

**NOTICE OF THE REGULAR MEETING OF THE
PIMA TOWN COUNCIL
SEPTEMBER 12, 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, September 12, 2023, beginning at 7:00pm, in the Pima Town Hall located at 110 W Center, Pima, Arizona 85543**

Call to Order:

Prayer:

Pledge of Allegiance:

Those Present:

**Approval of Minutes of the Special Town Meeting held September 7, 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 regarding Graham Economic Partnership: (Danny S.)**
- 2. Proclamation for AZ Childhood Cancer Awareness: (Vernon B.)**
- 3. Discussion and possible action regarding Bloomfield Contract: (Vernon B.)**
- 4. Discussion and possible action to schedule a Work Session for discussion of the General Plan: (Vernon B.)**
- 5. Discussion and possible action regarding the new Soccer Field grand opening: (Vernon B.)**
- 6. Discussion and possible action regarding amending Section 12-3-3.B.5 of the Town Code (Multi Family Dwellings): 2nd Reading: (Jimmie L.)**

7. **Discussion and possible action regarding adding Article 12-4-11 to the Town Code (Septic Tanks): 2nd Reading: (Jimmie L.)**
8. **Discussion and possible action regarding amending Article 12-5 of the Town Code (Manufactured Homes, Mobile Homes and RV Parks): 2nd Reading: (Jimmie L.)**
9. **Discussion regarding amending Article 12-3-2 of the Town Code (Agricultural Residential Zone): 1st Reading: (Jimmie L.)**
10. **Discussion and possible action regarding lifting the moratorium for multi-family housing: (Jimmie L.)**
11. **Discussion and possible action regarding the Georgia Luster fence variance located at 575 W 600 S: (Vernon B.)**
12. **Discussion and possible action regarding the Alfredo & Sandra Contreras zoning variance located at 501 S 200 E: (Vernon B.)**
13. **Discussion and possible action to adjourn to executive session pursuant to A.R.S. §38-431.03(A)(1), (3) and (4) Discussion or consideration of personnel matters; Discussion or consultation for legal advice with the Town Attorney.**

- (a) **The Fire Dept. personnel,**
- (b) **references for former town employees,**
(Vernon B.)

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

DEPARTMENT BUSINESS:

CITY SERVICES
SANITATION
PUBLIC WORKS
EMERGENCY SERVICES
BUILDING PERMIT REPORT

CONSENT AGENDA:

MANAGER'S REPORT

- A. Pima High School Traffic Light
- B. Smart Fund Grant for engineering Main St.
- C. Visit from Congressman Juan Ciscomani
- D. Harriett Dodge Land -Disc golf

FINANCIAL REPORT

PLANNING AND ZONING
POLICE REPORT
LIBRARY REPORT
FIRE DEPARTMENT
COUNCIL REPORT

ADJOURNMENT:

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

**NOTICE OF THE SPECIAL MEETING MINUTES OF THE
PIMA TOWN COUNCIL
SEPTEMBER 7, 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 **Thursday, September 7, 2023, beginning at 7:00pm, in the Pima Town Hall located at 110 W Center, Pima, Arizona 85543**

Call to Order: Brian P. 7:05pm

Prayer: Lucas H.

Pledge of Allegiance: Sherrill T.

**Those Present: Vernon B., (Michelle S.-Attorney via phone), Sherrill T., Lucas H.,
Absent: C.B. Fletcher, Teresa B.**

Approval of Minutes of the Regular Town Meeting held August 8, 2023.

Action

Motion to approve minutes of August 8, 2023, meeting by: Sherrill T. 2nd: Lucas H. Vote: unanimous

CALL TO THE PUBLIC -NONE

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

DECLARATION ON CONFLICT OF INTEREST -NONE

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

COUNCIL BUSINESS:

- 1. Discussion and possible action regarding the Heritage House: (Vernon B.)
Sue and Sherry from the Gila Valley Samaritan Home corrected the #1 agenda item, that their place is called "Gila Valley Samaritan Home" instead of "Heritage House". The home is located in Safford at 114 W. 5th Street. It will be having an open house for the public September 12, 2023, from 4-6pm. They are looking for volunteer help and funding to help with the operational costs for 2023.
Motion to donate \$750 upfront and to pay 15% utilities for the Gila Valley Samaritan Home, with the clarification of the name by: Sherrill T. 2nd: Lucas H.
Vote: unanimous**
- 2. Discussion and possible action regarding Chip Sealing: (Vernon B.)**

Motion to approve Vernon to spend \$135,000 toward chip sealing presentation of the town map displayed of approx.. 4.5 miles by: Lucas H. 2nd: Sherrill T. Vote: unanimous

- 3. Discussion and approval regarding amending Section 12-3-8, 12-3-9, 12-3-10, 12-3-11 of the Town Code (Manufactured Homes, Mobile Homes, and RV Parks): 2nd Reading: (Jimmie L.)
Brian P. read the introduction of ordinance 2023-020.
Motion to approve the 2nd reading of ordinance 2023-02 by: Sherrill T. 2nd: Lucas H. Vote: unanimous**
- 4. Discussion and approval regarding amending Section 7-1-2 of the Town Code (Building Code): 2nd Reading: (Jimmie L.)
Brian P. read the introduction of ordinance 2023-03
Motion to approve ordinance 2023-03 by: Lucas H. 2nd: Sherrill T. Vote: unanimous**
- 5. Discussion regarding amending Section 12-3-3.B.5 of the Town Code (Multi Family Dwellings): 1st Reading: (Jimmie L.)
Brian P. read the introduction to ordinance 2023-04 first reading, no changes were suggested by the council.**
- 6. Discussion regarding adding Article 12-4-11 to the Town Code (Septic Tanks): 1st Reading: (Jimmie L.)
Brian P. read the introduction to ordinance 2023-05 first reading, no changes were suggested by the council.**
- 7. Discussion regarding amending Article 12-5 of the Town Code (Manufactured Homes, Mobile Homes and RV Parks): 1st Reading: (Jimmie L.)
Brian P. read the introduction for ordinance 2023-06 first reading, no changes were suggested by the council.**

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

DEPARTMENT BUSINESS:

**CITY SERVICES
SANITATION
PUBLIC WORKS
EMERGENCY SERVICES
BUILDING PERMIT REPORT**

CONSENT AGENDA:

MANAGER'S REPORT

A. Pima High School – looking for financial help for a traffic light

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

**ADJOURNMENT: Motion to adjourn by: Sherrill T. 8:10pm 2nd: Lucas H. Vote:
unanimous**

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

WHEREAS, September is recognized as Childhood Cancer Awareness Month to recognize the children and families affected locally, nationally, and worldwide by childhood cancers; and

WHEREAS, each year in the United States more than 15,780 children birth to 19 years of age are diagnosed with cancer, equal to about 42 childhood cancer diagnoses each day; and

WHEREAS, approximately one in 285 children in the United States will be diagnosed with cancer before their twentieth birthday with this number increasing each year; and

WHEREAS, each year worldwide, there are more than 300,000 new childhood cancer diagnosis, equal to about every three minutes a family will hear the words ‘your child has cancer’; and

WHEREAS, although the five-year survival rate for childhood cancer has reached 84 percent, nearly 1,500 American children under the age of nineteen still die each year from cancer, making it the leading killer of children by disease; and

WHEREAS, two-thirds that do survive may face at least one chronic health condition later on in life-not limited but including-heart, liver, lung damage, infertility, secondary cancers and growth deficits; and

WHEREAS, the causes of childhood cancer are largely unknown and more studies are needed to understand which treatments work best for children; and

WHEREAS, cancer treatment for children often must differ from traditional adult treatments to take account children’s developmental needs and other factors- there are more types/variances of childhood cancers than adult cancers; and

WHEREAS, there are hundreds of children being treated for cancer in Arizona.

NOW, THEREFORE, I, Brian Paull, Mayor of The Town of Pima, by authority vested in me, do hereby proclaim September 2023

ARIZONA CHILDHOOD CANCER AWARENESS MONTH

IN WITNESS WHEREOF, we do hereby sign this proclamation in _____, Arizona, County of Graham, this ____ day of September 2023.

