City of Benson
City Council Communication

Regular Meeting **August 12, 2013**

To: Mayor and Council Consent Agenda Item # 1a

From: Vicki Vivian, CMC, City Clerk

Subject:

Minutes of the July 8, 2013 Regular Meeting

Discussion:

Attached are the minutes of the July 8, 2013 Regular Meeting.

Staff Recommendation:

Council pleasure

THE REGULAR MEETING
OF THE MAYOR AND CITY COUNCIL OF BENSON, ARIZONA
HELD JULY 8, 2013, AT 7:00 P.M.
AT CITY HALL, 120 W. 6TH STREET, BENSON, ARIZONA

CALL TO ORDER:

Mayor King issued a public statement, saying he wasn't going to allow the Call to the Public, but after much consideration, was placing it back on the agenda and asked whoever addressed Council to be reasonable and refrain from name-calling. Mayor King then stated everyone has their own thoughts, but asked them to be decent in expressing them to the Council.

Mayor King then called the meeting to order at 7:00 p.m. with the Pledge of the Allegiance. Mayor King introduced Kirk Sorenson of the Assembly of God who offered the invocation.

ROLL CALL:

Present were: Mayor Toney D. King, Sr., Vice Mayor Al Sacco. Councilmembers Ron Brooks, Jeff Cook, Brian Crafts, Chris Moncada and Peter Wangsness.

EMPLOYEE RECOGNITION: None.

PROCLAMATION:

Mayor King read a proclamation declaring the Month of July, 2013 as "Parks and Recreation Month." Mayor King then presented the proclamation to Recreation Coordinator Laura Parkin.

PUBLIC HEARING: None

CALL TO THE PUBLIC:

Paul Lotsof addressed Council stating he was not a sports fan and when he was a kid he was the person no one wanted on their team, adding when he was 10 years old he ended up on a baseball team and in deciding on easier and more efficient rules, when it was his turn at bat, he decided to save some steps and run to third base instead of first base. Mr. Lotsof then stated the lesson learned was that each player can't make up their own rules, even if the rules don't make any sense to them. Mr. Lotsof then stated lately he has been seeing a lot of players making up their own rules, in some cases, these players broke established rules, and in some cases, the players took advantage of the fact that the rules were either vague or there weren't any rules. Mr. Lotsof then stated on May 13, he came before Council and brought attention to when the Council terms begin and end, adding he took the position that the Council terms expired on June 22. Mr. Lotsof then stated the newspaper reported that on June 26, the City Clerk contacted state agencies for information about swearing in protocol and was told the terms are from July 1 to June 30, but they didn't report who gave her that information. Mr. Lotsof then stated what is more important is what law requires the July 1 date and if the law does require July 1, then Ms. Vivian has been doing it wrong since she took over as City Clerk in 2005. Mr. Lotsof then stated he was also very concerned how Council agendas are formulated, adding he heard that 2 Councilmembers can put something on the agendas and there also seems to be some thinking that the Mayor has the right to take any item off the agenda if he desires, moreover it is believed the Mayor has the right to cancel a meeting and call a special meeting any time he considers that to be appropriate. Mr. Lotsof then stated there is also the widespread belief that the City Manager can put something on the agenda, adding he searched the City Code and state law and can't find much of anything about how items get on the agenda, how they get removed, who can call for a meeting or who can cancel the scheduled meeting, adding the possibility for abuse is staggering, asking what would happen if the Mayor decided to cancel all meetings. Mr. Lotsof then stated with no rules, anything goes and the City

government crumbles adding this lack of rules pertaining to the agenda has been a problem for years and it is amazing no City Attorney has ever suggested that written rules be established. Mr. Lotsof then stated a few years ago, with no Council action, most agenda items began to contain the name of a public official printed in bold type, but there was no indication of what that means, asking is the person named the person who requested the item be on the agenda or are they the person who is going to address the Council. Mr. Lotsof then stated the bottom of the agenda is full of footnotes and the reason for the bold names could be added to those footnotes. Mr. Lotsof then stated his strongest suggestion is that the subject of agendas be placed on a Council agenda in the near future, adding no one wins when the game has no rules.

Nancy Iverson addressed Council stating they need to realize that they are the people's Mayor and Council and are the City employees' bosses, adding they also need to remember they were elected by the people to represent all the people, not special interests and they should keep in mind what is best for the entire community. Ms. Iverson then stated as Councilmembers, they must check their personal feelings at the door, adding this is their obligation as an elected Councilmember and it has not been the case in the past years. Ms. Iverson then stated the Council must go by the law of their office, not by their feelings or how some people want them to vote to be a good guy, adding she hopes they will work for all the people in this community. Ms. Iverson then asked Councilmember Moncada if he realized being elected to Council meant he was one of his father's bosses. Ms. Iverson then stated she is also very concerned about the negative letters being written and published in the paper, adding if the people that are writing them think they are helping our City, they are very mistaken. Ms. Iverson stated the negativity is not just read by locals, but everywhere these paper go and asked what new business would ever want to come here with what has been written. Ms. Iverson then stated she knows each of the Councilmembers have a backbone and suggested they use it and not be swayed by trying to be a good guy, adding they can see that has not worked. Ms. Iverson then stated Benson needs new businesses and only the Council can make this happen, adding they need to get along and work together. Ms. Iverson then encouraged the Councilmembers to study their Council packets, adding she has confidence they can do the job and be men with a mission to make Benson the City with positive actions.

David Lambert addressed Council stating he would like to donate his 5 minutes to J.T. Moffett.

Stephen Insalaco addressed Council stating he is an advocate of the Benson Municipal Airport and would like to talk about hangar structures at the airport or the lack thereof. Mr. Insalaco stated economic growth at the airport has been slower than desired, adding part of that slow growth can be attributed to poor economic times, but part of it can be attributed to the lack of sheltered aircraft parking in the form of t-shades and hangar structures. Mr. Insalaco then stated John Martin, a former FBO operator of the airport, once stated, "Build it and they will come," in reference to building hangars and t-shades and pilots will bring their aircraft to base them at the Benson Airport, adding Mr. Martin also understood more based aircraft implies better economic wealth for the businesses on the airport property and more airport operations which translate to additional FAA airport improvement program grant funds for capital improvements of airport facilities. Mr. Insalaco then stated this is ever more important now that the FAA is delegating grant funds on demonstrated need. Mr. Insalaco then stated this is why it is important to encourage the City or private developers to build additional hangars or t-shade structures, adding he provided Council and Mr. Brad Hamilton with a white paper that characterizes the existing and possible hangar pad location sites and also provides recommendations on how each pad site should be utilized. Mr. Insalaco then stated he would hope the City would strongly consider building additional hangar structures or t-shade structures, which again, would bring more pilots and more based aircrafts to the airport and assist in the economic health of the businesses on the airport property and progress the City's operation of the airport into the black. Mr. Insalaco then stated he believed the construction of t-shades on the existing west aircraft parking apron could bring 10-20 parking stalls to the property. Mr. Insalaco then summarized his comments stating he would like to ask Council to consider either building these structures or seeking out and encouraging private developers to do the same to bring additional aircraft to the airport, provide a greater number of based aircraft, assist in the greater economic health of businesses on the airport property and assure greater security that the City will receive the fullest amounts in FAA AIP grant funds and progress the City toward operating the airport in the black.

Lupe Diaz addressed Council stating he was in support of the mural project, adding he thinks it would add charm to the community. Mr. Diaz then stated in reference to Council, someone asked him if he thought what happened in the City Manager's office on June 21 was wrong, adding he would like to provide a balanced view and was speaking as a personal resident. Mr. Diaz then stated the election was overwhelmingly evident and the people made their choice. Mr. Diaz then stated it was interesting that the recall petitions surfaced from a City employee after the election adding he knew it was a tense election and there was tension in the City, noting he thought part of this was due to Chapter 7. Mr. Diaz then stated there was a lot of mistrust, anger and suspicion, adding the issue with Little Caesar's also brought tension into the process of events. Mr. Diaz then stated he heard about the boycott of the meeting, but in his view with some of the things he heard, he found there were not only people on the voters block side who missed the meeting, but members from the other side who also missed the meeting. Mr. Diaz then stated he hated to talk about sides, but it's evident that is what happened. Mr. Diaz stated then there was news that the swearing in was going to take place on June 24, but the Mayor cancelled the meeting and the people should be asking themselves why is all of this happening. Mr. Diaz then stated the new Council did their research and did what they thought needed to be done, which was being sworn in by a notary. Mr. Diaz then stated he understood there were all kinds of things happening with that and the Attorney General is looking into the situation, adding he understands there are vacations that were taken during that time and all those things bring questions to the people's hearts. Mr. Diaz then stated the recall is now enflamed and he knows the people feel like they are doing what is right. Mr. Diaz stated he believes the Councilmembers are doing the best they can and he believes Councilmember Brooks asks the right questions, does research, talks to a lot of different people, is looking for equitable government, a government that will stand and bring in policy and added he is in support of keeping Councilmember Brooks on the Council. Mr. Diaz then stated the so called voters block which was mentioned in the paper, is the will of the people, asking if they hear that term come up, to please take the election results into consideration. Mr. Diaz then stated not any one Councilperson makes a decision, but the Council as a whole should make decisions. Mr. Diaz then again stated he knew things happened in the City Manager's office, but he was assured that there were not any pointed or personal accusations that were made, adding he wasn't there and could not tell the Council this was true. Mr. Diaz then stated the actions of the outgoing Councilmembers resulted in the actions of the incoming Councilmembers and should be considered, adding he knows there is a lot of fear, anger and mistrust among the people, but we are going to have to lay that down in order to progress. Mr. Diaz then asked that we all move on and support our newly seated Council, citing a scripture in Proverbs, where no wood is, the fire goes out, so where there is no talebearer, the strife will cease. Mr. Diaz then stated any time we look back, there is a possibility of turning into a pillar of salt so we all need to start looking forward in the things we would like to see.

Dianne Tipton addressed Council stating she would like to note she had requested speaking last. Mayor King stated Mr. Moffett, Councilmember Brooks and Councilmember Wangsness all had the same request to speak last. Ms. Tipton then addressed Council stating everything that has been done in the past is over, they should let sleeping dogs lie and give the new Council a chance to bond with each other and settle into their new positions, adding the public needs to give them support and stand up for them and with them as they go about the City's business. Ms. Tipton then stated the public shouldn't allow anyone or anything to get the Council or the public distracted from what is important, adding they should reject attacks on anyone and do what is best for the community. Ms. Tipton then stated the Council can be a good team if left alone to govern without any interference and with good legal counsel. Ms. Tipton then asked the Council to be strong and united in their purpose, adding they are the public's leaders, so they should lead the public. Ms. Tipton then stated to the public, she says reject those with personal power agendas, be smart enough to recognize a lie when you hear one and a fake when you see one and not to allow themselves to be fooled by either. Stand up, be wise enough and strong enough to shut down those who speak hate and destruction and don't listen to it, adding shame and disgrace should come upon anyone who wants to interfere with this new Council and who inserts themselves into the running of this City just for the sake of seeking power and to appease their ego, especially when they try to do it in the name of the Lord. Ms. Tipton then stated God is watching and he always knows the truth, adding we are all instruments and we can march separately as solos or we can march together as a band, adding she is here to support the band.

Barbara Nunn addressed Council stating she had a question about the golf course. Ms. Nunn then stated the golf course currently has no liquor license and she has talked to 10 people in the last week that aren't coming to Benson anymore to play golf because they can't have a drink after they play golf. Mayor King then stated he would have Mr. Cox address this subject. Interim City Manager Jim Cox then stated the City processed the annual renewal of the liquor license, which was due on June 30 and found it was held up due to a lien having been filed on the prior owner of the golf course who gave the City the liquor license as part of the gift of the golf course. Mr. Cox then stated the City is currently in negotiations with the Department of Revenue to get the lien released and hopes that the liquor license will be back in place this week, adding these were circumstances beyond the City's control.

J.T. Moffett addressed Council stating he would like to thank Mr. Lambert for donating his time. Mr. Moffett then stated he had high hopes to come to the first session of the new Council and give them encouraging and positive messages, but sadly in light of recent events and antics from a few of the Council, he has taken a different approach in the hopes it will bear fruit for the future of a more stable and cohesive Council. Mr. Moffett then stated he shared the sentiment of a great many citizens of Benson when he says that he is appalled at the behavior of Councilmembers Brooks, Crafts and Wangsness, adding people ask him all the time if those Councilmembers have lost their minds. Mr. Moffett then stated having some knowledge of the whole affair, he must say that the rumor about the pending action on the part of the Council and the fallacy of having no Council quorum after the 21st of June was nothing more than propaganda designed to compel the Council to make some rash decisions. Mr. Moffett then stated Mayor King cancelled the June 24 meeting effectively ending the controversy and he applauds Mayor King for standing tall, making the right decisions and standing firm against the manipulation and pressure from Councilmember Brooks and his followers, henceforth referred to as "Brookies." Mr. Moffett then stated first Councilmembers Wangsness and Crafts boycotted the City Manager Selection committee meeting, citing a conflict of interest from Councilmember Moncada, adding for the record, the conflict of interest is a lie. Mr. Moffett then stated Councilmember Crafts should not insult our intelligence by copping out to missing the meeting because he had to work, adding neither the Chairman nor the City Clerk ever got a message from him that he would miss the meeting and only after the negative public backlash did Councilmember Crafts deny boycotting the meeting. Mr. Moffett then stated for the record, there is no conflict of interest for Councilmember Moncada to be on that committee. Mr. Moffett then stated Councilmembers Crafts and Wangsness then had themselves sworn in before some obscure notary public, adding there was none more obscure than who swore Councilmember Crafts in, adding Councilmember Crafts was in a totally different county before someone who could not possibly know if he won an election in Benson. Mr. Moffett then stated armed with their meaningless sworn affidavits, Councilmembers Brooks and Wangsness marched into City Manager Jim Cox's office, led by Dianne Tipton demanding recognition as Councilmen and for the meeting for June 24 be reinstated, adding to make matters worse, they threatened Mr. Cox with felony charges and the police had to be called. Mr. Moffett then asked if they knew how many ethics and laws they violated, to say nothing of the public's trust, noting the public feels like their trust has been violated. Mr. Moffett then stated many people worked hard, spending a great deal of time and money campaigning to get them elected, yet when the "Brookies" began their grab for power, they forgot their campaign promises and followed them like sheep, asking where that advice had gotten them. Mr. Moffett stated the new Councilmembers were still not officially sworn in on this Council until July 1, when a state recognized elections officer swore them in. Mr. Moffett then stated they did not succeed in intimidating Jim Cox into rescheduling the June 24 meeting with Mr. Brooks' personal agenda on it and nothing happened between June 24 and July 1 to warrant their rebellious behavior, adding they only succeeded in showing who Councilmember Brooks really is and put themselves in the same boat as him. Mr. Moffett then stated the SS Brooks is sinking and they should abandon ship, adding Councilmember Brooks' bitter style of aggressive politics has become very unpopular with the Benson community and ever since the election, Councilmember Brooks has grown quite large in his own sight, mouthing numerous threats against everyone from Mayor King to several City employees. Mr. Moffett stated he knew this because he was on the receiving end of many of those conversations with Mr. Brooks and he has grown weary of Councilmember Brooks' ego and his dictatorship mentality. Mr. Moffett then stated it's time for him to cut the tie that binds, adding he wants no part of Councilmember Brooks' personal vendettas. Mr. Moffett then stated to cut administrative costs in City Hall is just economics,

adding we have to downsize our government if we hope to grow as a community, but with Councilmember Brooks, it's personal, adding Councilmember Brooks wants everyone to know that he holds the ax at the chopping block. Mr. Moffett then stated the attempted coup on June 21 in Mr. Cox's office is further proof of Councilmember Brooks' lust for power, adding Councilmember Brooks thinks he has the voting block to do whatever he desires on this Council and he is sorely mistaken. Mr. Moffett then stated there is also Councilmember Brooks' highly questionable and unethical relationship with Dianne Tipton, a key player in the Stagecoach Trails lawsuit and asked what any of the Councilmembers are doing intimately socializing with someone who is suing their constituents, and then joining her to harass the City Manager, going to parties at her home and acting on legal advice from her. Mr. Moffett then stated if anyone wanted to talk about a conflict of interest, they need to look no further than the Brooks-Tipton connection and lay off Councilmember Moncada, adding the personal vendetta Councilmember Brooks has against Councilmember Moncada is really getting old, adding in fact, all of Councilmember Brooks' personal vendettas are a burden on this Council and this community. Mr. Moffett then stated he was against the recall in the beginning, but Councilmember Brooks' behavior recently has caused him to fall back on the wise old saying, "where there's smoke, there's fire," adding Councilmember Brooks is making many of the public believe what they are hearing. Mr. Moffett then stated he hopes Councilmembers Wangsness and Crafts take a good hard look at who is advising them and who they have followed, asking them to separate themselves and be their own men, adding they should take no further advice from the people who have mislead them, but should seek qualified legal counsel. Mr. Moffett then stated their recent antics came from internet-based legal research, and Councilmembers Crafts and Wangsness were the victims of what he calls "cut and paste law," adding the "Brookies" take an A.R.S. statute and try to apply it by cutting it out and pasting it into a situation so it will fit their agendas. Mr. Moffett then stated the City of Benson was never without a Mayor or Council, adding they were shown only parts of the law that led them to believe otherwise and he is confident no bonafide attorney told them any of the so-called laws were broken. Mr. Moffett then suggested they chalk it up to a mistake and reject any further counsel from the "Brookies," adding for the record, City Clerk Vicki Vivian did not suddenly take June 21 off so the new Councilmembers couldn't be sworn in as the "Brookies" said, but was at her son's wedding, adding he is quite sure the wedding was planned far in advance. Mr. Moffett then stated this is how they twist things to fit their own agendas, adding Councilmembers Crafts and Wangsness were duped into believing they had to swear themselves in. Mr. Moffett then stated the Councilmembers needed to admit to the people of Benson that they made a mistake and let the public see they are not too proud. Mr. Moffett then stated Councilmember Brooks not only refuses to ever admit he is wrong, but he actually went and gave Jim Cox a directive without Council approval on June 21, after all the trouble he's in for doing the exact same thing to City employees, adding Councilmember Brooks is the only official Councilman who was present on June 21 who still maintains he had the right to direct Mr. Cox at his office. Mr. Moffett then stated for the record, any directive given to the City Manager must come from this Council, in these Chambers, in open session with the exception of an agenda item and he commended Interim City Manager Jim Cox and Mayor King for their self-control and efficient handling of the altercation, adding both refused to be intimidated by internet lawyers and stood firm in support of the July 1 swearing-in ceremony and the State of Arizona agreed. Mr. Moffett then stated this is Councilmembers Crafts' and Wangsness' wake up call, adding they should not try to justify their actions any further. Mr. Moffett then stated a great many of their supporters are feeling betrayed and they need to let their supporters know they have learned from their mistakes. Mr. Moffett then stated he had a proposal for Councilmember Brooks, who has done a lot of bragging about his support for the people of Benson, adding as the public knows, the Senior Center is in dire straits and is in need of additional funding and the recall will cost taxpayers around $10,000. Mr. Moffett then suggested that Councilmember Brooks resign and save the taxpayers $10,000, adding the Council can then turn and give that money for the recall to our Senior Center and Councilmember Brooks can finally honestly say he did something for the people of Benson. Mr. Moffett then stated the Council could then choose someone to fill Councilmember Brooks' seat who has no axes to grind, someone who will work with the Mayor and Council, with City Hall and will listen to the people of this fine community, adding Councilmember Brooks is not that man and he should do the right thing and resign.

Councilmember Brooks stated he has a response and stated he never heard Mr. Moffett quote any codes or anything in front of the public that supports anything he says. Councilmember Brooks then stated they

have documentation and everything they need to show exactly what they did, which was to make a request of Mr. Cox, adding it was not a demand. Councilmember Brooks then stated it was their right as Councilmembers and he did it for them, adding they have their rights to have their seats on time without being interfered with. Councilmember Brooks then stated he heard a rumor that Mr. Moffett talked the Mayor into cancelling the June 24 meeting and that he has seen Mr. Moffett attack just about every person on this Council and the past Council and then come back and make friends with them. Councilmember Brooks then stated he didn't know what Mr. Moffett's interest is in Benson, but he had a conversation with Mr. Moffett and Mr. Moffett told him that he would protect the Mayor from everyone. Councilmember Brooks then stated that scares him that Mr. Moffett would protect the Mayor from talking to Councilmember Brooks or other Councilmembers. Councilmember Brooks then stated he wanted to make it clear that he had a conversation with Mr. Moffett and it made him afraid of who Mr. Moffett is and what his intentions are in the community.

Councilmember Wangsness stated he was going to read his open letter he sent to the editor of the San Pedro Valley News-Sun, in response to the actions of the last month and people's misperceptions, adding since he was entrusted by the voters of Benson, he only thought it fair that they be apprised of the full situation. Councilmember Wangsness then stated he never cited Chris Moncada or a boycott of the meeting and he doesn't know where that came from. Councilmember Wangsness then stated as far as the comments about smoke and fire, smoke may come from the fire of purity as well as the fire of dung. Mr. Wangsness then read his letter which will be retained with the Council packet.

