarding State Taxes and Municipal Taxes, including Director's decisions issued by the Department, to City/Town within ten (10) business days after issuance of the decision if City/Town requests to be

included on a distribution list created by the Department for the purposes of disseminating such decisions. City/Town may request to be on the distribution list by contacting City Services at citiesunit@azdor.gov. Administrative decisions contain Tax Information and must be stored and destroyed in accordance with the Confidentiality Standards (Appendix A).

10. Collection of Municipal Taxes

10.1 Tax Returns: Taxpayers who are subject to City/Town Municipal Taxes are required to pay such taxes to the Department utilizing a form prescribed by the Department.

10.2 Delinquent Tax Collections: Pursuant to A.R.S. § 42-6001, the Department shall collect any delinquent Municipal Tax imposed by City/Town recorded on the Department's tax accounting system. In the event this Agreement is terminated, the Department shall continue to collect delinquent Municipal Taxes recorded on the Department's accounting system on behalf of City/Town and distribute any such amounts collected to City/Town.

10.3 City/Town Assistance in Delinquent Tax Collections: To expand the Department's State Tax and Municipal Tax collection efforts by leveraging City/Town resources, City/Town may choose to provide collection efforts by deploying City/Town collectors to work in conjunction with the Department on the following terms:

- (a) **Training:** All City/Town collectors authorized to collect obligations in cooperation with the Department shall be trained in accordance with the policies of the Department. Training shall be provided in the same manner as set forth in Section 5.1 of this Agreement.
- (b) **Conflict of Interest:** A collector trained and authorized under this provision to perform collections activity shall not conduct any of the following prohibited acts:
 - (1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by City/Town.
 - (2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
 - (3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one (1) calendar year after he/she ends employment with City/Town.
 - (4) Use information he/she acquires in the course of the official duties as a collector in a manner inconsistent with his/her official duties without prior written approval from the Department.

- (5) For a period of one (1) calendar year after he/she ends employment with City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained collector and the remainder of the firm.
 - (c) **Revocation:** The Department may revoke the authorization of City/Town or of any individual City/Town employee to collect obligations under this Section. A revocation determination may be subject to review by SMART upon request by the individual or City/Town.
- 10.4 **State of Arizona Liquor License Affidavit:** City/Town may request that the Department issue a liquor license affidavit. The Department shall respond to the request via secured e-mail to indicate the status of completion of the request with a note stating complete, in-process, or unable to complete.
- 10.5 **Uncollectible/Discretionary Write-offs:** The Department shall share the annual list of uncollectible/discretionary write-offs of City/Town's Municipal Taxes prior to the write-off event at the end of the fiscal year. City/Town shall have forty-five (45) calendar days to submit feedback.
- 10.6 **Remittance:** All amounts collected by the Department for City/Town's Municipal Taxes under this Agreement shall be remitted to City/Town weekly on the basis of actual collections. To the extent possible, the Department shall initiate the electronic payment by Noon on the Monday after the end of the week in which the collections were received by the Department. If the Monday falls on a holiday, payment will be initiated by Noon on the Tuesday after the end of the week in which the collections were received by the Department. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by City/Town.
- 10.7 **Abatement:** Pursuant to A.R.S. § 42-1004, the Department, with the approval of the Attorney General, may abate tax under certain circumstances including Municipal Taxes. During the ordinary course of business, the Department may determine that certain taxpayer accounts shall be closed or cancelled. The Department shall seek input from City/Town or SMART before abating Municipal Taxes or closing accounts with Municipal Taxes due. The Department may request a telephonic meeting of SMART if time or circumstances require immediate action.
- 10.8 **Funds Owed to City/Town:** At all times and under all circumstances, payments remitted by a taxpayer to the Department for City/Town Municipal Taxes shall be considered property of City/Town. The Department may not retain or fail to remit such funds to City/Town for any reason not specifically set forth in this Agreement including, but not limited to, during the course of a dispute between City/Town and the Department.

10.9 Adjustments to Reported Taxes: If the Department determines that a payment remitted by a taxpayer incorrectly identifies the city or town to which the payment should be made, the Department may temporarily hold the payment until the distribution of the payment is corrected to ensure the appropriate city or town receives the payment. If a payment by the Department has been made to an incorrect City/Town, the Department and affected Arizona municipalities shall follow the Standard Inter-Jurisdictional Transfer Process Map.

10.10 Collection Reports: The Department shall keep all Arizona municipalities apprised of the status of every open case in a collection status involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting Cities Collections at citiescollection@azdor.gov.

11. Taxpayer Rulings and Uniformity

The Department shall be responsible for issuing the official responses to taxpayer ruling requests and requests for interpretation of the Model City Tax Code. City/Town acknowledges that pursuant to A.R.S. § 42-6005(B), when the state statutes and Model City Tax Code are the same and where the Department has issued written guidance, the Department's interpretation is binding on Arizona municipalities and interpretation of Model City Tax Code. The Department acknowledges that in all other situations, interpretation of the Model City Tax Code is the sole purview of Municipal Tax Code Commission or its designee. This Section is not intended to affect procedures for appeals and litigation as outlined in Section 5.5 and Section 9 of this Agreement.

12. Financing Collection of Taxes

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department. This provision does not relieve City/Town of any financial obligation imposed by statute.

13. Inter-Jurisdictional Transfers ("IJTs")

The Department shall administer Inter-Jurisdictional Transfers of Municipal Tax monies in accordance with the Standard Inter-Jurisdictional Transfer Process Map. The affected Arizona municipalities shall agree on any amounts to be transferred before notifying the Department of such amounts to be transferred under this Section.

14. Education and Outreach Efforts

To further its focus on serving taxpayers and its commitment to funding Arizona's future through enhanced customer service, continuous improvement, and innovation, the Department is expanding its outreach and education program to connect with all citizens of Arizona by strategically working with taxpayer and industry groups, tax practitioners, and Arizona's municipalities to ensure consistent tax education is widely available.

Any City/Town may further this mission, at its own expense, in providing education and outreach to taxpayers. Education and outreach programs and content shall be consistent with applicable law and the Department's written guidance.

Increased education and outreach efforts undertaken by the Department and Arizona municipalities will ensure collaborative partnerships beneficial to both parties, emphasize an ongoing two-way exchange of information, enhance communication on issues of common interest, and promote cooperation in areas of overlapping special projects. Therefore, upon request, City/Town shall provide information to the Department concerning such education and outreach efforts.

The Department shall implement an Ambassador Program, whereby the Department provides curriculum, structure, and support for education related to tax administration and compliance. City/Town shall be provided a standard work process when participating in Department-led educational events.

15. State & Municipal Audit Resolution Team ("SMART")

15.1 Members: The SMART committee shall consist of four (4) primary (voting) members representing municipal taxing jurisdictions and four (4) primary (voting) members representing the Department. There shall also be two (2) alternate members representing each party, who are non-voting representatives unless required to vote due to the absence, recusal, or disqualification of a primary (voting) member. All primary and alternate members are required to attend all meetings unless excused.

15.2 Selection: The Director of the Department shall appoint Department employees to serve as primary and alternate members representing the Department. Arizona municipalities shall collectively appoint municipal employees to serve as primary and alternate members representing the Arizona municipalities. The members representing either party may be changed at any time following the standard work process agreed upon by both parties.

15.3 Meetings: SMART shall meet monthly unless there is no business to be conducted. Additional meetings can be scheduled as necessary to timely discuss issues presented.

15.4 Issues: The Department or City/Town may refer issues to SMART for resolution including but not limited to:

- (a) Decisions by the Department to not audit a taxpayer;
- (b) Amendments to Department audit procedures or manuals;
- (c) Closing Agreements or a range of settlement authority;
- (d) Abatement or account closure in collections;

- (e) Suspension of disclosure of Tax Information to City/Town;
- (f) Disagreements regarding proposed changes to the process maps defined in Sections 1.19, 1.20, and 1.21 of this Agreement;
- (g) Revocation of collection authority; and
- (h) Other issues as authorized by the Director of the Department or agreed upon by the parties, subject to the limitations described in Section 29 of this Agreement.

15.5 Recommendations: SMART shall make recommendations to the Director of the Department or Director's designee. If the recommendation is approved by at least five (5) members of SMART, the Director shall accept the recommendation of SMART. If SMART cannot reach a recommendation agreeable to at least five (5) members of the group, the Director or Director's designee may act as they deem to be in the best interests of all parties. Notwithstanding the above, upon request by City/Town, the Director shall submit their decision to the Attorney General's Office for review.

15.6 Voting: Any voting member of the committee may request the vote be held by secret ballot.

15.7 Procedures: SMART shall develop procedures concerning the operation of the committee consistent with this Agreement.

16. Funding of Additional Auditors by City/Town

16.1 Funding: At the sole discretion of City/Town, City/Town may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to City/Town. Such additional auditors funded by City/Town shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of City/Town. It is the Parties' intention that any City/Town funding provided pursuant to this Section shall be used to increase the resources and capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.

16.2 Use of Funds: City/Town funding for additional auditors under this Section shall be used to fund the auditors' salaries and related expenses and shall not be used to pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.

16.3 Pool of Funds: The Department may pool any City/Town funding with any other similar funding provided by other Arizona municipalities to pay for additional auditors dedicated to serving those jurisdictions. The Department shall separately account for such funds in its annual budget.

- 16.4 Accounting:** The Department shall provide an annual accounting to City/Town, by August 31 each year describing how City/Town funding was used during the prior fiscal year.

17. Satellite Offices for Department Auditors

- 17.1 Funding:** City/Town, at its own expense and at its sole discretion, may provide one (1) or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this Section shall require the Department to make use of such facilities provided by City/Town.
- 17.2 Requirements:** Any Department employee using a City/Town satellite office must meet reasonable requirements of City/Town related to the use of the facility. City/Town shall be responsible for notifying the Department of any concerns and the Department shall be responsible for taking appropriate actions to resolve those concerns.
- 17.3 Termination:** Once a satellite office is established, City/Town shall provide at least one hundred eighty (180) calendar days' written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to City/Town and shall promptly remove all Department property.
- 17.4 License:** All requirements of City/Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.
- 17.5 Workers' Compensation for Satellite Offices and Certain Site Visits:** If employees of City/Town or Department are working at the facility of the other public agency pursuant to this Agreement, it is agreed that:
- (a) Each employee will be deemed an employee of both public agencies for the purposes of A.R.S. § 23-1022(D) and Arizona workers' compensation laws.
 - (b) Each employee's primary employer (*i.e.*, the State of Arizona for a Department employee, and City/Town for a City/Town employee or Independent Contractor) shall be solely liable for the payment of workers' compensation benefits.
 - (c) Each public agency for which employees of City/Town or Department are working at the facility of the other public agency under this Agreement shall post a notice complying with A.R.S. § 23-1022(E).
 - (d) In all circumstances other than as provided in the foregoing, nothing in this Agreement shall be construed to result in any person being the officer,

agent, employee, or servant of either party when such person, absent this Agreement and the performance thereof, would not in law have such status.

18. Non-availability of Funds

Every payment obligation of the Department and City/Town pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to City/Town paid by a taxpayer for Municipal Taxes or municipal privilege tax license fees of City/Town. If funds are not appropriated, allocated, and available, or if the appropriation is changed resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the State or City/Town, as applicable, in the event this provision is exercised and the State or City/Town, as applicable, shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of City/Town pursuant to this Agreement.

19. Waiver

Nothing in this Agreement should be interpreted as City/Town relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that City/Town is conceding the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

20. Cancellation

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or City/Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Department or City/Town is, at any time while this Agreement or any extension is in effect, an employee, agent, or consultant of the other party with respect to the subject matter of this Agreement. The obligation of the Department to remit City/Town taxes shall survive cancellation.

21. Notice

- (a) When any Notice to City/Town is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to:

- (b) When any Notice to the Department is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to City Services at citiesunit@azdor.gov.

22. Non-discrimination

ADOR and City/Town shall comply with Executive Order 2023-01, which prohibits discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, by persons performing state contracts or subcontracts. ADOR and City/Town also agree to comply with Executive Orders 2003-22 and 2009-09 as amended by Executive Order 2023-01, all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act of 1990. ADOR and the City/Town shall also comply with Executive Order 2023-09 prohibiting race-based hair discrimination.

23. Compliance with Immigration Laws and A.R.S. § 41-4401

23.1 The Department and City/Town shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214 which reads in part: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”

23.2 A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.

23.3 The Department and City/Town retain the legal right to confirm the authorized presence and work authorization of any employee who works under this Agreement to ensure the Department and City/Town are complying with the applicable Federal immigration laws and regulations, and State statutes as set forth above.

