

PIMA TOWN COUNCIL
REGULAR MEETING – TUESDAY, NOVEMBER 14, 2023

Pursuant to A.R.S. §38- 431.02, notice is hereby given to the members of the Town Council of the Town of Pima and the general public, that the Town Council will hold its meeting on Tuesday, November 14, 2023, beginning at 7:00pm, in the Pima Town Hall located at 110 W Center, Pima, Arizona 85543

Call to Order:

Prayer:

Pledge of Allegiance:

Roll Call:

Approval of Minutes of the Regular Town Meeting held October 10, 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 Wreaths Across America: (Leslie Cuning & Kat Sticklin)
2. Discussion and possible action regarding FY 2023 Audit: (Nick Large, Colby & Powell Audit Services)
3. Discussion and possible action regarding amending Article 2-6 of the Town Code (Planning & Zoning): 2nd Reading: (Jimmie Lofgreen)
4. Discussion and possible action to re-invest money in another CD: (Manager, Vernon Batty)

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)
6. Discussion and possible action regarding the IGA between the Town of Pima and Pima Unified School District: (Manager, Vernon Batty)
7. Discussion and possible action about the new Circle K needing collateral from the Town: (Manager, Vernon Batty)
8. Discussion and possible action regarding Quit Claiming property for Mitchell Beals: (Manager, Vernon Batty)

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

- A. Soccer Field Grand Opening update
- B. Smart and Safe Fund Grant
- C. Railroad Crossing update

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, OCTOBER 10, 2023

Call to Order:

Mayor Brian Paull called the meeting to order at 7:00 p.m.

Prayer:

Mayor Brian Paull gave the prayer.

Pledge of Allegiance:

Vice Mayor Sherrill Teeter led the Council and audience in the pledge of allegiance.

Roll Call:

COUNCIL MEMBERS PRESENT: Mayor Brian Paull, Vice Mayor Sherrill Teeter, Councilmember Teresa Bailey

COUNCIL MEMBERS ABSENT: Councilmember Lucas Hoopes, Councilmember C.B. Fletcher

STAFF MEMBERS PRESENT: Vernon Batty, Town Manager; Jon Paladini, Town Attorney; Jimmie Lofgreen, Public Works Director; Evan Stringfellow, P&Z Administrator; Cody Marshall, Town Clerk

GUESTS: David Bell, John Howard, and others.

Approval of Minutes of the Regular Town Meeting held September 12, 2023.

Vice Mayor Teeter motioned to approve the minutes from the September 12, 2023 Regular Meeting and seconded by Councilmember Bailey. Motion carried unanimously.

CALL TO THE PUBLIC: None

DECLARATION ON CONFLICT OF INTEREST: None

PUBLIC HEARING:

Mayor Paull opened the Public Hearing in compliance with A.R.S. § 38-431.02 to take input and discuss the proposed Pima Sports Complex

Manager Batty explained that he is seeking a Grant through AZ State Parks for \$1million dollars that is a 50/50 match and working on a companion grant to help with the match as well and also planning to apply to United Way for the rest of the funds to total \$2million dollars. If all goes through, it would be no out of pocket for The Town. The plan would be to use the Grant to construct facilities out by the soccer fields (Arena Way) that would include but not limited to:

Concession Stand
Bathroom
Covered Playground
Basketball Court
Sand Volleyball Court
Pickle Ball Courts that could convert to Tennis Courts
Fence, Sidewalk, Parking, and Lighting

Timilie Carragher from the Public mentioned that she would like to see the parks we currently have be enhanced with possibly ADA equipment and possibly a fence around the pool. Manager Batty stated that he would talk to State Parks to see if he could split the grant to different areas. He also stated that currently there is not funds in the budget for upgrading or adding parks. And if he turned the grant in by this month, he would probably know by March if approved and possible funds by July.

No other comments were made.

Mayor Paull closed the Public Hearing at 7:10 p.m.

COUNCIL BUSINESS:

1. Discussion and possible action regarding donating \$1000.00 to the Graham Economic Partnership: (Vernon Batty)
Vernon mentioned that this was an agenda item from the last meeting that needed action.

Councilmember Bailey motioned to approve donating \$1000.00 to the Graham Economic Partnership and seconded by Vice Mayor Teeter. Motion carried unanimously.

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

There was not representation present for Wreaths Across America.