Mayor King stated he would like to respond to some comments made during the Call to the Public, stating in reference to the June 24 cancelled meeting, he was asked by a citizen at the Call to the Public to cancel all meetings until the new Council was sworn in and that is what he did. Mayor King then stated the ability of the Mayor to cancel a Council meeting when warranted has been the practice for the last 12 years and while it may need to be addressed in the codes, he and previous Councils have been advised by the City Attorneys over the years that is was ok for the Mayor to do so. Mayor King then stated Mr. Moffett found out about the cancelled meeting the same time all the other citizens did, adding he talks to many citizens of the City all the time. Mayor King then addressed the comments regarding the new Councilmembers having themselves sworn in, stating if it was so important to do so, why wasn't Jeff Cook and he invited.

CITY MANAGER REPORT:

Interim City Manager Jim Cox addressed Council, giving the dates of upcoming meetings and events.

July 9, 2013	–	Library Advisory Board, 4:00 p.m., City Library
July 20, 2013	–	Historic Preservation Commission, 9:00 a.m., City Hall
July 22, 2013	–	City Council Meeting, 7:00 p.m., City Hall
July 23, 2013	–	Ribbon Cutting Ceremony, Union Park Playground, 10:30 a.m.
		Community Watershed Alliance, 6:30 p.m., City Hall

Acting Interim City Manager Jim Cox stated the City pool is currently down due to the main pump in the pool being broken, adding the City had to order another one and we anticipate the pool being opened again on Saturday, July 13. Mr. Cox stated it will be installed as soon as possible, but anyone wishing to go to the pool should call City Hall to make sure the pool is open. Vice Mayor Sacco stated the City should have a spare pump on hand so the pool didn't have to be closed down with Mr. Cox stating the pump had a design change and with the maintenance schedule, we can expect more longevity from the pump. Mr. Cox then reminded everyone to check the ADOT project closures at www.adot.gov for more information.

Mayor King stated he would be out of town for approximately 7 days and Vice Mayor Sacco would be the Acting Mayor while he was gone. Mayor King stated he would be available if something came up and anyone needed to contact him.

NEW BUSINESS:

1. **Consent Agenda**

1a. Minutes of the May 15, 2013 Worksession
1b. Minutes of the May 20, 2013 Worksession
1c. Minutes of the June 3, 2013 Special Meeting
1d. Minutes of the June 10, 2013 Regular Meeting
1e. Minutes of the June 20, 2013 Special Meeting
1f. Appointment of Jean Baden to the Benson Board of Adjustment
1g. Appointment of Jane Scholer to the Benson Board of Adjustment
1h. Appointment of Bob Baden to the Planning & Zoning Commission
1i. Reappointment of Irma Bernal to the Benson Historic Preservation Commission
1j. Reappointment of Phyllis Little to the Benson Historic Preservation Commission
1k. Appointment of Alwine Frega to the Benson Historic Preservation Commission
1l. Appointment of Peter Wangsness to the Benson Historic Preservation Commission
1m. Appointment of Peter Wangsness to the City of Benson Economic Development Subcommittee (EDSC)
1n. Renewal of the contract with Southeastern Arizona Governments Organization (SEAGO) Area Agency on Aging, Region VI
1o. Resolution 20-2013 of the Mayor and Council of the City of Benson, Arizona, approving and authorizing the execution of an Intergovernmental Agreement between the City of Benson and the Benson Unified School District #9 (the "District") to permit reciprocal use of the buildings and grounds of the City of Benson and the District
1p. Resolution 21-2013 of the Mayor and Council of the City of Benson, Arizona, approving and authorizing the execution of an Intergovernmental Agreement between the City of Benson and the Pomerene Elementary School District #64 (the "District") to permit reciprocal use of the buildings and grounds of the City of Benson and the District
1q. Facility Use Agreement between Cochise County Community College District and the City of Benson for the use of the college owned facility located at 1025 S. SR90, Benson, Arizona
1r. Purchase of two TORO brand greens mowers for the golf course
1s. Invoices processed for the period from May 31, 2013 through June 13, 2013
1t. Invoices processed for the period from June 14, 2013 through June 27, 2013

Councilmember Brooks stated he would like to remove items 1f and 1g. Councilmember Wangsness then stated he would like to note that for Items 1a through 1e, he was not present, nor a Councilmember, asking if he could legally vote on them. City Attorney Mike Massee stated he doesn't see the need for pulling those items off the Consent Agenda, adding when a Councilmember is not present for a meeting, they can still vote in the affirmative which would entail only the presumption that the minutes were correctly prepared. Mr. Massee then stated if the Councilmember has a concern that the minutes were not correctly prepared, they can pull the item off and discuss it, but again, Councilmembers who were not at a meeting can vote in the affirmative without any impropriety. Councilmember Wangsness then stated he would like to remove items 1f, 1g, 1h, 1k and 1l, adding those are new appointments to Boards and Commissions. Mayor King then asked if there was a motion for the remaining Consent Agenda. Councilmember Brooks moved to approve the Consent Agenda without items 1f, 1g, 1h, 1k and 1l. Seconded by Councilmember Moncada. Motion passed 7-0.

Consent Agenda – Items Removed:

1f. Appointment of Jean Baden to the Benson Board of Adjustment

Councilmember Brooks stated normally when there are sitting members on a board and their terms come to expire, the secretary usually calls them and asks them if they want to continue their service or if they would like to withdraw, but that never happened. Councilmember Brooks then stated he happens to be on the

Board of Adjustments and Mr. Robert Barnaby was also, adding he called Mr. Barnaby and they both would like to continue their service. Councilmember Brooks then stated he turned in a letter requesting a reappointment and Mr. Barnaby will be submitting a letter requesting reappointment also. Councilmember Brooks then stated their terms expire July 31, so as long as their requests are back to the Council, they don't need any more applicants to apply. Councilmember Brooks then moved to table this item until the next meeting. Councilmember Cook stated he would rather not table the item, stating he introduced himself to Jean and Bob Baden and asked them if there had been any other Councilmember try to screen them for their own political purposes the way Councilmember Brooks did with Jason Miller's appointment to the Board of Adjustment and they told him no one had. Councilmember Cook then stated Mr. Baden offered the information that he had a background in construction and he has the time to serve on the Board. Councilmember Cook then stated the Baden's probably do not meet Councilmember Brooks' political litmus test and seemed to be independent which was a good thing. Councilmember Cook then stated the Badens live in his neighborhood and he feels his neighborhood needs representation and he feels the Council should vote on the item tonight. Mayor King stated there was a motion to table the item on the floor. Seconded by Councilmember Crafts. Motion then passed 6-1 with Councilmember Cook voting nay.

1g. Appointment of Jane Scholer to the Benson Board of Adjustment

Councilmember Brooks stated he would like to table this item under the same circumstances as item 1f; that existing members of a committee should be allowed to have a preference in continuing their service if they are providing good service to the City. Seconded by Councilmember Crafts. Motion passed 5-2 with Vice Mayor Sacco and Councilmember Cook voting nay.

1h. Appointment of Bob Baden to the Planning & Zoning Commission
1k. Appointment of Alwine Frega to the Benson Historic Preservation Commission
1l. Appointment of Peter Wangsness to the Benson Historic Preservation Commission

Councilmember Wangsness stated he would like to address all the appointments in the Consent Agenda that are new appointments, items 1f, 1g, 1h and 1k as a group, not individually, adding his suggestion is for existing members of a board or committee whose terms are expiring be given precedence and automatic renewal. Councilmember Wangsness then stated he would also like to see some due diligence for new applications from now on. Councilmember Wangsness then stated while there are no specific qualifications to sit on these boards and committees, there is no reason not to have some standards and philosophies since these boards, commissions and committees act on behalf of and represent the City of Benson. Councilmember Wangsness then stated he believes there should be some processes for the selection of the positions and at the very least, he would like to see a comment from the sitting Chairperson and perhaps an informal interview with the Council. Councilmember Wangsness then stated he would also like to suggest that at least 1 Councilmember sit on each board or committee to represent the City of Benson. Councilmember Wangsness then stated the Mayor and Councilmembers would be exempt from the reviews as they have already been selected and endowed with the trust of the people of Benson.

Councilmember Brooks then moved to table items 1h, 1k and 1l. Seconded by Councilmember Crafts. Councilmember Moncada asked if the reason he wished to table the items was the same as items 1f and 1g. Mayor King stated he was a little concerned about having 4 Councilmembers on a committee with Councilmember Moncada stating that item (1m) had already been passed. Councilmember Wangsness then stated item 1l was his appointment to Historic Preservation Commission, adding the commission had mentioned reducing its size from 9 to 7 members, but he contacted Ms. Bernal on the commission and she stated it was due to the fact no one wanted to be on the commission. Councilmember Moncada then asked why these items should be tabled with Councilmember Brooks stating he believed Councilmember Wangsness wanted to address them. Councilmember Wangsness then stated he thought it would be appropriate for new appointments to come forward at the next meeting so Council could talk to them and at least know who is representing the City and the Council on these commissions, adding he feels this should happen with new appointments, but wasn't necessary with reappointments or appointments of

Councilmembers. Councilmember Cook stated this looks political to him, adding Ms. Bernal's term was coming to an end and she was aware of that and asked to be reappointed. Councilmember Cook then stated it appears to him that everyone knew their term was ending and that Councilmembers should not try to stack the deck politically in their favor, adding he thinks the Council needs to move on with the people who have expressed an interest and leave behind the people that are just trying to play catch up with Council assistance. Mayor King then called for a vote. Motion passed 6-1 with Councilmember Cook voting nay. City Clerk Vicki Vivian asked if the item was tabled to the next Council meeting, with the Council concurring.

2. **Benson Butterfield Rodeo Committee's request for assistance by providing and assisting with set up of serpentine fencing, providing equipment and personnel to assist with the chalking of the parking lot at the Arena, giving access to water for prep and dust control and becoming a Sponsor for the Benson Butterfield Rodeo**

Heather Floyd, President of the Benson Butterfield Rodeo Committee, addressed Council stating this is their 13th year running the Benson Butterfield Rodeo. Ms. Floyd then gave a brief history of the event, stating the first year, they partnered with the Chamber of Commerce and after that, formed their own 501c4 to produce an annual event. Ms. Floyd then stated they produce the event every year, because they wanted more events in our community and noted when they make money, they give it back to the community, adding primarily they have given funding to All the King's Horses Childrens Ranch and the San Pedro Family Resource Council, but occasionally have donated to some Christmas Trees/Angel Trees and things of that nature. Ms. Floyd then stated she was coming before Council to ask for the labor and physical assistance the City has provided for the past 13 years, adding it makes the event go a lot smoother and is truly appreciated, noting they are an all-female rodeo committee and to have some gentlemen help really lightens the load. Ms. Floyd then stated she is also coming to Council for financial assistance to put on the 2-day rodeo, adding the reason for this is last year, the City Council asked them to do that, adding in order to do so, it costs quite a bit more money, noting last year the City did assist in the costs by donating approximately $3,000 to host the second day. Ms. Floyd then stated the reason the request for this year is a little more is because the bids that came in last year were actually higher and the rodeo committee had to pay to host the second day. Ms. Floyd stated the committee would like to ask the City to cover the cost of the second day so they can continue giving their proceeds to charities, noting last year, their donations were down due to having to pay for the extra expenses. Councilmember Brooks asked where the committee received the majority of the funding for the rodeo with Ms. Floyd stating the committee solicits businesses that support the event through funding and equipment, noting the cost for a 2-day event is approximately $20,000. Councilmember Brooks commended Ms. Floyd stating the event definitely brings revenue into the City and last year, it seemed to work well as a 2-day event. Councilmember Brooks then asked if the Council had put money for this event in the Community Enrichment fund with Finance Director Megan Moreno stating the Council budgeted $4,675 specifically for the Butterfield rodeo. Councilmember Moncada stated a 2-day event keeps people in the City overnight and helps businesses in the City such as hotels and restaurants, adding the rodeo committee does a great job with the event. Mayor King concurred with Councilmembers Brooks and Moncada stating the committee has built the event over the years, adding he heard people in Tucson and Marana talking about the rodeo in Benson. Councilmember Cook stated he went to the event location after the event and found that there was still an enormous crowd who stayed to drink and socialize, adding with a 2-day event, the City makes money back through additional sales in the City. Councilmember Brooks then moved to approve the request for assistance by providing and assisting with set up of serpentine fencing, providing equipment and personnel to assist with the chalking of the parking lot at the Arena, giving access to water for prep and dust control and becoming a Sponsor for the Benson Butterfield Rodeo with financial support in the amount of $4,650. Seconded by Councilmember Moncada. Motion passed 7-0.

3. **Adoption of the Benson Area Transit Program Civil Rights Policies in both English and Spanish**

Public Works Director Brad Hamilton stated as part of receiving the federal transit grants, the City has to adopt a civil rights policy, adding the policy was provided by ADOT, who administers the grant from the

federal government. Councilmember Moncada asked if this was new with Mr. Hamilton stating this was one of the things that came up in the federal audit. Councilmember Moncada asked if the policy was available for riders with Mr. Hamilton stating anyone who asked for a copy would be given one. Councilmember Brooks then clarified that the policy basically regulates the driver and any employment activities we have as related to the transit system. Councilmember Brooks then asked about the transportation advisory committee with Mr. Hamilton stating Council will be seeing that committee come forward in the near future. Councilmember Wangsness then stated the statement of equal opportunity is quite a bit longer than the one for ADOT, and noted the proposed statement is missing the word "sex" which is listed in the ADOT policy. Councilmember Wangsness stated the proposed statement only has gender and sexual orientation, noting gender and sex are not the same and suggested adding the word "sex" to be compliant. Mr. Hamilton noted it could be changed with Councilmember Wangsness stating gender refers to an orientation rather than the actual DNA of an object in that term. Councilmember Moncada moved to adopt the Benson Area Transit Program Civil Rights Policies in both English and Spanish with the addition of the word "sex" in the equal opportunity statement. Vice Mayor Sacco asked if the policy had been through legal review with City Attorney Mike Massee stating he reviewed the policy and it was consistent with other policies that have been adopted by other cities and towns with this type of a transit public service. Motion seconded by Councilmember Crafts. Motion passed 7-0.

4. **Discussion and possible action to provide financial support for proposed murals on the outdoor walls of the Visitor's Center parking lot**

Southeastern Arizona Economic Development Group (SAEDG) Director George Scott addressed Council stating Benson has a lot of opportunities coming up for growth and new business soon. Mr. Scott then stated one of the ways that we, as a community, should encourage new business is to build on the tourism business we have. Mr. Scott then stated he had talked to a lot of the Council about this mural project, which will help tourism and he would like to introduce Lisa Hill, who has volunteered and was appointed as the chairman of the Benson Clean & Beautiful Committee, which was established about 6 or 7 years ago.

Ms. Hill then addressed Council stating she had been elected chairman of the Benson Clean & Beautiful Committee and their immediate goal is to paint murals on downtown Benson buildings to encourage new business through tourism. Ms. Hill then stated they would like to start with the walls west of the Visitor Center, depicting train murals to go along with the railroad logos that will be installed as part of the grant awarded to the City from Union Pacific. Ms. Hill then presented sample murals from other cities and stated they asked Doug Quarrels of New Mexico, a wonderful muralist, to do the first 3 murals because he quoted a price of $15.00 per sq. ft. which would be about $7,000 for the three of them, but he instead offered to do 8 murals for $3,600, which is less than $10.00 per sq. ft. because he is excited about moving to Benson and doing the murals all over town. Ms. Hill then referred to the sample murals, stating the murals will be done in full living color and will really beautify the City. Ms. Hill then stated the Benson Clean & Beautiful Committee from 2003 to 2007, did a wonderful job of fundraising, adding they have some funds in their account, but are asking the City of Benson for a donation to help with the first project and they feel once the muralist starts painting these murals, they will have people coming forward to help with the costs, adding the committee will also be doing some very aggressive fundraising to get the City painted with these murals. Councilmember Moncada applauded the committee's efforts and stated he felt it was a great project and he would love to see this history around the City. Councilmember Crafts stated he wished the Council could have seen the YouTube video of some of the work and also the drive the muralist has and how he motivates the young people to work on the art as well. Councilmember Crafts then stated we have artisans in this community too and he is sure the muralist is going to be working with them. Councilmember Crafts then stated in the past, it has been mentioned that the town needs some feeling and some vibrancy, adding this is a very good start. Vice Mayor Sacco stated one of his neighbors is an artist, who took a look at the presentation and told him the committee is getting a bargain. Vice Mayor Sacco then stated he thinks it's a great project. Mayor King agreed stating it's nice to see the old photos of Benson at the new underpass and this will be another addition to bring Benson's history and heritage back. Councilmember Cook stated at first, he wanted the artist who had done the mural at 4th Street and San Pedro to do the proposed murals, but once he saw the presentation, he was quite happy with the muralist.

Councilmember Cook then asked if anything had been budgeted for this project with Finance Director Megan Moreno stating the budget contained $2,500 in City promotions that is available for any miscellaneous projects the Council wishes to donate to throughout the entire fiscal year. Ms. Hill then stated the committee was not asking for the entire amount and would be very happy with a donation of $1,500. Councilmember Wangsness stated he liked the idea of murals tying the City together, adding he had been working with Bob Nilson on a couple other projects that would tie in well with this project, such as trying to resurrect the banners that were once on the street signs around town, adding they would be Welcome to Benson banners with a railroad motif. Ms. Hill then stated their request is for a donation to assist with funding the project, but also includes permission to paint these murals on City property. Councilmember Brooks stated he liked the idea, adding there has been talk in the past about what kind of theme we want for the City, adding no one has figured out what we want, but it looks like it's developing itself. Councilmember Brooks then stated he thinks this is a good project to start with, it will flow well with what we've got and is a good way to start giving culture to our City. Councilmember Brooks then moved to approve a donation of $1,500 to the Benson Clean & Beautiful Committee from the City promotions line item for the mural project. Seconded by Councilmember Wangsness. Councilmember Cook stated the request was also for permission for the murals to be painted on the City property and the motion needed to be amended to include their permission. Councilmember Brooks then amended his motion to include permission for the murals to be painted on the walls next to the Benson Visitor Center. Amended motion seconded by Councilmember Wangsness. Motion passed 7-0.

5. **Review of City Finances with emphasis on May, 2013 financial results, the City's financial position at May 31, 2013 and discussion of expected future net revenue streams**

Finance Director Megan Moreno addressed Council with the financial highlights for the month of May, adding the next presentation will be the year in review so it will be slightly different. Ms. Moreno then stated the City's unrestricted cash balance has decreased since last month to $1.5 million, noting one of the big reasons for this is the City made the fifth annual payment to Wal-Mart in the amount of $250,000 per a development agreement. Ms. Moreno then stated bond proceeds as of May were still $1.4 million, but would decrease next month, due to a bond draw in June for $245,000 as reimbursement capital projects being done around the City. Ms. Moreno then stated expenditures did exceed our revenues by $86,000, again noting the payment just made to Wal-Mart. Ms. Moreno then stated Citywide revenues for May were $876,000 and $9.4 million year-to-date which is a decrease over 2012. Ms. Moreno then stated she would like to briefly review revenue changes, stating the golf course actually saw significant improvement in revenues over 2012, adding not only was May a better month, but over the fiscal year, it is up $158,000 in golf operations, adding the revenue is at 110% of budgeted revenue already as of May and there is still 1 month to go. Ms. Moreno then stated there were also significant decreases in our revenues, noting construction sales tax, impact fees and utilities revenues are all down. Ms. Moreno then stated the gas fund revenue seems to be down from the prior year, attributing the decrease to a warmer winter, noting the months with the large decreases over last year were December and January. Ms. Moreno then stated wastewater revenues appear to be down as well, due to the City not being reimbursed for hauling fees for Whetstone wastewater, but noted the City no longer has the expenditures associated with it either. Ms. Moreno then stated sanitation revenues are also down about $25,000 from last year, noting the majority of the decrease has to do with commercial revenues, adding commercial customers no longer have to use the City as their solid waste removal provider and they can contract with other companies, while residential customers are still required to use the City. Ms. Moreno then stated the City has seen some commercial accounts move from the City to their own vendors, but has also seen a few customers resume service with the City after realizing the City cost less. Ms. Moreno then reviewed the General Fund stating revenues are on target with budgeted numbers at $498,000 for the month of May, personnel costs were $238,000 and other expenses were about $110,000, adding the City did see a strong positive fund balance for the General Fund, so even though citywide our fund balance was negative, in our General Fund, the revenues exceeded our expenditures and brought our fund balance for the year down to only being negative $14,000. Ms. Moreno then stated we would like to see that figure even by the end of the year. Councilmember Brooks asked how many payments were left to Wal-Mart with Ms. Moreno stating she believed there were slightly over 4 payments, adding she would get the exact figure to Council.

Ms. Moreno then reviewed the Enterprise Funds beginning with the Gas Fund stating it was down for the month of May, noting gas usage is going down, but we still have expenditures, adding this is typical for this time of year. Ms. Moreno then stated the Water Fund is still doing well, thanks to the electronic meters, adding it is always operating with a positive fund balance. Ms. Moreno then stated the Wastewater Fund is also back up to a positive fund balance for the month of May, noting last month there were a few unexpected expenditures, but the fund recovered this month. Ms. Moreno then stated sanitation is also operating at a positive and has been for the past couple months. Ms. Moreno then stated in the Golf Course, Council could see in the operations side, a positive for $1,000, adding that does include the $25,000 donation and noted the City has one more donation left. Ms. Moreno then stated in the food and beverage side of the Golf Course, there was a positive fund balance of $3,600.