24. Audit of Records

City/Town and the Department shall retain all data, books, and other records (“Records”) relating to this Agreement for at least six (6) years

- (a) after termination of this Agreement, and
- (b) following each annual renewal thereof.

All Records shall be subject to inspection by the Department at reasonable times. Upon request, the Department and City/Town shall produce any or all such records. This Agreement is subject to A.R.S. § 35-214 and A.R.S. § 35-215.

25. Amendments

Any amendments to the enumerated provisions or Appendices A, B, and C of this Agreement must be executed in writing in accordance with the provisions of this

Agreement. The Standard Process Maps described within certain enumerated provisions are not themselves part of this Agreement.

26. Mutual Cooperation

In the event of a disagreement between the parties regarding the terms, provisions, and requirements of this Agreement, or in the event of the occurrence of any circumstances bearing upon or affecting this Agreement, parties hereby agree to mutually cooperate to resolve the said disagreement or deal with the said circumstance.

27. Arbitration

To the extent required by A.R.S. § 12-1518 and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by City/Town relating to the issues outlined in Section 19 of this Agreement is not considered to be a dispute arising out of this Agreement.

28. Implementation

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his/her designee and the Mayor of City/Town, his/her designee, or another party with designated authority pursuant to applicable law or City/Town charter to act on behalf of City/Town.

29. Limitations

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

30. Duration

30.1 The term of this Agreement shall commence from the latest date as indicated in Section 33 of this Agreement and continue in force through December 31st of the following calendar year unless canceled or terminated as provided herein. The term of this Agreement shall automatically be extended for successive one (1) year terms commencing on January 1st and ending on December 31st of each year thereafter unless canceled or terminated as provided herein.

30.2 Amendments to this Agreement that are negotiated and agreed to by a simple majority of the review committee referenced in Section 30.9 of this Agreement shall thereafter be executed by the parties hereto by a separate signed amendment and incorporated herein to be effective during the term of this Agreement and any extensions.

30.3 This Agreement may be canceled or terminated effective on December 31st of any year by either party by providing written notice no later than sixty (60) calendar days prior to the expiration of the term then in effect.

- 30.4** This Agreement shall expire on December 31st of any year the Department is subject to sunset review by the legislature. Upon expiration, cancellation, or termination, any subsequent Agreement must be ratified through signature by both parties.
- 30.5** If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty (30) calendar days' notice to the other party. The termination shall become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.
- 30.6** Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this Agreement upon such terms and at such time as is mutually agreeable to them.
- 30.7** Any notice of termination shall be mailed and served on the other party in accordance with Section 21 of this Agreement.
- 30.8** In the event of a partial or complete termination of this Agreement, if the parties have shared or exchanged property the parties will return the property to its original owner or dispose of it in a manner required by the original owner as described in this Agreement.
- 30.9** During the term of this Agreement, the terms and conditions of this Agreement shall undergo an annual review to be initiated no later than June 1st of each year. The review shall be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.
- 31. Choice of Law**
- The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.
- 32. Entire Agreement**
- This document, including the specific appendices attached hereto, and any approved subcontracts, amendments, and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.
- 33. Signature Authority**

33.1 By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.

33.2 This Agreement may be executed in counterpart.

For the Department:

For City/Town:

Signature		Date	Signature		Date
Robert Woods, Director					
Typed Name and Title			Typed Name and Title		
Arizona Department of Revenue					
Entity Name			Entity Name		
1600 W. Monroe St.					
Address			Address		
Phoenix	Arizona	85007			
City	State	Zip			
RESERVED FOR THE ATTORNEY GENERAL:			RESERVED FOR CITY/TOWN ATTORNEY:		
<p>This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General.</p> <p style="text-align: center;">KRIS MAYES The Attorney General</p> <p>BY: _____ Signature Assistant Attorney General</p> <p>Date: _____</p>			<p>This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City/Town Attorney who has determined, on behalf of the City/Town only, that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City/Town.</p> <p>APPROVED AS TO FORM AND AUTHORITY:</p> <p>BY: _____ CITY/TOWN ATTORNEY</p> <p>Date: _____</p>		

APPENDIX A

ARIZONA DEPARTMENT OF REVENUE CONFIDENTIALITY REQUIREMENTS

1. Confidential Information

- 1.1 “Confidential Information” is defined in A.R.S. § 42-2001. Confidential Information may not be disclosed except as provided by statute. A.R.S. §§ 42-2001 through 42-2004.
- 1.2 “Tax Information” as defined in this Agreement is Confidential Information.
- 1.3 **Disclosure of aggregated financial information.** Under no circumstance shall aggregated financial information related to transaction privilege taxes allow any person who is not authorized to receive Tax Information to identify or discover the financial information of an individual taxpayer.
 - (a) Except as provided in Section 1.3(b) of this Appendix, City/Town will disclose aggregated financial information in accordance with the Department’s standard:
 - (1) City/Town shall only disclose aggregated financial information from not less than ten (10) taxpayers within the political boundaries of City/Town.
 - (2) No individual taxpayer’s financial information should be discernible due to its relative size compared to other members of the aggregated group. For example, if one of the taxpayers in the data set represents 90% or more of the data point, then that data point must not be disclosed, regardless of the number of taxpayers.
 - (b) City/Town may disclose its aggregated financial information from less than ten (10) taxpayers provided City/Town first determines the aggregated data could not potentially reveal the financial information of an individual taxpayer. Such a determination shall take all the following into consideration:
 - (1) *Ownership.* All taxpayers with common ownership entities shall be considered a single taxpayer for aggregation purposes; and
 - (2) *Proportionality.* No individual taxpayer’s financial information should be discernible due to its relative size compared to other members of the aggregated group; and

- (3) Any other factor that might allow any person who is not authorized to receive Tax Information to identify or discover the financial information of an individual taxpayer.

2. Protecting Information

- 2.1 City/Town must identify all places, both physical and logical, where City/Town receives, processes, and stores Tax Information and create a plan to adequately secure those areas.
- 2.2 Tax Information must be protected during transmission, storage, use, and destruction. City/Town must have written policies, standards, and procedures to document how it protects its information systems, including Tax Information so that it conforms to the State of Arizona statutes A.R.S. §§ 42-2001 through 42-2004 and policies, standards, and procedures found on the Arizona Strategic Enterprise Technology (“ASET”) website at aset.az.gov/resources/policies-standards-and-procedures or ASET’s successor agency or website and Arizona Department of Homeland Security’s website at <https://azdohs.gov/information-security-policies-standards-and-procedures>.
- 2.3 Department staff and authorized City/Town staff are prohibited from inspecting Tax Information unless they have a business reason. Browsing through Tax Information concerning friends, neighbors, family members, or people in the news is strictly prohibited.
- 2.4 All removable media, including paper and CDs, containing Tax Information must be secured when not in use and after normal business hours by placing all materials in a locked drawer or cabinet. During use, Tax Information must be protected so that it is not visible to members of the public or anyone without a business need for the information.
- 2.5 All individuals accessing or storing Tax Information from an alternative work site must enter into a signed agreement that specifies how the Tax Information will be protected while at that site. Only trusted employees shall be permitted to access Tax Information from alternative sites. Tax Information may not be accessed while in public places such as restaurants, lounges, or pools.
- 2.6 Tax Information may not be discussed in elevators, restrooms, the cafeteria, or other public areas. Terminals should be placed in such a manner that prohibits public viewing of Tax Information.
- 2.7 When transporting confidential materials, the materials should be covered so that others cannot see the Tax Information. When sending Tax Information by fax, a cover sheet should always be used.
- 2.8 Any person with unsupervised access to Tax Information shall receive training on the confidentiality laws and requirements to protect such information before being given access to such information and annually thereafter. They must sign

certificates after the training acknowledging that they understand their responsibilities. City/Town must keep records to document this training and certification and submit a copy of the certification to the Department.

3. Disclosure of Information

- 3.1 Tax Information may only be disclosed as permitted by A.R.S. § 42-2003.
- 3.2 Tax Information is protected by statute and, therefore, shall not be disclosed in response to a public records request except as authorized by law. A state agency, including political subdivisions (City/Town), may deny inspection of public records if the records are deemed confidential by statute. *Berry v. State*, 145 Ariz. 12, 13 699 P.2d 387, 388 (App. 1985).
- 3.3 A taxpayer may designate a person to whom Tax Information may be disclosed by completing an [Arizona Department of Revenue Form 285](#) or [Form 285B](#), or such other form that contains the authorizing information included in those forms. City/Town may contact the Department's Disclosure Officer at DisclosureOfficer@azdor.gov if there are any questions concerning this requirement.

4. Retention and Disposal of Information

- 4.1 All records received from the Department must be kept for the duration of the records retention period as listed in the official records retention schedules approved by the Secretary of State Library Archives and Public Records Division ("LAPR") published on the LAPR website.
 - (a) The Department's custom records retention schedule is published on the LAPR website at apps.azlibrary.gov/records/schedules.aspx.
 - (b) In the event of a legal hold (such as a litigation hold or investigative hold), Department and/or City/Town may be required to retain records beyond the retention period.
- 4.2 The Department and City/Town shall follow the legal requirements for reporting the disposition and destruction of records to the Arizona State Library Archives, & Public Records Division under A.R.S. § 41-151.19. Certificate of Records Destruction Forms are found at: azlibrary.gov/arm/forms.
- 4.3 All removable media containing Tax Information must be returned to the Department or sanitized before disposal or release from the control of City/Town.
- 4.4 Tax Information must be destroyed by shredding or burning the materials when the retention period has been met and no legal holds are in place. Tax Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Tax Information may be performed by a third-party vendor.

City/Town must take appropriate actions to protect the Tax Information in transit and storage before it is destroyed, such as periodic inspections of the vendor.

- 4.5 Computer system components and devices, such as copiers and scanners, which have been used to store or process Tax Information may not be repurposed for non-tax administration uses unless the memory or hard drive of the device is sanitized to ensure under no circumstances Tax Information can be restored or recovered.

5. Information Security

- 5.1 Systems containing Tax Information must be protected in accordance with the State of Arizona Policies, Standards, and Procedures that govern State data found at <https://azdohs.gov/information-security-policies-standards-and-procedures>, particularly Policies and Standards 8000-8410 and the Arizona NIST Security Baseline Controls.
- 5.2 City/Town is responsible for creating architectural diagrams of any systems connecting to the Department's systems and depicting the flow of State Tax Information. Architectural diagrams for systems connecting to the ADOR shall be shared with the ADOR and updated after any architectural changes.
- 5.3 Incident Reporting. City/Town is required to notify the Department in the event of a suspected or actual unauthorized disclosure of Tax Information, data loss, breach, or other security concern regarding Tax Information by reporting the incident to the Department's: 1) City Services Manager by email at citiesunit@azdor.gov, 2) Disclosure Officer by email at DisclosureOfficer@azdor.gov, and 3) Chief Information Security Officer's Information Security Team by email at InfoSec@azdor.gov.
- 5.4 The Department may send employees or auditors to inspect any of City/Town information systems and/or facilities used to process, store, or transmit any Department data at any time to ensure that Department information is adequately protected. City/Town shall provide audit records and evidence of system and application hardening to the department's information security team upon request. Hardening evidence can include, but is not limited to: RiskSense, CIS benchmarks, SCSEMs, STIGs, or other security best practices. If City/Town hires a third-party for any system or information support, all security provisions apply.

6. Wireless Access (if accessing State Confidential Information from a wireless network)

City/Town must:

- 6.1 Establish restrictions, configuration/connection requirements, and implementation guidance for wireless access.
- 6.2 Authorize wireless access to the information system prior to allowing such connections.

- 6.3 Employ a wireless intrusion detection system to identify rogue wireless devices and to detect attack attempts and potential compromises/breaches to the information system.