Mayor, Brian Paull

Date

When recorded mail to:

Pima Town Clerk
Town of Pima
P.O. Box 426
Pima, Arizona

DEVELOPMENT AGREEMENT AND LOT SALE PROHIBITION

Among

TOWN OF PIMA, ARIZONA,
an Arizona municipal corporation

and

TIAGO, LLC
an Arizona limited liability company

_____, 2023

DEVELOPMENT AGREEMENT AND LOT SALE PROHIBITION

THIS DEVELOPMENT AGREEMENT AND LOT SALE PROHIBITION (the “Agreement”) is entered into on _____, 2023 (the “Effective Date”) by and among the TOWN OF PIMA, an Arizona municipal corporation (the “Town”) and TIAGO, LLC, an Arizona limited liability company (“Owner”). The Town and Owner are referred to collectively as the “Parties”, or individually as a “Party”.

RECITALS

A. Owner owns that certain parcel of real property (the “Parcel”) described on Exhibit “A” attached hereto and incorporated herein by reference, such Parcel being developed into a residential subdivision with forty (40) lots (the “Lots”), commonly known as Silo Farms, located within the Town (the “Project”).

B. Owner is in the process of obtaining approval by the Town of the preliminary plat attached hereto as Exhibit “B” (the “Plat”), and incorporated herein by reference.

C. Owner and Town desire the orderly build-out of the public infrastructure improvements and utilities (the “Improvements”) in the Project.

D. Owner desires to provide to Town adequate assurance that each home built in the Project will be properly serviced by the requisite Improvements.

E. The Parties hereto acknowledge that this Agreement constitutes a “Development Agreement” within the meaning of Arizona Revised Statutes, Section 9-500.05 and is consistent with the Town’s General Plan.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, it is understood and agreed by the Parties as follows:

1. Recitals. The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

2. Phased Development and Offsite Improvements.

a. Town acknowledges that Owner may elect, in its sole and absolute discretion, to develop the Project and the Parcel in one or more phases. Owner shall construct, or cause to be constructed, all the necessary Improvements for the Project within the geographic boundary of each phase as well as any Improvements outside the geographic boundary of a phase if necessary to serve that phase prior to obtaining a certificate of occupancy (“COO”) from the Town on any residence located within said phase.

b. Owner agrees to engineer and improve that portion of 400 North from Patterson Mesa Road (1200 West) until [Access point depicted on Plat] (the "Access Roadway Improvements") in a manner which will allow the Town to chip-seal the Access Roadway Improvements immediately following its completion. Owner will begin construction of the Access Roadway Improvements if and when the Town allocates a sufficient amount in its annual budget to complete chip-sealing on the Access Roadway Improvements (the "Construction Trigger"). Notwithstanding the foregoing, the Town will have two (2) years from the Effective Date to facilitate the Construction Trigger (the "Trigger Deadline").

c. Owner agrees to donate money, materials, or labor, or any combination thereof, in an amount not to exceed \$30,000 (the "Park Contribution") to the construction of a neighborhood park (the "Park Improvements") on the parcel adjacent to the Project, legally described on Exhibit "C". Owner and Town agree to work together in good faith to establish a plan for the orderly build-out of the Park Improvements with the Park Contribution. Owner agrees to make the Park Contribution in the amounts and at times mutually agreed upon in the build-out plan. Notwithstanding the foregoing, Owner shall not be required to proffer any portion of the Park Contribution unless and until (i) the Park Improvements have been approved by the Town council, including any portion of the Park Improvements to be covered by the Town or third-party resources, and (ii) The general contractor responsible for constructing the Park Improvements, under a written agreement approved by the Town council, pulls a permit for the construction of the Park Improvements.

3. Lot Sale Prohibition. Owner agrees that the recording of this Agreement shall serve as notice to all parties, that no individual Lots within the Parcels will be conveyed to a prospective homeowner until the Owner's obligations under Section 2(a) of this Agreement have been fulfilled to the satisfaction of the Town. Specifically, neither Owner nor any successor owner of the Parcels may or shall convey individual lots within the Parcels to a prospective homeowner or may or shall apply for or obtain from the Town a COO that would otherwise be required in connection with or as a prerequisite to sale of any completed dwelling unit in the Project unless and until the Improvements for the phase in which the Lot is located have been completed. If requested by Owner, the Town agrees to execute and record against each phase, in the records of Graham County, Arizona, a "Release of Lot Sale Prohibition" in a form reasonably acceptable to Owner and Town, releasing the Lots in such phase from the restrictions set forth herein after the Improvements for such phase have been completed to the satisfaction of the Town.

4. Dispute Resolution. In the event a dispute arises under this Agreement, the Parties agree that there shall be a ninety (90) day moratorium on litigation during which time the disputing Parties agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation shall be held under the Commercial Mediation Rules of the American Arbitration Association ("AAA") but shall not be under the administration of the AAA unless agreed to by the disputing Parties in writing, in which case all administrative fees shall be divided evenly between the disputing Parties. The matter in dispute shall be submitted to a mediator mutually selected by the disputing Parties. If the disputing Parties cannot agree upon the selection of a mediator within ten (10) days, then within five (5) days thereafter, the disputing Parties shall request that the Presiding Judge of the Superior Court in and for the County of Graham, State of Arizona, appoint the mediator. The mediator selected shall have at least ten (10) years of

experience in mediating or arbitrating disputes relating to residential master plan property. The cost of any such mediation shall be divided equally between the disputing Parties. The results of the mediation shall be nonbinding with any of the disputing Parties free to initiate litigation upon the conclusion of the latter of the mediation or of the ninety (90) day moratorium on litigation. The mediation shall be completed in one day (or less) and shall be confidential, private, and otherwise governed by the provisions of A.R.S. § 12-2238, to the extent allowed by the Arizona Open Meetings Law, § 38-431 et. seq. Notwithstanding any other provision of this Agreement, however, a dispute concerning an action, decision or omission of the Town council shall not be submitted to mediation or arbitration but instead shall be resolved through a civil action filed in a court of competent jurisdiction.

5. Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Graham (or, as may be appropriate, in the Justice Courts of Graham County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 5.

6. Binding Nature. The provisions hereof shall inure to the benefit of and be binding upon the Parties hereto and their respective representatives, successors and assigns. Upon transfer of the Parcel, or any number of Lots, by Owner, any new owner shall automatically become Owner hereunder with respect to that Parcel or Lot and the old owner shall be released from this Agreement with respect to that Parcel or Lot; provided, however, that Owners' rights and obligations hereunder may be assigned, in whole or in part, only to a person or entity that has acquired title to the Parcel or any number of Lots.

7. Termination Upon Sale of Residential Lots. Except as expressly provided herein, the Parties hereby acknowledge and agree that this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with the individual residential Lots within the Project other than the Parcel, on any tracts or land intended to be dedicated or conveyed to the Town, any other public or quasi-public entity, any utility provider, or any school district. Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Lots, so long as not prohibited by law, this Agreement shall terminate without the execution or recordation of any further document or installment as to any individual Lot within the Project, any tracts or land dedicated or conveyed to the Town, any utility provider, or any school district, and thereupon such individual Lot and any tracts or land dedicated or conveyed to Town, any utility provider, or any school district shall be released from and no longer be subject to or burdened by the provisions of this Agreement.

8. Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

9. Notices. All notices, demands or other writings in this Agreement to be given, made or sent by any party hereto to other parties will be deemed to have been fully given, made or sent when made in writing and personally delivered or deposited in the United States mail postpaid, registered or certified and addressed as follows:

To Town: Town Manager
Town of Pima

110 W Center
Pima, Arizona 85543
Vernon.batty@pimatown.az.gov

And: Jon Paladini

Pierce Coleman PLLC
2812 N Norwalk Suite 107
Mesa, Arizona 85215
jon@piercecoleman.com

To Owner: TIAGO, LLC
Attn: Craig Bloomfield
[ADDRESS]

With a copy to: Rose Law Group pc
Attn: Taylor Roderick, Esq.
7144 E. Stetson Drive, Suite 300
Scottsdale, AZ 85251
TRoderick@roselawgroup.com

10. Waiver of Terms and Conditions. The failure of any of the Parties to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

11. Entire Agreement, Waivers and Amendments. This Agreement, including the exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the Parties. This Agreement integrated all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers or amendments of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Parties hereto.

12. No Agency Created. Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between or among any of the Parties. No term or provision of

this Agreement is intended to be for the benefit of any person, firm, organization or corporation not a party hereto, and no other person, firm, organization or corporation may have any right or cause of action hereunder.

13. Further Assurances. Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments and instruments as any other Party may reasonably require to consummate, evidence, confirm or carry out the matters contemplated by this Agreement or confirm the status of (a) this Agreement as in full force and effect and (b) the performance of the obligations hereunder at any time.

14. Waiver of Attorneys' Fees. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys' fees, either pursuant to (A) the Agreement, (B) pursuant to A.R.S. § 12-341.01, or (C) pursuant to any other state or federal statute, court rule, or common law.