3. Discussion and possible action regarding Quit Claiming property: (Mitchell Beals)

Mitchell Beals presented his plan for Quit Claiming property to the Town and to have the Town do the same along 200 East and 800 South to clear up some property alignments. Councilmember Bailey asked for Attorney advice with concerns of future issues in doing this and wanted more information. Attorney

Paladini agreed it wouldn't be a bad idea to revisit this item and postpone until next month's meeting.

Vice Mayor Teeter motioned to table this agenda item for next month's meeting and seconded by Councilmember Bailey. Motion carried unanimously.

4. Discussion regarding Public Works hours to 4-10's: (Vernon Batty)

Manager Batty mentioned to the Council that the DOC will be cutting back our time that we will be getting inmates to work for us to Tuesdays and Thursdays only. When this happens, it is his intention to change our Public Works schedule from 5-8's to 4-10's. The Council agreed to the idea of changing Public Works schedule to 4-10's if needed.

5. Discussion and possible action regarding amending Article 12-3-2 of the Town Code (Agricultural Residential Zone): 2nd Reading: (Jimmie Lofgreen)

Public Works Director Jimmie Lofgreen read the Second Reading for Ordinance 2023-07 (Agricultural Residential Zone)

Vice Mayor Teeter motioned to approve the second reading for ordinance 2023-07 and seconded by Councilmember Bailey. Motion carried unanimously.

6. Discussion regarding amending Article 2-6 of the Town Code (Planning & Zoning): 1st Reading: (Jimmie Lofgreen)

Public Works Director Jimmie Lofgreen read the First Reading for amending Article 2-6 Planning & Zoning Membership and Voting.

Vice Mayor Teeter suggested changing the wording under Voting for the Second Reading to state that "The affirmative vote of "the majority of a quorum" (instead of "four members") shall be required for a passage of any matter before the commission. This change will be made for the Second Reading.

7. Discussion and possible action regarding the Alfredo & Sandra Contreras zoning variance located at 501 S 200 E: (Vernon Batty)

Manager Batty stated that the Contreras' are not present and they did not bring in any proof of a permit for a manufactured home or receipts for money already invested that they had told the Council at the last meeting that they had. He also informed the Council that they had brought in a permit for an RV and a permit for a fence last week (Sept. 28, 2023), which the Contreras' were informed they were denied, although they already have an RV and fence on their property.

(Councilmember Hoopes joined the meeting via phone)

Vice Mayor Teeter motioned to not approve the variance as stated on the agenda and seconded by Councilmember Bailey. Motion carried unanimously.

(Councilmember Hoopes exited the meeting at 7:45 p.m.)

CONSENT AGENDA:

MANAGER'S REPORT:

Manager Batty stated that The Town was able to chip Seal about 4.25 miles. He appreciates the help from The County and the hard work from our Public Works Department, the Police Department for traffic control. And also The Town appreciated everyone's patience as improvements were made.

The date for The Soccer Field Grand Opening will be Saturday, November 4, 2023 starting at 8:00 a.m. at the New Soccer Field. A food truck will be out there serving breakfast.

FINANCIAL REPORT
BUILDING PERMIT REPORT
POLICE REPORT
LIBRARY REPORT
PLANNING AND ZONING
FIRE DEPARTMENT
COUNCIL REPORT:

Vice Mayor Teeter informed the Council she will be distributing information for the 7th Annual Wish Tree.

ADJOURNMENT:

Vice Mayor Teeter motioned to adjourn the Regular Meeting at 7:53 p.m. and seconded by Councilmember Bailey. Motion carried unanimously.

TOWN COUNCIL MEETING
PUBLIC PARTICIPATION FORM
AGENDA ITEM

Town of Pima



NAME: Wreaths Across America PHONE: 928 250 2880
Leslie Cunning
Kat Sticklin

AGENDA ITEM:

Wreaths Across America

MEETING DATE: Oct 10 2023

All public requests to put an item on the Town Council Meeting agenda must be submitted to the Pima Town Clerk a week prior to the meeting, using this form. Speakers will be recognized by the mayor (or presiding officer) and will be called to the podium. The following rules apply to all public participation when attending a Town Council meeting:

Persons attending meetings of the Town Council shall observe rules of propriety, decorum, and good conduct, and shall refrain from impertinent or slanderous remarks. Personal attacks upon Council members, staff personnel, or other persons in attendance or absent by individuals who address the Town Council are discouraged. Undue interruption or other interference with the orderly conduct of a meeting of the Town Council will not be allowed. Presenters are cautioned that statements or representations concerning others that convey an unjustly unfavorable impression may subject the presenter to civil action for defamation. Comments on matters involving complaints will not be permitted. The mayor may terminate a speaker's privilege to address the Town Council if, after being called to order, the speaker persists in improper conduct or remarks. Undue interruption or other interference with the orderly conduct of the Town Council business shall result in the offending persons being barred from further audience before the Town Council. It is requested that there be no disruptive applause or dissent during the meeting.