APPENDIX B

REQUIRED REPORTS AND DATA FIELDS

At a minimum, the Department of Revenue shall provide the following reports which display all of fields identified below, per report:

NEW LICENSE REPORT and LICENSE UPDATE REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- Update Date
- ID Type
- ID
- Account ID
- Entity Name
- Ownership Type
- License ID
- OTO/Applied For indicator
- Bankruptcy Indicator
- Filing Frequency
- Issue Date
- Account Start Date
- Business Start Date
- Arizona Start Date
- Doc Loc Nbr
- Accounting Method
- Close Date
- Close Code
- Business Description
- NAICS1
- NAICS2
- NAICS3
- NAICS4
- Mailing Street1
- Mailing Street2
- Mailing Street3
- Mailing City
- Mailing State
- Mailing ZIP
- Mailing Country
- Mailing Phone Number
- Mailing Address Add date
- Mailing Address End Date

ADOR-Municipal IGA for TPT Administration

- Audit Street1
- Audit Street 2
- Audit Street 3
- Audit City
- Audit State
- Audit Zip
- Audit Country
- Audit Phone Number
- Audit Address Add Date
- Audit Address End Date
- Location Code
- Business Codes
- Location Name (DBA)
- Number of Units
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- Location Phone Number
- Location Start Date
- Location End Date
- Primary Location Street 1
- Primary Location Street 2
- Primary Location Street 3
- Primary Location City
- Primary Location State
- Primary Location Zip Code
- Primary Location Country
- Primary Location Phone Number
- Primary Location Start Date
- Primary Location End Date
- Owner Name
- Owner Title
- Owner Name 2
- Owner Title 2
- Owner Name 3
- Owner Title 3

CITY PAYMENT JOURNAL

- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period

ADOR-Municipal IGA for TPT Administration

- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype
- Rev Type

CITY PAYMENT JOURNAL SUMMARY

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Business Code
- Number of Accounts
- Collections

NO MONEY REPORT

- Region Code
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date

ADOR-Municipal IGA for TPT Administration

- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype

DEDUCTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Deduction Code
- Deduction Amount
- Tran Type
- Tran Subtype
- Rev Type

FUND DISTRIBUTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment Received Date
- Return Received Date
- Payment Processed Date
- Return Processed Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Fund Allocation Code
- Amount Distributed

FUND DISTRIBUTION SUMMARY REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Fund Allocation Code
- Amount Distributed

APPENDIX C

REQUIRED FORMS

1. **JT-1 Joint Tax Application for a TPT License**

[ADOR Form 10196](#)

2. **TPT-2 Transaction Privilege, Use and Severance Tax Return (filing periods beginning on or AFTER June 1, 2016)**

[ADOR Form 11249](#)

3. **TPT-EZ Transaction Privilege, Use and Severance Tax Return**

[ADOR Form 11263](#)

RESOLUTION NO. 2024-03

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PIMA, GRAHAM COUNTY, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PIMA AND THE ARIZONA DEPARTMENT OF REVENUE TO PROVIDE A UNIFORM METHOD OF ADMINISTRATION, COLLECTION, AUDIT, AND LICENSING OF TRANSACTION PRIVILEGE AND AFFILIATED EXCISE TAXES IMPOSED BY THE STATE AND ARIZONA MUNICIPALITIES.

WHEREAS, the Town of Pima, Arizona, ("Town") desires to enter into an Intergovernmental Agreement with the Arizona Department of Revenue ("ADOR") to provide a uniform method of administration, collection, audit, and licensing of transaction privilege and affiliated excise taxes imposed by the State and Arizona municipalities;

WHEREAS, A.R.S. Title 11, Chapter 7, Article 3 (A.R.S. § 11-952 et seq.) authorizes two (2) or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, this Intergovernmental Agreement between the Town and ADOR will allow ADOR to collect and administer any transaction privilege and affiliated excise taxes imposed by the Town; and

WHEREAS, the Mayor and Council of the Town of Pima have determined that acceptance of the Intergovernmental Agreement between the Town and the District will benefit the residents of the Town of Pima and is in the Town's best interest.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Pima, Arizona, as follows:

Section 1. The Town of Pima is hereby authorized to enter into the Intergovernmental Agreement between the Town of Pima and the Arizona Department of Revenue. A copy of said Intergovernmental Agreement is attached hereto as **Exhibit "A"** and incorporated herein by this reference.

Section 2. The Mayor, Town Manager, and Town Attorney are authorized to perform all acts necessary for the purposes described in this Resolution on behalf of the Town.

Section 3. The Town staff is hereby authorized and directed to take all steps necessary to implement said Intergovernmental Agreement and give it effect.

Section 4. The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

Section 5. All resolutions or motions and parts of resolutions or motions of the Town Council in conflict with the provisions of this resolution are hereby repealed, effective as of the effective date of this resolution. All internal references within the town code to any affected provision are hereby updated.

Section 6. If any section, subsection, sentence, clause, phrase, or portion of this resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED and ADOPTED by the Mayor and Council of the Town of Pima, Arizona, this 9th day of January 2024.

Brian Paull, Mayor

ATTEST:

Cody Marshall, Town Clerk

APPROVED AS TO FORM:

Jon Paladini, Town Attorney

CERTIFICATION

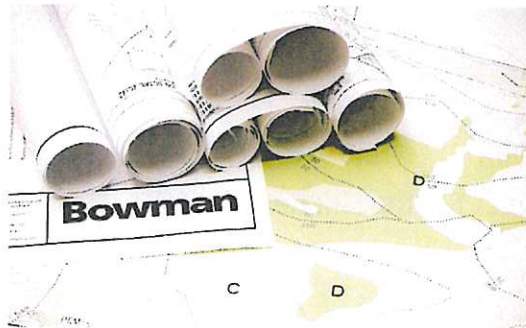
I hereby certify that the foregoing Resolution No. 2024-03 was duly passed and adopted by the Mayor and Council of the Town of Pima, Arizona, at the Town Council Meeting held on January 9, 2024, that the vote thereon was ___ ayes, ___ nays, and that the Mayor and ___ Council Members were present thereat.

Cody Marshall, Clerk
Town of Pima, Arizona

EXHIBIT “A”

Intergovernmental Agreement

[See following pages.]



Town of Pima

FY 2023/2024 through FY 2025-2026 Professional Services Selection List: Civil Engineering and Land Surveying Services

Solicitation TOP 23-24-01

Submitted by:

Chad Crockett, Principal
Bowman
305 East 4th Street
Safford, AZ 85546

928.428.3898 | ccrockett@bowman.com | bowman.com

Submitted to:

Vernon Batty, Town Manager
Town of Pima
110 West Center Street
Pima, Arizona 85543

January 2, 2024

Bowman



January 2, 2024

Town of Pima
P.O. Box 426
Pima, AZ 85543

RE: Request for Qualifications for On-Call Civil Engineering and Land Surveying Services

Dear Selection Panel:

Bowman Consulting Group, Ltd. is a trusted, multi-faceted consulting firm providing civil engineering, surveying, roadway engineering, water/wastewater engineering, stormwater/drainage engineering, structural engineering, and other engineering services to a variety of public and private markets throughout the United States. Bowman offers particular expertise in municipal roadway, sewer system, wastewater treatment plant, drainage and other municipal infrastructure design.

Bowman's Safford office will take the lead for all Town of Pima projects. With a staff of 30 employees consisting of four professional civil engineers, one mechanical engineer, two registered land surveyors, and the associated design and survey staff, our Safford office has the depth to perform at the highest level. Bowman's Safford office staff know what it's like to live and work in a rural community. Over the past decade, we have seen the growth the Town of Pima and surrounding areas have experienced. We understand how growth can strain public infrastructure, including, roads, drainage systems, sewer, and water systems. In addition, we know the hardest part of completing a project in rural communities is often finding and obtaining project design and construction funding. Bowman's rural Arizona experience includes not only design but also completing state and federal grant and loan applications.

"Delivering success to our client with a sense of urgency," is the mission statement Bowman strives to live by. The Town of Pima will benefit from a balance of deep resources, often associated with large firms, and the flexibility and quick response associated with smaller boutique firms. With 88 offices and over 2000 employees across the nation, if necessary, Bowman's Safford office can draw on a wealth of additional project experience and experienced staff from across Arizona and the nation to meet the Town of Pima's engineering needs.

With an office in Safford, Bowman is aware of and has provided the Town with preliminary input on the following projects.

- High School – Traffic signal, intersection, and roadway design
- Main Street – Road improvements, sidewalk ADA, pedestrian railroad crossing, canal crossing, vehicular railroad crossing
- Trip Canyon Road – Widening, paving, sidewalk
- Sewer System – Expand collection system, Lift stations
- Wastewater Treatment System – Need to expand treatment capacity
- Ash Creek and 300 South Bridge – Structural investigation and repair design

Bowman appreciates your consideration and is excited for the opportunity to assist the Town of Pima with its engineering and surveying needs. Given our experience, expertise, and proximity to the Town of Pima we know we will provide the Town of Pima with the best engineering and surveying services available.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Chad Crockett".

Chad Crockett, PE
Principal, Branch Manager

305 E. 4th Street, Safford, AZ 85546
928.428.3898
bowman.com

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- B. Firm's Capabilities
- C. Past Performance
- D. Schedule

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IV Section IV: Attachments

- Exhibit A - Prime Consultant Information Sheet
- Exhibit B - Prime Consultant/Subconsultant Three-Year Contract History

SECTION II - EVALUATION CRITERIA: A. Consultant Team

QUALIFICATIONS AND RELEVANT TECHNICAL EXPERIENCE

Bowman is a trusted, national, multi-faceted professional services firm offering a broad range of infrastructure, environmental management, energy, and real estate solutions to public and private clients across the country. From large commercial developments to master planned communities and local transportation projects, Bowman delivers outstanding project results, builds long-lasting relationships, and leverages the growth of our organization to serve the changing needs of our clients.



28

Years in Business

\$376

Current Revenue Pace (Millions)

2,000

Number of Employees (Approx.)

88

Offices Nationwide

Bowman's Safford office was established in 2012 and has provided quality engineering and surveying services to rural southeast Arizona since its inception. Due to our local presence, we are thoroughly familiar with the Town of Pima's and other local requirements. Our leadership recognizes the value of supplying staff that offers proven experience in all aspects of municipal roadway and infrastructure design as well as legal, topographic, and construction survey. We know that success doesn't just happen. It's the result of thoughtful planning and focused action. Our clients benefit from the quick response associated with smaller boutique firms, and the deep national resources associated with large firms.

QUALIFICATIONS OF KEY TEAM MEMBERS

Chad Crockett, PE | Project Manager. Chad is a Gila Valley native and the branch manager of Bowman's Safford office. Chad has 15+ years of experience providing civil engineering services to rural Arizona communities. As an on call engineer for multiple rural communities, Chad has completed numerous rural municipal infrastructure projects starting with planning, then design, and through construction. Chad's expertise includes road analysis and design, drainage analysis and design, wastewater collection systems and lift stations, site development, construction analysis, and project management. Chad is well versed in MAG specifications and details having referenced them in most of his projects. In addition, he has completed multiple projects for and involving the Gila Valley Irrigation District and projects involving railroad crossing and permitting. Chad understands the challenges rural governments often face such as limited resources and funding. He is well versed in the nuances of state, federal, and local government funded projects. Chad's experience and expertise working on municipal infrastructure projects in the Gila Valley will benefit the town, and his proximity to the town will allow him to easily meet in person as the need arises.

SECTION II - EVALUATION CRITERIA: A. Consultant Team

Jace Elkins, PE | Assistant Project Manager. Jace has more than five years of experience in civil engineering services in both urban and rural communities. He has been involved in the design and construction of commercial, residential, and municipal projects throughout the state of Arizona. He has experience designing infrastructure for commercial and residential projects, including major subdivisions. Jace has worked on irrigation design projects involving a variety of irrigation districts. Jace is also well versed in MAG specifications and standards and will serve as the assistant project manager for Town of Pima projects.

Scott Meredith, PE | Senior Structural Engineer. With 15+ years of experience in civil engineering, Scott is a project manager who specializes in structural analysis and design out of the Safford office. Scott's experience includes the design for structural framing layouts, structural detailing and modeling, foundation design, individual sizes and lateral analysis for steel, wood, concrete, aluminum, masonry, and retaining structures. Structural projects include bridges, mining, warehouses, hospitals, shopping centers, schools, electrical substation facilities and hydraulic structures.

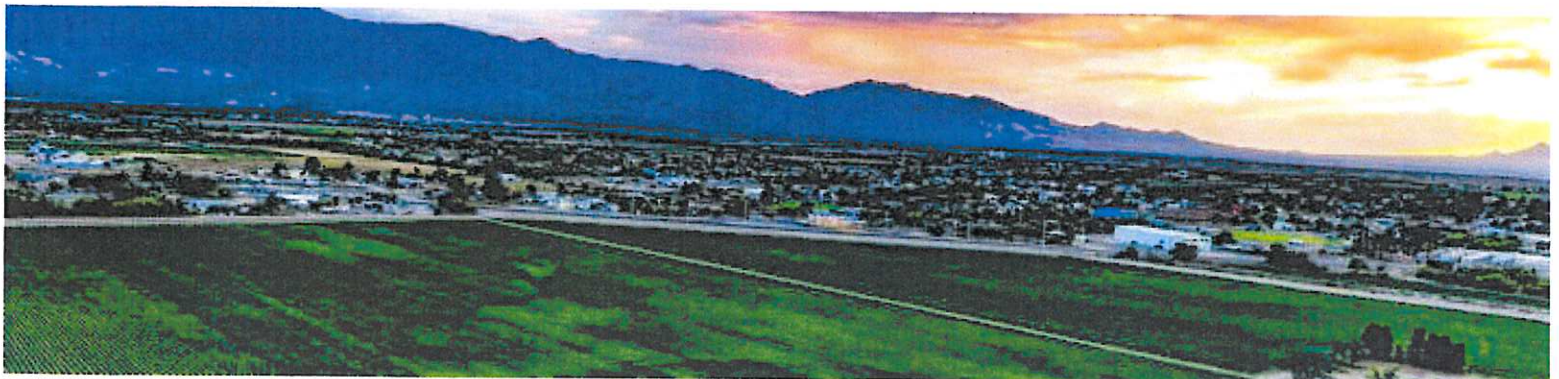
Carlos Garcia, PE | Traffic Engineer. Carlos has 25+ years of progressive transportation engineering experience throughout the U.S. His experience includes traffic impact studies and roadway and traffic signal plans to support commercial and residential land development. Carlos's experience in the public and private sectors has allowed him to navigate the permitting approval process from local and state reviewing agencies. Carlos is a "hands-on" leader who is involved in business development, project management/coordination, client maintenance/liaison, invoicing, scheduling, staff supervision/mentoring, traffic engineering analysis, peer reviews, roadway design, and expert testimony.