15. Time of the Essence. Time is of the essence to this Agreement and with respect to the performance required by each Party hereunder.

16. Construction. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona. In particular, this Agreement is subject to the provisions of A.R.S. §38-511.

17. Recordation. This Agreement shall be recorded, at Owner's sole cost, in its entirety, in the Official Records of Graham County, Arizona not later than ten (10) days after execution by the last Party.

18. Nonrecourse. No Town of Pima council member, Town of Pima official, representative, agent, attorney or employee shall be personally liable to Owner or to any successor in interest, in the event of any default or breach by the Town of Pima or for any amount which may become due to Owner or its successor, or with respect to any obligation of the Town of Pima under the terms of this Agreement.

19. Police Powers. Except as specifically provided herein, nothing in this Agreement shall be interpreted or applied to require, restrict, or limit, in any manner whatsoever, or to impinge in any way upon, the Town's ability to exercise its police powers.

20. Proposition 207 Waiver. Owner agrees to and does knowingly waive any and all rights to compensation for diminution in value pursuant to A.R.S. § 12-1134 that may now or in the future exist as a result of the approval or performance of, and all conditions, terms and agreements contained in this Agreement.

21. **WAIVER OF JURY TRIAL. EXCEPT AS PROHIBITED BY LAW, THE PARTIES SHALL, AND THEY HEREBY DO, EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS**

AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. WITH RESPECT TO ANY MATTER FOR WHICH A JURY TRIAL CANNOT BE WAIVED, THE PARTIES AGREE NOT TO ASSERT ANY SUCH CLAIM AS A COUNTERCLAIM IN, NOR MOVE TO CONSOLIDATE SUCH CLAIM WITH, ANY ACTION OR PROCEEDING IN WHICH A JURY TRIAL IS WAIVED.

22. Cancellation. This Agreement is subject to cancellation by the Town, without penalty or further obligation, pursuant to A.R.S. § 38-511, if any person significantly involved in initiating, negotiating, securing, drafting on creating this Agreement on behalf of the Town is, at any time during the Agreement, an employee or agent of Owner in any capacity or a consultant to Owner.

[Remainder of page intentionally left blank; signatories follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date that this Agreement has been fully executed and hereby swear and affirm that they are duly authorized in accordance with law to execute this Agreement.

**TOWN OF PIMA,
an Arizona municipal corporation**

By: _____
Brian Paull, Mayor

Date: _____, 2023

Attest:

By: _____
Cody Marshall, Town Clerk

Approved as to form:

By: _____
Jon Paladini, Town Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF GRAHAM)

Acknowledged before me on this _____ day of _____, 2023, by _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the above/attached instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires:

TIAGO, LLC

By: _____
Name: Craig Bloomfield
Its: Manager

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me on this _____ day of _____, 2023, by Craig Bloomfield, Manager of Tiago LLC, an Arizona limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the above/attached instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires:

EXHIBIT A

Legal Description of Parcel

EXHIBIT B
Preliminary Plat

EXHIBIT C

Legal Description of Parcel Upon Which Park Improvements are to be Constructed.

WHEN RECORDED, RETURN TO:

Town of Pima
Cody Marshall, Town Clerk
P.O. Box 426
Pima, Arizona 85543

RESOLUTION NO. 2023-13

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PIMA, GRAHAM COUNTY, ARIZONA, AUTHORIZING THE TOWN MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT AND LOT SALE PROHIBITION ON BEHALF OF THE TOWN WITH TIAGO, LLC, RELATED TO THE DEVELOPMENT OF CERTAIN PROPERTY LOCATED IN THE TOWN AND COMMONLY KNOWN AS SILO FARMS; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, A.R.S. § 9-500.05 authorizes the Town of Pima to enter into development agreements related to the development of property in the Town; and

WHEREAS, all the property subject to the Development Agreement and Lot Sale Prohibition attached as Exhibit A is located within the Town of Pima; and

WHEREAS, the Development Agreement and Lot Sale Prohibition is consistent with the General Plan of the Town; and

WHEREAS, the Town Council finds that development commonly known as Silo Farms will be furthered by the location of this project; and

WHEREAS, the Town Council of the Town of Pima finds that entering into said Development Agreement and Lot Sale Prohibition is in the best interests of the Town.

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 Development Agreement and Lot Sale Prohibition between the Town of Pima and Tiago, LLC, an Arizona limited liability company, is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by 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 Clerk is hereby authorized and directed to record a copy of the Development Agreement and Lot Sale Prohibition with the Graham County Recorder not later than ten days from the date of the Agreement.

Section 5. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

PASSED AND ADOPTED by the Mayor and Council of the Town of Pima, Arizona, on this ____ day of _____, 2023.

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. ____ was duly passed and adopted by the Mayor and Council of the Town of Pima, Arizona, at the ____ Town Council Meeting held on _____, 2023, 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. 2023-13**

[Development Agreement and Lot Sale Prohibition]

See following pages.

ORDINANCE NO. 2023-04

AN ORDINANCE OF THE COUNCIL OF THE TOWN OF PIMA, ARIZONA, AMENDING THE TOWN OF PIMA CODE CHAPTER 12 ZONING, ARTICLE 12-3 ESTABLISHMENT OF ZONES BY AMENDING SECTIONS 12-3-1 DIVISION OF ZONES AND 12-3-3 MH (MANUFACTURED HOUSING) ZONE RELATED TO THE REGULATION OF MH/MF (MANUFACTURED HOUSING/MULTI-FAMILY ZONE AND DEVELOPMENT WITHIN SAID ZONE; 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 amending the Town Code amending Sections 12-3-1 Division of Zones and 12-3-3 MH (Manufactured Housing) Zone related to the regulation of MH/MF (Manufactured Housing/Multi-Family Zone and development within said Zone;

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, Title 12, Zoning, Article 12-3 Establishment of Zones is hereby amended by amending Section 12-3-1 Division of Zones, to read as follows (new text in ALL CAPS):

Section 12-3-1 Division of Zones

In order to carry out the purposed of this chapter, the Town of Pima, Arizona is hereby divided into zones as follows:

* * *

12-3-1.B. MH/MF (Manufactured Housing/Multi-Family) Zone

* * *

Section II. In General.

The Pima Municipal Code, Title 12, Zoning, Article 12-3 Establishment of Zones is hereby amended by amending Section 12-3-3 MH (Manufactured Housing) Zone, to read as follows (new text in ALL CAPS; deletions in ~~strikethrough~~):

Section 12-3-3 MH/MF (Manufactured Housing/MULTI-FAMILY) Zone

12-3-3.A. Characteristics. The MH/MF (Manufactured Housing/MULTI-FAMILY) Zone covers those portions of the town where manufactured housing is **AND/OR MULTI-FAMILY HOUSING IS** or will be permitted land use.

12-3-3.B. Permitted Uses. The following uses are permitted in the MH/MF Zone:

12-3-3.B.1. All uses permitted in the AR Zone, subject to compliance with the regulations and restrictions required therein.

12-3-3.B.2. Manufactured homes located on individually owned **PARCELS** lots, ~~except that members of the immediate family may have more than one manufactured home on a single lot provided that each manufactured home meets all minimum requirements for area, width, yard setbacks and any other requirement set forth for manufactured homes on individual lots, not manufactured home parks. Any additional dwelling on a single lot shall not be used as commercial or income property. For purposes of this paragraph, immediate family is defined to include, wife, husband, daughter, son, mother, father, brother, sister, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law.~~

12-3-3.B.3. Manufactured home parks.

12-3-3.B.4. RV parks.

12-3-3.B.5. **MULTI-FAMILY DWELLINGS.**

* * *

12-3-3.E. Development standards (~~manufactured home parks~~**MULTI-FAMILY DWELLINGS**). The following development standards shall apply to **ALL MULTI-FAMILY DWELLINGS WITHIN TOWN OF PIMA LIMITS**.~~manufactured home parks and manufactured homes located in them.~~

12-3-3.E.1. **MINIMUM LOT SIZE: SEVEN THOUSAND (7000) SQUARE FEET PLUS TWO (2) SQUARE FEET OF LOT AREA FOR EACH SQUARE FOOT OF BUILDING FLOOR SPACE ABOVE FIVE HUNDRED (500) SQUARE FEET IN THE CASE OF A MULTI-FAMILY DWELLING (THREE (3) OR MORE). I.E., A TRI-PLEX WITH THREE (3) SEVEN HUNDRED (700) SQUARE FEET DWELLINGS WOULD REQUIRE A MINIMUM OF NINETY-SEVEN HUNDRED (9700) SQUARE FEET (700 FT² x 3 = 2100**

FT². 2 FT² x 200 FT² x 3 = 600 FT². 7000 FT² + 2100 FT² + 600 FT² = 9700 FT²). Minimum site size: Two acres (87,120 square feet).