SIGNATURE OF REQUESTOR: Leslie Cuning DATE: 9/20/23

ORDINANCE NO. 2023-08

AN ORDINANCE OF THE COUNCIL OF THE TOWN OF PIMA, ARIZONA, AMENDING THE TOWN OF PIMA CODE CHAPTER 2 MAYOR AND COUNCIL, ARTICLE 2-6 PLANNING AND ZONING BY AMENDING SECTION 2-6-1 MEMBERSHIP AND SECTION 2-6-5 VOTING; RELATED TO THE PLANNING AND ZONING COMMISSION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR PENALTIES.

WHEREAS, the Town Council of the Town of Pima has determined it is in the Town's best interest to amend the Town Code Chapter 2 Mayor and Council, Article 2-6 Planning and Zoning, Section 2-6-1 Membership and Section 2-6-5 Voting;

WHEREAS, in accordance with Article II, Sections 1 and 2, Constitution of Arizona, and the laws of the State of Arizona, the Town Council has considered the individual property rights and personal liberties of the residents of the Town and the probable impact of the proposed ordinance on the cost to construct housing for sale or rent before adopting this ordinance;

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Pima, Arizona, as follows:

Section I. In General.

The Pima Municipal Code, Chapter 2 Mayor and Council, Article 2-6 Planning and Zoning, Section 2-6-1 Membership is hereby amended to read as follows (new text in ALL CAPS; deletions in ~~strikethrough~~):

ARTICLE 2-6 PLANNING AND ZONING

Section 2-6-1 Membership

A. THE PLANNING AND ZONING ADMINISTRATOR SHALL BE THE VOICE OF THE TOWN IN ALL MATTERS COMING BEFORE THE COMMISSION. THE ADMINISTRATOR WILL HAVE A VOICE IN EVERY MEETING HELD BY THE COMMISSION. THE ADMINISTRATOR WILL ADVISE THE COMMISSION ON WHAT IS HAPPENING IN THE TOWN AND WHAT THE TOWN COUNCIL HAS DIRECTED THE COMMISSION TO MOVE TOWARD FOR THE BETTERMENT OF THE TOWN.

~~A.B.~~ The Planning and Zoning Commission shall be composed of a total of seven members, at least five of which shall be residents of the town, and a

maximum of two that live within 20 miles and have a vested interest in the town (i.e. property, and/or business owners). The members of the commission shall be appointed by the mayor, subject to the approval of the council. These appointments shall be for a period of three years each, with the terms of members so staggered that the terms of no more than three members shall expire in any one year, except that in the event of death or resignation of a member the vacancy may be filled for the unexpired term. The term of all members shall extend until their successors are qualified; except that three successive unexcused absences or unexplained absences from any regular or special meeting shall be grounds for termination at the will and pleasure of the Planning and Zoning administrator without the necessity of a hearing or notice and such action shall be final.

- B.C.** Terms shall begin on January 1st, with the Planning and Zoning Administrator beginning the selection process in October of the previous year.
- C.D.** All members shall serve without pay. Members of the commission may be reimbursed for actual expenses incurred in connection with their duties upon authorization or ratification by the commission and approval of such expenditures by the Planning and Zoning Administrator.

The Pima Municipal Code, Chapter 2 Mayor and Council, Article 2-6 Planning and Zoning, Section 2-6-5 Voting is hereby amended to read as follows (new text in ALL CAPS; deletions in ~~strikethrough~~):

ARTICLE 2-6 PLANNING AND ZONING

Section 2-6-5 Voting

Four members shall constitute a quorum. The affirmative vote of ~~four members~~ **THE MAJORITY PRESENT** shall be required for a passage of any matter before the commission. The minutes of the meetings shall reflect the "ayes" and "nays" cast on a particular measure and shall reflect the vote of each member present. A member may abstain from voting only upon a declaration that he has a conflict of interest in which case such member shall take no part in the deliberations on the matter in question. **THE PLANNING AND ZONING ADMINISTRATOR WILL NOT HAVE VOTING PRIVILEGES WITHIN THE COMMISSION.**

* * *

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section III. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, 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.