Jay Yenerich, PE | Transportation Engineer. Jay is the Arizona transportation market sector leader. He is experienced on a wide variety of highway, arterial, traffic, ITS and transit projects, throughout his 25 years by participating in the planning, design, and construction. His experience includes intersection, roadway, and freeway interchange design, construction cost estimation, and corridor environmental impact studies.

Jonathan Nolan, RLS | Survey Project Manager. Jonathan is the director of survey with 16+ years of experience. He specializes in the use of GPS, 3D scanning, and UAV technology. His expertise includes GPS networks, geodetic surveying, boundary surveying, right of way acquisition, construction staking, project management, and construction quality assurance. Jonathan has fostered great relationships with local city governments. Jonathan's extensive experience in the Gila Valley and expertise within the survey industry will help streamline the design and construction process for the Town.

Mountain States Contracting, Inc.

Bowman will collaborate with Mountain States Contracting, Inc. to ensure the rail design and railroad collaboration proceed smoothly. They are a full-service railroad engineering and construction firm based in Phoenix that has been providing railroad track design, layout, construction, and restoration services for over 30 years, including crossing and signal construction. They have completed the majority of the Arizona Eastern Railroad crossing rebuilds.



SECTION II - EVALUATION CRITERIA: A. Consultant Team

As a multi-discipline firm, Bowman is ready to commit our full attention, expertise and resources to the Town. As your partner, we are dedicated to bringing proactive solutions and results to the projects we work on. *Our Project Manager, Chad Crockett, PE, will be the main point of contact and attend and facilitate public meetings and presentations to the selection committee.*



EXPERIENCE WITH MAG SPECIFICATIONS AND DETAILS

Having successfully designed and managed hundreds of **rural community** projects across our five Arizona offices, Bowman regularly references and includes MAG specifications and details in its designs. Bowman's knowledge of MAG specifications and details helps to streamline projects during design and through construction.

Local road projects that utilized MAG specifications and details:

- 14th Avenue Road Design – *City of Safford (constructed)*
- Hollywood Road – *City of Safford (in design)*
- Chase Creek Road – *Town of Clifton (constructed)*
- Shannon Road – *Town of Clifton (constructed)*
- Vista Heights Road – *Town of Clifton (constructed)*
- Scott Street – *City of Willcox (in design)*

COORDINATION EXPERIENCE WITH RAILROADS AND IRRIGATION DISTRICTS

Bowman has completed projects for irrigation districts and projects that involve coordinating with irrigation districts across Arizona. Bowman is very knowledgeable of the local irrigation canal systems, with an established relationship with the Gila Valley Irrigation District. In addition, Bowman has multiple local projects that involved railroad crossing coordination and permitting.

Local irrigation district coordination:

- 14th Avenue Road Design – *Union Canal*
- Safford Reclaimed Water Pipeline – *Highline Canal*
- Safford High School Drainage – *Union Canal*
- Central Water System – *Highline Canal*
- SUSD Dorothy Stinson – *Site Irrigation Conveyance*

Local railroad coordination:

- Bonita Waterline Phase V Crossing – *Arizona Eastern Railroad*
- Central Water System Crossing – *Arizona Eastern Railroad*

SECTION II - EVALUATION CRITERIA: B. Firm's Capabilities

Civil Engineering

Across the nation, Bowman clients in the public and private sectors look to our civil engineers to tackle project challenges and design innovative solutions to their wide-ranging needs. Whether designing a new roadway, coordinating and managing a major interstate bridge relocation, or planning, permitting, and designing a master planned community, our multi-disciplinary teams have been involved in just about every market sector and type of civil design. Bowman engineers have extensive experience planning and designing the environment we live in—roadways, water systems, sewer systems, utilities, land developments, wind farms, energy projects, and more.

Bowman provides a full range of engineering services, from conceptual design through construction administration and project management. Our in-house multi-disciplined engineers collaborate with our designers, planners, and surveyors to provide our clients with a deep bench of resources and integrated solutions for projects of all types.

Program Expertise

- Master Planned Communities & Infrastructure
- Commercial Site Development
- Residential Subdivision Development
- Small to Mid-size Neighborhoods
- Roadway Design
- Intersection Improvements
- Transportation Planning
- Route / Alignment Studies
- Highway / Freeway Design
- Traffic Engineering
- Traffic Signal Design
- Signing and Pavement Marking Plans
- Trails and Multi-Use Paths
- Roundabouts
- Drainage Design
- Utility Design / Coordination
- Public Involvement / Consensus Building
- Access Management Plans
- Traffic Control Plans
- Light Rail Transit Design
- Utility Relocations
- Alternate Delivery Methods

Surveying

Identifying the unknown is often the greatest challenge that property owners face in the early stages of a project. Whether a large water treatment plant or a parcel acquisition, utilizing qualified surveyors to identify and understand field conditions provides greater design accuracy, minimizes cost impacts, and helps to ensure successful project delivery.

With more than 100 fully-equipped field survey crews across the nation, Bowman understands the complexities and changing demands of evolving markets and rises to the challenge with the best and brightest professionals and multi-disciplinary teams. From routine boundary surveys to complicated aerial surveys utilizing the latest drone technology, Bowman's survey teams are experts who recognize the importance of comprehensive professional land survey services for our communities' growth and development and are committed to delivering safe, innovative, and reliable solutions that support our clients' goals.

Services

- ALTA/NSPS Land Title Surveys
- Boundary & Topographic Surveys
- GPS/Geodetic Control Surveys
- Route/Corridor Surveys
- Construction Layout/Staking
- Utility Location & As-Builts
- Aerial Mapping/Photogrammetry/LiDAR
- Terrestrial LiDAR
- Full Platting Services
- Bathymetric Surveys
- Subdivisions
- Easements
- Expert Witness Testimony
- Condemnation Surveys
- GIS Mapping CAD Support
- Subsurface Utility Engineering (SUE)
- Land Acquisition Services with Web Portal



SECTION II - EVALUATION CRITERIA: B. Firm's Capabilities



West Camelback Road and 127th Avenue Traffic Signal

Client: Walcor LLC

Contact: Waldy Coronado, Architect

480.495.8632 waldy.coronado@walcor.org

- Planning
- Traffic Analysis
- Signal Design
- MAG Standards
- ADA Curb Ramps
- Crosswalk Design
- Permitting

Camelback Road is a six-lane arterial road that provides access to both the 101 and 303 Freeways in Litchfield Park, Arizona. Prior to 2022 the 127th Avenue intersection with Camelback Road was unsignalized, requiring traffic from 127th Avenue to yield to all Camelback Road traffic. The lack of a traffic signal resulting in congestion and long wait times during peak hours. In addition, there were no crosswalks or ADA curb ramps to facilitate pedestrians crossing the road. To alleviate congestion, improve traffic flow, and provide safe pedestrian crossing, Bowman was tasked to complete the traffic signal design. Bowman completed the traffic signal design following the guidelines set forth by Maricopa County, the City of Litchfield Park, and ADOT. To accommodate pedestrian traffic, crosswalks and ADA curb ramps were designed along with pedestrian crossing push buttons and pedestrian signals at the crosswalks

14th Avenue Road Design

Client: City of Safford

Contact: Lance Henrie, Public Works Director

928.432.4190 lhenrie@saffordaz.gov

- Surveying
- Road Design
- Water Main Design
- Canal Co. Coordination
- Bid Services
- Construction Services
- Permitting
- MAG Standards

14th Avenue is a major collector road within the City of Safford. The section of 14th Avenue between Relation Street and 8th Street was a continuous maintenance problem due to poor drainage and expansive soils which caused severe cracking. Safford High School and Ruth Powell Elementary School are located on opposite sides of 14th Avenue, so school traffic was also factored into the design. Bowman was tasked to design a new road that would also better accommodate school traffic. To meet the intent of the project Bowman designed the new road wider than the existing road. The new road has two travel lanes, a center turn lane, and bike lanes and sidewalks on each side of the road. The sidewalks and curb ramps were designed to meet ADA requirements. In addition, a handrail was designed along the east sidewalk to protect pedestrians from an open irrigation ditch that borders the sidewalk.

SECTION II - EVALUATION CRITERIA: B. Firm's Capabilities

Hollywood Road Design

Client: City of Safford

Contact: Gabe Bowman, City Engineer
928.432.4267 gbowman@saffordaz.gov

- Survey
- Road Design
- Wash Crossing Design
- Water Main Design
- Sewer Main Design
- Canal Co. Coordination
- Permitting
- MAG Standards

The section of Hollywood Road beginning at Highway 70 and going east to the Copper Canyon Subdivision is narrow with severe cracking and potholes and has become heavily traveled due to new home construction. Bowman was tasked to design a new wider road with curb and gutter on both sides and a sidewalk on one side. The existing road crosses over Stockton Wash via a single barrel box culvert which is only wide enough for one vehicle to cross at a time. As part of the road design, Bowman designed a new box culvert over Stockton Wash making two-way traffic possible. In addition to the road design, Bowman also designed a new 15" sewer main and a 12" water main. Project to be bid in Spring 2024.

Highway 70 and 2nd Avenue Design

Client: City of Safford

Contact: Lance Henrie, Public Works Director
928.432.4190 lhenrie@saffordaz.gov

- Survey
- ADOT Coordination
- Drainage Analysis
- Drainage Design
- Permitting
- MAG Standards
- Bid Services
- Construction Services

The intersection of Highway 70 and 2nd Avenue in Safford was prone to have standing water against the curb during rainstorms. Subsequently, highway truck traffic would drive through the standing water splashing water into the adjacent business' front door. The City of Safford tasked Bowman to analyze the drainage and develop a solution. Bowman's analysis determined the drainage inlet was too small to capture the stormwater at the rate it came to the intersection. Bowman designed a new stormwater inlet and catch basin as well as the tie into the existing stormwater culverts.

Pavement Analysis

Client: Town of Clifton

Contact: Rudy Perez, Town Manager
928.865.4146 townmanager@cliftonaz.gov

- Pavement Inspection
- Repair Recommendations
- Construction Estimates
- Pavement Report

14th Avenue is a major collector road within the City of Safford. The section of 14th Avenue between Relation Street and 8th Street was a continuous maintenance problem due to poor drainage and expansive soils which caused severe cracking. Safford High School and Ruth Powell Elementary School are located on opposite sides of 14th Avenue, so school traffic was also factored into the design. Bowman was tasked to design a new road that would also better accommodate school traffic. To meet the intent of the project Bowman designed the new road wider than the existing road. The new road has two travel lanes, a center turn lane, and bike lanes and sidewalks on each side of the road. The sidewalks and curb ramps were designed to meet ADA requirements. In addition, a handrail was designed along the east sidewalk to protect pedestrians from an open irrigation ditch that borders the sidewalk.

SECTION II - EVALUTATION CRITERIA: B. Firm's Capabilities

MANAGEMENT AND ORGANIZATIONAL CAPABILITIES

Bowman's management strategy is to couple our technical expertise within a well-defined delivery process to ensure that we can deliver multiple task orders concurrently. **Project Manager, Chad Crockett, PE** will be your daily point of contact throughout the contract. He will provide leadership for the development of task orders for all of Bowman's services and serve as the primary task order manager when work is underway.

We believe that delivery of successful task orders begins with establishing a consistent and repeatable process for each phase of a project. This process begins with a detailed proposal to document our services and objectives.