12-3-3.E.2. MAXIMUM ALLOWABLE LIVABLE UNITS PER PARCEL NOT TO EXCEED EIGHT (8). ~~Maximum density: Eight manufactured homes per acre; provided, however, that the manufactured homes may be clustered within the manufactured home park as long as the overall density does not exceed eight manufactured homes per acre.~~

12-3-3.E.3. MINIMUM LOT WIDTH (MEASURED AT THE FRONT [NEAREST STREET FACING]) BUILDING LINE): SEVENTY (70) LINEAR FEET FOR DUPLEX, PLUS FIVE (5) LINEAR FEET FOR EACH ADDITIONAL DWELLING. ~~Roads, driveways, and entrances: All streets and driveways shall be of all weather construction in compliance with town standards. No entrance to a manufactured home park shall be located closer than fifty feet to the intersection of two streets.~~

12-3-3.E.4. ~~Local drainage: The ground surface in all parts of the manufactured home park shall be graded and equipped to drain all surface water in a safe and efficient manner.~~ MINIMUM SETBACKS FOR ALL INDIVIDUAL LOTS:

A. FRONT: TWENTY (20) FEET

B. SIDES: TEN (10) FEET

C. BACK: TEN (10) FEET

EXCEPTION: WHERE LOTS HAVE A DOUBLE FRONTAGE (CORNER LOTS), THEN THE REQUIRED FRONT YARD SET BACK (TWENTY (20) FEET) SHALL BE PROVIDED ON BOTH STREETS.

12-3-3.E.5. A MINIMUM OF TWO (2) OFF STREET PARKING SPACES SHALL BE PROVIDED PER LIVABLE UNIT. ~~Utilities: Major utilities (water, sewage, disposal, gas and electricity) shall be provided to each individual manufactured home space, either through public or private utility companies or provided for and maintained by the park owner.~~

12-3-3.E.6. SIX HUNDRED (600) SQUARE FEET FOR EACH DWELLING UNIT IN A TWO (2) FAMILY OR MULTI-FAMILY DWELLING.

THIS SHALL BE AS INITIALLY CONSTRUCTED; E.G., THE DWELLING MAY NOT BE ADDED ON TO IN ORDER TO REACH THE MINIMUM SQUARE FOOTAGE. ~~Appearance of accessory buildings: The outside material of all storage and accessory buildings shall be constructed of materials which do not distract from the appearance of the manufactured home.~~

12-3-3.E.7. **MAXIMUM BUILDING HEIGHT: TWO (2) STORIES (34 FEET).** ~~Open storage prohibited: Open storage of materials or belongings other than boats and vehicles is prohibited.~~

12-3-3.E.8. **DOMESTIC ANIMALS PROHIBITED ON MULTI-FAMILY LOTS (EXCEPT HOUSEHOLD PETS).** ~~Minimum setbacks for individual manufactured homes within a park (attached accessory structures such as an awning, storage cabinets, carports, etc., which are attached to the manufactured home shall be considered part of the manufactured home):~~
~~a. Front: (15) Fifteen feet. b. Side: (5) Five feet.~~

~~12-3-3.E.9. Landscaping: The yard or area between any manufactured home and a public street shall be landscaped.~~

~~12-3-3.E.10. One home per space or lot: Only one manufactured home shall be permitted on each designated space or lot within a manufactured home park, and each space or lot shall be clearly marked at its corners. Each space or lot shall be accessible from an approved street or road.~~

~~12-3-3.E.11. Parking: At least one off-street parking space shall be provided on each lot.~~

~~12-3-3.E.13. County health approval: All manufactured home parks shall first be approved by the county health officer before a permit is issued.~~

~~12-3-3.E.14. Procedure for approval: A permit issued by the planning and zoning commission is required before work on the manufactured home park can begin. The application for this permit shall include:~~

~~a. The names and addresses of the applicant, property owner, designer and engineer.~~

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

~~12-3-3.F. Development standards (RV parks). RV parks shall meet the same development standards and shall be approved using the same procedures as manufactured home parks (see subsection 12-3-3.E), except that the density of RV parks shall not exceed fifteen units per acre.~~

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 12th day of September, 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 2023-04 was duly passed and adopted by the Council of the Town of Pima, Arizona, at a regular meeting held on the ____ day of _____, 2023, and that a quorum was present at the meeting.

Cody Marshall, Town Clerk

ORDINANCE NO. 2023-05

AN ORDINANCE OF THE COUNCIL OF THE TOWN OF PIMA, ARIZONA, AMENDING THE TOWN OF PIMA CODE CHAPTER 12 ZONING, ARTICLE 12-4 SUPPLEMENTARY REQUIREMENTS AND GENERAL PROVISIONS BY ADDING SECTION 12-4-11 SEPTIC TANKS; RELATED TO THE REGULATION OF THE INSTALLATION OF SEPTIC TANKS; 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 add to the Town Code a new Section 12-4-11 Septic Tanks related to the regulation of the installation of septic tanks;

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, Title 12, Zoning, Article 12-4 Supplementary Requirements and General Provisions is hereby amended by adding Section 12-4-1 Septic Tanks, to read as follows (new text in ALL CAPS):

SECTION 12-4-11 SEPTIC TANKS

CONVENTIONAL SEPTIC SYSTEMS MAY BE INSTALLED ON LOTS WITH A MINIMUM OF ONE QUARTER ACRE (10,890 SQUARE FEET) PROVIDED THERE IS NOT A WELL WITHIN FIFTY (50) FEET OF THE SEPTIC SYSTEM. LOTS WITH BOTH A WELL AND SEPTIC SYSTEM MUST BE A LEAST ONE ACRE (43,560 SQUARE FEET).

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 12th day of September, 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 2023-05 was duly passed and adopted by the Council of the Town of Pima, Arizona, at a regular meeting held on the ____ day of _____, 2023, and that a quorum was present at the meeting.

Cody Marshall, Town Clerk

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE COUNCIL OF THE TOWN OF PIMA, ARIZONA, AMENDING THE TOWN OF PIMA CODE CHAPTER 12 ZONING, ARTICLE 12-5 MISCELLANEOUS REQUIREMENTS BY AMENDING SECTION 12-5-1 LIMITATION ON MANUFACTURED HOMES, MOBILE HOMES, AND RECREATIONAL VEHICLES; RELATED TO MISCELLANEOUS CONSTRUCTION REQUIREMENTS WITHIN THE TOWN OF PIMA; 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 add to the Town Code amend Section 12-5-1 Limitation on Manufactured Homes, Mobile Homes, and Recreational Vehicles related to miscellaneous construction requirements within the Town;

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, Title 12, Zoning, Article 12-5 Miscellaneous Requirements is hereby amended by amending Section 12-5-1 Limitation on Manufactured Homes, Mobile Homes, and Recreational Vehicles, to read as follows (new text in ALL CAPS; deletions in strikethrough):

Article 12-5 Miscellaneous Requirements

Section 12-5-1 ~~Limitation on Manufactured Homes, Mobile Homes, and Recreational Vehicles~~ CONSTRUCTION OF FOUNDATION PADS

~~No occupied manufactured home, mobile home, or recreational vehicle shall be placed on any lot or parcel of land within the town except in compliance with one or more of the following:~~

~~12-5-1.A. When temporarily located on a lot on which a building is being constructed, but not to exceed one year.~~ FLOOD ZONE PERMIT MUST BE OBTAINED THROUGH GRAHAM COUNTY (IF APPLICABLE) BEFORE BUILDING PERMIT IS APPROVED.

~~12-5-1.B. When located in the MH zone and all the regulations of said zones are complied with.~~ FOUNDATION PAD MUST BE MINIMUM OF TWO INCHES (2") ABOVE THE CROWN OF THE NEAREST ROAD.

~~12-5-1.C. An unoccupied recreational vehicle shall be parked off the street in an area where it will not obstruct the view of the neighboring property.~~ A DRAINAGE PLAN MUST BE SUBMITTED TO THE BUILDING INSPECTOR. RAIN/FLOOD WATER RETENTION MAY BE REQUIRED ON INDIVIDUAL PARCELS.

12-5-1.D. Recreational vehicles shall not be allowed to dump holding tanks into the Town of Pima's sanitary sewer system. Violators may be charged with a class "C" misdemeanor.