Section IV. Providing for Penalties.

As stated in Article 1-8 Penalty, Any person found guilty of violating any provision of this code shall be guilty of a misdemeanor, and upon conviction thereof shall be punished.

PASSED AND ADOPTED by the Council of the Town of Pima, Arizona, this 14th day of November, 2023.

Brian Paull, Mayor

ATTEST:

Cody Marshall, Town Clerk

APPROVED AS TO FORM:

Jon Paladini, Town Attorney
Pierce Coleman PLLC

Number of Councilmembers Present: _____
Number of Votes For: _____
Number of Votes Against: _____
Number of Abstentions: _____

CERTIFICATION

I HEREBY CERTIFY that the foregoing Ordinance Number ____ was duly passed and adopted by the Council of the Town of Pima, Arizona, at a regular meeting held on the 14th day of November, 2023, and that a quorum was present at the meeting.

Cody Marshall, Town Clerk

admin@pimatown.az.gov

From: vernon.batty@pimatown.az.gov
Sent: Thursday, November 9, 2023 1:16 PM
To: admin@pimatown.az.gov
Subject: FW: CD Maturity and income update



Vernon Batty
 Pima Town Manager
 (928) 322-3108
 vernon.batty@pimatown.az.gov

From: Cory McKendrick <cory.mckendrick@moretoncm.com>
Sent: Tuesday, November 7, 2023 10:17 AM
To: vernon.batty@pimatown.az.gov
Subject: CD Maturity and income update

Hi Vernon,

Nice to chat with you today. Here is a 9 month CD that is the best I could see:

Bank Issuer	Rate	Maturity Date	Settlement Date
Western Alliance Bank	5.50%	8/18/2024	11/17/2023

Since May (6 months ago) The Town's account has earned the following:

\$721.44 in money market sweep dividends (Money Market currently yielding 5.15%)

\$5,386.30 in interest payments from CDs (CDs pay interest either at maturity, monthly, semi-annually or quarterly)

Totaling \$6,107.74 in withdrawable cash in the money market as of today.

Next 9 months income:

Including the upcoming CD maturity, which will pay \$6,113.77 when it matures, the Town is estimated to earn \$24,096.95 in the coming 9 months.

The current portfolio positions for the Town are as follows:

Bank Issuer	Rate	Maturity Date
Ameris Bank	5.10%	11/16/2023
Cross River Bank	5.15%	2/20/2024
Merrick Bank	5.20%	5/24/2024

(Western Alliance Bank 5.50%
Western Alliance Bank

8/19/2024) – Hypothetical If Ameris Bank maturity is reinvested into

Let me know if you need anything else!

Cory McKendrick

Sales Associate

801-535-3653

Moreton Capital Markets, LLC

www.moretoncm.com

Cory.McKendrick@moretoncm.com



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INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF PIMA
AND
PIMA UNIFIED SCHOOL DISTRICT

This Intergovernmental Agreement ("Agreement") is entered into on _____, 2023, by and between the Town of Pima, a municipal corporation, hereinafter referred to as the "Town," and the Pima Unified School District, hereinafter referred to as the "District," collectively referred to as the "Parties."

WHEREAS, the District intends to construct a new school facility in the Town of Pima, Arizona, which will necessitate the design and improvement of certain roads and infrastructure in the vicinity of the new school;

WHEREAS, the Town has the expertise and experience in road design and infrastructure improvement projects;

WHEREAS, the District wishes to engage the Town to produce a 60% complete road design for the required infrastructure improvements;

WHEREAS, the District agrees to provide a traffic impact analysis, site survey and other reports and drawings generated by the architects and engineers related to the new school facility;

WHEREAS, the Parties wish to enter into this Agreement to outline the terms and conditions of their collaboration in the design and improvement of the road infrastructure;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties agree as follows:

1. AUTHORIZATION

1.1 The Town the District, are authorized to enter into this Agreement pursuant to A.R.S. §§ 15-764, 15-342(13), and 11-952.