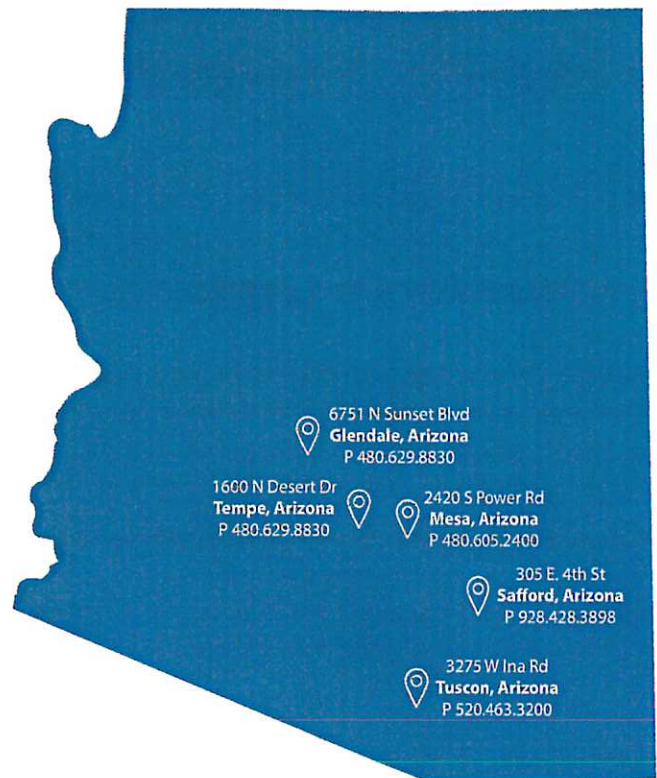
As partners to the Town, we will use a highly-collaborative process to ensure that your team is an integral part of our project delivery process.

Communication is Essential

Good communication is the key to successful projects. The Bowman team will:

- Coordinate contractual issues.
- Manage subcontractors.
- Monitor and coordinate workload.
- Oversee staffing, schedules and budgets.
- Coordinate duties and invoices for an anticipated duration for each task order.
- Prepare monthly invoicing per Town standards and discuss any issues for resolution.

Our team will recommend at least a monthly meeting to discuss the progress of each task order underway in this annual contract, in order to maintain a high level of communication and interaction.



The Bowman Project Manager, Chad Crockett, as well as team members Jace Elkins, and Jonathan Nolan are located in our Safford office, which is located **eight-miles from the Town of Pima**. As such, the Bowman Safford office will be the primary work location for the execution and administration of this contract.

Local Bowman Office

305 East 4th Street
Safford, AZ 85546

SECTION II - EVALUATION CRITERIA: B. Firm's Capabilities

QUALITY AND COST CONTROL PROCEDURES/POLICIES

Bowman uses the Quality By Design (QBD) process for all of its projects. In general, the project begins with a kick-off meeting involving a QBD reviewer, project manager, task lead, and all team members who will be working on the project. At this time, the scope, schedule, budget, project goals, client reporting, and other project details are discussed, and expectations are set for the project. Additionally, follow-up meetings are planned based on duration of project tasks. One additional meeting is required once the team has completed the work and prior to sending deliverables to our clients. Before final delivery, a final technical and editorial review of each work product is made to ensure that the standard set at the beginning of the project has been achieved and goals have been reached. The review is conducted independently, and results are recorded and placed in the project record.

Corporate Commitment to Quality

The Bowman QA/QC program is founded on consistent and continual communication throughout the course of project delivery. Effective project management, together with quality assurance and quality control measures, is paramount to our objective of achieving project success. We operate with the understanding that quality is built in—not added on.

Monitoring Project Expenses

At all important stages in the Bowman QA/QC process, the project budget and schedule are discussed, and these regular check-ins ensure that the project manager is continuously monitoring project spending and controlling the schedule, keeping the project on track.

Schedule Control and Management

Bowman has a proven history of consistently meeting clients' schedules. Timely execution of work is one of the most influential factors for obtaining repeat work from both public and private clients. We emphasize the importance of timeliness with our management, design, and support teams. Keys to meeting schedules include:

- Understanding and validating scope, budget, and schedule
- Early planning sessions with essential personnel
- Establishing milestones with dates
- Assigning experienced and sufficient staff
- Tracking progress with our internal management system
- Making updates and taking corrective actions
- Holding the deadline



SME: SUBJECT MATTER EXPERT

QCP: QUALITY CONTROL PROFESSIONAL

RESPONSIBLE PARTY: PE OR DESIGNEE

SECTION II - EVALUATION CRITERIA: B. Firm's Capabilities

QA/QC for Surveying

Bowman's QA/QC process for surveying begins well before the survey crew enters the field and continues throughout the process until the final product is delivered to the client. Major components of the QA/QC process involve the regular calibration and monitoring of all survey equipment, and the continuous review by multiple team members to ensure accuracy.

Process

- The QA/QC process begins with thorough research of the subject properties and all adjoining properties and improvements.
- All field survey equipment is verified and calibrated once the preliminary research phase is completed and field work is ready to begin. The accuracy of said equipment is routinely calibrated and checked throughout the survey process. Once the field survey work begins, our survey field workers will establish a looped control network surveyed with redundant measurements to make sure that measurements are within a defined tolerance and provide multiple readings. To ensure accuracy and quality, the survey loop is reviewed for accuracy of closure by both the crew chief(s) in the field and our in-office survey department specialists. Furthermore, all surveys will be linked to the state plane coordinates using GPS and other control monuments collected from the field.
- Bowman's **Survey Project Manager, Jonathan Nolan, RLS** will regularly check data for accuracy and coverage of the survey area. Once all of the field data has been collected, our survey technicians will then draft a survey based upon drafting standards. Bowman's survey checklist is utilized by the survey technicians and by the project manager and the registered land surveyor to insure correctness.
- Finally, our QC manager will do a final check of all surveys. Only after this final check does our licensed surveyor sign, seal and deliver the final survey documents to the client.



SECTION II - EVALUATION CRITERIA: C. Past Performance

PAST PERFORMANCE

Technical Performance

Success doesn't just happen. It's the result of thoughtful planning and focused action. At Bowman, we work with intention to deliver on-demand technical genius and industry leading talent that, when combined, produces innovative and solution-driven results. To ensure our clients receive the highest quality design, Bowman uses the QBD process, which includes steps from project start to finish that help to guarantee excellence.

Cost Control

Having provided engineering services for many rural Arizona communities, we know funding for infrastructure projects doesn't come often; meaning, it is vital the design provides the most benefit possible. To ensure the Town receives the finished product they are wanting within budget, Bowman involves the Town throughout the design process. Bowman will include cost estimates with all of the project milestone submittals. During the submittal review the Town along with Bowman can see if the project is within the given budget. If the construction cost estimate is more than the project budget Bowman will evaluate project components and associated costs to determine if there is an alternative design to keep the project within budget. Bowman will then present the alternatives to the Town for review.

Timeliness

Bowman is committed to meeting our clients' timelines on all projects. To ensure a project is delivered on time, Bowman prepares a design schedule which includes design milestones and submittals. Bowman's project manager uses the design schedule as a guide to direct the design team to work on the project, so project deadlines are met. If unforeseen project circumstances create a design delay, Bowman's project manager will immediately inform the Town of the delay and provide an explanation and a new milestone date.

Business Relations

Bowman's Mission Statement is: "Deliver success to our clients with a sense of urgency." Success as mentioned in Bowman's Mission Statement is not Bowman's definition of success, it is the client's definition of what project success is.

Bowman is committed to delivering successful projects to the Town; we will accomplish this with the following:

- **Common Goal** – Having the world's foremost engineer design your road will not be a benefit if the engineer's goal is not aligned with the Town's. Bowman will work with the Town to define and refine the project goals. We understand project goals may change as the project evolves and areas that once were a priority may not be as high of a priority. Bowman is capable of adapting and responding to the project needs as the project evolves.
- **Open Communication** – Communication is key to project success. The project manager Chad Crockett prides himself in his ability to communicate with clients and is committed to provide consistent reliable communication during the length of the project.
- **Accountability** – Bowman understands how significant this project is to the Town, and we will hold ourselves accountable during all stages of the project. Weekly project progress reports will be sent via email to keep the Town up to date on the project progress.
- **Team of Experts** – Bowman's staff of engineers, designers, and surveyors have decades of combined experience in surveying and engineering design. Bowman's wealth of professionals will ensure the project meets all industry standards and exceeds the Town's expectations.

SECTION II - EVALUATION CRITERIA: D. Schedule

OVERALL RESPONSIVENESS

At Bowman, we understand that responsiveness must be an inherent quality of your contract consultant. Bowman's ability to respond in a timely manner has been well established on past projects. The Safford office alone has the capacity for over \$6 million in annual work. As such, multiple tasks can easily be accommodated and carried out by teams who understands the needs of the Town.

Ability to Meet Aggressive Deadlines

Bowman has a proven history of consistently meeting clients' schedules and often exceeding expectations. A typical small task schedule as shown to the right is developed at the onset of each project and will be shared with the Town's project manager. This schedule will be customized for each task depending on size, public/ agency involvement, and also reflect bid and award time-lines as appropriate.

STAFFING AND SUCCESSION PLAN

Bowman's response to staffing needs on this contract will be driven by the project due date and providing enough resources to complete the scope of services well within the presented time frame, despite any other challenges to the schedule such as delayed start dates due to contract finalizing, weather conditions, or other unforeseen impacts. Bowman will provide well qualified staff for civil engineering and land surveying services to the Town.

Bowman will primarily provide staff through its Safford office with additional support available nationwide. Sharing and managing resources between Bowman offices

is part of our culture to serve clients and maintain sustainable workloads for our employees, and we are confident in our ability to use this aspect of our culture to serve the Town throughout the duration of each project.

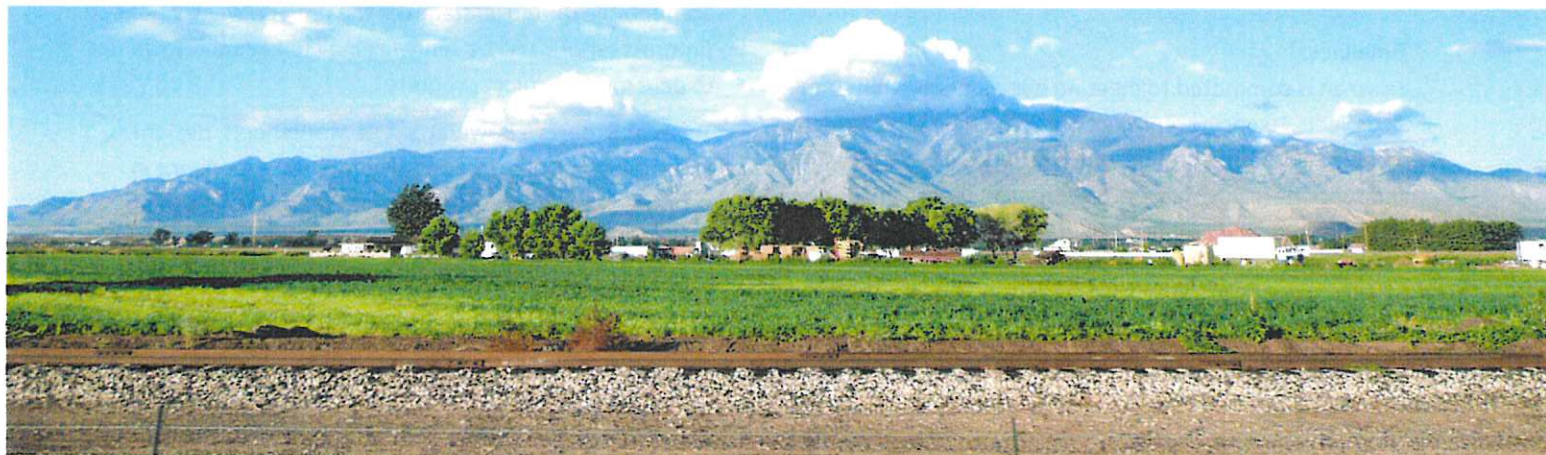
Confirmation of Team and Resources

Bowman is committed to the success of this project and retaining the key staff to execute the scope of work. We understand the importance of staff retention and strive to maintain highly qualified staff in all of our disciplines. We pledge that the staff presented will be available for the entirety of the contract.

Project Task	Days from NTP
Notice to Proceed (NTP)	0
Kickoff Meeting	7
Desktop Review	0-14
First Submission	28-45
QA/QC	Ongoing Throughout

Quality Assurance / Quality Compliance Measures

Bowman uses the QBD process (outlined on page 8 of this submittal) for all of its projects. The Bowman QBD process is founded on consistent and continual communication throughout the course of project delivery. At all important stages in the Bowman QBD process, the project design, budget, and schedule are discussed. These regular check-ins ensure that the project manager is continuously monitoring project design, spending, and schedule, keeping the project on track.