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 12th day of September, 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 2023-06 was duly passed and adopted by the Council of the Town of Pima, Arizona, at a regular meeting held on the ____ day of _____, 2023, and that a quorum was present at the meeting.

Cody Marshall, Town Clerk

ORDINANCE NO. 2023-07

AN ORDINANCE OF THE COUNCIL OF THE TOWN OF PIMA, ARIZONA, AMENDING THE TOWN OF PIMA CODE CHAPTER 12 ZONING, ARTICLE 12-3 ESTABLISHMENT OF ZONES BY AMENDING SECTION 12-3-2 AR (AGRICULTURAL RESIDENTIAL) ZONE RELATED TO THE REGULATION OF RESIDENTIAL DEVELOPMENT; 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 by amending Section 12-3-2 AR (Agricultural Residential) Zone related to the regulation of residential development;

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, Title 12, Zoning, Article 12-3 Establishment of Zones is hereby amended by amending Section 12-3-2 AR (Agricultural Residential) Zone, to read as follows (new text in ALL CAPS; deletions in ~~strikethrough~~):

Section 12-3-2 AR (Agricultural Residential) Zone

* * *

12-3-2.B. Permitted used. The following uses are permitted outright in the AR Zone:

12-3-2.B.1. Single family OR tiny home. ~~two-family and multiple-family dwellings, including apartments.~~

12-3-2.B.2.a. Accessory buildings, including a private garage for the storage of vehicles owned by persons residing on the premises, greenhouses for private use only, porches on accessory buildings, building for storage of personal effects, provided that they shall not be closer than ten feet to the main building and that they shall not encroach on any required front or side yards SETBACKS.

- 12-3-2.B.2.b. Unattached sheds require a minimum of three feet setback on all sides WITH THE EXCEPTION OF FRONT PROPERTY LINES WHERE THE SETBACK MUST BE TWENTY (20) FEET.

* * *

- 12-3-2.B.4.a Schools, churches, ~~hospitals, clinics, daycare nurseries or rest homes~~, provided that sufficient open space in the form of front and side yard setbacks, playgrounds, parking areas, etc., has been provided. ~~as determined by the board of adjustment.~~

- 12-3-2.B.4.b HOSPITALS, CLINICS, AND REST HOMES PROVIDED THAT SUFFICIENT OPEN SPACE IN THE FORM OF SETBACKS, COMMON AREAS, AND PARKING AREAS FOR STAFF, RESIDENTS, VISITORS, ETC., HAS BEEN PROVIDED.

* * *

- 12-3-2.B.7. Fences, walls and hedges. ~~not exceeding six feet in height, except in the front yard or within a triangle measuring thirty feet from the corner of a lot fronting on two streets or within a triangle measuring ten feet from the intersection of a street and alley. Within a front yard or within a triangle measuring thirty feet from the corner of a lot fronting on two streets or within a triangle measuring ten feet in height is permitted and a wire fence or other see-through fence not more than four feet in height is permitted. Fences, walls or hedges shall not at any time interfere with neighboring properties having a clear view of the street.~~

- A. FRONT (NEAREST STREET FACING): MAY BE THREE (3) FEET SIGHT OBSCURING OR FOUR (4) FEET NON-SIGHT OBSCURING.
- B. REAR: MAY BE UP TO BUT NOT EXCEEDING SIX (6) FEET.
- C. SIDES: MAY BE UP TO BUT NOT EXCEEDING SIX (6) FEET EXCEPT FOR FRONT TWENTY (20) FEET MUST BE THREE (3) FEET SIGHT OBSCURING OR FOUR (4) FEET NON-SIGHT OBSCURING.
- D. CORNER LOTS OR LOTS BORDERING ALLEYS MUST HAVE A MINIMUM OF TWENTY (20) FEET OF THREE (3) FEET SIGHT OBSCURING OR FOUR (4) FEET NON-SIGHT OBSCURING

FENCING. AN EXCEPTION MAY OCCUR WHERE THE CORNER MAY BE CUT AT A 45-DEGREE ANGLE AT TWENTY (20) FEET BACK, IN BOTH DIRECTIONS, WHICH THE WALL MAY REMAIN THE SAME HEIGHT AND MATERIAL AS THE REST OF THE WALL.

* * *

12-3-2.C. Development Standards.

12-3-2.C.1. Maximum building height: Two stories (not to exceed thirty-four (34) feet)

12-3-2.C.2. Lot sizes:

a. 7000 square feet for a single-family dwelling

~~b. 8000 square feet for a two-family dwelling (duplex)~~

~~c. 7000 square feet plus two square feet of lot area for each square foot of building floor space above 500 square feet in the case of a multi-family dwelling (three or more). i.e. a tri-plex with three 700 square foot dwellings would require a minimum of 9700 square feet ($700 \text{ ft}^2 \times 3 = 2100 \text{ ft}^2$. $2 \text{ ft}^2 \times 200 \text{ ft}^2 \times 3 = 600 \text{ ft}^2$. $7000 \text{ ft}^2 + 2100 \text{ ft}^2 + 600 \text{ ft}^2 = 9700 \text{ ft}^2$)~~

db. 10,890 square feet per single family dwelling where domestic animals or chickens (except household pets) are to be maintained in accordance with the requirements of section 12-3-2.B.11 above.

ec. 5000 square feet for a tiny home dwelling

~~f. Domestic animals (except household pets) not allowed on multi-family lots.~~

gd. A minimum of TWO (2) off-street parking spaces shall be provided per ~~livable unit~~ DWELLING.

12-3-2.C.3. Minimum lot width (measured at the front [nearest street facing] building line):

a. Sixty (60) linear feet for single family dwelling.

~~b. Seventy linear feet for a two-family dwelling (duplex).~~

~~c. Sixty linear feet for first unit, plus five linear feet for each additional dwelling in the case of multi-family dwelling.~~

~~eb.~~ Thirty-five **(35)** linear feet for a tiny home dwelling.

12-3-2.C.4. Minimum front yard setback: Twenty **(20)** feet, except that the setback for any dwelling located between two existing buildings shall be the average of the setbacks of the two existing buildings, provided the existing buildings are on the side of the street and are located within one hundred fifty **(150)** feet of each other.

12-3-2.C.5.a Minimum side yard setbacks: Ten **(10)** feet, except where lots have a double frontage (corner lots), then the required front yard setback (twenty **(20)** feet) shall be provided on both streets.

12-3-2.C.5.b Minimum back yard setbacks: Ten **(10)** feet

12-3-2.C.5.c Minimum front setback for a tiny home dwelling shall be a minimum of twenty (20) feet while all other setbacks shall be a minimum of five (5) feet

12-3-2.C.6. Frontage on a Public Street: At least one side of each lot used as a dwelling site shall abut upon a public street.

12-3-2.C.7. Landscaping: At least seventy percent **(70%)** of all front and side yards of dwellings which front on public streets shall be landscaped.

12-3-2.C.8. Dwelling sizes: All new dwellings shall possess a minimum square footage as follows:

a. Nine hundred (900) square feet for single family dwellings.

~~b. Six hundred (600) square feet for each dwelling unit in a two family or multi-family dwelling. A DWELLING WITH A MINIMUM OF TWO HUNDRED (200) SQUARE FEET AND A MAXIMUM OF FIVE HUNDRED (500) SQUARE FEET WILL BE CONSIDERED A TINY HOME DWELLING.~~

~~eb.~~ The square footage requirements as set forth in this subsection shall be met as the dwelling was initially constructed; e.g., the dwelling may not be added on to in

order to reach these minimum square footage requirements.

~~A dwelling with a minimum of 200 square feet and a maximum of 500 square feet will be considered a tiny home dwelling.~~

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 __ day of _____, 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 2023-07 was duly passed and adopted by the Council of the Town of Pima, Arizona, at a regular meeting held on the ____ day of _____, 2023, and that a quorum was present at the meeting.

Cody Marshall, Town Clerk

Town of Pima



PLANNING AND ZONING • PO BOX 426 • PIMA, AZ 85543

• PHONE (928) 485-2611 • FAX (928) 485-9230 •

VARIANCE APPLICATION

APPLICANT

Name Georgia Hunter

Mailing Address PO Box 613

Pima AZ 85543

Contact Person Georgia Hunter

Phone 928-965-1899 Fax

PROPERTY INFORMATION

Assessor's Parcel # 109-79-013B Luster

Township 109-79-0180D Emery Range Section

Subdivision

Unit # Lot #

Address/Location 575 W 600 S Pima

Existing Land Use

Lot Size 99,000

VARIANCE REQUEST

The reasons for this variance application are that concerning peculiar conditions, a strict interpretation and/or compliance would work an unnecessary hardship, and that in granting the requested variance the general intent and purposes of the zoning ordinance will be preserved. Listed below are the special conditions and circumstances which exist & which are peculiar to the above described land, building, or structure located within the town zoning.