1.2 Authorization of the Parties to Act. The persons executing this Agreement on behalf of the Parties hereby represent and guarantee that they have been authorized to do so, on behalf of themselves and the entity they represent. Further representation is made that due diligence has occurred, and that all necessary internal procedures and processes, including compliance with the open meeting law where necessary, have been satisfied in order to legally bind the entity to the terms of this Agreement and Addendum.

1.3. Amendments. This Agreement may only be changed through a written Amendment,

which must be approved and signed by the Parties and their duly authorized agents. In the event that state or federal law enacted after the effective date of this Agreement conflicts with any term of this Agreement, controlling law will apply and supersede that/those term(s). The Parties agree to promptly consider and appropriate Amendment to the Agreement to remove each conflict.

2. SCOPE OF WORK/PURPOSE

2.1 Road Design: The Town agrees to provide road design services to produce a 60% complete design plan for the necessary road improvements related to the new school facility. The design shall meet all relevant regulatory standards and requirements.

2.2 Traffic Impact Analysis: The District shall provide a traffic impact analysis related to the new school facility, which will be incorporated into the road design.

2.3 Payment: In consideration of the road design services, the District agrees to pay the Town a total sum of \$66,000, to be paid in accordance with Section 4 of this Agreement.

3. ADMINISTRATION AND REPORTING

3.1 Administration: The Town shall be responsible for administering the contract for the road design services.

3.2 Reporting: The Town agrees to provide regular reporting to the Arizona Department of Transportation (ADOT) as required for the purposes of securing grant funding to complete the road improvement project. Additionally, the Town will work collaboratively with grant writers, if necessary, to secure the funding.

4. PAYMENT TERMS

4.1 Payment Amount: The School District shall pay the Town a total sum of \$66,000 for the road design services, as outlined in Section 2.3 of this Agreement.

4.2 Payment Schedule: The payment shall be made in two equal installments. The first installment of \$33,000 shall be paid upon the execution of this Agreement. The second installment of \$33,000 shall be paid upon the completion and delivery of the 60% complete road design.

4.3 District shall Establish and maintain procedures and controls for expenditures of school funds in accordance with the adopted budget.

4.4 Payment Beyond Fiscal Year. Pursuant to A.R.S. § 41-2546, District is not legally liable for any payment beyond the current fiscal year unless and until funds are made available through the annual budget by the District Governing Board for performance of this Agreement. District will make reasonable efforts to secure such funds. If sufficient funding is not made available to allow District to continue meeting its contractual obligations. District shall so notify Town. District may cancel this Agreement and have no further obligation to Town or, with the advisory board's written consent on behalf of Town, the Parties may modify the Agreement to reduce the level of compensation, services or other consideration provided by District to Town or from Town to District.

4.5 Non-appropriation. The parties acknowledge that both parties are government entities, and the contract validity is based upon the availability of public funding under their authority. In the event that public funds are unavailable and not appropriated for the performance of the District's obligations under this contract, then this contract shall automatically expire without penalty to either party after written notice to of the unavailability and non-appropriation of public funds. It is expressly agreed that the District shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.

5. TERM AND TERMINATION

5.1 Term: This Agreement shall commence on the date first above written and shall remain in effect until the 60% complete road design is delivered to the School District.

5.2 Termination: Either Party may terminate this Agreement for cause upon written notice to the other Party in the event of a material breach of the terms and conditions of this Agreement. The Party wishing to terminate this Agreement must notify the other Party of its failure to fulfill its obligations and allow it fifteen (15) working days to bring its obligations into compliance with the Agreement. Upon termination, any unpaid amounts shall become immediately due and payable.

6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Any dispute arising out of or relating to this Agreement shall be brought in the Graham County Superior Court or the United States District Court, District of Arizona.

7. INDMENIFICATION

The Parties hereby agree to defend, indemnify, and hold the other Party harmless from any liabilities, damages, losses, and costs, including reasonable attorney fees and court costs, caused by the negligence, recklessness or intentional wrongful conduct of any

contractor, subcontractor or design professional or other persons employed or used by a Party. This indemnification provision shall survive termination of the Agreement and remain in effect.

8. MISCELLANEOUS

8.1 Cancellation. This Agreement may be cancelled by either party for conflict of interest pursuant to Ariz. Rev. Stat. § 38-511, as amended.

8.2 E-verify, Records and Audits. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the parties warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Ariz. Rev. Stat. § 23-214(A).

8.3 Review by Counsel. Pursuant to A.R.S. § 11-952(D), an attorney for each Party must review this IGA and determine that it is within the statutory powers and authority granted to the Party.