Section III: Resumes

Chad Crockett, PE

Project Manager

Education

B.S. Civil Engineering, Arizona State University

Registrations

Professional Engineer:
Arizona (#54517)

Chad Crockett is the branch manager for the Safford office and a principal at Bowman with more than 15 years of experience in civil engineering. Chad has worked with clients from design through construction on numerous water, wastewater, roadway, drainage, and site designs. Throughout his career, Chad has been involved in all facets of the design and construction of large infrastructure projects coupled with residential, commercial, and industrial developments. His expertise includes infrastructure planning, analysis, engineering design, engineering and construction analysis, and project management. A large number of Chad's projects are for rural Arizona communities, and he understands the challenges rural governments face. In addition, Chad's proximity to the project site will allow him to easily meet in person for project meetings rather than by video conference.

Experience

14th Avenue Road Reconstruction | Safford, AZ

Chad served as the project manager for the redesign of 14th Avenue between Relation Street and 8th Street. 14th Avenue was a continuous maintenance problem due to poor drainage and severe cracking. The new road design included two travel lanes, a center turn lane, bike lanes, and sidewalk. To prevent future road cracking the designed pavement section included a combination of lime stabilized soil, aggregate base course, and asphaltic concrete. Water main and recycled water main design was also included in the project scope. During construction Chad made regular site visits to inspect construction quality and progress.

Shannon Road Resurfacing | Clifton, AZ

Shannon road is 2,200-ft-long residential road which was past its useful life. As the project manager Chad first evaluated existing road and drainage conditions prior to beginning the design to identify troublesome areas. Chad coordinated with a geotechnical subconsultant to design the most cost-effective structural section with a 20-year design life. Chad also coordinated with local water and natural gas utility providers to lower their existing utilities so they would not be in conflict during road construction. During construction Chad made regular site visits to inspect construction quality and progress.

Paradise and Ward Canyon Lift Stations | Clifton, AZ

The Town of Clifton's sewer collection system consists of gravity sewer pipe and two lift stations. Almost all of the Town's sewer passes through both lift stations. Both lift stations had continual maintenance problems causing Town crews to make late night and weekend service calls to keep the pumps operational. Chad served as the project manager for the evaluation and redesign of the Paradise and Ward Canyon Lift Stations. After evaluating the lift stations Chad determined the existing lift station sumps were in good condition and a new lift pump station could be installed over the existing sumps. The suction lift pump station design relocates the pumps above ground, making maintenance easier and requiring only one person instead of two. Construction is underway.

Jace Elkins, PE

Assistant Project Manager

Education

BS, Civil Engineering, Northern Arizona University

Registrations

Professional Engineer: Arizona
(#74392)

Jace Elkins is a driven engineer who values client relationships and quality engineering. Throughout his career, he has been involved in design and construction on commercial and residential projects throughout the State of Arizona. His expertise includes hydrology and hydraulic modeling, grading and drainage design, utility design, irrigation design, and site development. More recently, Jace has provided regular engineering insight for future Town of Pima projects.

Experience

Sports Recreation Park - Town of Pima | Pima, AZ

Jace served as the project manager and provided multiple design layouts for the Town of Pima Sports Recreation Park. The design consisted of layout and grading for soccer fields, baseball/softball fields, basketball courts, pickle ball courts, volleyball sand pits, a playground area, a concession stand, grass open space, a running path and parking areas.

Project Funding Assistance - Town of Pima | Pima, AZ

Most state and federal project funding opportunities require engineering and construction cost estimates. Jace has provided design proposal and construction cost estimates for multiple projects throughout the Town, including the following:

- Main Street – Jace made a site visit and provided an engineering and construction cost estimate for the road widening, sidewalk installation, drainage, and other improvements
- Tripp Canyon Road – Jace made a site visit and provided an engineering design proposal for the widening of the existing road
- Highway 70 & Pima High School intersection – Jace made a site visit and provided a design proposal for the highway signal and road design.
- 300 South & Ash Creek Bridge – Jace made a site visit and visually inspected the bridge and is currently working on a design proposal

Existing Pavement Analysis | Clifton, AZ

The Town of Clifton received grant funding to evaluate and create a report of Town's streets pavement condition. As the project manager Jace visually inspected the Town's streets and rated their condition. Using the ratings Jace prepared a report which included the pavement condition, needed improvements, and construction cost estimates. Using the report the Town can better budget yearly pavement maintenance and/or replacement.

Spring Canyon Estates | Thatcher, AZ

Project Manager. In execution of the term contract, Bowman provided survey and civil engineering services for a residential land development project. The project consisted of 134 new single-family lots and associated roadway and utility infrastructure. The project required coordination with the Town of Thatcher as the project was previously approved over a decade ago and needed to be updated to current town standards.

Scott Meredith

Engineer - Structural

Education

B.S. Civil Engineering, Northern
Arizona University, Flagstaff, AZ

Registrations

Professional Engineer:
Arizona (#58510)

Areas of Expertise

Structural Design
Stormwater Control: Dams,
Channels, Hydrology, Hydraulics
Grading and Drainage

Scott Meredith is a licensed civil engineer and project manager for Bowman with 12 years of engineering experience, which includes stormwater hydrology and hydraulics analysis, mining reclamation design and construction, roadway design, and structural design and construction.

Experience

Lone Star Project | Safford, AZ

Designed stormwater diversion channels, retention dams, and haul road culverts for mining project. The work included hydrologic and hydraulic modeling and design of stormwater controls, SX concrete structures, retaining walls, headwalls, box culvert structures, and steel pipe support structures and racks.

Mine Hydrology Study | Safford, AZ

Performed hydrology analysis to determine flows in the natural watersheds before and after the Lone Star project. Determined retention dam locations, and capacity required, capacity available, and created drawings of the dam design, layout, and footprint. Completed HEC-RAS analysis of a braided wash in critical locations associated with the project to support permitting activities.

Coronado Drive Realignment | Morenci, AZ

Performed stormwater control design and analysis, roadway geometric analysis and design, and utility coordination and relocation. The design also included roadway realignment and several roadway improvements.

Jay Lively Ice Rink Rebuild | Flagstaff, AZ

As project engineer, Scott performed structural calculations and design work, created construction drawings, and provided construction support. The Ice Rink reconstruction in Flagstaff occurred after the original structure collapsed following a large rain and snow event in the winter of 2010.

Jacobson 5MW Solar PV Facility | Mohave County, AZ

Performed site design including grading and drainage, stormwater controls, and site roads. Designed structures for fencing, transformer foundations, and disconnect rack structures.

Mine Reclamation Project | Miami, AZ

Project engineer for reclamation/remediation project; managed related projects from conceptual design through construction completion. The work included earthwork, pipeline utilities, backup generators, power line construction, design review and construction of concrete hydraulic structures, riprap quarry development and operation, channel revetment installation including riprap and articulated concrete block systems.

Carlos Garcia, PE

Senior Traffic Engineer

Education

Transportation Engineering Certificate,
University of Pittsburgh

B.S. Civil and Environmental
Engineering, University of Pittsburgh

B.S. Civil Engineering, University of
Quindío, Columbia, South America

Registrations

Professional Engineer:

Arizona (#69910)

Virginia (#0402049766)

Washington, DC (#PE908812)

New Jersey (#24GE04728200),

Maryland (#35550)

Pennsylvania (#077442),

Texas (#124260)

South Carolina (#34013)

Georgia (#PE041606)

Delaware (#17757)

North Carolina (#044615)

Illinois (#062069062)

Carlos Garcia has 28 years of progressive transportation engineering experience through the U.S. His experience includes the preparation of traffic impact studies, roadway, and traffic signal plans to support commercial and residential land development. Carlos' experience in the public and private sectors has allowed him to navigate the permitting approval process from local and state reviewing agencies. Carlos is a "hands-on" leader who both manages but is also involved in business development, marketing, proposals, project management/coordination, client maintenance/liaison, invoicing, scheduling, staff supervision/mentoring, traffic engineering analysis, peer reviews, roadway design, and expert testimony.

Experience

Lakeview Avenue Modernization | *City of Colonial Heights, VA*

Project Manager/Lead Traffic Engineer responsible for preparation of traffic studies and design of traffic signal and bicycle/pedestrian facilities to support the proposed roadway improvements. Project included widening a current two-lane roadway to a four-lane section, adding bike lanes, and providing sidewalk improvements per VDOT standards. Project also included drainage improvements, replacement of water and sanitary sewer mains, utility relocations, and right-of-way negotiations/acquisitions.

Route 1 (Jefferson Davis Highway) Roadway Widening | *Stafford County, VA*

Project manager responsible for design of two traffic signals for the intersections of Route 1 and Hope Road and Route 1 and Courthouse Road. Additional responsibilities included pedestrian and bicycle accommodation and reconfiguration of traffic signal phasing to provide protected/permissive phasing for all approaches. These improvements eliminated the current split phase operations at these two locations.

Claiborne Parkway Extension | *Loudoun County, VA*

Project manager responsible for the preparation of traffic studies to support the 4,000-ft extension of Claiborne Parkway from Ryan Road to Croson Lane. Tasks included the preparation of signal warrant studies, clearance times, left turn phase assessments, traffic forecast, pedestrian access, etc. Design and inspection of two traffic signals at the intersections of Claiborne Parkway with Ryan Road and Croson Lane.

Witchduck Road Phase II (Roadway Widening)* | *City of Virginia Beach, VA*

Project manager responsible for developing construction plans to widen Witchduck Road from a four-lane roadway to a six-lane divided roadway. The \$22M project also included installation of a duct bank, relocation of underground utilities, relocation of overhead utilities to the duct bank, installation of a multi-purpose trail to accommodate bicycle and pedestrian traffic, and installation of bus shelters for local transit. Design and preparation of traffic engineering evaluation, traffic signal design at four intersections (permanent and temporary), maintenance of traffic, bicycle and pedestrian accommodation, signing and pavement markings, and QA/QC review for horizontal and vertical roadway design elements.

Jay Yenerich, PE

Transportation Lead Engineer

Education

B.S., Civil Engineering, The University of Texas at Austin

M.S., Civil Engineering, The University of Texas at Austin

Registrations

Professional Engineer: Arizona (#37474), Colorado (#59275), Idaho (#10209), Texas (#138643)

Associations

American Public Transit Association (APTA)

American Society of Civil Engineers (ASCE)

Institute of Traffic Engineers (ITE)

Transportation and Development Institute (T&DI)

Jay Yenerich is a market sector leader for Bowman. He is experienced on a wide variety of transit and highway projects participating in the planning, design and construction of projects. Jay led transit procurements and negotiated scope and fees for over \$50 million of design and construction work. His experience includes implementing transit signal priority, ITS design, fiber optic design, corridor and environmental impact studies, construction cost estimates, and intersection, roadway, and freeway interchange design.

Experience

Last Stop Gas Station* | Mohave County, AZ

Jay was the Project Manager for a traffic signal and the roadway design of left turn lanes for an intersection on US 93 in the ADOT Northwest District. Jay completed a Traffic Signal Warrant Analysis for the new signal. Additionally, the design included new both northbound and southbound left turn lanes which filled in the existing median. Additionally, the traffic signals, signing and striping were design as well. Jay coordinated with Northwest District staff and the adjacent property owner to provide a working solution for this intersection.

Yuma Road and Verrado Road* | Buckeye, AZ

This project included providing a new park-and-ride in downtown Peoria. Jay was the project manager during the design phase of the project. Project included pervious pavements which was a first for a Valley Metro facility and unique xeriscaping. Communications were brought in for safety and security with coordination from City police. The project included FTA coordination, permitting with the City, real estate acquisition and other city coordination.

Cavasson, Nationwide Realty* | Scottsdale, AZ

Project manager for the design of a traffic signal and ITS infrastructure for Nationwide's development at Cavasson. Jay designed new traffic signals for the main entrance into the Cavasson development from Hayden and Miller Road. Three new signals and ITS infrastructure were designed along Hayden and throughout the entire development, linking all new and existing signals at Legacy Parkway. Answered RFIs, submittals, and other items during construction.

Stonehaven, Pulte Homes* | Glendale, AZ

Jay was the project manager for the design of three traffic signals along Cardinals Way at the development for Pulte Homes near State Farm Stadium. The work included extensive utility coordination due to the adjacent SRP water canal system. Traffic signal work required to account for traffic signal operations during construction because two lights were already in place. In addition, due to the SRP structure at one location, an unique signal pole with a 70' mast arm was built.

* Experience prior to joining Bowman

Jonathan Nolan, RLS

Survey Project Manager

Education

A.A. Cochise College
Spanish Major, Arizona State University
Surveying Technology,
Phoenix College

Registrations

Registered Land Surveyor:
Arizona (#55029)

Certifications

Remote Pilot License sUAS Rating
Certification (#4022637)

Jonathan Nolan is a director of survey with over 14 years experience in the survey industry. Jonathan specializes in the use of GPS, 3D Scanning, and UAV Technology. He is experienced in AutoCAD and other survey related software. Jonathan has fostered great relationships with local city governments and the mining community.