•Provide a brief description of the request:

1) Construct 7ft concrete block wall between above parcels - 159ft long

2) Construct 4ft wall along the front of parcel 30 ft long

Submittal checklist

- ☐ Pre-application meeting with Planning & Zoning Department. (Required.)
- ☐ Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed.
- ☐ A list of names and addresses of all the property owners within 300 feet of subject property.
- ☐ All required items need to be submitted to PZ at least 30 days prior to the meeting date.
- ☐ A filing fee of \$50.00 for residences**
- ☐ A filing fee of \$150.00 for commercial**

**Refundable if Board denies application

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Planning & Zoning Department access to the subject property during the course of project review. No further consent or notice shall be required.

I hereby certify that the information in this application is correct and agree to abide by the regulations of this jurisdiction.

Signature of Applicant

Georgia Hunter Date 7/12/13

Signature of Property Owner

(if not the applicant)

Date _____

OFFICE USE ONLY

Received By HA Date 7/16/13
Cash or Check # 1265 Fee 25.00

BOA ACTION

☐ Approved with Conditions (See attachments) ☐ Denied
Resolution # _____ Date _____

DATE: July 20, 2023
TO: Town of Pima Planning and Zoning
Meeting, August 17, 2023
FROM: Georgia Luster, Submitted: July 20, 2023
RE: VARIANCE APPLICATION
Parcel #109-79-013B - 575 W 600 S Pima, AZ 85543

This request involves private properties of Parcels 109-79-013B (Linc & Georgia Luster); Parcel 109-79-012D (Todd & Amanda Emery); 109-78-011L (Derrick Bryce).

This is a request for the P & Z Commission to consider approving a request to:

- 1) **Construct a one-hundred and fifty-two foot (152) long, seven (7) foot high concrete block wall between Parcel #109-79-013B - Linc & Georgia Luster and Parcel #10979-012D - Todd & Amanda Emery.**

See attached map and picture of properties. To begin with, Parcel #109-79-013B abuts up to private property, Parcel #109-78-011L (Derrick Bryce) (Photo A). Parcel #109-79-013B does not front two streets (Code) even though Parcel #109-78-011L (private property) is being used by neighbors north of the Luster Parcel. Furthermore, regarding ingress/egress of Parcel 109-79-012D (Emery) there is not at any time interference with property owner having a clear view. The Emery's are in support of constructing the full 152 foot wall, 7 feet tall without the first front twenty feet being only three feet tall.

- 2) **Construct a 152 foot wall 7 feet high without the first front twenty (20) feet being only three (3) feet high.**

Parcel 109-78-011L is private property and not a designated public road. There is not at any time interference with neighboring properties having a clear view. The gate on Parcel 109-79-012D is seventy (70) feet from the proposed wall (see attached map and photo A). On another note, Parcel 109-78-011L (private property) is not a designated public road. Photo B

According to the Town of Pima there have been complaints of Parcel 109-79-013B presenting a blight or deteriorated appearance. A seven foot retaining wall on the property will eliminate this appearance, provide privacy and security. It is my opinion that a front three (3) foot height requirement defeats the purpose.

I would encourage each of the commission members to physically go to the property site and view the facts. I will be glad to meet with each of you individually and can be reached at (928)965-1399 if you have any questions.

Respectfully, Georgia Luster

109-79-028

Luster
109-79-013B

Emery
109-79-012D

Bryce
109-78-011L

Private Property

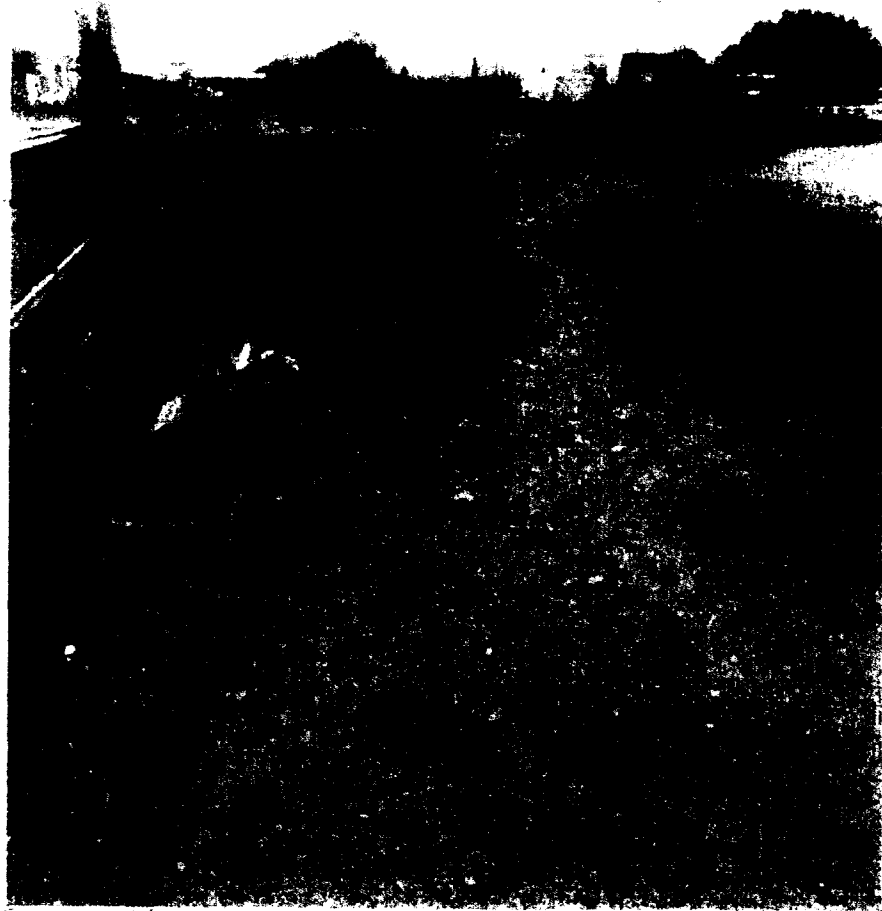
109-78-030 Gate
TCP

109-78-029

N

Photo A

3 Parcel
109-78-6114
Boice
Private Property



E

--Luster
109-79-6136

← Wall →

5

Photo B

W

Heepes

Accomman

10 ft from

S

EMERY

N

E



110

Town of Pima

PLANNING AND ZONING • PO BOX 426 • PIMA, AZ 85543

• PHONE (928) 485-2611 • FAX (928) 485-9230 •



VARIANCE APPLICATION

APPLICANT

Name Alfredo & Sandra Contreras

Mailing Address PO BOX 22
Safford AZ
85548

Contact Person Sandra Contreras

Phone 520-305-1555 Fax _____

PROPERTY INFORMATION

Assessor's Parcel #: 105-38-006

Township PIMA Range _____ Section _____

Subdivision _____

Unit #: _____ Lot #: _____

Address/Location 501 S. 200 East

Existing Land Use Place a mobile home

Lot Size .71 acres

VARIANCE REQUEST

The reasons for this variance application are that concerning peculiar conditions, a strict interpretation and/or compliance would work an unnecessary hardship, and that in granting the requested variance the general intent and purposes of the zoning ordinance will be preserved. Listed below are the special conditions and circumstances which exist & which are peculiar to the above described land, building, or structure located with the town zoning.

• Provide a brief description of the request:

Place a brand new mobile home on property to live in permanently. Property was zoned for no mobiles by town 2 months ago. IN process of purchasing a new mobile.

Submittal checklist

- ☐ Pre-application meeting with Planning & Zoning Department. (Required.)
- ☐ Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed.
- ☐ A list of names and addresses of all the property owners within 300 feet of subject property.
- ☐ All required items need to be submitted to P&Z at least 30 days prior to the meeting date.
- ☐ A filing fee of \$50.00 for residences**
- ☐ A filing fee of \$150.00 for commercial**

** Refundable if Board denies application

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Planning & Zoning Department access to the subject property during the course of project review. No further consent or notice shall be required.

I hereby certify that the information in this application is correct and agree to abide by the regulations of this jurisdiction.