Ms. Moreno then moved to sales tax, stating the City had a declining trend in retail sales tax where it is decreasing and then out of nowhere, we posted a strong showing in May of about $70,000 more than we had in the prior May and was also up year-to-date. Ms. Moreno then stated with this strong amount in May, she and Interim City Manager Jim Cox took a look to see if it could be a timing issue, but it looks like the sales tax collections were increased. Ms. Moreno then stated it could be someone paying late payments or could be the result of an audit or it could be a combination of the two, but stated it doesn't appear to be a timing issue. Ms. Moreno then stated bed tax for the month of May went right back to the normal level after a strange increase in April, which may have been due to a catch up on payments or an accounting issue. Ms. Moreno then noted there isn't much in construction sales tax, adding it could increase in the near future due to a couple of pending construction projects. Ms. Moreno then stated the City's total sales tax collections for the month of May are slightly above where we were last May and significantly above Fiscal Year 2011-2012. Ms. Moreno then noted the State sales tax collection is easy to predict and following along nicely.

6. **Discussion and possible action regarding the termination of the City Attorney Contract and the appointment of an Interim City Attorney**

Councilmember Brooks stated he felt in the past, the City hasn't had the best representation, he thinks the City could do better and he would like to entertain looking at a new City Attorney. Councilmember Moncada stated he thought Mr. Massee has done a pretty good job, and he thinks Mr. Massee gets the blame for the things that aren't necessarily his fault, since ultimately it is the Council's decision on how things progress. Councilmember Brooks then moved to dismiss the current City Attorney and look for a new Interim City Attorney. Seconded by Councilmember Wangsness. Councilmember Brooks then stated he did have a problem with the advice he got from the City Attorney on a number of occasions, he felt the City didn't get good service from Mr. Massee and would like to end his contract on that note. Motion passed 5-2 with Councilmembers Cook and Moncada voting nay. Interim City Manager Jim Cox addressed Council asking if the City was now without representation with Councilmember Moncada noting Mr. Massee's contract contained a 60-day notice to terminate his contract, adding the Council effectively gave Mr. Massee a 60-day notice. Councilmember Brooks stated the Council had taken the vote already with Councilmember Moncada stating if the Council didn't give Mr. Massee the required 60-day notice, it would be a violation of the contract. Councilmember Brooks then stated he would like to see the City move forward with a new City Manager and a new City Attorney, adding he would like to go ahead and say that the Council could give Mr. Massee his severance pay. Councilmember Moncada stated he didn't recall a severance pay clause in Mr. Massee's contract with Councilmember Brooks stating Mr. Massee would get the 60 days but he felt the City didn't need to continue with his service. Councilmember Brooks then stated it would be difficult to ask Mr. Massee about this, but he needed the City Attorney to give him advice on how the Council could change a vote they just made. City Attorney Mike Massee stated he felt clarification via a second motion or vote is appropriate, adding he didn't think it was reasonably clear within the prior motion. Mayor King asked if there was a motion with Councilmember Brooks stating Mr. Massee is entitled to 60 days, so he didn't consider it a severance package, and he didn't know how the Council could modify a motion that was already voted on. Mr. Massee stated the motion to dismiss was clear, and Council had now been discussing under what terms the dismissal would be; whether it is under

the terms in the contract where the dismissal takes effect with a 60-day notice or if it is to be effective immediately and in lieu of 60 days, pay a severance package, adding he didn't want to give Council advice on that, noting it was up to the Council. Vice Mayor Sacco moved to have Mr. Massee stay on as City Attorney for 60 days. Seconded by Mayor King. Councilmember Cook asked Mayor King to restate the motion with Mayor King stating the motion is that the City keep Mr. Massee for 60 days per the contract. Interim City Manager Jim Cox asked if it were legal for the City to go forward functioning without a City Attorney, adding it would be unwise, but noted that could sorted out between now and the next meeting. Councilmember Wangsness stated he understood the motion to be to keep Mr. Massee on for the 60 days. Councilmember Cook stated he didn't want to complicate matters further, but he would like to ask for legal advice on discussing the terms of Mr. Massee's termination, adding he wanted to make sure Council wasn't violating the open meeting law. Mr. Massee stated the terms under which the contract will terminate are within the scope of what had been listed on the agenda as well as a subsequent vote on whether to appoint an Interim City Attorney tonight. Mayor King then called for a vote with Councilmember Brooks stating the Council could keep Mr. Massee until they found an Interim City Attorney. Motion then passed 6-1 with Councilmember Brooks voting nay.

DEPARTMENT REPORTS: None

ADJOURNMENT:

Councilmember Brooks moved to adjourn at 9:00 p.m. Seconded by Councilmember Wangsness. Motion passed 7-0.

_____
Toney D. King, Sr., Mayor

ATTEST:

_____
Vicki L. Vivian, CMC, City Clerk

City of Benson
City Council Communication

Regular Meeting **August 12, 2013**

To: Mayor and Council Consent Agenda Item #1b

From: Bradley J. Hamilton, P.E.
Public Works Director/City Engineer

Subject:

Resolution 22-2013 of the Mayor and Council of the City of Benson, Arizona, authorizing release of assurances for the subdivision known as Cottonwood Bluffs Lots 1 through 100, inclusive, Blocks 1 and 2, and Common Area "A"

Discussion:

The Developer of Cottonwood Bluffs, Lots 1-100 has completed the necessary infrastructure and has requested a Full Release of Subdivision Assurances. Improvements have been completed in accordance with the City of Benson specifications and approved plans.

Staff Recommendation:

Approval of Resolution 22-2013

RESOLUTION 22-2013

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, AUTHORIZING THE RELEASE OF ASSURANCES FOR THE SUBDIVISION KNOWN AS COTTONWOOD BLUFFS, LOTS 1 THROUGH 100, BLOCKS 1 AND 2 AND COMMON AREA "A"

WHEREAS, the subdivision known as Cottonwood Bluffs, located within the City of Benson, has been recorded in the Office of the Cochise County Recorder at Maps & Plats Book 15, Page: 24, 24A, 24B, 24C, 24D, and 24E (hereinafter "Subdivision"); and

WHEREAS, the City of Benson entered into a Third Party Trust Agreement on March 2, 2005 and recorded on March 14, 2005, in Document Number 050308436, and recorded on April 22, 2005 in Document Number 05041377 with Pioneer Title Agency, Inc., an Arizona corporation, acting as Trustee under Trust No. 953552, whereby said Agreement provided means of assuring the completion of the Cottonwood Bluffs subdivision improvements as required by the Subdivision Plat approved September 10, 2004; and

WHEREAS, the City desires to release the previous third party trust that had provided assurances of subdivision improvements under Trust No. 953552 as no longer necessary or useful.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Benson, Arizona, that the third party trust under Trust No. 953552 that provided assurances of subdivision improvements for Cottonwood Bluffs, Lots 1 through 100, Blocks 1 and 2 and Common Area "A" is hereby released and the City Manager is authorized to execute all necessary documents to effect this release.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, this 12th day of August, 2013.

_____
TONEY D. KING, SR., Mayor

ATTEST:

_____
VICKI L. VIVIAN, CMC, City Clerk

APPROVED AS TO FORM:

_____
MICHAEL J. MASSEE, City Attorney

at the request of the City of Benson

When recorded, mail to:
CITY OF BENSON
120 W. 6th St.
BENSON, AZ 85602

CAPTION HEADING: COTTONWOOD BLUFFS
Full Release of Trust Assurance

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT

(THIS FORM IS FOR RECORDER'S USE ONLY)

CITY OF BENSON
BENSON, ARIZONA

FULL RELEASE OF SUBDIVISION ASSURANCES

Subdivision Name: COTTONWOOD BLUFFS

Lot Numbers: LOTS 1- 100, inclusive, Blocks A and B, and Common Area "A"

Block Number: BLOCKS A AND B

Trustee: PIONEER TITLE COMPANY, Inc., an Arizona corporation

Trust Number: 953552 Agreement Date: March 2, 2005

Maps & Plats Book: 15 Page: 24, 24A, 24B, 24C, 24D, and 24E
Document Number: 0503-08439, and re-recorded in Document Number 0504-13777

Whereas, as referenced above, the City of Benson and Trustee have entered into an Agreement which provides that Trustee shall not transfer, lease, sell or convey the property contained in the Subdivision without first obtaining the written approval of the City of Benson; and

Whereas, the Agreement was made pursuant to A.R.S. Section 9-463.01 and Chapter 14 of the City of Benson Code in order to provide for improvements to be made upon the real property subject to the Subdivision plat; and

Whereas, such improvements have been completed in accordance with the City of Benson specifications for the lots listed above;

It is certified hereby, that Trustee has the Approval of the City of Benson to Transfer, lease, sell, or convey the above referenced lots in the Subdivision.

CERTIFICATION OF COMPLETION:

_____
Brad Hamilton, P.E. Date
City of Benson Public Works Director

STATE OF ARIZONA)
) ss.
COUNTY OF COCHISE)

This instrument was acknowledged and executed before me this _____ day of August, 2013, by Brad Hamilton, P.E., who acknowledged himself to be the City of Benson Public Works Director and that as such officer, being authorized so to do, signed the name of the City as such officer.

My Commission Expires: _____

_____
Notary Public

_____
Tony King, Mayor

ATTEST:

_____
Vicki L. Vivian, City Clerk

APPROVED AS TO FORM:

_____
Michael Massee City Attorney

City of Benson
City Council Communication

Regular Meeting **August 12, 2013**

To: Mayor and Council Consent Agenda Item #1c

From: Bradley J. Hamilton, P.E.,
Public Works Director / City Engineer

Subject:

Extension of the Trust Assurance Agreement on the subdivision known as Cottonwood Highlands

Discussion:

The Developer of Cottonwood Highlands wishes to extend the date of the Trust Assurance Agreement for Completion of Subdivision Improvements to March 2, 2018.

Staff Recommendation:

Approval of Extension of the Trust Assurance Agreement on the subdivision known as Cottonwood Highlands

at the request of Pioneer Title Agency, Inc.

When recorded mail to
CITY OF BENSON
120 W. 6TH STREET
BENSON, AZ 85602

00953841-KSL

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Extension to the Trust Assurance Agreement for Completion of Subdivision Improvements, for Cottonwood Highlands

This Extension of Trust Assurance Agreement for Completion of Subdivision Improvements ("this Extension Agreement") is dated for reference purposes as of August 1, 2013, and is entered into for the purposes of extending the completion date of the Subdivision Improvements for Cottonwood Highlands, as outlined in that certain Trust Assurance Agreement for Completion of Subdivision Improvements (the "Agreement") dated March 2, 2005, as entered into between Pioneer Title Agency, Inc., an Arizona corporation, as Trustee under Trust No. 00953841, Cottonwood Highlands, L.L.C., an Arizona limited liability company, as Beneficiary and Subdivider, and the City of Benson, Arizona.

Section 7 Completion of Improvements, of the Agreement contains provisions wherein "The required improvements shall be completed by the Subdivider within five (5) years from the date of this Agreement". Said date of completion would have been March 2, 2010.

The parties hereto, wish to extend the date for which the Subdivider shall complete the subdivision improvements as outlined in the Agreement to March 2, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this Extension Agreement on the dates shown following their respective names below.

Dated: August 1, 2013

Beneficiary/Subdivider
COTTONWOOD HIGHLANDS, L.L.C., an Arizona limited liability company

ERNEST L. GRAVES, Manager

Trustee
PIONEER TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 00953841 only and not in its corporate capacity

By:
Trust Officer

CITY OF BENSON

By:
City of Benson Mayor

ATTEST:

_____

By:
City of Benson City Clerk

APPROVED AS TO FORM:

_____

By:
City of Benson Attorney

State of Arizona }
} ss.
County of Cochise }

The foregoing instrument was acknowledged before me this _____ day of August, 2013, by _____ as Trust Officer for PIONEER TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 00953841 only and not in its corporate capacity.

_____
NOTARY PUBLIC
My commission expires:

State of Arizona }
} ss.
County of Cochise }

The foregoing instrument was acknowledged before me this ____ day of August, 2013, by ERNEST L. GRAVES, as Manager of COTTONWOOD HIGHLANDS, L.L.C., an Arizona limited liability company.

_____
NOTARY PUBLIC
My commission expires:

State of Arizona }
} ss.
County of Cochise }

The foregoing instrument was acknowledged before me this _____ day of August, 2013, by _____ as City Mayor of City of Benson, Arizona.

_____
NOTARY PUBLIC
My commission expires:

THIS NOTARY CERTIFICATE IS TO BE ATTACHED TO: Extension of Trust Assurance Agreement for Completion of Subdivision Improvements

Date of Document: August 1, 2013 / Consisting of 2 pages
Parties to Document:
PIONEER TITLE AGENCY, INC. , as Trustee under Trust 00953841
COTTONWOOD HIGHLANDS PROPERTIES, L.L.C.
CITY OF BENSON, ARIZONA.

City of Benson
City Council Communication

Regular Meeting **August 12, 2013**

To: Mayor and Council Consent Agenda Item # 1d

From: Megan Moreno, Finance Director

Subject:

Contracts with Xpress Bill Pay, Bank of American Fork and Chase Paymentech for establishment of online bill pay capabilities

Discussion:

The Finance Department has researched online bill pay providers for our utility customers and we recommend a service contract with Xpress Bill Pay. Xpress Bill Pay is a partner and preferred vendor with Caselle, the City's accounting software vendor. As a partner of Caselle, Xpress Bill Pay is able to offer a fully integrated, real-time update to our accounting software. This is a service that cannot be matched by other providers. Our initial cost to provide online bill payment services to our utility customers is $3,000 plus the cost of airfare and accommodations for an onsite trainer. Monthly costs will be determined based on the amount and type of payments submitted by utility customers.

Implementing Xpress Bill Pay will also require the City to switch its merchant services provider to a company that is authorized by Xpress Bill Pay. This company is Chase Paymentech. By switching our merchant services to Chase, the City will also benefit from major savings in a reduction of fees charged. We are estimating savings in the thousands of dollars over the course of the fiscal year!

The following is included in this packet*

1. Gateway and Administrative Service Agreement with Xpress Bill Pay

2. ODFI Originator Agreement with Bank of American Fork
    a. Bank of American Fork is Xpress Bill Pay's financial institute that processes Automated Clearing House (ACH) payments on behalf of Xpress Bill Pay as Xpress Bill Pay is not a financial institute. The City is not opening an account with Bank of American Fork but we must have an agreement in place for the bank to process our ACH payments.

3. Chase Paymentech Setup Disclosure Authorization Addendum

*All 3 contracts are necessary for the establishment of this program.

Staff Recommendation:

Approval of Contract for merchant services for online bill pay capabilities

Gateway and Administrative Service Agreement

This Gateway and Administrative Service Agreement is entered into this ___ day of _____, 20__, by and between **Xpress Solutions Inc.** ("Xpress") and **City of Benson** ("Customer") upon such terms and conditions as are set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.0 Initial Term: The Initial Term of this Agreement shall be thirty six (36) months from the date of this Agreement.

2.0 Renewals: This Agreement shall be automatically renewable for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term of this Agreement. If Customer is a political subdivision, the Parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 3.0 in any given fiscal year of Customer.

3.0 Fees: Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, and hosting Fees, and various transaction Fees as set forth in Exhibit A (collectively the "Fees"). Xpress reserves the right to change Fees at any time so long as Customer is provided no less than 30 days advance notice of a change.

4.0 Payment of Fees: Customer authorizes Xpress to initiate an electronic ACH debit entry from Customer's bank account provided in Exhibit B on or about the 5th of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the debit, or if the debit is rejected for any reason, Xpress will contact customer for resolution which will include resubmission up to 3 times. Customer agrees to pay any returned item fees assessed by Xpress' bank for any such return. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.

5.0 Services Provided: Xpress will provide Customer with an Electronic and Internet Payment System. Xpress has developed a web interface that can be used for payment of accounts using credit cards, or electronic funds transfers (EFT). Xpress has developed an application to facilitate the processing and deposit of Lockbox payments sent directly to Xpress on behalf of Customer's account holders (the "End Users"). Xpress has developed an application to receive and repair all data errors from customer initiated online banking payments, and delivers them to Customer in an electronic format. Xpress acts as a Payment Gateway and Third Party Processor for Customer's account holders to make payments. Xpress will provide the EFT and Lockbox services directly using their established banking relationships. Customer authorizes Xpress to endorse checks and other payment items on behalf of Customer for deposit into an Xpress deposit account, and deposit funds as necessary for the clearing of payments received for Customer. Xpress will facilitate the acquisition of the necessary Merchant Service accounts for credit card. Only Merchant Service accounts and electronic funds transfer accounts that are certified by Xpress may be used.

6.0 Support Services and Service Levels: Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 6:00 am to 5:00 pm (MST or MDT) for customers within the continental United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress Internet Payment System.

7.0 Software or Hardware: Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit A. Customer will use its own computers and agrees to have Internet services through an Internet Service Provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Internet Explorer 7 or Mozilla Fire Fox 10.0.

8.0 Billing Information. Customer warrants that it will provide Xpress with relevant Billing Information for End Users. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in Billing Information provided to Xpress.

9.0 Record Keeping. Customer agrees to keep full and accurate records of its utilization of Xpress services and of the transactions giving rise to Billing Information for at least three (3) years after the date of the relevant transaction. Customer understands that Xpress will be required to participate in certain audits in connection with the credit card and electronic funds transfer services provided by Xpress. Customer agrees to cooperate with Xpress in the performance of such audits, including providing information required in the course of such audits.

10.0 Compliance. Customer warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress's Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in **Exhibit C**. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Operating Rules of the National Automated Clearing House Association (NACHA).

11.0 Termination. This agreement may be terminated by either party upon not less than 30 days written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.

12.0 Litigation/Attorney Fees: The parties agree that any dispute between them requiring litigation–whether or not arising under this Agreement–shall only be commenced and determined within the State of Utah. Each party will be responsible for their own costs incurred for any litigation.

13.0 General Provisions. This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

14.0 Indemnification. Xpress agrees to indemnify and hold the Customer, its officers, employees, representatives and agents harmless from any loss, claims, causes of action or demands, including attorneys' fees and costs of defense arising out of negligent or improper performance by Xpress of its obligations or work pursuant to this Agreement. Customer agrees to indemnify and hold Xpress, its officers, employees, representatives and agents harmless from any loss, claims, causes of action or demands, including attorneys' fees and costs of defense arising out of negligent or improper performance by Customer of its obligations or work pursuant to this Agreement.

15.0 Immigration Laws: Xpress shall comply with all applicable federal and state immigration laws that relate to its employees. A breach of this paragraph shall be deemed a material breach of this agreement that shall entitle Customer to terminate this Agreement. Customer may inspect Xpress' records to ensure compliance.

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

Accepted by:

Xpress Solutions Inc.

BY: _____
(Authorized Signature)

Paul Grinceri
(Print or Type Name)

TITLE: Operations Manager

DATE: 07/11/13

Accepted by:

City of Benson

BY: _____
(Authorized Signature)

_____
(Print or Type Name)

TITLE: _____

DATE: _____

EXHIBIT A

FEES

1. Initial Setup Configuration and Development (Non-Recurring)	Included in
Online Payment Module	Caselle Quote
Auto Pay Module	
Card Swipe Module	
2. Support, Maintenance, Hosting (Monthly Recurring)	$75.00
($0.015 per billing statement hosted. Minimum $75)	minimum
3. Monthly Statement Fee	$19.00
(Waived if you keep a $25,000.00 minimum balance in your Xpress Deposit Account)	
4. Gateway Fees:	
Credit Card Processing (per transaction)	$0.30
EFT Online Payments (per transaction)	$0.40
EFT Returned Item	
(Invalid Account Number or Unable to Locate Account)	$ 5.00
(NSF or Closed Account)	$10.00
(Customer Stop Payment)	$25.00
XBP Deposit Account Withdrawals	
(6 free per month then $3.25)	
Bank Bill Pay (per transaction)	$0.20
5. Training	Included in Caselle Quote + Travel Expenses
6. Credit Card Swipes (if needed)	$75.00 per unit

EXHIBIT B

CUSTOMER ACCOUNT INFORMATION

Please provide the following information regarding Customer's bank account to which the debit entries will be directed for the payment of the Fees:

Name on Account: _____

Account Number: _____

Routing Number: _____

Account Type: _____

Bank Name: _____

EXHIBIT C

ACCEPTABLE USE POLICY

Introduction

The Acceptable Use Policy (AUP) was created by Xpress Solutions and its subsidiaries (the "Company") to protect its network, including, without limitation, the products and services which the Company offers and the related Internet Data Center Services (as defined in the Master Services Agreement) it provides (collectively, the "Xpress Solutions Network"). The Company reserves the right, in its sole discretion, to interpret and apply this AUP. The Company reserves the right to modify this AUP at any time, effective upon posting at www.xpressbillpay.com/aup.asp.

Purpose/Scope

The purpose of this AUP is to help protect the Company's network, each of the Company's clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company's clients.

Policy

This AUP governs the usage of the Company's network by any person (regardless of whether that person is a Customer). Each person utilizing the Company network in any manner is responsible for complying with this AUP, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company's Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company's Network.

1.1 Prohibited Actions

It shall be prohibited by this AUP to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company's network, its stability or security, or (C) inconsistent with this AUP and/or the Company's Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this AUP:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates export control laws

- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this AUP or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this AUP.

- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity or any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.

- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., “hacking” or "cracking"). This includes providing, or assisting in the provision of names, passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.

- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate policies or violate law. If a user is restricted or terminated from the Company’s network, it is prohibited for a customer to make such services available to such user in an indirect manner.

- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company or any of the Company’s clients or end-users by any means or device. This includes any deliberate or other attempt or activity to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Company’s network or the network of a third-party;

- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company’s network or on another provider's network.

- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.

- Using the Company’s network in any manner which interferes with the use of the Company’s network by other customers or authorized users.

- Utilize the Company’s network in any manner that might subject the Company to unfavorable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company’s public image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion.

- Using the Company’s network to host, access, promote or otherwise distribute any child pornography or obscenity.

- Causing or allowing the Company’s network and/or the customer, its IP space or other elements of identification to be placed on so-called “SPAM Block Lists,” “Spam Early Warning Systems,” or other directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent upon each of the Company’s Clients to monitor and modify their usage, and that of their users and customers, to insure compliance with this AUP generally, and also of this provision specifically.

1.2 Enforcement

The Company reserves the right, with or without notice, to restrict, block, modify or terminate services to any Client or user upon the threat or occurrence of a violation to the AUP. The Company reserves the right to cooperate with any court, law enforcement agency, investigator or network service provider in the investigation of threats to the integrity, stability, reliability and/or legality of the products and services offered by the Company and of any violations to the AUP.

1.3 Client Duties

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this AUP. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company’s network.

1.4 Client Password Policy

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.
- User must never share their IDs and/or passwords.
- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.
- Passwords are required to have a minimum of seven (7) characters.
- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper and lower case letters and symbols.

1.5 Reports and Complaints

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

Keith Jenkins, CEO
Xpress Solutions
387 S 520 W, Suite 110
Lindon, UT 84042
800-768-7295
kljenkins@xpressbillpay.com

1.6 Digital Millennium Copyright Act

Xpress Solutions maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which is incorporated into this AUP hereby and which may viewed at www.xpressbillpay.com/copyright.

1.7 Handling Charges

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.

ODFI ORIGINATOR AGREEMENT

This ODFI Originator Agreement (this "Agreement"), dated as of _____, 20__, is between **City of Benson**, an Arizona Municipal Corporation ("Company"), and **Bank of American Fork**, a Utah state chartered bank ("Bank").

RECITALS

A. Company wishes to initiate debit Entries (with such debit Entries to include Accounts Receivable Entries ("ARC Entries")) and credit Entries by means of the Automated Clearing House Network pursuant to the terms of this Agreement, the Third-Party Sender Agreement (identified below) and the rules of the National Automated Clearing House Association (the "Rules"), and Bank is willing to act as an Originating Depository Bank with respect to such Entries.

B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entry" shall have the meaning provided in the Rules and shall also mean the data received from Company from which Bank initiates each Entry.

AGREEMENT

1. Transmittal of Entries By Company.

(a) Through Xpress Solutions Inc., a Utah limited liability company d/b/a Xpress Bill Pay, as a third-party sender (the "Third-Party Sender"), Company shall transmit credit and debit Entries to Bank in compliance with the formatting and other requirements set forth in the ODFI / Third-Party Sender Agreement between Third-Party Sender and Bank (the "Third-Party Sender Agreement") (or as otherwise determined or directed by Bank in its sole discretion).

(b) Company agrees that its ability to originate entries under this Agreement is subject to exposure limits in accordance with the Rules and as set forth in the Third-Party Sender Agreement (or as otherwise determined by Bank in its sole discretion).

(c) Nothing in the agreements between Originator and Third-Party Sender shall limit or affect the obligations and responsibilities of Company as an Originator to Bank under this Agreement and the Rules.

2. Security Procedures.

(a) Bank shall comply with the security procedures requirements described in the Third-Party Agreement (together with such other procedures as Bank may provide or determine). Company acknowledges that the sole purpose of such security procedures is an attempt to determine verification of authenticity and not to detect an error in the transmission or content of an Entry. No security or other procedures for the detection of any such error has been agreed upon between Bank and Company, and Bank assumes no such responsibility.

(b) Company, in its agreement with Third-Party Sender, is solely responsible to establish and maintain the procedures to safeguard against unauthorized or erroneous transmissions. If Company believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Company agrees to notify Bank immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers by Bank prior to receipt of such notification and within a reasonable time period thereafter to respond and to put in place measures to prevent unauthorized transfers.

3. Compliance With Security Procedures.

(a) If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by Third-Party Sender, it will be deemed effective as Company's Entry (or request) and Company shall be obligated to pay Bank the amount of such Entry (or any return with respect thereto) even though the Entry (or request) was not authorized by Company or

Third-Party Sender, provided Bank accepted the Entry in good faith and acted in substantial compliance with the Third-Party Agreement.

(b) If an Entry (or request for cancellation or amendment of an Entry) received by Bank was transmitted or authorized by Third-Party Sender, Company shall pay Bank the amount of the Entry (or any return with respect thereto), whether or not Bank complied with the Third-Party Agreement with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such provisions.

4. Recording and Use of Communications. Company and Bank agree that all telephone conversations, emails or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

5. Processing, Transmittal And Settlement By Bank.

(a) Except as provided in Section 6 and Section 7, Bank shall (i) process Entries received from Third-Party Sender to conform with the file specifications set forth in the Rules and the Third-Party Sender Agreement, (ii) transmit such Entries as an Originating Depository Bank to the ACH Operator, and (iii) settle for such Entries as provided in the Rules.

(b) Bank shall transmit such Entries to the ACH Operator as set forth in the Third-Party Sender Agreement.

(c) If any of the requirements is not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline which is a Business Day and a day on which the ACH Operator is open for business.

6. On-Us Entries. Except as provided in Section 7, in the case of an Entry received for credit or debit to an account maintained with Bank (an "On-Us Entry"), Bank shall credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section 5 are met. If either of those requirements is not met, Bank shall use reasonable efforts to credit or debit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

7. Rejection of Entries. Bank may reject any Entry which does not comply with the requirements of Section 1, Section 2, or the Third-Party Sender Agreement or which contains an Effective Entry Date more than two (2) days after the Business Day such Entry is received by Bank. Bank may reject an Entry for any reason for which an Entry may be returned under the Rules. Bank may reject any Entry if Third-Party Sender has failed to comply with its obligations under the Third-Party Sender Agreement. Bank may reject any Entry if Third-Party Sender does not adhere to security procedures as described in the Third-Party Sender Agreement or as otherwise determined by Bank.

8. Cancellation or Amendment By Company. Company shall have no right to cancel or amend any Entry submitted by Third-Party Sender to Bank.

9. Notice of Returned Entries; Notice of Change. Bank shall notify Third-Party Sender by phone, electronic transmission, including email, or by other writing of the receipt of a returned Entry from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt. Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Agreement with respect to the original Entry.

Bank shall provide Third-Party Sender all information, as required by the Rules, with respect to each Notification of Change (NOC) Entry or Corrected Notification of Change (Corrected NOC) Entry received by Bank relating to Entries transmitted by Company.

10. Unconditional Payment by Company for Entries; Payment by ODFI for Entries.

(a) Company shall unconditionally and promptly pay Bank the amount of each credit Entry transmitted by Bank pursuant to this Agreement at such time on the date of transmittal by Bank of such credit Entry as Bank, in its discretion, may determine.

(b) Company shall unconditionally and promptly pay Bank the amount of, and shall otherwise indemnify and hold Bank harmless with respect to, each debit Entry returned (for whatever reason, except due to Bank's gross negligence or willful misconduct), including without limitation an ARC Entry return, by an RDFI that was transmitted by Bank pursuant to this Agreement.

11. The Account. Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the settlement account of the Third-Party Sender identified in the Third-Party Sender Agreement (the "Account"). Company agrees that Bank may debit any account maintained by Company with Bank or that Bank may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement. Upon request of Bank, Company agrees to promptly provide to Bank such information pertaining to Company's financial condition as Bank may reasonably request.

12. Account Reconciliation. Entries transmitted by Bank or credited to a Receiver's account maintained with Bank will be reflected on Third-Party Sender's periodic statement issued by Bank with respect to the Account pursuant to the agreement between Bank and Company. Third-Party Sender has the responsibility of determining the accuracy of all such statements pursuant to the terms of the Third-Party Sender Agreement and the Account agreement. Bank has no obligation to provide any such information to Company.

13. Company Representations And Agreements; Indemnity.

(a) With respect to each and every Entry transmitted by Company, Company represents and warrants to Bank and agrees that (a) each person shown as the Receiver on an Entry received by Bank from Company has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, (c) Company shall perform its obligations under this Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered by FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, and (d) Company shall be bound by and comply with the provision of the Rules (among other provisions of the Rules) making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. Company specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry.

(b) With respect to each and every ARC Entry, Company represents and warrants that the Company has provided the requisite notice to the Receiver prior to the receipt of Receiver's check stating that the check will be used as the basis for the origination of an ARC Entry, stating substantially the following:

> When you provide a check as payment, you authorize us to use the information from your check to make a one-time electronic fund transfer from your account. In certain circumstances, such as for technical or processing reasons, we may process your check as a check transaction.

(c) Such notice also gives the Receiver the right to give a notice to Company opting out of the use of the check to generate an ARC Entry.

(d) With respect to each and every Entry transmitted as an ARC, Company represents the amount of the Entry, the routing number, the account number, and the check serial

number are in accordance with source check. In addition, Company represents to Bank that with respect to each ARC Entry:

(i) the Entry was not transmitted to an account of a Receiver who did not receive prior notice of the check conversion or who opted out of check conversion;

(ii) the source check was not presented for payment;

(iii) the check used for the debit Entry is in proper form;

(iv) the check has the necessary MICR line for an ARC Entry;

(v) the check is for an amount no greater than $25,000;

(vi) the check is not a third-party check or a draft;

(vii) the check has not been remotely created;

(viii) the check has not been provided by a credit card or home equity line lender for purposes of accessing credit;

(ix) the check is not drawn on an investment company;

(x) the check is not an obligation of a financial institution (e.g. a travelers check, cashier's check, money order, etc.); and

(xi) the check is not payable in a currency other than United States currency.

(e) Company shall indemnify Bank against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any breach of any of the foregoing warranties, representations, and agreements.

14. Bank Responsibilities; Liability; Limitations on Liability; Indemnity.

(a) In the performance of the services required by this Agreement, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Company pursuant to this Agreement and by Third-Party Sender pursuant to this Third-Party Sender Agreement, and shall not be responsible for the accuracy or completeness thereof. Bank shall be responsible only for performing the services expressly provided for in the Third-Party Sender Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. Bank shall not be responsible for Company's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Company) or those of any other person, including, without limitation, Third-Party Sender, any Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or RDFI (including, without limitation, the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Bank's agent. Company agrees to indemnify Bank against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of Company or any other person described in this Section 14(a).

(b) To the extent that Company incurs losses caused solely by Bank's willful misconduct or grossly negligent conduct in performing the services provided herein, Bank shall be liable only for Company's actual damages; Bank shall not be liable for any consequential, special, incidental, punitive or indirect loss or damage which Company may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by the Bank and regardless of the legal or equitable theory of liability which Company may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement.

(c) Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of

transmission or communication facilities, equipment failure, civil strife, war, emergency conditions or other circumstances beyond Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's reasonable judgment otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

(d) Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of San Francisco for the period involved. At Bank's option, payment of such interest may be made by crediting the Account.

(e) Bank does not warrant to Company that the Bank's ACH services and related system (whether mechanical, computerized or otherwise) will be free from error or that it will meet the specific requirements of Company. Company shall assume complete responsibility for any Company decisions or actions taken based on information obtained as part of the Banking ACH services or from use of the related system. In the event of a breach of warranty, Bank's sole obligation and liability shall be to take commercially reasonable efforts to protect Company against loss and to provide competent services as expected from a financial institution consistent with industry standards to correct any errors identified in the System and to re-perform any services which fail in a material respect to meet the limited warranties provided herein. Notwithstanding the foregoing, Bank makes no warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.

15. Inconsistency of Name And Account Number. Company acknowledges and agrees that if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On-Us Entry) on the basis of the account number supplied by Third-Party Sender, even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Bank (or any return with respect thereto) is not excused in such circumstances.

16. Amendments. From time to time Bank may amend any of the terms and conditions contained in this Agreement and the Third-Party Sender Agreement. Such amendments shall become effective upon thirty (30) days after receipt of notice by Company or such later date as may be stated in Bank's notice to Company.

17. Notices, Instructions, Etc.

(a) Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.

(b) Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine, and any such communication shall be deemed to have been signed by such person.

(c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, and, if to Bank, addressed to:

Bank of American Fork
P.O. Box 307
American Fork, Utah 84003
Attn: Janet Lopez

and, if to Company, addressed to:

City of Benson
PO Box 2223
Benson, AZ 85602
Attn: Megan Moreno

unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

18. Data Retention.

(a) Company shall retain all information about its digitizing of checks and related items and source documents for thirty (30) days following the date of their transmittal to Third-Party Sender, and shall provide such data to Bank upon its request. Without limiting the generality of the foregoing provision, Company specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, Company's responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules.

(b) Company will retain each check used to originate debit Entries for a reasonable period of time, but in no event fewer than ninety (90) days after such check has been digitized and transmitted to Third-Party and no more than one hundred eighty (180) days after such date. Company will use commercially reasonable methods to destroy such checks including without limitation prior storage in a locked, secure location and cross-shredding.

19. Tapes and Records. All magnetic tapes, Entries, security procedures and related records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Company's request. Any expenses incurred by Bank in making such information available to Company shall be paid by Company.

20. Evidence of Authorization. Company shall obtain all consents and customer authorizations required under the Rules and Section 13 of this Agreement and shall retain such consents and authorizations for two (2) years after they expire.

21. Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Bank and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

22. Termination. Bank reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Company. Any termination of this Agreement shall not affect any of Bank's rights and Company's obligations with respect to Entries initiated by Company prior to such termination, or the payment obligations of Company with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Agreement.

23. Entire Agreement. This Agreement, together with the Third-Party Sender Agreement, is the complete and exclusive statement of the agreement between Bank and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Bank and Company with respect to such subject matter. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Company as a result of such violation or amendment. No course of dealing between Bank and Company will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Bank and Company, regardless of whatever practices and procedures Bank and Company may use.

24. Non-Assignment. Company may not assign this Agreement or any of the rights or duties hereunder to any person without Bank's prior written consent.

25. Waiver. Bank may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Bank's rights with respect to any other transaction or modify the terms of this Agreement.

26. Binding Agreement; Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Bank or Company hereunder.

27. Headings. Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

28. Severability. In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

29. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. Company consents to the nonexclusive jurisdiction of the state and federal courts of the State of Utah to consider any matter or lawsuit with respect to the enforcement of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Bank of American Fork	City of Benson
By _____	By _____
Name _____	Name _____
Title_____	Title_____

SETUP DISCLOSURE AUTHORIZATION ADDENDUM

THIS SETUP DISCLOSURE AUTHORIZATION ADDENDUM (this "Addendum") is dated as of _____, 2013, by and between **Paymentech, LLC**, a Delaware limited liability company ("Paymentech"), and _____, a __Local_Gov't_____ ("Merchant").
(Corporate Name)

1. **Effect.** This Addendum supplements, and is hereby incorporated into and made a part of, that certain Merchant Agreement, dated effective as of _____, between Paymentech and Merchant (the "Merchant Agreement"). Except as otherwise defined herein, capitalized terms used herein shall have the meaning assigned to them in the Merchant Agreement. This Addendum shall supplement (and, as necessary, amend) the Merchant Agreement. Except to the extent they conflict with, or are inconsistent with, this Addendum, Merchant shall remain obligated to comply with all portions of the Merchant Agreement, including, without limitation, the Payment Brand Rules, Operating Guide and all schedules and attachments to the Merchant Agreement.

2. **Setup Disclosure Authorization.** Merchant is utilizing the services of the third-party supplier, vendor or VAR set forth below (the "Third Party"), and in connection with the services to be provided thereby, desires for Paymentech to provide the Third Party with certain information relating to Merchant's card processing account with Paymentech, including confidential password and login information belonging to Merchant (the "Information"). Merchant understands and acknowledges that the misuse or unauthorized disclosure of the Information by the Third Party could allow unauthorized persons to access Merchant's account, conduct unauthorized transactions on Merchant's account, or otherwise cause Merchant substantial harm for which Paymentech shall not be responsible or liable. Merchant hereby authorizes Paymentech to disclose the Information to the Third Party, and hereby agrees to waive and release Paymentech from any and all claims existing now or arising hereafter, caused by, arising out of or in any way relating to such disclosure by Paymentech and/or any use, misuse or unauthorized disclosure of the Information by the Third Party or any other third party which may obtain such information directly (or indirectly through one or more intermediaries) from the Third Party.

Third Party Name: Xpress Solutions Inc.
Address: 387 S 520 W Suite 110
Lindon, UT 84042
Fax: 800-768-0535

3. **Miscellaneous.** With exception of the Merchant Agreement, which is incorporated herein and made a part hereof by reference, this Addendum (including all schedules, riders and exhibits attached thereto) embodies the parties' final, complete and exclusive agreement with respect to the subject matter. This Addendum shall supersede all prior and contemporaneous agreements, understandings and representations, written or oral. Any waiver, amendment, or modification of this Addendum, or any of its terms, must be in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by either party of any breach of this Addendum shall be deemed a waiver of any other breach or any subsequent breach; nor shall such waiver affect either party's right thereafter to enforce any provision of this Addendum or to exercise any right or remedy in the event of any other default.

Paymentech, LLC

_____
(Corporate Name)

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

City of Benson
City Council Communication

Regular Meeting **August 12, 2013**

To: Mayor and Council Consent Agenda Item # 1e

From: Jim Cox, Interim City Manager

Subject:

Resolution 23-2013 of the Mayor and Council of the City of Benson, Arizona, approving and authorizing the execution of an Intergovernmental Agreement between the City of Benson and the St. David Unified School District (the "District") to permit reciprocal use of the buildings and grounds of the City of Benson and the District

Discussion:

This resolution approves and authorizes the Intergovernmental Agreement (IGA) between the St. David Unified School District and the City of Benson for public parks, recreation and sports facilities. This agreement expired on June 30. There have been no changes to the contract.

Staff Recommendation:

Approval of Resolution 23-2013

RESOLUTION 23-2013

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BENSON AND THE ST. DAVID UNIFIED SCHOOL DISTRICT (THE "DISTRICT") TO PERMIT RECIPROCAL USE OF THE BUILDINGS AND GROUNDS OF THE CITY OF BENSON AND THE DISTRICT

WHEREAS, the City of Benson believes that it would be in the public interest to enter into an Intergovernmental Agreement with the District to permit reciprocal use of the buildings and grounds of the City of Benson and the District; and

WHEREAS, the staffs of the City of Benson and the District have developed an Intergovernmental Agreement (the "Agreement"), which is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the Agreement may be renewed for a one-year successive term by resolution of the governing body of each party and notice to the office in which the original agreement was filed; and

WHEREAS, on May 24, 2010, the City of Benson and the District entered into the Agreement and on August 12, 2013, elected to renew the Agreement by such resolution as permitted by the Agreement; and

WHEREAS, the City of Benson and the District desire to avail themselves of all provisions of law applicable to the Agreement and desire to jointly exercise their powers as provided for in A.R.S. § 11-951 *et seq.*; and

WHEREAS, the Mayor and Council of the City of Benson have reviewed the terms and conditions of the Agreement and have determined that approval of the Intergovernmental Agreement is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Benson, Arizona, that the City hereby approves the Intergovernmental Agreement between the City of Benson and the St. David Unified School District, attached hereto as Exhibit "A", and the Mayor is hereby directed to execute said Agreement on behalf of the City of Benson.

BE IT FURTHER RESOLVED that the staff of the City is hereby directed to take all actions necessary and proper to implement the Intergovernmental Agreement and further its purposes.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, this 12th day of August, 2013.

_____
TONEY D. KING, SR., Mayor

ATTEST:

_____
VICKI L. VIVIAN, CMC, City Clerk

APPROVED AS TO FORM:

_____
MICHAEL J. MASSEE, City Attorney

Exhibit “A”
Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT
PUBLIC PARKS, RECREATION AND SPORTS FACILITIES

This Intergovernmental Agreement is between the City of Benson, hereinafter referred to as "City" and St. David School District, hereinafter referred to as "District," subject to the following terms and conditions:

I. Purpose

The purpose of this Agreement is to permit the parties to use each other's buildings and grounds to provide to the public an organized program of recreation and athletic activities that contribute to the physical, mental and moral welfare of the citizens of the community.

II. Authorization

Cities and school districts are authorized to carry out all activities included in this Agreement, pursuant to A.R.S. §§ 9-276(A)(1), 9-494, 15-363 and 15-364, and to enter into intergovernmental agreements, pursuant to A.R.S. §§ 15-342.13 and 11-952.

III. Term

This Agreement will commence after it has been reviewed by counsel and executed by all parties and will end on the 30th day of June, 2014. Thereafter, it may be renewed for a one-year successive term.