8.4 Non-Discrimination. The parties agree to comply with all provisions of applicable federal, state, and local laws relating to non-discrimination, equal employment opportunity, the Americans with Disabilities Act, and Arizona Governor's Executive Order 2009-09 (superseding Executive Order 99-4) (dated January 29, 1999), as may be amended from time to time.

8.5 No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

8.6 Other Duties Imposed by Law. Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.

8.7 No Israel Boycott. To the extent applicable, 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.

8.8 No Forced Labor of Ethnic Uyghurs. To the extent A.R.S. § 35-394 is applicable, the Parties hereby certify they do not currently, and for the duration of this Contract shall not use: (A) the forced labor of ethnic Uyghurs in the People's Republic of China, (B) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (C) any contractors, subcontractors or suppliers that use the forced labor

or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Agreement as of the date first above written.

TOWN OF PIMA

By: _____

Mr. Vernon Batty, Town Manager, _____

PIMA UNIFIED SCHOOL DISTRICT

By: _____

Mr. Sean E. Rickert, _____

Review by Counsel

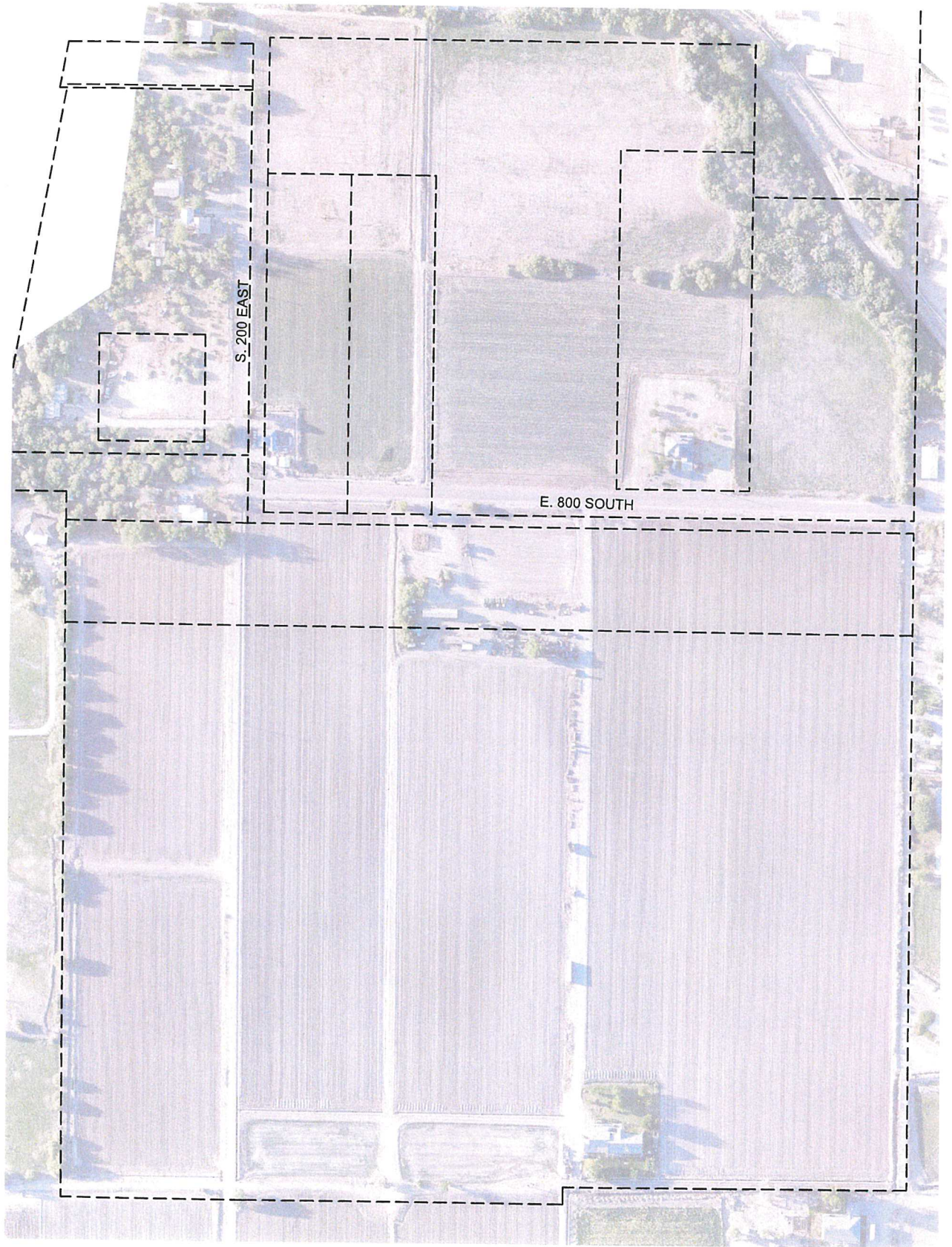
Pursuant to A.R.S. § 1 1-952, the undersigned have determined that this Intergovernmental Agreement is within the powers and authority granted to his/her client under the laws of the State of Arizona.