Signature of Applicant

Alfredo Contreras

Date 7-10-2023

Signature of Property Owner

(if not the applicant)

Date _____

OFFICE USE ONLY

Received by GA Date 7-10-23
Cash or Check # GA Fee 50.00

BOA ACTION

☐ Approved with Conditions (See attachments) ☐ Denied
Resolution # _____ Date _____

To whom it may concern,

My husband and myself moved here to Pima in January. We purchased a piece of property that belonged to my uncle Julian Munoz. We were very excited and looked into upgrading the Utilities and cleaning up the property. We were excited about a new start. We were informed by the town that if we were to fix up the property and make it liveable that we needed to apply for permits. We complied.

We purchased an RV to stay in temporarily while we applied for the proper permits. Evan Stringfellow was the person who is in charge of issuing the permits. We informed Evan that we were in the process of purchasing a brand new mobile home but that it would take some time to get it on the property. We had written this on the permit when we applied for the RV permit.

On the morning of July 6th Evan was driving up 200 East rd when he turned around to speak with me. He had told me that the town passed a new zoning ordinance 2 months prior and that we would no longer be able to put a mobile home on our property. We had no idea that this had happened. We never received a letter, call, or seen anything posted around Pima about this rezoning meeting. Again our intent was to place a mobile home on our property. Evan knew this since he was the person who approved the permit to begin with. I really thought Evan was finally helping us instead of discouraging us from living in Pima. Later that afternoon we received a cease and desist order from the town. I was upset that we now have to jump through hoops just to live and be at peace. Another political hoop.

I called to speak to Evan and he never replied. We were ignored. We spoke to the city manager, Vernon, to see if we could come to some kind of agreement or get some kind of help with this situation. We instead got a negative outcome from Vernon. He could care less to try and help the citizens of Pima.

We talked to our neighbors in our surrounding area and all of them told us they did not receive a letter or any notice from the town about the rezoning. Again, we never received a letter, call or seen any info about the rezoning. We are the only lot that can place a mobile home on the east side of 200 East.

After doing some investigating, a few things came to our attention. All of our neighbors told us that Pima is the worst place to live in. It's like being in an HOA. After hearing this and trying to stay positive we prayed to the good Lord to help us with this issue we have stumbled upon. This is why we are here with this presentation to ask the town of Pima to please allow us the Variance to place a mobile home on our property. To live in peace and quiet. We love all our neighbors and we want to beautify our land and be able to start a new life in Pima AZ.

Mark 12:31

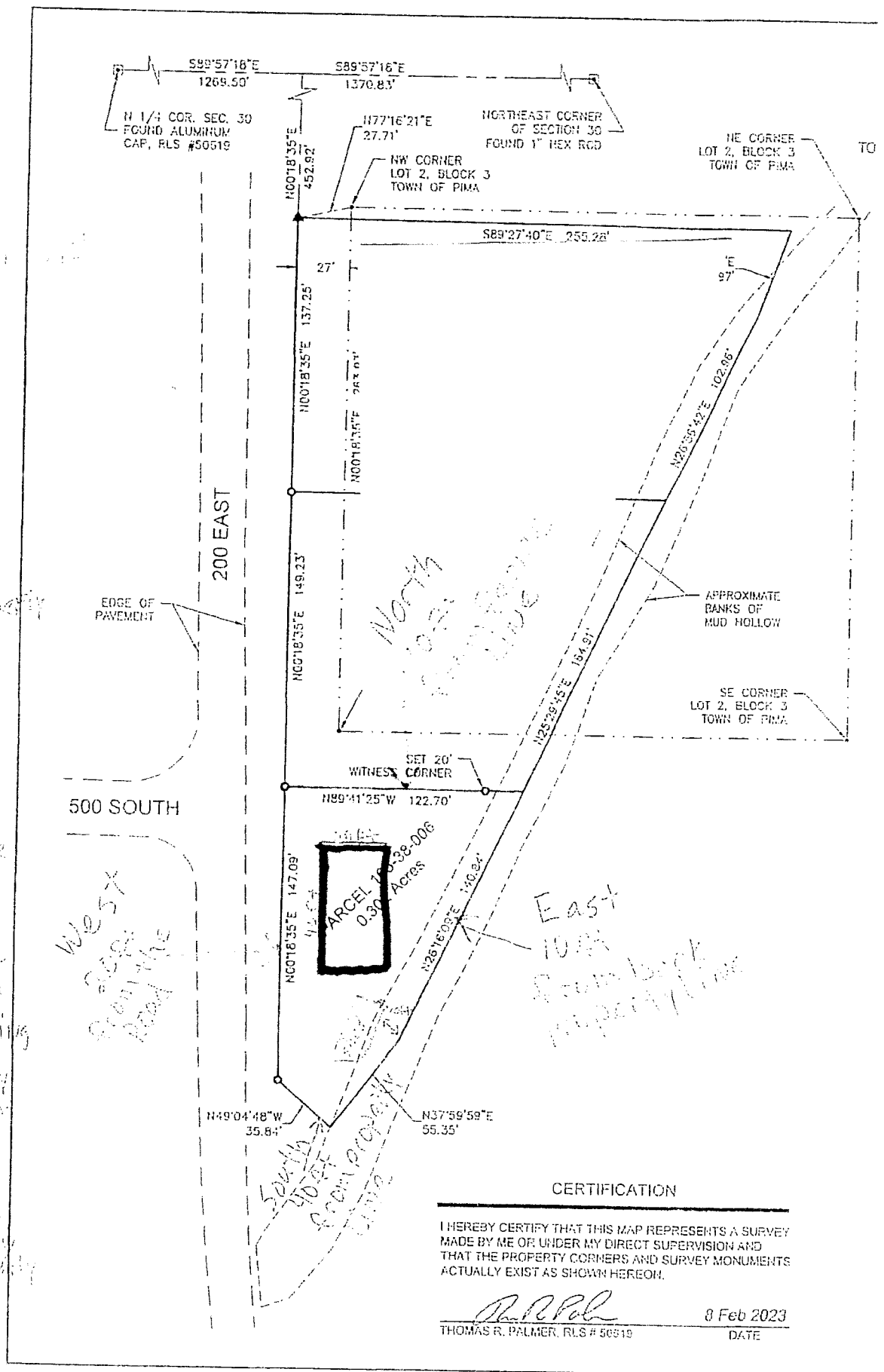
This is love everyone. We are all neighbors. Just to live in peace.

Please know if you have any questions to feel free to call us or stop by our property to see what we have done and want to do.

Thank you for your time,

Alfredo & Sandra Contreras

off 1500 ft. from
past fence that
ground is already
100 ft. from prop
line



**GRAHAM COUNTY FLOOD CONTROL DISTRICT
FLOODPLAIN MANAGEMENT DEVELOPMENT PERMIT APPLICATION**

GRAHAM COUNTY ENGINEER * 921 Thatcher Blvd., Safford, AZ 85546 * 928-428-0410

Name: Alfredo Contreras

Floodplain Permit No.: 23-01

Phone No: 520-405-9259

P&Z Permit # Town of Pima

Location of Structure: 501 S 200 E Pima, AZ 85543

Structure Type: (Please Check)

Manufactured Home ☒

Site Built Home ☐

Garage ☐

Shed ☐

Other ☐

Flood Zone: A02

Map No.: 1239D

Parcel No.: 105-38-006

REQUIREMENTS:

Grading and Drainage Plan: ☐ Prepared by a Registered Professional Engineer.

Drainage Clearance Form: ☒ Prepared by a Registered Professional Engineer.

Red Stamped Plans: ☐ Prepared by a Registered Professional Engineer.

Elevation Certificate: ☒ Prepared by a Registered Professional Engineer or a Licensed Surveyor.

Venting: ☐ **YOU MUST SUBMIT A DRAWING** of the proposed venting, including location, height, size, type of screening, etc. to the Graham County Engineering Dept. (See venting handout). **THE DRAWING MUST BE APPROVED BY THE GRAHAM COUNTY ENGINEER BEFORE THE BUILDING PERMIT IS ISSUED.**

Other: ☒ Install per Office of Manufactured Housing. Bottom of frame must be elevated 1 foot above the floodplain water surface. Verify elevation of the bottom of the frame and installation adheres to Drainage Clearance form. All servicing utilities including air conditioning must be elevated 1 foot above the floodplain water surface. Elevation Certificate is required to be approved by Graham County before a Certificate of Occupancy is issued.