IV. Responsibilities of Districts

The District agrees to:

1. Allow the City to use its facilities (e.g. gymnasiums, weight room, classrooms and athletic fields) for public parks/recreation and supervised activities, provided that the City's use does not interfere with the operation or activities of the District.
2. Notify the City Manager or his designee in a timely manner if a proposed City use of facilities pursuant to this Agreement will interfere with the District's activities or operations or a custodial or maintenance schedule.
3. Continue, at no cost to the City, maintenance and custodial services of facilities, at a level at least equal to that during the year immediately preceding the initiation of this Agreement.
4. Pay any reasonable utility charges attributed to the City's use of District's facilities pursuant to this Agreement. "Reasonable" shall mean that the utility cost to the District during the time in which additional utility costs are incurred by the City shall not to exceed five (5%) of District's utility usage for the same time period during the 2011-2012 school year.
5. Issue all keys deemed essential for City use. City agrees such keys shall not be copied or distributed beyond those named by the City as being entitled to the keys for City use.

6. Provide to the City Manager a list of City facilities the District wishes to use, together with a proposed use schedule, in sufficient time to allow the City to review the proposed use and notify the District of any conflicts.

V. Responsibilities of City

The City agrees to:

1. Allow the District to use City athletic fields and the City's pool for District educational and recreational programs, so long as District's activities are all appropriately supervised, and provided that the School District's use does not interfere with the operating activities of the City.
2. Use District facilities solely for school sponsored recreational, educational and athletic activities; provide adequate adult supervision of any activities, and conduct all activities in a safe, responsible manner.
3. Furnish appropriate trash receptacles on an agreed upon schedule.
4. Provide to the District Superintendent a list of the District facilities the City wishes to use for its recreational activities, together with a proposed use schedule, in sufficient time to allow the District to review the proposed use and notify the City whether a conflict exists, and if so, whether there are alternate facilities available.
5. Keep a log of keys issued. City agrees that should individuals who have been issued keys utilize the facilities for personal use or permit others to use the facilities for their personal use, City shall discipline those individuals and require such individuals to return the issued keys. "Personal use" shall be defined as any use other than City approved public parks/recreation activities.
6. Insure that any use of the District facilities complies with District prohibitions against the possession or use of drugs, alcohol, tobacco products or weapons on school property. Weapons may be carried by law enforcement officers while enforcing state law on district property and others may secure permission from the District to carry or use weapons for specific limited purposes including, but not limited to, firearm safety courses, Junior Reserved Officer Training Corps (JROTC) classes or martial arts demonstrations.

VI. Responsibility/Liability Insurance

Each party agrees both to be responsible for its own operations and the acts and omissions of its officials, employees and agents and to maintain, throughout the Agreement term, sufficient liability insurance to cover its activities pursuant to this Agreement, but in no event less than one million dollars ($1,000,000.00) per occurrence. Each party agrees to name the other party as an additional insured upon its liability policies. Upon request, parties will provide each other and any other party with proof of such liability insurance. Parties may comply with this provision by providing evidence of a "blanket policy" so long as coverage per individual occurrence does not fall below the listed amount.

VII. Administrative Contacts

The contact for each party for administration of this Agreement will be:

City of Benson:	City Manager
St. David School District:	Superintendent of Schools

VIII. Financing

Each party will be responsible for financing its own activities and responsibilities pursuant to this Agreement. Should any party establish fees for participation in an activity that it is providing as part of this Agreement, the fee shall be limited to the actual cost of providing the activity. Collection of the fee shall be the responsibility of the party providing the activity and fee proceeds shall be retained by and be exclusive to such party.

IX. Termination

This Agreement may be terminated by the governing board of either party upon thirty (30) days written notice to the other party.

X. Disposal of Property upon Termination

The parties do not anticipate any joint acquisition of property pursuant to this Agreement. Property acquired solely for the purposes of this Agreement shall be retained by the purchasing party upon termination of this Agreement.

XI. Preparation of Agreement – Disclosure

This Agreement was prepared with the assistance of the the law firm of Udall, Shumway & Lyons which act as legal counsel on a general and continuing basis for the District participating in this Agreement.

XII. Cancellation

The parties reserve the right to cancel this Agreement for conflicts of interest pursuant to A.R.S. §38-511, the applicable provisions of which are incorporated herein by reference.

XIII. Entire Agreement

This document constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representation, commitments, writings, agreements and all other communications between parties. It may not be released, discharged, changed or modified except by an instrument in writing, formally executed.

City of Benson:

_____
Toney D. King, Sr., Mayor, City of Benson

_____
Date

St. David School District:

_____
Mark Goodman, Superintendent of Schools

_____
Date

The undersigned legal representatives, have reviewed the intergovernmental agreement on behalf of the parties and find it to be within the scope of the powers authorized by the respective entities.

_____	_____
City's Attorney	District's Attorney
_____	_____
Date	Date

City of Benson
City Council Communication

Regular Meeting **August 12, 2013**

To: Mayor and Council Consent Agenda Item # 1f

From: Megan Moreno, Finance Director

Subject:

Invoices processed for the period from July 13, 2013 through August 1, 2013

Discussion:

Attached is a list of large and/or unusual invoices processed by the Finance Department during the period from July 13, 2013, through August 1, 2013. The total of the invoices is $275,306.68.

Arizona Department of Revenue	Sales Tax Remitted	11,082.45
Arizona Public Safety Retirement	Bi-weekly retirement contribution	11,676.21
Arizona State Retirement	Bi-weekly retirement contribution	25,498.50
AZ Municipal Risk Retention Pool	Quarterly Workers Compensation	15,489.00
Ackerley Advertising	Post Card Advertising for Golf Course	3,354.76
Benson Butterfield Rodeo	Contribution to 2013 Butterfield Rodeo	4,650.00
Certified Folder Display	Advertising for Tourism Department	6,472.31
Cochise County Treasurer	Painting Cross Walks; Hauling Materials	14,704.86
Cochise County Treasurer	Transfer Station Solid Waste Disposal Cost	13,136.72
Rikertek	IT Parts and Services	3,762.50
Shell Energy	Natural Gas Purchase	22,254.22
SSVEC	Monthly Electricity Cost	46,585.21
Southwest Disposal	Monthly Garbage Collection Services	29,478.87
San Pedro Valley News	Public Notice for Annual Budget	4,332.79
TOTAL LARGE INVOICES (77% of all invoices processed)		**212,478.40**
Invoices listed above as a percentage of all invoices processed		**77%**

Staff Recommendation:

Approval of invoices processed for the period from July 13, 2013 through August 1, 2013

Report Criteria:
Report type: Summary
Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount	
07/13	07/30/2013	372	6756	SOUTHERN ARIZONA DISTRIBUTING	1020200	112.65	M
07/13	07/19/2013	1100	1490	AZ STATE RETIREMENT ACC REC	1020200	25,498.50	M
07/13	07/30/2013	5024	3078	SHELL ENERGY NORTH AMERICA	1020200	22,254.22	M
07/13	07/18/2013	39508	1339	ARIZONA DEPARTMENT OF LIQUOR	1020200	250.00-	V
07/13	07/16/2013	39684	1339	ARIZONA DEPARTMENT OF LIQUOR	1020200	385.00	
07/13	07/18/2013	39685	1690	AZ DEPT OF REVENUE - SALES TAX	1020200	.00	V
07/13	07/18/2013	39686	1968	BENSON BUTTERFIELD RODEO	1020200	4,650.00	
07/13	07/18/2013	39687	10117	BENSON CLEAN & BEAUTIFUL	1020200	1,500.00	
07/13	07/18/2013	39688	2329	BRADLEY S CHERRY	1020200	62.15	
07/13	07/18/2013	39689	2751	CITY OF BENSON - SALES TAX	1020200	.00	V
07/13	07/18/2013	39690	6065	PUBLIC SAFETY PERSONNEL	1020200	700.00	
07/13	07/18/2013	39691	7616	VICTORIA DUKES	1020200	364.19	
07/13	07/18/2013	39692	1690	AZ DEPT OF REVENUE - SALES TAX	1020200	11,082.45	
07/13	07/18/2013	39693	2751	CITY OF BENSON - SALES TAX	1020200	4,505.70	
07/13	07/19/2013	39694	11418	ABRAN VARELA	1020200	59.16	
07/13	07/19/2013	39695	1430	AZ PUBLIC SAFETY RETIREMENT	1020200	11,676.21	
07/13	07/19/2013	39696	2630	CG CREATIONS EMBROIDERY	1020200	8.00	
07/13	07/19/2013	39697	2750	CITY OF BENSON - UTILITIES	1020200	2,079.20	
07/13	07/19/2013	39698	3119	COX COMMUNICATIONS	1020200	165.75	
07/13	07/19/2013	39699	11416	DOROTHY MONCADA	1020200	136.14	
07/13	07/19/2013	39700	4112	GREGORY DAVIS	1020200	245.30	
07/13	07/19/2013	39701	11417	JEANNINE HUSTON	1020200	25.00	
07/13	07/19/2013	39702	4760	KEITH SPANGLER	1020200	227.20	
07/13	07/19/2013	39703	5618	L & E AUTO PARTS LLC	1020200	1,306.97	
07/13	07/19/2013	39704	2700	LAWLEY MOTORS	1020200	37.69	
07/13	07/19/2013	39705	5157	MARYLAND CHILD SUPPORT ACCOUNT	1020200	69.81	
07/13	07/19/2013	39706	5229	MEL'S AUTO LLC	1020200	2,407.02	
07/13	07/19/2013	39707	5495	NATIONWIDE RETIREMENT SOLUTION	1020200	655.00	
07/13	07/19/2013	39708	5571	NORTH AMERICAN POWDER COATING	1020200	650.00	
07/13	07/19/2013	39709	6252	RIKERTEK	1020200	3,762.50	
07/13	07/19/2013	39710	6570	SHANNON'S CARQUEST AUTO PARTS	1020200	495.22	
07/13	07/19/2013	39711	6970	SULPHUR SPRINGS VALLEY ELEC	1020200	46,585.21	
07/13	07/19/2013	39712	2791	SUPPORT PAYMENT CLEARINGHOUSE	1020200	523.17	
07/13	07/19/2013	39713	7219	TIAA-CREF AS AGENT FOR JPM	1020200	275.00	
07/13	07/19/2013	39714	7279	TRANSWORLD NETWORK CORP	1020200	220.88	
07/13	07/19/2013	39715	7685	WASHINGTON STATE SUPPORT REGISTRY	1020200	115.38	
07/13	07/22/2013	39716	1727	AZ MUNI RISK RETENTION POOL - WC FUND	1020200	15,489.00	
07/13	07/22/2013	39717	2562	BRIAN K ORMSBY	1020200	189.00	
07/13	07/22/2013	39718	4130	GURSTEL CHARGO PA	1020200	319.59	
07/13	07/24/2013	39719	1096	ACKERLEY ADVERTISING	1020200	511.50	
07/13	07/24/2013	39720	1063	ANIMAL RURAL KLINIC	1020200	560.00	
07/13	07/24/2013	39721	1320	ARIZONA DAILY STAR	1020200	584.36	
07/13	07/24/2013	39722	1334	ARIZONA DEPARTMENT OF CORRECTIONS	1020200	409.75	
07/13	07/24/2013	39723	1365	AZ GLOVE & SAFETY	1020200	167.58	
07/13	07/24/2013	39724	2254	BLUE TARP FINANCIAL INC	1020200	587.98	
07/13	07/24/2013	39725	2328	BSN SPORTS INC	1020200	1,140.16	
07/13	07/24/2013	39726	3051	CAPITAL ONE COMMERCIAL	1020200	151.95	
07/13	07/24/2013	39727	2664	CHERRY CREEK RADIO	1020200	610.50	
07/13	07/24/2013	39728	2750	CITY OF BENSON - UTILITIES	1020200	30.41	
07/13	07/24/2013	39729	2890	COCHISE COUNTY TREASURER	1020200	14,704.86	
07/13	07/24/2013	39730	2870	COCHISE COUNTY TREASURER	1020200	13,136.72	
07/13	07/24/2013	39731	3119	COX COMMUNICATIONS	1020200	89.40	
07/13	07/24/2013	39732	3124	COX MEDIA - WEST	1020200	868.00	

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/13	07/24/2013	39733	3221	DANNA JUDD	1020200	92.89
07/13	07/24/2013	39734	3385	DIAMONDBACK FIRE & RESCUE, INC	1020200	357.50
07/13	07/24/2013	39735	3648	ESG CORP	1020200	2,900.00
07/13	07/24/2013	39736	3913	GALE	1020200	103.11
07/13	07/24/2013	39737	3983	GEORGE'S AUTOMOTIVE	1020200	100.39
07/13	07/24/2013	39738	4293	HORIZON IRRIGATION	1020200	1,143.20
07/13	07/24/2013	39739	4826	KWCD-FM	1020200	152.63
07/13	07/24/2013	39740	4827	KZMK-FM	1020200	152.63
07/13	07/24/2013	39741	2700	LAWLEY MOTORS	1020200	37.47
07/13	07/24/2013	39742	5062	MANTEK	1020200	278.66
07/13	07/24/2013	39743	5340	MILLER, BALIS & O'NEIL, P.C.	1020200	128.15
07/13	07/24/2013	39744	5620	OAKLEYS GARAGE, INC.	1020200	53.49
07/13	07/24/2013	39745	5663	OFFICE SMART INC	1020200	627.81
07/13	07/24/2013	39746	5860	PETTY CASH	1020200	48.73
07/13	07/24/2013	39747	6052	PSOMAS	1020200	1,720.00
07/13	07/24/2013	39748	6180	RECORDED BOOKS, LLC	1020200	256.20
07/13	07/24/2013	39749	6480	SAN PEDRO VALLEY NEWS	1020200	4,332.79
07/13	07/24/2013	39750	6708	SIMS MURRAY, LTD	1020200	38.00
07/13	07/24/2013	39751	6774	SOUTHWEST DISPOSAL	1020200	29,478.87
07/13	07/24/2013	39752	6767	SOUTHWEST POLYGRAPH SERVICES,	1020200	150.00
07/13	07/24/2013	39753	6808	STAN GREER MILLWORKS	1020200	55.17
07/13	07/24/2013	39754	6881	STATE OF ARIZONA	1020200	2,500.00
07/13	07/24/2013	39755	7250	TIMS WRECKER & ROAD SERVICE	1020200	61.00
07/13	07/24/2013	39756	7493	UNIFIRST CORPORATION	1020200	1,603.68
07/13	07/24/2013	39757	7675	WAL-MART BUSINESS	1020200	621.26
07/13	07/24/2013	39758	7712	WEST PAYMENT CENTER	1020200	935.21
07/13	07/24/2013	39759	7753	WICK COMMUNICATIONS	1020200	1,088.25
07/13	07/30/2013	39760	1096	ACKERLEY ADVERTISING	1020200	3,354.76
07/13	07/30/2013	39761	1315	ARIZONA CERTIFIED TESTING	1020200	362.15
07/13	07/30/2013	39762	1308	ARIZONA CORRECTIONAL INDUSTRIE	1020200	57.18
07/13	07/30/2013	39763	1195	AUTO CHLOR	1020200	242.94
07/13	07/30/2013	39764	1610	AVENET, LLC	1020200	550.00
07/13	07/30/2013	39765	1892	BARBARA HARTLEY MD	1020200	90.00
07/13	07/30/2013	39766	1924	BEAVEX, INC	1020200	73.26
07/13	07/30/2013	39767	2071	BENSON LUMBER & SUPPLY LLC	1020200	536.13
07/13	07/30/2013	39768	1975	BENSON SHOP WITH A COP INC	1020200	500.00
07/13	07/30/2013	39769	2289	BORDER STATES ELECTRIC SUPPLY	1020200	480.90
07/13	07/30/2013	39770	2552	CCEMS	1020200	50.00
07/13	07/30/2013	39771	2592	CENTRAL ALARM INC	1020200	26.00
07/13	07/30/2013	39772	2605	CERTIFIED FOLDER DISPLAY	1020200	6,472.31
07/13	07/30/2013	39773	2630	CG CREATIONS EMBROIDERY	1020200	55.00
07/13	07/30/2013	39774	2666	CHEF MICHAEL'S PERSONAL TOUCH	1020200	440.00
07/13	07/30/2013	39775	2839	COCA COLA REFRESHMENTS	1020200	433.66
07/13	07/30/2013	39776	2848	COCHISE CO FIRE CHIEFS ASSN	1020200	50.00
07/13	07/30/2013	39777	2869	COCHISE COUNTY LIBRARY DISTRIC	1020200	349.52
07/13	07/30/2013	39778	3057	COMPLETE CARPET CLEANING LLC	1020200	60.00
07/13	07/30/2013	39779	3119	COX COMMUNICATIONS	1020200	179.00
07/13	07/30/2013	39780	3221	DANNA JUDD	1020200	248.56
07/13	07/30/2013	39781	3372	DES-UNEMPLOYMENT TAX	1020200	691.17
07/13	07/30/2013	39782	3421	DIRECTV	1020200	167.99
07/13	07/30/2013	39783	3460	DUNLAP OIL COMPANY INC	1020200	2,365.54
07/13	07/30/2013	39784	3710	FEDEX	1020200	26.49
07/13	07/30/2013	39785	3829	FOOTJOY	1020200	104.36
07/13	07/30/2013	39786	3995	GIANT ELECTRIC CORPORATION	1020200	199.93
07/13	07/30/2013	39787	4333	HD SUPPLY WATERWORKS	1020200	892.45
07/13	07/30/2013	39788	4268	HILL BROTHERS CHEMICAL CO	1020200	1,036.95
07/13	07/30/2013	39789	4772	KENDALL & SON LTD	1020200	706.71

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/13	07/30/2013	39790	4879	L.A.W. PUBLICATIONS	1020200	399.00
07/13	07/30/2013	39791	5989	LEGALSHIELD	1020200	207.20
07/13	07/30/2013	39792	5062	MANTEK	1020200	1,220.69
07/13	07/30/2013	39793	5212	MCI COMM SERVICE	1020200	109.96
07/13	07/30/2013	39794	5265	MESCAL HEATING AND	1020200	562.42
07/13	07/30/2013	39795	5620	OAKLEYS GARAGE, INC.	1020200	272.07
07/13	07/30/2013	39796	5645	OFFICE DEPOT, INC	1020200	186.68
07/13	07/30/2013	39797	5963	POLICE LEGAL SCIENCES	1020200	720.00
07/13	07/30/2013	39798	6075	PURCHASE POWER	1020200	1,000.00
07/13	07/30/2013	39799	6252	RIKERTEK	1020200	2,100.00
07/13	07/30/2013	39800	6274	ROCKY MOUNTAIN INFO NETWORK	1020200	100.00
07/13	07/30/2013	39801	6332	RV LIFE	1020200	1,454.00
07/13	07/30/2013	39802	11419	RYAN DAWES	1020200	2.48
07/13	07/30/2013	39803	6659	SIMPSON NORTON CORP	1020200	401.27
07/13	07/30/2013	39804	6797	ST DAVID FFA	1020200	50.00
07/13	07/30/2013	39805	7969	THE TORO COMPANY - NSN	1020200	139.00
07/13	07/30/2013	39806	7250	TIMS WRECKER & ROAD SERVICE	1020200	750.00
07/13	07/30/2013	39807	7510	UNITED FIRE EQUIPMENT COMPANY	1020200	639.80
07/13	07/30/2013	39808	7402	US FOODSERVICE INC	1020200	791.11
07/13	07/30/2013	39809	5211	VERIZON BUSINESS	1020200	320.13
07/13	07/30/2013	39810	7616	VICTORIA DUKES	1020200	599.30
07/13	07/30/2013	39811	7675	WAL-MART BUSINESS	1020200	1,230.29
07/13	07/30/2013	39812	7882	ZOETIS	1020200	89.80
Grand Totals:						275,306.68

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-14300	.00	250.00-	250.00-
1020200	12,711.85	288,018.53-	275,306.68-
10-22240	691.17	.00	691.17
10-22250	26,428.50	.00	26,428.50
10-22255	11,676.21	.00	11,676.21
10-22265	1,027.95	.00	1,027.95
10-22280	1,519.50	.00	1,519.50
10-22293	207.20	.00	207.20
10-22295	15,489.00	.00	15,489.00
10-41-230	127.50	.00	127.50
10-41-300	550.00	.00	550.00
10-41-310	150.00	.00	150.00
10-41-330	1,830.00	.00	1,830.00
10-41-335	440.00	.00	440.00
10-41-410	2,137.01	.00	2,137.01
10-41-415	13.26	.00	13.26
10-41-430	357.31	.00	357.31
10-41-470	29.28	.00	29.28
10-41-542	817.91	.00	817.91
10-41-610	127.56	.00	127.56
10-41-620	1,012.12	.00	1,012.12
10-41-640	163.20	.00	163.20
10-41-670	69.99	.00	69.99
10-41-704	38.00	.00	38.00
10-42-640	100.89	.00	100.89