Experience

Lone Star Mine | Safford, AZ

Provided inspectors who performed construction quality assurance through daily, monthly and final close out reports. Attended weekly meetings to give oral reports on construction progress. Worked with the owner and the client to fix issues before they became problems. Performed Quantity Verification on all earth moving activities. Produced end of month reports showing volume of material excavated and placed. Bi-Weekly construction documentation through aerial photography. Provided construction layout services as needed throughout the project. Produced marketing videos showing construction milestones.

Highway 191 Realignment | Greenlee County, AZ

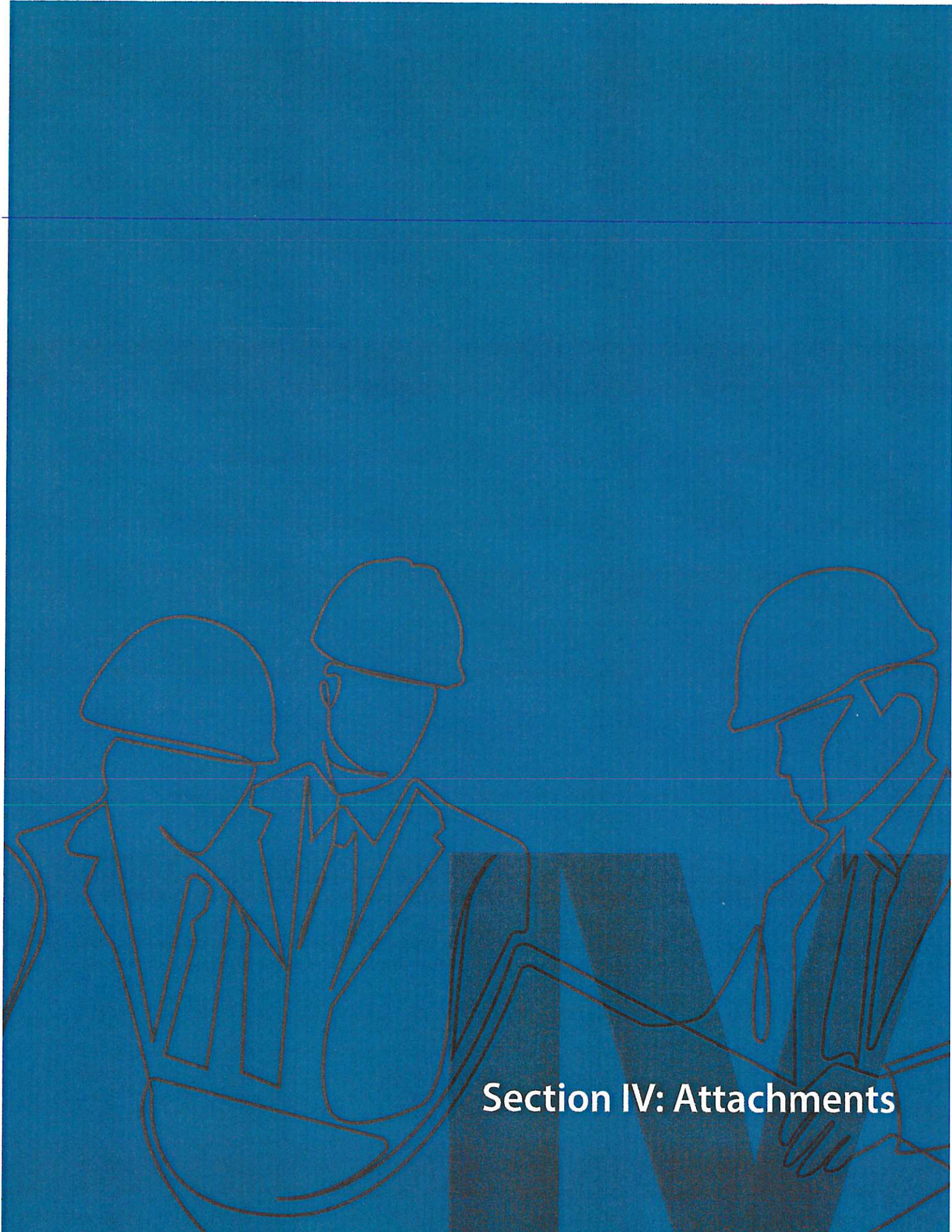
Due to the Morenci Pit needing access to ore the Highway 191 has needed to be realigned various times. Worked with Hayden Construction and Granite Construction on two separate occasions providing survey support and construction layout. We provided services from initial rough grade layout to final as-builts once the project was completed.

Metcalf Mill Expansion | Morenci, AZ

Performed surveying services in support of the construction of a new 16k Optimization facility located at Freeport-McMoran facilities. Surveying services included a site survey, concrete form location checks, embedded items verification, 3D laser scanning, establishing control, topography and as-built drawings. Bowman also performed materials testing services in support of the Metcalf Mill Expansion project including the construction of new facilities located at the existing Metcalf Concentrator.

Southwest Gas Killion Road Pipeline | Apache, AZ

Bowman was contracted to utilize the existing Southwest Gas plans to determine the location of and stake the right-of-way on the ground for this project. Bowman staff was required to research the BLM records and retrace first BLM survey done in the late 1800s. The challenge to this project was the time frame in which the client needed the stakes to be in the ground and the available evidence. Through diligent research and field work, Bowman was able to complete the project in a timely manner. As a result, Southwest Gas extended Bowman's scope of work to include legal descriptions, exhibits and further construction staking on this project.



Section IV: Attachments

Section IV: Exhibit A

FY 2023/2024 THROUGH FY 2025/2026 PROFESSIONAL SERVICES SELECTION LIST for ON-CALL CIVIL ENGINEERING AND LAND SURVEYING SERVICES

----- PART B -----

EXHIBIT "A" PRIME CONSULTANT INFORMATION SHEET (Complete and Return with Your Qualifications Statement)

PROJECT: On-Call Civil Engineering & Land Surveying Services

FIRM NAME: Bowman Consulting Group Ltd.

Address of Primary or Corporate Headquarters	12355 Sunrise Valley Dr., Suite 520
	Reston, VA 20191
Name of Principal, Title	Chad Crockett, Principal
Address of Local Office	305 E. 4th Street
	Safford, AZ 85546
Phone	928.428.3898
Fax	
e-mail	ccrockett@bowman.com
Discipline / Service	Civil Engineering
	Land Surveying
Name & Title Who will Execute Agreement	Chad Crockett, Principal
Name & Title Who will Receive Notices (Article 3)	Chad Crockett, Principal
Address of Primary or Corporate Headquarters	12355 Sunrise Valley Dr., Suite 520
	Reston, VA 20191
Name of Contracts Contact Person	Chad Crockett
Phone	928.428.3898
Fax	

Section IV: Exhibit B

FY 2023/2024 THROUGH FY 2025/2026 PROFESSIONAL SERVICES SELECTION LIST for ON-CALL CIVIL ENGINEERING AND LAND SURVEYING SERVICES

----- PART B -----

EXHIBIT "B" PRIME CONSULTANT/SUBCONSULTANT THREE-YEAR CONTRACT HISTORY (Relevant Project Sampling - Complete and Return with Your Qualifications Statement)

PROJECT: On-Call Civil Engineering & Land Surveying Services

FIRM NAME: Bowman Consulting Group Ltd

CLIENT	PROJECT NAME OR SERVICES PROVIDED	CONTRACT COMPLETION DATE (if current, so state)		TOTAL FEES PAID	REFERENCE NAME AND TEL/FAX NUMBER
		Start	Complete		
City of Safford	14th Avenue Road Design (Engineering & Surveying)	Aug 2020	Oct 2021	\$110,000	Lance Henrie 928-432-4190
City of Safford	Hollywood Road Design (Engineering & Surveying)	Jan 2022	Current	\$162,945	Gabe Bowman 928-432-4267
City of Safford	Highway 70 & 2nd Ave Drainage (Engineering & Surveying)	Nov 2020	Aug 2021	\$20,000	Lance Henrie 928-432-4190
Town of Clifton	Pavement Assessment Study (Engineering)	Feb 2023	May 2023	\$97,000	Rudy Perez 928-865-4146
City of Safford	CITY OF SAFFORD LEBANON ROAD WATER MAIN (Survey)	Mar 2023	Current	\$100,160	Dina Miller 520-206-9585
Graham County	Little Hollywood Boundary Surveys (Survey)	Jan 2021	Apr 2021	\$11,100	Dustin Welker 928-428-3250
Greenlee County	Greenlee County Airport Topographic Mapping (Survey)	Feb 2020	May 2020	\$8,507	Reed Larson 928-865-4762
City of Willcox	Scott Street Drainage & Road Design (Engineering & Surveying)	June 2023	Current	\$51,000	Jeff Stoddard 520-766-4211
Town of Mammoth	Mammoth Water System Design - USDA (Engineering & Surveying)	Jan 2021	Current	\$574,000	Patsy Armenta 520-487-2331

FY 2023/2024 THROUGH FY 2025/2026 PROFESSIONAL SERVICES SELECTION LIST
for ON-CALL CIVIL ENGINEERING AND LAND SURVEYING SERVICES

----- PART C -----

IX. FIRM/INDIVIDUAL INFORMATION FORM

By sending a Statement of Qualifications, the submitting firm/individual certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Bowman Consulting Group Ltd

FIRM / INDIVIDUAL SUBMITTING
PROPOSAL

16001-4

FIRM REGISTRATION #

Chad Crockett, Principal-Branch Manager

PRINTED NAME AND TITLE



AUTHORIZED SIGNATURE

305 E. 4th Street

ADDRESS

928.428.3898

TELEPHONE

FAX #

Safford

TOWN

AZ

STATE

85546

ZIP

12/22/2023

DATE

WEB SITE

bowman.com

EMAIL ADDRESS

ccrockett@bowman.com

Bowman

ABOUT ME

-  25 years in Education
-  14 years Property Management
-  8 years Mortgage Loan Officer
-  6 years Realtor
-  Lifelong resident of Pima

CONTACT

Town of Pima
Planning and Zoning
110 W Center St.
Pima, AZ 85543

LORI TALAVERA

TO WHOM IT MAY CONCERN:

I am writing to express my interest in the upcoming position on the Planning and Zoning Committee.

I am very impressed with the committee's positive impact on the community. Pima is growing both commercially and residentially. I am confident that my love for this town, passion for real estate, and skills and experiences would positively contribute to the Town of Pima.

The opportunity to serve on this committee and serve the town's residents is exciting, and my commitment and dedication would make a meaningful impact.

Thank you for your time and consideration. I look forward to hearing from you.

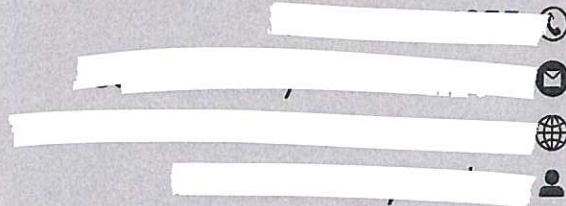
Sincerely,



Lori Talavera



Sarah Mabry



December 7th, 2023.

Town of Pima-Planning and Zoning,

I'm currently in the process of advancing my career and feel I would be a great fit for your Planning and Zoning board. I have a degree in Business Administration from Eastern Arizona College, I am an active real estate agent in the state of AZ and own and operate a small business within Graham, Greenlee and Cochise Counties (Desert Skies Services). I have been a Realtor for the past 6 years, as well as a property manager for 5 of those 6 years. I have 3 sons, all who go to Pima Unified School Districts. Not only am I highly interested in this position for my career and community, but also for the future of my children.

My experience in my field of work, has shown me the importance of growth and developement within our community, while maintaining a health and safety mindset for present and future residents and businesses. Thank you for your time and consideration!

Kind regards,

Sarah Mabry

Sarah Mabry

Moriah Saline

Pima, Arizona

November 13, 2023

Town of Pima – Planning and Zoning Committee
110 W Center St.
Pima, AZ 85543

Subject: Letter of Intent to Join the Planning and Zoning Committee

Dear Members of the Planning and Zoning Committee,

I am writing this letter to express my strong interest in becoming a member of the Planning and Zoning Committee of Pima, Arizona. As a resident and community advocate, I am passionate about promoting responsible and sustainable growth, and I believe joining this esteemed committee would allow me to actively contribute to the development of our beautiful town.