Attorney for Town of Pima

Date

Attorney for District

Date





PIMA PUBLIC LIBRARY

Monthly Statistical Report

October 2023

CIRCULATIONS

Currently checked out: 464

Currently overdue: 35

TOTAL MONTHLY CIRCULATIONS: 1,761 (# of items checked in and out)

HOLDINGS

Books- 13,379 AudioBooks- 140 DVD's- 1,834

TOTAL HOLDINGS: 15,353

PATRONS (registered card holders)

Admin/Board: 13

New Patrons Added: 7

Adults: 1,179

Children: 294

Family/Inst: 303

Restricted: 288

TOTAL PATRONS: 2,077

HOURS OF OPERATION: 162

NUMBER OF DAYS OPEN: 18

LIBRARY ATTENDANCE: 1,067

OF COMPUTER USERS: 0

PROGRAMS & OUTREACH

OF PROGRAMS / ATTENDANCE

Community Groups 1 6

LEGO Club 6 74

Movie Night 1 75

School Groups 3 30

Story Time 4 49

TOTAL: 15 234

VOLUNTEERS: 9 HOURS GIVEN: 22

FINANCIAL

Fines \$ 44.75 Copies \$ 350 Fax \$ 8.00 Sale Room \$ 8.80

Lost \$ 0 Donations \$ 2.00 (less) Petty Cash \$ -19.80

TOTAL INCOME \$ 47.25

Pima Town Council Monthly Report / Pima Police Department

Oct-23

DR#/ ARREST/CIT/WAR

Total	118	Adult Felony Arrests	5
Radio Assigned	97	Adult Misdemeanor Arrests	6
On View Activity	21	Juv. Misdemeanor Arrests	0
301DR#/Arrest/cit/war	17/1/2/6	Juv. Felony Arrests	0
302 DR#/Arrest/cit/war	24/2/0/2	Bookings	8
303 DR#/Arrest/cit/war	12/1/0/0	Total Arrests	11
306/DR#/Arrest/cit/war	11/2/1/2		
307DR#/Arrest/cit/war	46/4/3/4		
308/DR#/Arrest/cit/war	8/1/0/0		

Calls

Agency assist	8	Disorderly	0
Civil Standby	5	Harassment/Threats	0
DUI	2	Drugs	2
Animal Problem	6	Illegal Burning/ Littering	0
Alarm Call	2	Assault/stabbing	1
ATV Complaint	0	Trespassing	0
Burglary	0	Vehicle Impound	0
Citizen Assist	7	911 Hangup	0
Criminal Damage	1	Prowler	0
Civil Matter	6	Escort	3
Drug Related	4*	Fraud	0
Domestic Violence	0	Costodial Interference	0
Traffic Offense	2	Unwanted Person	2
Fight/Disturbance	2	Suspended License	0
Found Property	1	Order of Protection	0
Juvenile Problem	5	Alcohol Offense	0
Medical/EMT	13	Unattended Death	1*
Suspicious Activity	15	Missing Person	0
Stolen Vehicle	0	Unsecure Property	0
Theft	3	Attempt Suicide	0
Traffic Complaint	0	Child Abuse	0
Search Warrant	0	Party	0
Welfare Check	6	Lost property	0
Wanted Person	4	Parking Problem	2
Weapons Offense	0	Utility Problem	1
Fire	3	Recovered Property	0
Pursuit	0	Canine	1*
Papers Served	3	Phlebotomy	3
Vehicle Collisions	3	Premise check	1
Information Reports	3	Follow up	2
Loud Music	2	Sex Offense	0

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									
Dec									
Total	17	1	2		38	11		28	97

* 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.