GL Account	Debit	Credit	Proof
10-43-470	29.28	.00	29.28
10-43-610	325.92	.00	325.92
10-43-670	14.00	.00	14.00
10-45-230	650.00	.00	650.00
10-45-300	61.00	.00	61.00
10-45-320	16.73	.00	16.73
10-45-330	67.50	.00	67.50
10-45-340	720.00	.00	720.00
10-45-410	1,308.42	.00	1,308.42
10-45-415	268.03	.00	268.03
10-45-430	121.33	.00	121.33
10-45-590	100.00	.00	100.00
10-45-594	89.80	.00	89.80
10-45-595	560.00	.00	560.00
10-45-640	91.39	.00	91.39
10-45-670	225.64	.00	225.64
10-45-701	2,547.50	.00	2,547.50
10-46-230	50.00	.00	50.00
10-46-340	227.20	.00	227.20
10-46-410	904.69	.00	904.69
10-46-415	226.39	.00	226.39
10-46-432	172.84	.00	172.84
10-46-590	100.00	.00	100.00
10-46-640	192.09	.00	192.09
10-46-660	394.25	.00	394.25
10-46-670	849.52	.00	849.52
10-46-703	357.50	.00	357.50
10-49-330	349.52	.00	349.52
10-49-410	1,351.03	.00	1,351.03
10-49-430	16.00	.00	16.00
10-49-640	128.56	.00	128.56
10-49-696	359.31	.00	359.31
10-50-305	134.25	.00	134.25
10-50-410	2,599.88	.00	2,599.88
10-50-415	12.49	.00	12.49
10-50-430	505.80	.00	505.80
10-50-470	84.84	.00	84.84
10-50-610	94.94	.00	94.94
10-50-640	2,381.84	.00	2,381.84
10-50-660	436.46	.00	436.46
10-50-670	123.35	.00	123.35
10-50-701	750.00	.00	750.00
10-56-300	1,253.00	.00	1,253.00
10-56-540	3,709.48	.00	3,709.48
10-56-610	59.12	.00	59.12
10-57-300	963.49	.00	963.49
10-57-310	83.26	.00	83.26
10-57-312	2.68	.00	2.68
10-57-410	835.34	.00	835.34
10-57-412	1,790.91	.00	1,790.91
10-57-430	27.64	.00	27.64
10-57-640	150.05	.00	150.05
10-57-670	152.69	.00	152.69
10-58-520	1,500.00	.00	1,500.00
10-58-546	559.07	.00	559.07
10-58-570	3,332.91	.00	3,332.91
10-58-572	4,650.00	.00	4,650.00

GL Account	Debit	Credit	Proof
10-58-574	500.00	.00	500.00
10-60-410	517.04	.00	517.04
10-60-415	5.09	.00	5.09
10-60-540	7,926.31	.00	7,926.31
10-60-640	72.51	.00	72.51
10-61-300	935.21	.00	935.21
10-62-340	248.56	.00	248.56
10-64-610	75.48	.00	75.48
10-64-701	3.58	.00	3.58
10-65-300	1,720.00	.00	1,720.00
10-65-330	607.50	.00	607.50
10-65-410	318.19	.00	318.19
10-65-415	73.52	.00	73.52
10-65-470	55.00	.00	55.00
10-65-640	164.84	.00	164.84
14-40-300	872.15	.00	872.15
14-40-670	298.10	.00	298.10
15-40-060	57.18	.00	57.18
20-40-300	92.00	.00	92.00
20-40-305	151.25	.00	151.25
20-40-410	5,200.38	.00	5,200.38
20-40-430	21.33	.00	21.33
20-40-435	14,704.86	.00	14,704.86
20-40-470	148.43	.00	148.43
20-40-640	379.85	.00	379.85
20-40-660	436.47	.00	436.47
20-40-670	817.47	.00	817.47
46-60-100	650.00	.00	650.00
50-22900	145.30	.00	145.30
50-24500	19,149.78	7,926.31-	11,223.47
50-40-300	218.15	.00	218.15
50-40-410	289.09	.00	289.09
50-40-430	480.90	.00	480.90
50-40-470	207.31	.00	207.31
50-40-602	22,254.22	.00	22,254.22
50-40-610	75.47	.00	75.47
50-40-640	122.86	.00	122.86
50-40-660	455.30	.00	455.30
50-40-670	210.76	.00	210.76
51-22900	77.48	.00	77.48
51-40-300	362.15	.00	362.15
51-40-410	16,122.54	.00	16,122.54
51-40-470	147.43	.00	147.43
51-40-610	75.47	.00	75.47
51-40-640	1,315.21	189.47-	1,125.74
51-40-660	436.46	.00	436.46
51-40-670	287.16	.00	287.16
52-40-301	73.26	.00	73.26
52-40-410	7,399.06	.00	7,399.06
52-40-415	141.59	.00	141.59
52-40-430	599.81	.00	599.81
52-40-470	118.14	.00	118.14
52-40-590	2,500.00	.00	2,500.00
52-40-610	75.47	.00	75.47
52-40-620	4.73	.00	4.73
52-40-640	3,341.11	.00	3,341.11
52-40-660	436.47	.00	436.47

GL Account	Debit	Credit	Proof
52-40-670	257.88	.00	257.88
53-40-665	13,044.72	.00	13,044.72
53-40-667	13,447.98	.00	13,447.98
53-40-668	16,030.89	.00	16,030.89
55-24500	8,345.54	4,170.33-	4,175.21
55-40-310	104.36	.00	104.36
55-40-410	2,135.05	.00	2,135.05
55-40-430	135.93	.00	135.93
55-40-540	4,335.50	.00	4,335.50
55-40-600	157.21	.00	157.21
55-40-610	143.43	.00	143.43
55-40-620	6.06	.00	6.06
55-40-630	96.62	.00	96.62
55-40-645	159.64	.00	159.64
55-40-660	738.47	.00	738.47
55-40-670	158.51	.00	158.51
55-50-300	165.00	.00	165.00
55-50-305	124.25	.00	124.25
55-50-410	4,606.16	.00	4,606.16
55-50-430	401.27	175.74-	225.53
55-50-440	99.48	.00	99.48
55-50-470	67.28	.00	67.28
55-50-600	74.60	.00	74.60
55-50-640	154.17	.00	154.17
55-50-670	589.70	.00	589.70
55-60-300	189.00	.00	189.00
55-60-310	1,647.13	.00	1,647.13
55-60-315	112.65	.00	112.65
55-60-420	167.99	.00	167.99
55-60-440	248.54	.00	248.54
55-60-470	111.68	.00	111.68
55-60-590	385.00	.00	385.00
55-60-603	55.09	.00	55.09
55-60-605	54.80	.00	54.80
56-40-410	965.71	.00	965.71
56-40-430	253.77	.00	253.77
Grand Totals:	300,730.38	300,730.38-	.00

Dated: _____

Mayor: _____

City Council: _____

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City Recorder: _____

Report Criteria:
Report type: Summary
Check.Type = {<>} "Adjustment"