Having lived in Pima for several years, I have witnessed firsthand the importance of thoughtful planning and zoning decisions. I am impressed by the current work done by the committee in ensuring Pima's development aligns with its unique character and maintains its small-town charm while supporting economic growth. I am inspired to be a part of this crucial process and contribute my skills and knowledge for the betterment of our community.

I currently am receiving my Bachelor's degree in Urban Planning from Arizona State University and have gained significant professional experience in the field. During my studies, I specialized in sustainable urban development, GIS and acquiring an in-depth understanding of the intricacies involved in community development. With this, I have developed communication and collaboration skills, enabling me to effectively engage with diverse stakeholders and work towards consensus-driven solutions. I am currently an Intern for the Town and would love to add this experience to help equip me with a solid foundation in urban planning principles and hone my ability to analyze complex situations to reach well-informed decisions.

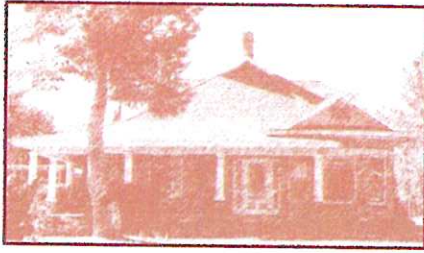
If given the opportunity, I am committed to dedicating my time and expertise to the Planning and Zoning Committee. I am eager to contribute my knowledge of sustainable development, awareness of land-use regulations, and strong analytical abilities to foster thoughtful growth that preserves our town's integrity.

Thank you for considering my letter of intent to join the Planning and Zoning Committee. I am looking forward to the possibility of serving our community in this capacity. I am available for an interview at your convenience to further discuss my qualifications and how I can contribute to the team.

Please feel free to reach me at _____ to schedule a meeting. Thank you for your time, and I anticipate the opportunity to work alongside you all for the betterment of Pima, Arizona.

Yours sincerely,

Moriah Saline



Diane Drobka

Pima, AZ 85543

November 30, 2023

Town of Pima
110 W. Center
Pima, AZ 85543

Mayor Paul and Pima Town Council:

It has been an honor to serve on the Pima Planning and Zoning Board since 2016 and be involved in significant matters such as development of the first Pima Town Plan, revisions in zoning, considerations for annexations, approval of new subdivisions, needs for better roads, and other decisions involving the future of our community. Prior to that, I served as the Chair of the Board of Adjustments for 10 years, leading discussions on requests for variances from the public and forwarding our recommendations to Planning and Zoning.

Throughout those 18 years, I have continually learned more about our Town and hope to stay involved in its future. I'm excited about our new fire station (across from our house) and new library, and am coordinating our local native plant society chapter to do some landscaping there.

Over the past several years, I've seen our P&Z Board's ever-increasing involvement in serving the Town Council with research and proposals for your consideration. And with Pima's certain future growth, it will be even more important to continue that service to ensure our citizens' quality of life.

Our P&Z Board is now becoming better organized to follow requirements for terms for our appointments, which had never really been discussed. In that light, I am one of three Board members, along with Daryl Weech and Scott Howell, whose terms will expire at year's end, and it will be up to you, the Mayor and Town Council, to appoint future Board members.

I would be happy to serve another term on the P&Z Board if you so desire. I have been very active and would continue to do so. I do realize that you must weigh having experienced Board members with the option of bringing on new people with fresh ideas and will respect whatever decision you make. Thank you for your consideration.

Diane Drobka

admin@pimatown.az.gov

From: Daryl Weech
Sent: Sunday, December 24, 2023 7:54 AM
To: admin@pimatown.az.gov
Subject: P & Z letter of interest

I would like to submit my name for consideration to be re-appointed to the Town of Pima Planning and Zoning board.
Thank you,
Daryl Weech

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	3				4	2		1	10
Sept			1		4			4	9
Oct	2				2	1		2	7
Nov	2	1			1			2	6
Dec	1				7			1	9
Total	20	2	2		46	11		31	112

* 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 Town Council Monthly Report / Pima Police Department Nov-23

DR#/ ARREST/CIT/WAR

Total	131	Adult Felony Arrests	12
Radio Assigned	114	Adult Misdemeanor Arrests	11
On View Activity	17	Juv. Misdemeanor Arrests	1
301DR#/Arrest/cit/war	31/8/2/6	Juv. Felony Arrests	2
302 DR#/Arrest/cit/war	24/2/2/3	Bookings	15
305 DR#/Arrest/cit/war	8/3/1/0	Total Arrests	26
306/DR#/Arrest/cit/war	22/3/1/3		
307DR#/Arrest/cit/war	35/8/7/8		
308/DR#/Arrest/cit/war	11/2/0/0		

calls

Agency assist	13	Disorderly	3
Civil Standby	4	Harassment/Threats	0
DUI	1	Drugs	1
Animal Problem	6	Illegal Burning/ Littering	0
Alarm Call	2	Assault/stabbing	2
ATV Complaint	1	Trespassing	0
Burglary	0	Vehicle Impound	0
Citizen Assist	11	911 Hangup	0
Criminal Damage	1	Prowler	0
Civil Matter	4	Escort	1
Drug Related	2*	Fraud	0
Domestic Violence	5	Costodial Interference	0
Traffic Offense	4	Unwanted Person	1
Fight/Disturbance	1	Suspended License	0
Found Property	3	Order of Protection	0
Juvenile Problem	5	Alcohol Offense	0
Medical/EMT	8	Unattended Death	0
Suspicious Activity	6	Missing Person	0
Stolen Vehicle	0	Unsecure Property	0
Theft	5	Attempt Suicide	0
Traffic Complaint	2	Child Abuse	0
Search Warrant	1*	Party	0
Welfare Check	10	Lost property	0
Wanted Person	1	Parking Problem	1
Weapons Offense	0	Utility Problem	0
Fire	2	Recovered Property	2
Pursuit	3	Canine	1
Papers Served	2	Phlebotomy	0
Vehicle Collisions	2	Premise check	0
Information Reports	5	Follow up	5
Loud Music	4	UDA-persons	13**

Pima Town Council Monthly Report / Pima Police Department DEC-23

DR#/ ARREST/CIT/WAR

Total	119	Adult Felony Arrests	6
Radio Assigned	76	Adult Misdemeanor Arrests	8
On View Activity	43	Juv. Misdemeanor Arrests	0
301DR#/Arrest/cit/war	20/5/2/4	Juv. Felony Arrests	2
302 DR#/Arrest/cit/war	21/1/2/3	Bookings	9
305 DR#/Arrest/cit/war	24/3/4/5	Total Arrests	16
306/DR#/Arrest/cit/war	35/6/6/9		
307DR#/Arrest/cit/war	19/1/8/7		
308/DR#/Arrest/cit/war			

calls

Agency assist	14	Disorderly	1
Civil Standby	2	Harassment/Threats	1
DUI	2	Drugs	1
Animal Problem	7	Illegal Burning/ Littering	0
Alarm Call	2	Assault/stabbing	0
ATV Complaint	1	Trespassing	0
Burglary	0	Vehicle Impound	2*
Citizen Assist	16	911 Hangup	0
Criminal Damage	0	Prowler	0
Civil Matter	0	Escort	2
Drug Related	6*	Fraud	0
Domestic Violence	2	Costodial Interference	0
Traffic Offense	4	Unwanted Person	1
Fight/Disturbance	1	Suspended License	3*
Found Property	1	Order of Protection	0
Juvenile Problem	5	Alcohol Offense	0
Medical/EMT	6	Unattended Death	0
Suspicious Activity	5	UDA	2-12*
Stolen Vehicle	0	Unsecure Property	0
Theft	1	Attempt Suicide	0
Traffic Complaint	1	Child Abuse	1
Search Warrant	1*	Party	0
Welfare Check	8	Lost property	0
Wanted Person	3	Parking Problem	0
Weapons Offense	0	Utility Problem	3
Fire	5	Recovered Property	0
Pursuit	1	Canine	2
Papers Served	0	Phlebotomy	1
Vehicle Collisions	2	Premise check	0
Information Reports	6	Follow up	5
Loud Music	2	Sex Offense	2

Pima Police Department Yearly Totals

Totals	2023	2022	2021	2020	2019	2018	2017	2016	2015
Calls for service	1302	1311	1739	1796	1703	1520	1212	1378	1391
On View	230	235	442	490	385	193	130	155	153
Citation/Warning	391	484	491	889	566	389	296	310	400
Bookings	98	98	168	188	131	149	159	105	80
DUI	15	8	25	27	10	8	8	10	7
Total Arrests	168	162	245	232	156	190	196	145	137
Theft	17	14	30	46	41	50	46	59	71
Burglaries	2	5	13	17	16	14	13	8	17
Drugs	12	15	31	36	20	33	16	20	16
Sex Offence	4	4	2	8	5	4	7	7	6

PIMA PUBLIC LIBRARY

Monthly Statistical Report

November 2023

CIRCULATIONS

Currently checked out: 429

Currently overdue: 74

TOTAL MONTHLY CIRCULATIONS: 1575 (# of items checked in and out)

HOLDINGS

Books- 13,477 AudioBooks- 140 DVD's- 1,835

TOTAL HOLDINGS: 15,452

PATRONS (registered card holders)

Admin/Board: 12

New Patrons Added: 6

Adults: 1,183

Children: 291

Family/Inst: 308

Restricted: 289

TOTAL PATRONS: 2083

HOURS OF OPERATION: 144

NUMBER OF DAYS OPEN: 16

LIBRARY ATTENDANCE: 877

OF COMPUTER USERS: 0

PROGRAMS & OUTREACH

OF PROGRAMS/ATTENDANCE

Community Groups 3 6

LEGO Club 6 66

Movie Night 0 0

School Groups 2 19

Story Time 3 31

TOTAL: 14 122

VOLUNTEERS: 3 HOURS GIVEN: 1.5

FINANCIAL

Fines \$ 3224 Copies \$ 11.25 Fax \$ 3.00 Sale Room \$ 7.10

Lost \$ 2.00 Donations \$ 0 (less) Petty Cash \$ 40.51

TOTAL INCOME \$ 15.08

PIMA PUBLIC LIBRARY

Monthly Statistical Report

Dec 2023

CIRCULATIONS

Currently checked out: 375

Currently overdue: 30

TOTAL MONTHLY CIRCULATIONS: 1,286 (# of items checked in and out)

HOLDINGS

Books- 13,495 AudioBooks- 139 DVD's- 1,837

TOTAL HOLDINGS: 15,471

PATRONS (registered card holders)

Admin/Board: 12

New Patrons Added: 2

Adults: 1,185

Children: 290

Family/Inst: 309

Restricted: 289

TOTAL PATRONS: 2,085

HOURS OF OPERATION: 135

NUMBER OF DAYS OPEN: 15

LIBRARY ATTENDANCE: 809

OF COMPUTER USERS: 0

PROGRAMS & OUTREACH

OF PROGRAMS/ATTENDANCE

Community Groups 4 8

LEGO Club 6 70

Movie Night 0 0

School Groups 0 0

Story Time 3 39

TOTAL: 13 117

VOLUNTEERS: 1 HOURS GIVEN: 1

FINANCIAL

Fines \$ 90²⁰ Copies \$ 3⁹⁰ Fax \$ 5⁵⁰ Sale Room \$ 9³⁰

Lost \$ 43⁵⁰ Donations \$ 113²⁵ (less) Petty Cash \$ -1¹⁰

TOTAL INCOME \$ 264⁹⁵



Pima Town Council
Quarterly Statistical Report
 2023 - 2024
 Quarter 2

QTR. 1 July - August - September
 QTR. 2 October - November - December
 QTR. 3 January - February - March
 QTR. 4 April - May - June

MEMBERSHIP:

Total Membership:

	QTR. 1	QTR. 2	QTR. 3	QTR. 4
Fire:	30	30		
EMS Reserves:	4	4		
Police EMS:	2	1		
Police Fire:	1	1		
Total:	37	36	0	0

Total Medical:

	QTR. 1	QTR. 2	QTR. 3	QTR. 4
EMT / RN:	2	2		
Paramedic:	5	5		
AEMT:	1	1		
EMT:	6	6		
Total:	14	14	0	0

TRAINING:

Types of Training:

	QTR. 1	QTR. 2	QTR. 3	QTR. 4
Business Meetings:	2	3		
Other Meetings:	4	3		
Fire Training:	7	4		
EMS Training:	1	0		
Total:	14	10	0	0

FIRES:

Locations:

	QTR. 1	QTR. 2	QTR. 3	QTR. 4
Town:	8	9		
District:	6	4		
Other:	1	0		
Total:	15	13	0	0

EMS:

Locations:

	QTR. 1	QTR. 2	QTR. 3	QTR. 4
Town:	51	26		
District:	21	18		
Other:	1	1		
Total:	73	45	0	0