THIS PERMIT IS GRANTED UNDER THE FOLLOWING CONDITON(S):

1. The Applicant **MUST** follow the construction documents approved by the Graham County Engineering Department in all areas of construction within the Floodplain.
2. Construction activity shall not divert or otherwise alter surface water flows, floodplains and floodways which will increase dangers to health, safety or property. The construction must comply with all City, County, State or Federal requirements for construction within a floodplain. See attachments.
3. Applicant **MUST** advise the Graham County Engineering Department **48 hours BEFORE POURING FOUNDATION AND FLOOR OR SETTING A MOBILE HOME, FOR THE FOLLOWING INSPECTIONS** within the floodplain (EACH OCCURANCE):
 - a. **FOUNDATION FORM**
 - b. **PAD INSPECTION**
4. Applicant **MUST** notify the Engineering Department at (928) 428-0410 for final inspection after construction is in place in order to obtain **CERTIFICATE OF OCCUPANCY**.

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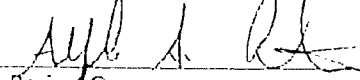
WAIVER AND DISCLAIMER OF LIABILITY:

The review you have undergone is solely for the purpose of determining if your Application conforms to the written requirements of the Floodplain Regulation for Graham County. It is not to be taken as a warranty. Compliance with this Regulation does not insure complete protection from flooding. The Floodplain Regulation meets established standards for floodplain management, but neither this review nor the Regulation take into account such flood related problems as natural erosion, streambed meander or manmade obstructions and diversions all of which may have an adverse effect in the event of a flood. You are advised to consult your own engineer or other expert regarding these considerations.

I hereby acknowledge the above project involves construction in a Floodplain and will comply with applicable regulations and employ construction practices that will protect the health, safety and property affected by the project.

I have read and understand the above **WAIVER AND DISCLAIMER OF LIABILITY.**

Signed by:


Project Owner

01-19-2023

Date

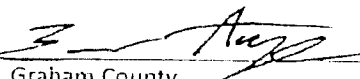
Signed by:

Construction Company Officer

Date

Permit Fee: \$100.00 as based upon Section 6.3 of the Graham County Flood Damage Prevention Ordinance

Issued by:


Graham County

7-19-23

Date

c/c 1-19-2023 BC

PAID

Permit fee is non-refundable and in effect for twelve (12) months from date of issue.

Payment Entry Form

Result: Payment Authorized

Confirmation Number: 128030337

Your payment has been authorized successfully and payment will be processed.

Graham County Engineering thanks you for your payment. For questions about your account, please call 528-428-0410 Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

My Bills

Description	Amount
Floodplain Permit payment of \$100.00 on Account Number 21-15	\$100.00
Subtotal:	\$100.00
Convenience Fee:	\$2.50
Total Payment:	\$102.50

Customer Information

First Name: Alfredo
Last Name: Contreras
Address Line 1: PO Box 22
Address Line 2:
City: Safford
State: Arizona
Zip Code: 85548
Phone Number: 520-405-9259
Email Address: alcymex@yahoo.com

Payment Information

Payment Date: 01/19/2023
Card Type: Visa
Card Number: *****9195

Signature: 

Date: 01, 19, 2023

By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as Graham Co Engineering. If you have any questions about the charges please call 1-888-891-6064.

Town of Pima



7733
TOWN OF PIMA

PLANNING & ZONING DEPARTMENT
PO Box 426 • 110 W Center • Pima, AZ 85543
(928) 485-2611

APPLICATION FOR BUILDING PERMIT

Property Owner Alfredo Contreras

Today's Date 1-26-23

Address 503 east 200 south

Phone 520-405-9259

APPLICATION IS HEREBY MADE TO THE TOWN OF PIMA FOR A BUILDING PERMIT FOR THE FOLLOWING:

New Home ☐

Addition ☐

Remodeling ☐

Demolition ☐

Other Structure ☒

Specify: Electric Panel

Fence ☐

Type: _____

Height: _____

Ft.

Commercial Building ☐

Specify: _____

THE PROPOSED WORK IS TO BE EXECUTED IN ALL RESPECTS IN CONFORMITY TO THE BUILDING ORDINANCES OF THE TOWN OF PIMA. (These ordinances coincide with IBC 2009.)

Property Location: _____

Lot Size _____

Size of New Construction _____ (See Plot Plan on Back)

Front Yard Set Back _____

Side Yard Set Back _____

Approximate Market Value: \$ 2,000.00

Contractor (if any) _____

Phone _____

Contractor's

Address _____

On the back of this form, please attach a plot plan or draw a sketch of the lot and proposed improvements indicating the information listed on the back.

Alfredo Contreras
SIGNATURE OF APPLICANT

REPRESENTING

FOR OFFICE USE ONLY

Fees Paid \$ 108

Parcel No. 105-38-006

Permit No. 2023-009

New Construction Sewer Tap Fee \$1500 to be paid

owe \$108.00

1-26-23

NO. 2023-009

NAME Alfredo Contreras

STREET ADDRESS 503 E 2nd S

MAILING ADDRESS 01-30-24

EXPIRES

PURPOSE Panel
- POST AND MAINTAIN IN CONSPICUOUS PLACE -

TOWN OF PIMA BUILDING OR USE PERMIT

PERMIT

FOUNDATION SETBACKS

76 FRONT YARD
10 SIDE YARDS
10 BACK YARDS

[Signature]
ZONING INSPECTOR
PIMA, ARIZONA

Pima Town Council Monthly Report / Pima Police Department

Aug-23

DR#/ ARREST/CIT/WAR

Total	114	Adult Felony Arrests	8
Radio Assigned	95	Adult Misdemeanor Arrests	9
On View Activity	19	Juv. Misdemeanor Arrests	1
301DR#/Arrest/cit/war	34/5/0/4	Juv. Felony Arrests	0
302 DR#/Arrest/cit/war	5/2/1/2	Bookings	10
303 DR#/Arrest/cit/war	sick leave	Total Arrests	18
306/DR#/Arrest/cit/war	19/2/2/1		
307DR#/Arrest/cit/war	53/9/4/19		
308/DR#/Arrest/cit/war	3/0/0/0		

calls

Agency assist	11	Disorderly	2
Civil Standby	2	Harassment/Threats	4
DUI	0	Drugs	0
Animal Problem	3	Illegal Burning/ Littering	0
Alarm Call	3	Assault/stabbing	1
ATV Complaint	0	Trespassing	1
Burglary	0	Vehicle Impound	0
Citizen Assist	7	911 Hangup	0
Criminal Damage	1	Prowler	0
Civil Matter	3	Escort	3
Drug Related	*2	Fraud	1
Domestic Violence	1	Costodial Interference	0
Traffic Offense	6	Unwanted Person	2
Fight/Disturbance	2	Suspended License	2*
Found Property	2	Order of Protection	0
Juvenile Problem	6	Alcohol Offense	1*
Medical/EMT	14	Unattended Death	0
Suspicious Activity	5	Missing Person	0
Stolen Vehicle	0	Unsecure Property	0
Theft	0	Attempt Suicide	0
Traffic Complaint	3	Child Abuse	0
Search Warrant	0	Party	0
Welfare Check	6	Lost property	0
Wanted Person	4	Parking Problem	3
Weapons Offense	0	Utility Problem	0
Fire	4	Recovered Property	0
Pursuit	1	Canine	0
Papers Served	0	Phlebotomy	0
Vehicle Collisions	0	Premise check	1

Information Reports

8

Follow up

3

Loud Music

2

Sex Offense

0

PIMA PUBLIC LIBRARY

Monthly Statistical Report

AUGUST 2023

CIRCULATIONS

Currently checked out: 536

Currently overdue: 38

TOTAL MONTHLY CIRCULATIONS: 2,136 (# of items checked in and out)

HOLDINGS

Books- 13,212 AudioBooks- 140 DVD's- 1,843

TOTAL HOLDINGS: 15,195

PATRONS (registered card holders)

Admin/Board: 13 New Patrons Added: 14

Adults: 1,165 Children: 301

Family/Inst: 302 Restricted: 288

TOTAL PATRONS: 2,069

HOURS OF OPERATION: 171

NUMBER OF DAYS OPEN: 19

LIBRARY ATTENDANCE: 1,358

OF COMPUTER USERS: 68

PROGRAMS & OUTREACH

OF PROGRAMS/ATTENDANCE

Community Groups 4 8

LEGO Club 6 79

Movie Night 0 0

School Groups 2 17

Story Time 4 94

TOTAL: 16 198

VOLUNTEERS: 5 HOURS GIVEN: 6.5

FINANCIAL

Fines \$ 54.05 Copies \$ 14.30 Fax \$ 2.00 Sale Room \$ 12.25

Lost \$ 10.0 Donations \$ 2.80 (less) Petty Cash \$ -19.35

TOTAL INCOME \$ 76.05