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Only paid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
10-14300								
1339	ARIZONA DEPARTMENT OF LIQ	062713	LIQUOR LICENSE RENEWAL	06/27/2013	250.00-	.00		
Total 10-14300:					250.00-	.00		
10-22240								
3372	DES-UNEMPLOYMENT TAX	063013	QUARTERLY UNEMPLOYMENT	06/30/2013	691.17	691.17	07/30/2013	
Total 10-22240:					691.17	691.17		
10-22250								
1490	AZ STATE RETIREMENT ACC	071213	RETIREMENT CONTRIBUTION	07/19/2013	25,498.50	25,498.50	07/19/2013	
5495	NATIONWIDE RETIREMENT SO	071213	DEFERRED COMPENSATION	07/19/2013	655.00	655.00	07/19/2013	
7219	TIAA-CREF AS AGENT FOR JP	071213	#403743 - VOLUNTARY RETIRE	07/19/2013	275.00	275.00	07/19/2013	
Total 10-22250:					26,428.50	26,428.50		
10-22255								
1430	AZ PUBLIC SAFETY RETIREME	071213	P.D. RETIREMENT	07/19/2013	11,276.41	11,276.41	07/19/2013	
1430	AZ PUBLIC SAFETY RETIREME	071213A	F.D. RETIREMENT	07/19/2013	399.80	399.80	07/19/2013	
Total 10-22255:					11,676.21	11,676.21		
10-22265								
4130	GURSTEL CHARGO PA	071213	#327857	07/19/2013	319.59	319.59	07/22/2013	
5157	MARYLAND CHILD SUPPORT A	L-071213	#340002729	07/19/2013	69.81	69.81	07/19/2013	
2791	SUPPORT PAYMENT CLEARIN	D-071213	#000379351700	07/19/2013	139.90	139.90	07/19/2013	
2791	SUPPORT PAYMENT CLEARIN	L-071213	#000508942900	07/19/2013	181.02	181.02	07/19/2013	
2791	SUPPORT PAYMENT CLEARIN	S-071213	0006291034-00	07/19/2013	202.25	202.25	07/19/2013	
7685	WASHINGTON STATE SUPPOR	D-071213	IN 3609574	07/19/2013	115.38	115.38	07/19/2013	
Total 10-22265:					1,027.95	1,027.95		
10-22280								
3648	ESG CORP	33109	BENEFIT ADMINISTRATION	07/06/2013	1,519.50	1,519.50	07/24/2013	
Total 10-22280:					1,519.50	1,519.50		
10-22293								
5989	LEGALSHIELD	070513	PRE-PAID LEGAL SERVICE	07/05/2013	207.20	207.20	07/30/2013	
Total 10-22293:					207.20	207.20		
10-22295								
1727	AZ MUNI RISK RETENTION PO	063013	WORKERS COMPENSATION	06/30/2013	15,489.00	15,489.00	07/22/2013	
Total 10-22295:					15,489.00	15,489.00		
10-41-230								
3648	ESG CORP	33109	COBRA ADMINISTRATION	07/06/2013	127.50	127.50	07/24/2013	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 10-41-230:					127.50	127.50		
10-41-300								
1610	AVENET, LLC	33008	WEBSITE HOSTING 7/1/13-6/30/	06/24/2013	550.00	550.00	07/30/2013	
Total 10-41-300:					550.00	550.00		
10-41-310								
6767	SOUTHWEST POLYGRAPH SER	6007	POLYGRAPH NEW HIRE	06/28/2013	150.00	150.00	07/24/2013	
Total 10-41-310:					150.00	150.00		
10-41-330								
6252	RIKERTEK	1554	UPGRADE TO WINDOWS 7	07/18/2013	562.50	562.50	07/19/2013	
6252	RIKERTEK	1558	VARIOUS FIXES AND INSTALLA	07/25/2013	1,267.50	1,267.50	07/30/2013	
Total 10-41-330:					1,830.00	1,830.00		
10-41-335								
2666	CHEF MICHAEL'S PERSONAL T	080113	ROSEMONT COPPER MEETING	08/01/2013	440.00	440.00	07/30/2013	
Total 10-41-335:					440.00	440.00		
10-41-410								
2750	CITY OF BENSON - UTILITIES	070113	UTILITIES	07/01/2013	189.68	189.68	07/19/2013	
2750	CITY OF BENSON - UTILITIES	071513	UTILITIES	07/15/2013	21.72	21.72	07/24/2013	
6970	SULPHUR SPRINGS VALLEY EL	071113	POWER	07/11/2013	1,925.61	1,925.61	07/19/2013	
Total 10-41-410:					2,137.01	2,137.01		
10-41-415								
5211	VERIZON BUSINESS	06234533	LONG DISTANCE SERVICE	06/25/2013	6.60	6.60	07/30/2013	
5211	VERIZON BUSINESS	09154249	LONG DISTANCE SERVICE	07/25/2013	6.66	6.66	07/30/2013	
Total 10-41-415:					13.26	13.26		
10-41-430								
2071	BENSON LUMBER & SUPPLY LL	14948	REPAIRS & MAINT	07/23/2013	3.64	3.64	07/30/2013	
2071	BENSON LUMBER & SUPPLY LL	14948A	REPAIRS & MAINT	07/23/2013	80.27	80.27	07/30/2013	
5265	MESCAL HEATING AND	03456	AC REPAIR	07/09/2013	164.19	164.19	07/30/2013	
5265	MESCAL HEATING AND	03463	AC REPAIR	07/11/2013	109.21	109.21	07/30/2013	
Total 10-41-430:					357.31	357.31		
10-41-470								
7493	UNIFIRST CORPORATION	063013	UNIFORMS	06/30/2013	29.28	29.28	07/24/2013	
Total 10-41-470:					29.28	29.28		
10-41-542								
1320	ARIZONA DAILY STAR	070213	POLICE OFFICER EMPLOYMEN	07/02/2013	584.36	584.36	07/24/2013	
6480	SAN PEDRO VALLEY NEWS	063013B	#6 - HELP WANTED	06/30/2013	233.55	233.55	07/24/2013	
Total 10-41-542:					817.91	817.91		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
10-41-610								
5645	OFFICE DEPOT, INC	661618177001	OFFICE SUPPIES	07/02/2013	127.56	127.56	07/30/2013	
Total 10-41-610:					127.56	127.56		
10-41-620								
3710	FEDEX	2-347-62873	EXPRESS MAIL	07/25/2013	12.12	12.12	07/30/2013	
6075	PURCHASE POWER	071913	POSTAGE	07/19/2013	1,000.00	1,000.00	07/30/2013	
Total 10-41-620:					1,012.12	1,012.12		
10-41-640								
7493	UNIFIRST CORPORATION	063013	SUPPLIES	06/30/2013	33.46	33.46	07/24/2013	
7493	UNIFIRST CORPORATION	063013	MATS	06/30/2013	64.88	64.88	07/24/2013	
7675	WAL-MART BUSINESS	071613	SUPPLIES	07/16/2013	31.12	31.12	07/24/2013	
7675	WAL-MART BUSINESS	071613	SNACK - OPEN ENROLLMENT	07/16/2013	33.74	33.74	07/24/2013	
Total 10-41-640:					163.20	163.20		
10-41-670								
5229	MEL'S AUTO LLC	063013	PARTS	06/30/2013	69.99	69.99	07/19/2013	
Total 10-41-670:					69.99	69.99		
10-41-704								
6708	SIMS MURRAY, LTD	10899	STAGECOACH TRAILS	05/31/2013	38.00	38.00	07/24/2013	
Total 10-41-704:					38.00	38.00		
10-42-640								
2630	CG CREATIONS EMBROIDERY	071313	EMBROIDERY	07/13/2013	8.00	8.00	07/19/2013	
3221	DANNA JUDD	072113	REIMBURSE COUNCIL SHIRTS	07/21/2013	92.89	92.89	07/24/2013	
Total 10-42-640:					100.89	100.89		
10-43-470								
7493	UNIFIRST CORPORATION	063013	UNIFORMS	06/30/2013	29.28	29.28	07/24/2013	
Total 10-43-470:					29.28	29.28		
10-43-610								
5663	OFFICE SMART INC	180896I	CARTRIDGES, CALCULATOR	06/21/2013	250.44	250.44	07/24/2013	
5663	OFFICE SMART INC	180896I	PAPER	06/21/2013	75.48	75.48	07/24/2013	
Total 10-43-610:					325.92	325.92		
10-43-670								
5860	PETTY CASH	072413A	WINDSHIELD WIPER BLADES	07/24/2013	14.00	14.00	07/24/2013	
Total 10-43-670:					14.00	14.00		
10-45-230								
6065	PUBLIC SAFETY PERSONNEL	071113	CANCER POLICY - #037	07/11/2013	650.00	650.00	07/18/2013	
Total 10-45-230:					650.00	650.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
10-45-300								
7250	TIMS WRECKER & ROAD SERVI	601720	TOWING	05/21/2013	61.00	61.00	07/24/2013	
	Total 10-45-300:				61.00	61.00		
10-45-320								
7675	WAL-MART BUSINESS	071613	PRISONER MEALS	07/16/2013	9.02	9.02	07/24/2013	
7675	WAL-MART BUSINESS	071613A	PRISONER MEALS	07/16/2013	7.71	7.71	07/30/2013	
	Total 10-45-320:				16.73	16.73		
10-45-330								
6252	RIKERTEK	1555	REPAIR LINK TO SERVER, CAM	07/18/2013	67.50	67.50	07/30/2013	
	Total 10-45-330:				67.50	67.50		
10-45-340								
5963	POLICE LEGAL SCIENCES	5649	TRAINING SUBSCRIPTION 7/13-	07/01/2013	720.00	720.00	07/30/2013	
	Total 10-45-340:				720.00	720.00		
10-45-410								
2750	CITY OF BENSON - UTILITIES	070113	UTILITIES	07/01/2013	104.22	104.22	07/19/2013	
3119	COX COMMUNICATIONS	070113B	MONTHLY INTERNET SERVICE	07/01/2013	179.00	179.00	07/30/2013	
6970	SULPHUR SPRINGS VALLEY EL	071113	POWER - AC	07/11/2013	239.07	239.07	07/19/2013	
6970	SULPHUR SPRINGS VALLEY EL	071113	POWER	07/11/2013	786.13	786.13	07/19/2013	
	Total 10-45-410:				1,308.42	1,308.42		
10-45-415								
5212	MCI COMM SERVICE	071113A	AC - LONG DISTANCE	07/11/2013	76.81	76.81	07/30/2013	
7279	TRANSWORLD NETWORK COR	12638047-D77	INTERNET SVC	07/10/2013	54.22	54.22	07/19/2013	
5211	VERIZON BUSINESS	06234533	LONG DISTANCE SERVICE	06/25/2013	74.70	74.70	07/30/2013	
5211	VERIZON BUSINESS	09154249	LONG DISTANCE SERVICE	07/25/2013	62.30	62.30	07/30/2013	
	Total 10-45-415:				268.03	268.03		
10-45-430								
2071	BENSON LUMBER & SUPPLY LL	14948A	REPAIRS & MAINT	07/23/2013	1.40	1.40	07/30/2013	
3995	GIANT ELECTRIC CORPORATI	B070813-1	COOLER SWITCH REPLACED	07/08/2013	119.93	119.93	07/30/2013	
	Total 10-45-430:				121.33	121.33		
10-45-590								
6274	ROCKY MOUNTAIN INFO NETW	17435	MEMBERSHIP FEES	07/12/2013	100.00	100.00	07/30/2013	
	Total 10-45-590:				100.00	100.00		
10-45-594								
7882	ZOETIS	3421410	SYRINGE	06/25/2013	40.00	40.00	07/30/2013	
7882	ZOETIS	3451272	MEDICINE	07/02/2013	49.80	49.80	07/30/2013	
	Total 10-45-594:				89.80	89.80		
10-45-595								
1063	ANIMAL RURAL KLINIC	061313	FELINE SPAY	06/13/2013	60.00	60.00	07/24/2013	
1063	ANIMAL RURAL KLINIC	061313A	SPAY & NEUTER	06/13/2013	195.00	195.00	07/24/2013	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1063	ANIMAL RURAL KLINIC	061813	NEUTER	06/18/2013	70.00	70.00	07/24/2013	
1063	ANIMAL RURAL KLINIC	062613	SPAY	06/26/2013	235.00	235.00	07/24/2013	
	Total 10-45-595:				560.00	560.00		
10-45-640								
7493	UNIFIRST CORPORATION	063013	SUPPLIES	06/30/2013	19.22	19.22	07/24/2013	
7493	UNIFIRST CORPORATION	063013	MATS	06/30/2013	20.76	20.76	07/24/2013	
7675	WAL-MART BUSINESS	071613A	CANDY - 4TH JULY	07/16/2013	51.41	51.41	07/30/2013	
	Total 10-45-640:				91.39	91.39		
10-45-670								
3057	COMPLETE CARPET CLEANING	610860	CLEANING	07/18/2013	60.00	60.00	07/30/2013	
3983	GEORGE'S AUTOMOTIVE	31694	#10- ALTERNATOR DRIVE BELT	06/27/2013	85.39	85.39	07/24/2013	
2700	LAWLEY MOTORS	26206398/1	#25 - OIL CHANGE	05/16/2013	37.69	37.69	07/19/2013	
2700	LAWLEY MOTORS	26206531/1	#17 - OIL CHANGE	06/27/2013	37.47	37.47	07/24/2013	
5229	MEL'S AUTO LLC	063013	PARTS	06/30/2013	5.09	5.09	07/19/2013	
	Total 10-45-670:				225.64	225.64		
10-45-701								
6252	RIKERTEK	1550	DISPATCH UPGRADES	07/09/2013	2,547.50	2,547.50	07/19/2013	
	Total 10-45-701:				2,547.50	2,547.50		
10-46-230								
6065	PUBLIC SAFETY PERSONNEL	071113A	CANCER POLICY - #245	07/11/2013	50.00	50.00	07/18/2013	
	Total 10-46-230:				50.00	50.00		
10-46-340								
4760	KEITH SPANGLER	052013	PER DIEM FIRE & EMS LEADER	05/20/2013	227.20	227.20	07/19/2013	
	Total 10-46-340:				227.20	227.20		
10-46-410								
2750	CITY OF BENSON - UTILITIES	070113	UTILITIES	07/01/2013	104.22	104.22	07/19/2013	
6970	SULPHUR SPRINGS VALLEY EL	071113	POWER	07/11/2013	800.47	800.47	07/19/2013	
	Total 10-46-410:				904.69	904.69		
10-46-415								
3119	COX COMMUNICATIONS	070613	INTERNET	07/06/2013	59.00	59.00	07/24/2013	
3119	COX COMMUNICATIONS	070613	TELEPHONE	07/06/2013	30.40	30.40	07/24/2013	
5211	VERIZON BUSINESS	06234533	LONG DISTANCE SERVICE	06/25/2013	74.70	74.70	07/30/2013	
5211	VERIZON BUSINESS	09154249	LONG DISTANCE SERVICE	07/25/2013	62.29	62.29	07/30/2013	
	Total 10-46-415:				226.39	226.39		
10-46-432								
7675	WAL-MART BUSINESS	071613A	SUPPLIES	07/16/2013	172.84	172.84	07/30/2013	
	Total 10-46-432:				172.84	172.84		
10-46-590								
2552	CCEMS	072213	2013-2014 DUES	07/22/2013	50.00	50.00	07/30/2013	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
2848	COCHISE CO FIRE CHIEFS ASS	072213	2013-2014 DUES	07/22/2013	50.00	50.00	07/30/2013	
Total 10-46-590:					100.00	100.00		
10-46-640								
7493	UNIFIRST CORPORATION	063013	MATS	06/30/2013	31.56	31.56	07/24/2013	
7510	UNITED FIRE EQUIPMENT COM	503282	BOOTS	06/19/2013	160.53	160.53	07/30/2013	
Total 10-46-640:					192.09	192.09		
10-46-660								
3460	DUNLAP OIL COMPANY INC	5915	DIESEL	07/08/2013	394.25	394.25	07/30/2013	
Total 10-46-660:					394.25	394.25		
10-46-670								
5229	MEL'S AUTO LLC	063013	PARTS	06/30/2013	44.69	44.69	07/19/2013	
5620	OAKLEYS GARAGE, INC.	20353	AC SERVICE	05/10/2013	53.49	53.49	07/24/2013	
5620	OAKLEYS GARAGE, INC.	20493	INSTALL BATTERY SAVER #530	07/11/2013	232.07	232.07	07/30/2013	
5620	OAKLEYS GARAGE, INC.	20497	BATTERY DRAIN #5301	07/16/2013	40.00	40.00	07/30/2013	
7510	UNITED FIRE EQUIPMENT COM	503283	REPAIRS	06/19/2013	479.27	479.27	07/30/2013	
Total 10-46-670:					849.52	849.52		
10-46-703								
3385	DIAMONDBACK FIRE & RESCU	4778	COMPARTMENT MATTING	06/26/2013	357.50	357.50	07/24/2013	
Total 10-46-703:					357.50	357.50		
10-49-330								
2869	COCHISE COUNTY LIBRARY DI	CCLD-13696E	ENVISIONWARE MAINT. AGREE	06/14/2013	349.52	349.52	07/30/2013	
Total 10-49-330:					349.52	349.52		
10-49-410								
2750	CITY OF BENSON - UTILITIES	070113	UTILITIES	07/01/2013	259.77	259.77	07/19/2013	
6970	SULPHUR SPRINGS VALLEY EL	071113	POWER	07/11/2013	1,091.26	1,091.26	07/19/2013	
Total 10-49-410:					1,351.03	1,351.03		
10-49-430								
2071	BENSON LUMBER & SUPPLY LL	14948A	REPAIRS & MAINT	07/23/2013	16.00	16.00	07/30/2013	
Total 10-49-430:					16.00	16.00		
10-49-640								
7493	UNIFIRST CORPORATION	063013	SUPPLIES	06/30/2013	62.65	62.65	07/24/2013	
7493	UNIFIRST CORPORATION	063013	SUPPLIES	06/30/2013	19.23	19.23	07/24/2013	
7493	UNIFIRST CORPORATION	063013	MATS	06/30/2013	46.68	46.68	07/24/2013	
Total 10-49-640:					128.56	128.56		
10-49-696								
3913	GALE	99383441/9946	BOOKS	07/11/2013	103.11	103.11	07/24/2013	
6180	RECORDED BOOKS, LLC	74748021	BOOKS ON CD	06/11/2013	256.20	256.20	07/24/2013	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 10-49-696:					359.31	359.31		
10-50-305								
1334	ARIZONA DEPARTMENT OF CO	COBPPE06211	DOC LABOR - 6/8-6/21/13	06/28/2013	134.25	134.25	07/24/2013	
Total 10-50-305:					134.25	134.25		
10-50-410								
6970	SULPHUR SPRINGS VALLEY EL	071113	POWER	07/11/2013	2,599.88	2,599.88	07/19/2013	
Total 10-50-410:					2,599.88	2,599.88		
10-50-415								
5211	VERIZON BUSINESS	06234533	LONG DISTANCE SERVICE	06/25/2013	6.25	6.25	07/30/2013	
5211	VERIZON BUSINESS	09154249	LONG DISTANCE SERVICE	07/25/2013	6.24	6.24	07/30/2013	
Total 10-50-415:					12.49	12.49		
10-50-430								
2071	BENSON LUMBER & SUPPLY LL	14948	SUPPLIES	07/23/2013	112.41	112.41	07/30/2013	
2071	BENSON LUMBER & SUPPLY LL	14948A	REPAIRS & MAINT	07/23/2013	28.50	28.50	07/30/2013	
5618	L & E AUTO PARTS LLC	063013	PARTS	06/30/2013	75.87	75.87	07/19/2013	
5265	MESCAL HEATING AND	03447	AC REPAIR	07/02/2013	289.02	289.02	07/30/2013	
Total 10-50-430:					505.80	505.80		
10-50-470								
7493	UNIFIRST CORPORATION	063013	UNIFORMS	06/30/2013	84.84	84.84	07/24/2013	
Total 10-50-470:					84.84	84.84		
10-50-610								
7675	WAL-MART BUSINESS	071613A	OFFICE SUPPLIES	07/16/2013	94.94	94.94	07/30/2013	
Total 10-50-610:					94.94	94.94		
10-50-640								
1365	AZ GLOVE & SAFETY	7309091	SUNSCREEN	06/25/2013	21.97	21.97	07/24/2013	
1365	AZ GLOVE & SAFETY	7309110	GATORADE	06/25/2013	33.88	33.88	07/24/2013	
2328	BSN SPORTS INC	95401745	FENCING	06/19/2013	1,140.16	1,140.16	07/24/2013	
4293	HORIZON IRRIGATION	2W078141	IRRIGATION PARTS	06/12/2013	1,143.20	1,143.20	07/24/2013	
5618	L & E AUTO PARTS LLC	063013	PARTS	06/30/2013	42.63	42.63	07/19/2013	
Total 10-50-640:					2,381.84	2,381.84		
10-50-660								
3460	DUNLAP OIL COMPANY INC	5915	DIESEL	07/08/2013	394.26	394.26	07/30/2013	
5229	MEL'S AUTO LLC	063013	PARTS	06/30/2013	42.20	42.20	07/19/2013	
Total 10-50-660:					436.46	436.46		
10-50-670								
3983	GEORGE'S AUTOMOTIVE	31616	#69 - TIRE REPAIR	06/17/2013	15.00	15.00	07/24/2013	
5229	MEL'S AUTO LLC	063013	PARTS	06/30/2013	108.35	108.35	07/19/2013	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 10-50-670:					123.35	123.35		
10-50-701								
7250	TIMS WRECKER & ROAD SERVI	601745	TRANSPORT CONEX BOX FRO	07/15/2013	750.00	750.00	07/30/2013	
Total 10-50-701:					750.00	750.00		
10-56-300								
3648	ESG CORP	33109	MONTHLY FSA ADMINSTRATIO	07/06/2013	330.00	330.00	07/24/2013	
3648	ESG CORP	33109	HRA MONTHLY ADMINISTRATI	07/06/2013	923.00	923.00	07/24/2013	
Total 10-56-300:					1,253.00	1,253.00		
10-56-540								
6480	SAN PEDRO VALLEY NEWS	063013B	BUDGET	06/30/2013	3,709.48	3,709.48	07/24/2013	
Total 10-56-540:					3,709.48	3,709.48		
10-56-610								
5645	OFFICE DEPOT, INC	663994911001	OFFICE SUPPIES	07/03/2013	48.76	48.76	07/30/2013	
5645	OFFICE DEPOT, INC	663995745001	OFFICE SUPPIES	07/03/2013	10.36	10.36	07/30/2013	
Total 10-56-610:					59.12	59.12		
10-57-300								
7616	VICTORIA DUKES	071213	CONTRACT LABOR - LIFEGUAR	07/12/2013	248.94	248.94	07/18/2013	
7616	VICTORIA DUKES	071213A	CONTRACT LABOR - LIFEGUAR	07/12/2013	115.25	115.25	07/18/2013	
7616	VICTORIA DUKES	072613	CONTRACT LABOR - LIFEGUAR	07/26/2013	599.30	599.30	07/30/2013	
Total 10-57-300:					963.49	963.49		
10-57-310								
7675	WAL-MART BUSINESS	071613A	SUPPLIES	07/16/2013	83.26	83.26	07/30/2013	
Total 10-57-310:					83.26	83.26		
10-57-312								
7675	WAL-MART BUSINESS	071613A	SUPPLIES	07/16/2013	2.68	2.68	07/30/2013	
Total 10-57-312:					2.68	2.68		
10-57-410								
6970	SULPHUR SPRINGS VALLEY EL	071113	POWER	07/11/2013	835.34	835.34	07/19/2013	
Total 10-57-410:					835.34	835.34		
10-57-412								
2750	CITY OF BENSON - UTILITIES	070913	UTILITIES	07/09/2013	337.89	337.89	07/19/2013	
3119	COX COMMUNICATIONS	071013	PHONE	07/10/2013	106.75	106.75	07/19/2013	
3119	COX COMMUNICATIONS	071013A	MONTHLY INTERNET SERVICE	07/10/2013	59.00	59.00	07/19/2013	
6970	SULPHUR SPRINGS VALLEY EL	071113	POWER	07/11/2013	1,287.27	1,287.27	07/19/2013	
Total 10-57-412:					1,790.91	1,790.91		
10-57-430								
2071	BENSON LUMBER & SUPPLY LL	14948A	REPAIRS & MAINT	07/23/2013	27.64	27.64	07/30/2013	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 10-57-430:					27.64	27.64		
10-57-640								
2071	BENSON LUMBER & SUPPLY LL	14948A	SUPPLIES	07/23/2013	27.69	27.69	07/30/2013	
7675	WAL-MART BUSINESS	071613A	SUPPLIES	07/16/2013	122.36	122.36	07/30/2013	
Total 10-57-640:					150.05	150.05		
10-57-670								
5229	MEL'S AUTO LLC	063013	PARTS	06/30/2013	152.69	152.69	07/19/2013	
Total 10-57-670:					152.69	152.69		
10-58-520								
10117	BENSON CLEAN & BEAUTIFUL	070813	MURALS	07/08/2013	1,500.00	1,500.00	07/18/2013	
Total 10-58-520:					1,500.00	1,500.00		
10-58-546								
2750	CITY OF BENSON - UTILITIES	070113	UTILITIES	07/01/2013	46.60	46.60	07/19/2013	
6970	SULPHUR SPRINGS VALLEY EL	071113	POWER	07/11/2013	512.47	512.47	07/19/2013	
Total 10-58-546:					559.07	559.07		
10-58-570								
2664	CHERRY CREEK RADIO	96401-08	4TH OF JULY ADVERTISING	06/17/2013	610.50	610.50	07/24/2013	
3124	COX MEDIA - WEST	900864	4TH OF JULY ADVERTISING	07/01/2013	868.00	868.00	07/24/2013	
4826	KWCD-FM	IN-113064611	4TH OF JULY ADVERTISING	06/30/2013	152.63	152.63	07/24/2013	
4827	KZMK-FM	IN-113064610	4TH OF JULY ADVERTISING	06/30/2013	152.63	152.63	07/24/2013	
5860	PETTY CASH	072413A	REIMBURSE 4TH JULY SUPPLI	07/24/2013	20.35	20.35	07/24/2013	
6480	SAN PEDRO VALLEY NEWS	063013	#4108 - 4TH JULY ADS	06/30/2013	152.78	152.78	07/24/2013	
6480	SAN PEDRO VALLEY NEWS	063013B	4TH JULY ADS	06/30/2013	216.74	216.74	07/24/2013	
7675	WAL-MART BUSINESS	071613A	SUPPLIES	07/16/2013	71.03	71.03	07/30/2013	
7753	WICK COMMUNICATIONS	063013	#2552 - 4TH OF JULY ADS	06/30/2013	1,088.25	1,088.25	07/24/2013	
Total 10-58-570:					3,332.91	3,332.91		
10-58-572								
1968	BENSON BUTTERFIELD RODE	070813	SPONSORSHIP	07/08/2013	4,650.00	4,650.00	07/18/2013	
Total 10-58-572:					4,650.00	4,650.00		
10-58-574								
1975	BENSON SHOP WITH A COP IN	072213	DONATION	07/22/2013	500.00	500.00	07/30/2013	
Total 10-58-574:					500.00	500.00		
10-60-410								
2750	CITY OF BENSON - UTILITIES	070113	UTILITIES	07/01/2013	193.90	193.90	07/19/2013	
6970	SULPHUR SPRINGS VALLEY EL	071113	POWER	07/11/2013	323.14	323.14	07/19/2013	
Total 10-60-410:					517.04	517.04		
10-60-415								
5211	VERIZON BUSINESS	06234533	LONG DISTANCE SERVICE	06/25/2013	2.56	2.56	07/30/2013	
5211	VERIZON BUSINESS	09154249	LONG DISTANCE SERVICE	07/25/2013	2.53	2.53	07/30/2013	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 10-60-415:					5.09	5.09		
10-60-540								
2605	CERTIFIED FOLDER DISPLAY	051313	ADVERTISING	05/13/2013	5,272.31	5,272.31	07/30/2013	
2605	CERTIFIED FOLDER DISPLAY	051313A	ADVERTISING	05/13/2013	1,200.00	1,200.00	07/30/2013	
6332	RV LIFE	23979	ADVERTISING 8/13-7/14	07/17/2013	1,454.00	1,454.00	07/30/2013	
Total 10-60-540:					7,926.31	7,926.31		
10-60-640								
7493	UNIFIRST CORPORATION	063013	SUPPLIES	06/30/2013	19.22	19.22	07/24/2013	
7493	UNIFIRST CORPORATION	063013	SUPPLIES	06/30/2013	19.22	19.22	07/24/2013	
7493	UNIFIRST CORPORATION	063013	MATS	06/30/2013	23.32	23.32	07/24/2013	
7675	WAL-MART BUSINESS	071613	SUPPLIES	07/16/2013	10.75	10.75	07/24/2013	
Total 10-60-640:					72.51	72.51		
10-61-300								
7712	WEST PAYMENT CENTER	827615058	CD ROM 7/3-8/2/13	07/04/2013	338.96	338.96	07/24/2013	
7712	WEST PAYMENT CENTER	827615058	BOOKS	07/04/2013	596.25	596.25	07/24/2013	
Total 10-61-300:					935.21	935.21		
10-62-340								
3221	DANNA JUDD	072913	REIMBURSE HOTEL - ELECTIO	07/29/2013	248.56	248.56	07/30/2013	
Total 10-62-340:					248.56	248.56		
10-64-610								
5663	OFFICE SMART INC	180896I	PAPER	06/21/2013	75.48	75.48	07/24/2013	
Total 10-64-610:					75.48	75.48		
10-64-701								
3710	FEDEX	2-34762873	EXPRESS MAIL	07/25/2013	3.58	3.58	07/30/2013	
Total 10-64-701:					3.58	3.58		
10-65-300								
6052	PSOMAS	89860	RADINE RIDGE III - GRADING P	07/16/2013	1,720.00	1,720.00	07/24/2013	
Total 10-65-300:					1,720.00	1,720.00		
10-65-330								
6252	RIKERTEK	1556	UPDATES	07/18/2013	607.50	607.50	07/19/2013	
Total 10-65-330:					607.50	607.50		
10-65-410								
6970	SULPHUR SPRINGS VALLEY EL	071113	POWER	07/11/2013	318.19	318.19	07/19/2013	
Total 10-65-410:					318.19	318.19		
10-65-415								
7279	TRANSWORLD NETWORK COR	12638049-D78	INTERNET SVC	07/10/2013	58.22	58.22	07/19/2013	
5211	VERIZON BUSINESS	06234533	LONG DISTANCE SERVICE	06/25/2013	7.67	7.67	07/30/2013	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5211	VERIZON BUSINESS	09154249	LONG DISTANCE SERVICE	07/25/2013	7.63	7.63	07/30/2013	
Total 10-65-415:					73.52	73.52		
10-65-470								
2630	CG CREATIONS EMBROIDERY	071613	EMBROIDERY	07/16/2013	55.00	55.00	07/30/2013	
Total 10-65-470:					55.00	55.00		
10-65-640								
5229	MEL'S AUTO LLC	063013	PARTS	06/30/2013	68.42	68.42	07/19/2013	
7493	UNIFIRST CORPORATION	063013	SUPPLIES	06/30/2013	19.22	19.22	07/24/2013	
7493	UNIFIRST CORPORATION	063013	UNIFORMS	06/30/2013	77.20	77.20	07/24/2013	
Total 10-65-640:					164.84	164.84		
14-40-300								
2329	BRADLEY S CHERRY	070513	TRANSIT DRIVER - 7/5/13	07/05/2013	62.15	62.15	07/18/2013	
6252	RIKERTEK	1557	FIX VOICE MAIL	07/18/2013	45.00	45.00	07/19/2013	
6252	RIKERTEK	1561	BACKUP COMPUTER	07/25/2013	45.00	45.00	07/30/2013	
6252	RIKERTEK	1562	WORK ON DVR'S	07/25/2013	720.00	720.00	07/30/2013	
Total 14-40-300:					872.15	872.15		
14-40-670								
5229	MEL'S AUTO LLC	063013	PARTS	06/30/2013	283.72	283.72	07/19/2013	
5860	PETTY CASH	072413	KEY	07/24/2013	4.38	4.38	07/24/2013	
5860	PETTY CASH	072413A	CAR WASH	07/24/2013	10.00	10.00	07/24/2013	
Total 14-40-670:					298.10	298.10		
15-40-060								
1308	ARIZONA CORRECTIONAL IND	370462	COFFEE DR SIGN	07/03/2013	57.18	57.18	07/30/2013	
Total 15-40-060:					57.18	57.18		
20-40-300								
2870	COCHISE COUNTY TREASURE	19469	YARD WASTE	07/01/2013	92.00	92.00	07/24/2013	
Total 20-40-300:					92.00	92.00		
20-40-305								
1334	ARIZONA DEPARTMENT OF CO	COBPPE06211	DOC LABOR - 6/8-6/21/13	06/28/2013	151.25	151.25	07/24/2013	
Total 20-40-305:					151.25	151.25		
20-40-410								
6970	SULPHUR SPRINGS VALLEY EL	071113	POWER	07/11/2013	5,200.38	5,200.38	07/19/2013	
Total 20-40-410:					5,200.38	5,200.38		
20-40-430								
5618	L & E AUTO PARTS LLC	063013	PARTS	06/30/2013	21.33	21.33	07/19/2013	
Total 20-40-430:					21.33	21.33		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
20-40-435								
2890	COCHISE COUNTY TREASURE	061713	PAINT CROSSWALKS/HAULING	06/17/2013	7,111.74	7,111.74	07/24/2013	
2890	COCHISE COUNTY TREASURE	062713	PAINT CROSSWALKS/HAULING	06/27/2013	7,593.12	7,593.12	07/24/2013	
	Total 20-40-435:				14,704.86	14,704.86		
20-40-470								
7493	UNIFIRST CORPORATION	063013	HATS	06/30/2013	30.34	30.34	07/24/2013	
7493	UNIFIRST CORPORATION	063013	UNIFORMS	06/30/2013	118.09	118.09	07/24/2013	
	Total 20-40-470:				148.43	148.43		
20-40-640								
1365	AZ GLOVE & SAFETY	7309091	SUNSCREEN	06/25/2013	21.98	21.98	07/24/2013	
1365	AZ GLOVE & SAFETY	7309110	GATORADE	06/25/2013	33.89	33.89	07/24/2013	
2071	BENSON LUMBER & SUPPLY LL	14948	SUPPLIES	07/23/2013	76.94	76.94	07/30/2013	
2071	BENSON LUMBER & SUPPLY LL	14948A	SUPPLIES	07/23/2013	57.62	57.62	07/30/2013	
5229	MEL'S AUTO LLC	063013	PARTS	06/30/2013	163.15	163.15	07/19/2013	
7675	WAL-MART BUSINESS	071613A	BATTERIES	07/16/2013	26.27	26.27	07/30/2013	
	Total 20-40-640:				379.85	379.85		
20-40-660								
3460	DUNLAP OIL COMPANY INC	5915	DIESEL	07/08/2013	394.26	394.26	07/30/2013	
5229	MEL'S AUTO LLC	063013	PARTS	06/30/2013	42.21	42.21	07/19/2013	
	Total 20-40-660:				436.47	436.47		
20-40-670								
5229	MEL'S AUTO LLC	063013	PARTS	06/30/2013	585.21	585.21	07/19/2013	
6570	SHANNON'S CARQUEST AUTO	063013	SHOP LABOR	06/30/2013	18.00	18.00	07/19/2013	
6570	SHANNON'S CARQUEST AUTO	063013	PARTS	06/30/2013	214.26	214.26	07/19/2013	
	Total 20-40-670:				817.47	817.47		
46-60-100								
5571	NORTH AMERICAN POWDER C	11771	RAILROAD SIGNS	06/26/2013	650.00	650.00	07/19/2013	
	Total 46-60-100:				650.00	650.00		
50-22900								
11418	ABRAN VARELA	071713	REFUND GAS DEPOSIT	07/17/2013	59.16	59.16	07/19/2013	
11416	DOROTHY MONCADA	071613	REFUND GAS DEPOSIT	07/16/2013	86.14	86.14	07/19/2013	
	Total 50-22900:				145.30	145.30		
50-24500								
1690	AZ DEPT OF REVENUE - SALES	6/13	UTILITY SALES TAX	06/30/2013	7,926.31	.00	07/18/2013	Void
1690	AZ DEPT OF REVENUE - SALES	6/13	UTILITY SALES TAX	06/30/2013	7,926.31-	.00		
1690	AZ DEPT OF REVENUE - SALES	6/13A	UTILITY SALES TAX	06/30/2013	7,939.45	7,939.45	07/18/2013	
2751	CITY OF BENSON - SALES TAX	06/13A	SALES TAX	06/30/2013	3,284.02	3,284.02	07/18/2013	
	Total 50-24500:				11,223.47	11,223.47		
50-40-300								
1892	BARBARA HARTLEY MD	071913	CDL PHYSICAL - A DIMAS	07/19/2013	90.00	90.00	07/30/2013	
5340	MILLER, BALIS & O'NEIL, P.C.	26981	SHARE OF EL PASO CASE	07/12/2013	128.15	128.15	07/24/2013	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 50-40-300:					218.15	218.15		
50-40-410								
2750	CITY OF BENSON - UTILITIES	070113	UTILITIES	07/01/2013	289.09	289.09	07/19/2013	
Total 50-40-410:					289.09	289.09		
50-40-430								
2289	BORDER STATES ELECTRIC S	905747112	RECALIBRATION	06/04/2013	480.90	480.90	07/30/2013	
Total 50-40-430:					480.90	480.90		
50-40-470								
7493	UNIFIRST CORPORATION	063013	HATS	06/30/2013	30.35	30.35	07/24/2013	
7493	UNIFIRST CORPORATION	063013	UNIFORMS	06/30/2013	176.96	176.96	07/24/2013	
Total 50-40-470:					207.31	207.31		
50-40-602								
3078	SHELL ENERGY NORTH AMERI	2336220	COST OF GAS PURCHASED	07/15/2013	22,254.22	22,254.22	07/30/2013	
Total 50-40-602:					22,254.22	22,254.22		
50-40-610								
5663	OFFICE SMART INC	180896I	PAPER	06/21/2013	75.47	75.47	07/24/2013	
Total 50-40-610:					75.47	75.47		
50-40-640								
2071	BENSON LUMBER & SUPPLY LL	14948	SUPPLIES	07/23/2013	12.22	12.22	07/30/2013	
2071	BENSON LUMBER & SUPPLY LL	14948A	SUPPLIES	07/23/2013	53.20	53.20	07/30/2013	
5229	MEL'S AUTO LLC	063013	PARTS	06/30/2013	31.16	31.16	07/19/2013	
7675	WAL-MART BUSINESS	071613A	BATTERIES	07/16/2013	26.28	26.28	07/30/2013	
Total 50-40-640:					122.86	122.86		
50-40-660								
3460	DUNLAP OIL COMPANY INC	5915	DIESEL	07/08/2013	394.25	394.25	07/30/2013	
5229	MEL'S AUTO LLC	063013	PARTS	06/30/2013	61.05	61.05	07/19/2013	
Total 50-40-660:					455.30	455.30		
50-40-670								
5229	MEL'S AUTO LLC	063013	PARTS	06/30/2013	210.76	210.76	07/19/2013	
Total 50-40-670:					210.76	210.76		
51-22900								
11416	DOROTHY MONCADA	071613	REFUND WATER DEPOSIT	07/16/2013	50.00	50.00	07/19/2013	
11417	JEANNINE HUSTON	071813	REFUND WATER DEPOSIT	07/18/2013	25.00	25.00	07/19/2013	
11419	RYAN DAWES	071913	REFUND WATER DEPOSIT	07/19/2013	2.48	2.48	07/30/2013	
Total 51-22900:					77.48	77.48		
51-40-300								
1315	ARIZONA CERTIFIED TESTING	2026	BACKFLOW TESTING	07/04/2013	362.15	362.15	07/30/2013	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 51-40-300:					362.15	362.15		
51-40-410								
2750	CITY OF BENSON - UTILITIES	070113	UTILITIES	07/01/2013	203.00	203.00	07/19/2013	
6970	SULPHUR SPRINGS VALLEY EL	071113	POWER	07/11/2013	15,919.54	15,919.54	07/19/2013	
Total 51-40-410:					16,122.54	16,122.54		
51-40-470								
7493	UNIFIRST CORPORATION	063013	UNIFORMS	06/30/2013	117.08	117.08	07/24/2013	
7493	UNIFIRST CORPORATION	063013	HATS	06/30/2013	30.35	30.35	07/24/2013	
Total 51-40-470:					147.43	147.43		
51-40-610								
5663	OFFICE SMART INC	180896I	PAPER	06/21/2013	75.47	75.47	07/24/2013	
Total 51-40-610:					75.47	75.47		
51-40-640								
1690	AZ DEPT OF REVENUE - SALES	6/13	MUNI WATER SALES TAX	06/30/2013	189.47	.00	07/18/2013	Void
1690	AZ DEPT OF REVENUE - SALES	6/13	MUNI WATER SALES TAX	06/30/2013	189.47-	.00		
1690	AZ DEPT OF REVENUE - SALES	6/13A	UTILITY SALES TAX	06/30/2013	189.47	189.47	07/18/2013	
2071	BENSON LUMBER & SUPPLY LL	14948	SUPPLIES	07/23/2013	17.54	17.54	07/30/2013	
4333	HD SUPPLY WATERWORKS	B082123	PARTS	06/27/2013	892.45	892.45	07/30/2013	
7675	WAL-MART BUSINESS	071613A	BATTERIES	07/16/2013	26.28	26.28	07/30/2013	
Total 51-40-640:					1,125.74	1,125.74		
51-40-660								
3460	DUNLAP OIL COMPANY INC	5915	DIESEL	07/08/2013	394.26	394.26	07/30/2013	
5229	MEL'S AUTO LLC	063013	PARTS	06/30/2013	42.20	42.20	07/19/2013	
Total 51-40-660:					436.46	436.46		
51-40-670								
5229	MEL'S AUTO LLC	063013	PARTS	06/30/2013	111.42	111.42	07/19/2013	
6570	SHANNON'S CARQUEST AUTO	063013	PARTS	06/30/2013	175.74	175.74	07/19/2013	
Total 51-40-670:					287.16	287.16		
52-40-301								
1924	BEAVEX, INC	593381	TRANSPORT 6/30-7/6/13	07/06/2013	73.26	73.26	07/30/2013	
Total 52-40-301:					73.26	73.26		
52-40-410								
2750	CITY OF BENSON - UTILITIES	070113	UTILITIES	07/01/2013	203.00	203.00	07/19/2013	
6970	SULPHUR SPRINGS VALLEY EL	071113	POWER	07/11/2013	6,967.04	6,967.04	07/19/2013	
6970	SULPHUR SPRINGS VALLEY EL	071113	POWER	07/11/2013	229.02	229.02	07/19/2013	
Total 52-40-410:					7,399.06	7,399.06		
52-40-415								
5212	MCI COMM SERVICE	071113	LONG DISTANCE	07/11/2013	33.15	33.15	07/30/2013	
7279	TRANSWORLD NETWORK COR	12631888-D11	INTERNET SVC - PERK PLANT	07/06/2013	54.22	54.22	07/19/2013	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
7279	TRANSWORLD NETWORK COR	12638050-D79	INTERNET SVC	07/10/2013	54.22	54.22	07/19/2013	
Total 52-40-415:					141.59	141.59		
52-40-430								
2071	BENSON LUMBER & SUPPLY LL	14948A	REPAIRS & MAINT	07/23/2013	11.83	11.83	07/30/2013	
2254	BLUE TARP FINANCIAL INC	28659829	TRASH PUMP	06/27/2013	587.98	587.98	07/24/2013	
Total 52-40-430:					599.81	599.81		
52-40-470								
7493	UNIFIRST CORPORATION	063013	UNIFORMS	06/30/2013	87.80	87.80	07/24/2013	
7493	UNIFIRST CORPORATION	063013	HATS	06/30/2013	30.34	30.34	07/24/2013	
Total 52-40-470:					118.14	118.14		
52-40-590								
6881	STATE OF ARIZONA	0054534	WATER QUALITY FEE	07/15/2013	2,500.00	2,500.00	07/24/2013	
Total 52-40-590:					2,500.00	2,500.00		
52-40-610								
5663	OFFICE SMART INC	180896I	PAPER	06/21/2013	75.47	75.47	07/24/2013	
Total 52-40-610:					75.47	75.47		
52-40-620								
3710	FEDEX	2-34762873	EXPRESS MAIL	07/25/2013	4.73	4.73	07/30/2013	
Total 52-40-620:					4.73	4.73		
52-40-640								
4268	HILL BROTHERS CHEMICAL CO	5073996	CALCIUM HYPOCHLORITE	07/05/2013	1,036.95	1,036.95	07/30/2013	
4772	KENDALL & SON LTD	2385	COPPER SULFATE	07/05/2013	524.45	524.45	07/30/2013	
4772	KENDALL & SON LTD	2479	TERM-N-ATOR	07/17/2013	182.26	182.26	07/30/2013	
5062	MANTEK	1147566	DROP DEAD AEROSOL	06/21/2013	278.66	278.66	07/24/2013	
5062	MANTEK	1158716	LUBE	07/03/2013	1,220.69	1,220.69	07/30/2013	
7675	WAL-MART BUSINESS	071613	SUPPLIES	07/16/2013	44.36	44.36	07/24/2013	
7675	WAL-MART BUSINESS	071613A	SUPLIES - RETIREMENT PARTY	07/16/2013	27.46	27.46	07/30/2013	
7675	WAL-MART BUSINESS	071613A	BATTERIES	07/16/2013	26.28	26.28	07/30/2013	
Total 52-40-640:					3,341.11	3,341.11		
52-40-660								
3460	DUNLAP OIL COMPANY INC	5915	DIESEL	07/08/2013	394.26	394.26	07/30/2013	
5229	MEL'S AUTO LLC	063013	PARTS	06/30/2013	42.21	42.21	07/19/2013	
Total 52-40-660:					436.47	436.47		
52-40-670								
5229	MEL'S AUTO LLC	063013	PARTS	06/30/2013	257.88	257.88	07/19/2013	
Total 52-40-670:					257.88	257.88		
53-40-665								
2870	COCHISE COUNTY TREASURE	19469	TRANSFER STATION EXPENSE	07/01/2013	13,044.72	13,044.72	07/24/2013	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 53-40-665:					13,044.72	13,044.72		
53-40-667								
6774	SOUTHWEST DISPOSAL	1208565	RESIDENTIAL / COMMERICAL P	06/30/2013	13,447.98	13,447.98	07/24/2013	
Total 53-40-667:					13,447.98	13,447.98		
53-40-668								
6774	SOUTHWEST DISPOSAL	1208565	COMMERCIAL PICK UP	06/30/2013	16,030.89	16,030.89	07/24/2013	
Total 53-40-668:					16,030.89	16,030.89		
55-24500								
1690	AZ DEPT OF REVENUE - SALES	6/13	RETAIL SALES TAX	06/30/2013	2,948.65	.00	07/18/2013	Void
1690	AZ DEPT OF REVENUE - SALES	6/13	RETAIL SALES TAX	06/30/2013	2,948.65-	.00		
1690	AZ DEPT OF REVENUE - SALES	6/13A	UTILITY SALES TAX	06/30/2013	2,953.53	2,953.53	07/18/2013	
2751	CITY OF BENSON - SALES TAX	06/13A	SALES TAX	06/30/2013	1,221.68	1,221.68	07/18/2013	
2751	CITY OF BENSON - SALES TAX	6/13	SALES TAX	06/30/2013	1,221.68	.00	07/18/2013	Void
2751	CITY OF BENSON - SALES TAX	6/13	SALES TAX	06/30/2013	1,221.68-	.00		
Total 55-24500:					4,175.21	4,175.21		
55-40-310								
3829	FOOTJOY	4975317	INVENTORY	05/15/2013	104.36	104.36	07/30/2013	
Total 55-40-310:					104.36	104.36		
55-40-410								
2750	CITY OF BENSON - UTILITIES	071513	UTILITIES	07/15/2013	8.69	8.69	07/24/2013	
6970	SULPHUR SPRINGS VALLEY EL	071113	POWER	07/11/2013	2,126.36	2,126.36	07/19/2013	
Total 55-40-410:					2,135.05	2,135.05		
55-40-430								
2071	BENSON LUMBER & SUPPLY LL	14948A	REPAIRS & MAINT	07/23/2013	.76	.76	07/30/2013	
3995	GIANT ELECTRIC CORPORATI	B071213-1	REPLACE BALLAST IN KIT LIGH	07/12/2013	80.00	80.00	07/30/2013	
6808	STAN GREER MILLWORKS	101096	REPAIRS TO DOOR	06/25/2013	55.17	55.17	07/24/2013	
Total 55-40-430:					135.93	135.93		
55-40-540								
1096	ACKERLEY ADVERTISING	12867	GOLF COURSE ADVERTISING -	06/30/2013	170.50	170.50	07/24/2013	
1096	ACKERLEY ADVERTISING	12868	GOLF COURSE ADVERTISING -	06/30/2013	170.50	170.50	07/24/2013	
1096	ACKERLEY ADVERTISING	12869	GOLF COURSE ADVERTISING -	06/30/2013	170.50	170.50	07/24/2013	
1096	ACKERLEY ADVERTISING	12912	POSTCARDS	07/03/2013	3,354.76	3,354.76	07/30/2013	
4879	L.A.W. PUBLICATIONS	B196973	ADVERTISING	06/28/2013	399.00	399.00	07/30/2013	
6480	SAN PEDRO VALLEY NEWS	063013A	#2102 - ADS	06/30/2013	20.24	20.24	07/24/2013	
6797	ST DAVID FFA	071913	1/2 PAGE AD - FAIR BOOK	07/19/2013	50.00	50.00	07/30/2013	
Total 55-40-540:					4,335.50	4,335.50		
55-40-600								
7675	WAL-MART BUSINESS	071613	SUPPLIES	07/16/2013	157.21	157.21	07/24/2013	
Total 55-40-600:					157.21	157.21		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
55-40-610								
7675	WAL-MART BUSINESS	071613A	OFFICE SUPPLIES	07/16/2013	143.43	143.43	07/30/2013	
Total 55-40-610:					143.43	143.43		
55-40-620								
3710	FEDEX	2-347-62873	EXPRESS MAIL	07/25/2013	6.06	6.06	07/30/2013	
Total 55-40-620:					6.06	6.06		
55-40-630								
7675	WAL-MART BUSINESS	071613A	SUPPLIES	07/16/2013	96.62	96.62	07/30/2013	
Total 55-40-630:					96.62	96.62		
55-40-645								
7675	WAL-MART BUSINESS	071613	SUPPLIES	07/16/2013	159.64	159.64	07/24/2013	
Total 55-40-645:					159.64	159.64		
55-40-660								
5618	L & E AUTO PARTS LLC	063013	PARTS	06/30/2013	738.47	738.47	07/19/2013	
Total 55-40-660:					738.47	738.47		
55-40-670								
5618	L & E AUTO PARTS LLC	063013	PARTS	06/30/2013	73.89	73.89	07/19/2013	
5229	MEL'S AUTO LLC	063013	PARTS	06/30/2013	84.62	84.62	07/19/2013	
Total 55-40-670:					158.51	158.51		
55-50-300								
2592	CENTRAL ALARM INC	636922	ALARM SERVICE	07/01/2013	26.00	26.00	07/30/2013	
7969	THE TORO COMPANY - NSN	071913	SOFTWARE SUPPORT	07/19/2013	139.00	139.00	07/30/2013	
Total 55-50-300:					165.00	165.00		
55-50-305								
1334	ARIZONA DEPARTMENT OF CO	COBPPE06211	DOC LABOR - 6/8-6/21/13	06/28/2013	124.25	124.25	07/24/2013	
Total 55-50-305:					124.25	124.25		
55-50-410								
6970	SULPHUR SPRINGS VALLEY EL	071113	POWER	07/11/2013	4,606.16	4,606.16	07/19/2013	
Total 55-50-410:					4,606.16	4,606.16		
55-50-430								
6570	SHANNON'S CARQUEST AUTO	063013	PARTS	06/30/2013	175.74-	175.74-	07/19/2013	
6659	SIMPSON NORTON CORP	1427001-01	PARTS	07/05/2013	401.27	401.27	07/30/2013	
Total 55-50-430:					225.53	225.53		
55-50-440								
7493	UNIFIRST CORPORATION	063013	MATS	06/30/2013	99.48	99.48	07/24/2013	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 55-50-440:					99.48	99.48		
55-50-470								
7493	UNIFIRST CORPORATION	063013	UNIFORMS	06/30/2013	67.28	67.28	07/24/2013	
Total 55-50-470:					67.28	67.28		
55-50-600								
5618	L & E AUTO PARTS LLC	063013	PARTS	06/30/2013	28.04	28.04	07/19/2013	
7675	WAL-MART BUSINESS	071613	SUPPLIES	07/16/2013	31.70	31.70	07/24/2013	
7675	WAL-MART BUSINESS	071613A	SUPPLIES	07/16/2013	14.86	14.86	07/30/2013	
Total 55-50-600:					74.60	74.60		
55-50-640								
1365	AZ GLOVE & SAFETY	7309091	SUNSCREEN	06/25/2013	21.97	21.97	07/24/2013	
1365	AZ GLOVE & SAFETY	7309110	GATORADE	06/25/2013	33.89	33.89	07/24/2013	
7493	UNIFIRST CORPORATION	063013	SUPPLIES	06/30/2013	98.31	98.31	07/24/2013	
Total 55-50-640:					154.17	154.17		
55-50-670								
5618	L & E AUTO PARTS LLC	063013	PARTS	06/30/2013	292.03	292.03	07/19/2013	
5618	L & E AUTO PARTS LLC	063013	PARTS	06/30/2013	34.71	34.71	07/19/2013	
6570	SHANNON'S CARQUEST AUTO	063013	PARTS	06/30/2013	262.96	262.96	07/19/2013	
Total 55-50-670:					589.70	589.70		
55-60-300								
2562	BRIAN K ORMSBY	070913	CONTRACT LABOR - DISHWAS	07/09/2013	99.00	99.00	07/22/2013	
2562	BRIAN K ORMSBY	071613	CONTRACT LABOR - DISHWAS	07/16/2013	90.00	90.00	07/22/2013	
Total 55-60-300:					189.00	189.00		
55-60-310								
3051	CAPITAL ONE COMMERCIAL	062613	FOOD	06/26/2013	151.95	151.95	07/24/2013	
2839	COCA COLA REFRESHMENTS	0275054709	DRINKS	07/11/2013	433.66	433.66	07/30/2013	
7402	US FOODSERVICE INC	5293917	FOOD	07/11/2013	775.08	775.08	07/30/2013	
7675	WAL-MART BUSINESS	071613	FOOD	07/16/2013	137.82	137.82	07/24/2013	
7675	WAL-MART BUSINESS	071613A	FOOD	07/16/2013	148.62	148.62	07/30/2013	
Total 55-60-310:					1,647.13	1,647.13		
55-60-315								
6756	SOUTHERN ARIZONA DISTRIB	154032-7	BEER	07/18/2013	112.65	112.65	07/30/2013	
Total 55-60-315:					112.65	112.65		
55-60-420								
3421	DIRECTV	20944981189	DIRECTV	07/19/2013	167.99	167.99	07/30/2013	
Total 55-60-420:					167.99	167.99		
55-60-440								
1195	AUTO CHLOR	502722252	DISHWASHER	07/03/2013	242.94	242.94	07/30/2013	
7493	UNIFIRST CORPORATION	063013	MOP	06/30/2013	5.60	5.60	07/24/2013	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 55-60-440:					248.54	248.54		
55-60-470								
7493	UNIFIRST CORPORATION	063013	UNIFORMS	06/30/2013	111.68	111.68	07/24/2013	
Total 55-60-470:					111.68	111.68		
55-60-590								
1339	ARIZONA DEPARTMENT OF LIQ	071613	LICENSE	07/16/2013	385.00	385.00	07/16/2013	
Total 55-60-590:					385.00	385.00		
55-60-603								
7402	US FOODSERVICE INC	5293918	SUPPLIES	07/11/2013	16.03	16.03	07/30/2013	
7675	WAL-MART BUSINESS	071613	SUPPLIES	07/16/2013	5.90	5.90	07/24/2013	
7675	WAL-MART BUSINESS	071613A	SUPPLIES	07/16/2013	33.16	33.16	07/30/2013	
Total 55-60-603:					55.09	55.09		
55-60-605								
7675	WAL-MART BUSINESS	071613A	SUPPLIES	07/16/2013	54.80	54.80	07/30/2013	
Total 55-60-605:					54.80	54.80		
56-40-410								
2750	CITY OF BENSON - UTILITIES	070913	UTILITIES	07/09/2013	147.83	147.83	07/19/2013	
6970	SULPHUR SPRINGS VALLEY EL	071113	POWER	07/11/2013	817.88	817.88	07/19/2013	
Total 56-40-410:					965.71	965.71		
56-40-430								
2071	BENSON LUMBER & SUPPLY LL	14948A	REPAIRS & MAINT	07/23/2013	8.47	8.47	07/30/2013	
4112	GREGORY DAVIS	1846	REPAIRS AT AIRPORT	07/12/2013	245.30	245.30	07/19/2013	
Total 56-40-430:					253.77	253.77		
Grand Totals:					275,306.68	275,556.68		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided

Dated: _____

Mayor: _____

City Council: _____

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City Recorder: _____

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Only paid invoices included.