

CITY OF BENSON CITY COUNCIL AUGUST 24, 2020 – 7:00 P.M. REGULAR MEETING

A REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF BENSON, ARIZONA
WILL BE HELD ON AUGUST 24, 2020 AT 7:00 P.M.,
AT THE BENSON COMMUNITY CENTER,
705 W. UNION STREET, BENSON, ARIZONA

BECAUSE OF THE CURRENT COVID – 19 PUBLIC HEALTH EMERGENCY, THE BENSON COMMUNITY CENTER WILL HAVE LIMITED OCCUPANCY FOR COUNCIL MEETINGS. HOWEVER, THE LIVE MEETING MAY BE WATCHED VIA FACEBOOK ONLINE AT [HTTPS://WWW.FACEBOOK.COM/BENSONAZ/](https://www.facebook.com/bensonaz/) (NO FACEBOOK ACCOUNT IS NEEDED) OR LISTENED TO BY CALLING THE PHONE NUMBER PROVIDED ON THE MEETING AGENDA. FOR THIS MEETING, THAT NUMBER IS 267-930-4000 PARTICIPANT ID# 567090498.

FOR HELP WITH TECHNICAL DIFFICULTIES, PLEASE CALL 520-720-6331.

Vicki L. Vivian, CMC, City Clerk

AMENDED **AGENDA**

The Council may discuss, direct, consider and take possible action as indicated below pertaining to the following:

CALL TO ORDER: The Call to Order will consist of the Mayor calling the Council to order. The Mayor or his designee shall then lead those present in the Pledge of Allegiance before introducing the invocation speaker, who will offer the invocation.

ROLL CALL: The City Clerk shall call the roll of the members, and the names of those present shall be entered in the minutes.

EMPLOYEE RECOGNITION: The Mayor shall use this time to present employment awards to those City employees or to present recognition awards for specific acts regarding public service, if any.

PROCLAMATION: None

CITY MANAGER'S SUMMARY OF CURRENT EVENTS REPORT: The City Manager will announce meetings and events taking place regarding matters involving or related to the City of Benson.

NEW BUSINESS:

1. Discussion and possible action on the Consent Agenda: ***
 - 1a. Invoices processed for the period from July 30, 2020 through August 12, 2020 *
 - 1b. Job Description for a Finance Manager *
2. Discussion and possible action to approve the AZCares Fund Program grant agreement with the State of Arizona, Office of the Governor, Grant Number ERMT-EP-21-010, Award Amount \$3,523.07, and authorize the Mayor, City Manager, and City Attorney to take all actions necessary to accept grant funds and administer the grant – **Vicki Vivian, CMC, City Manager** *
3. Discussion and possible action regarding Resolution 24-2020 of the Mayor and Council of the City of Benson, Arizona, authorizing the City Manager to apply for Arizona Department of Transportation Section 5339 Funds to construct Sidewalks to and from assorted Bus Stops – **Bradley J. Hamilton, P.E., Public Works Director/City Engineer** *
4. Discussion and possible action regarding an Amendment to the Final Plat for Cochise Terrace RV and Manufactured Home Park – **Bradley J. Hamilton, P.E., Public Works Director/City Engineer** *
5. Discussion and possible action regarding Resolution 25-2020 of the Mayor and Council of the City of Benson, Arizona, canvassing, declaring and adopting the results of the Primary Election held on August 4, 2020 – **Vicki Vivian, CMC, City Manager** *

EXECUTIVE SESSION: Pursuant to A.R.S. § 38-431.03 (A)(3) & (7), for discussion or consultation for legal advice with the attorney or attorneys of the public body and discussions or consultations with the Mayor and Council's designated representatives to consider its position and possibly instruct its representatives regarding negotiations for the purchase, sale, lease, or exchange of city-owned real property.

6. Discussion and possible action regarding Ordinance 606 relating to Real Estate; approving an Exchange of Real Property located along Interstate 10 in north Benson; authorizing the Mayor to execute an Agreement with San Pedro Real Estate, LLC and Thomas Barenberg and any Deeds and other Documents necessary to accomplish the Exchange; and declaring an Emergency – **Vicki Vivian, CMC, City Manager**

DEPARTMENT REPORTS: Written Department Reports will be provided to Councilmembers as part of the Council packet monthly, discussion and direction to Staff, if any, may ensue.

ADJOURNMENT

POSTED this 21st day of August, 2020

Material related to the City Council meeting is available for public review the day before and the day of the meeting, during office hours, at the City Clerk's Office located at 120 W. 6th Street, Benson, Arizona, 520-586-2245 x 2011.

All facilities are handicapped accessible. If you have a special accessibility need, please contact Vicki L. Vivian, City Clerk, at (520) 586-2245 or TDD: (520) 586-3624, no later than eight (8) hours before the scheduled meeting time.

Any invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.

Executive Sessions – Upon a vote of the majority of the City Council, the council may enter into Executive Sessions pursuant to Arizona Revised Statutes §38-431.03 (A)(3) to obtain legal advice on matters listed on the Agenda.

* Denotes an Exhibit in addition to the Council Communication

** Call to the Public

Arizona Revised Statutes §38-431.01(H) provides that "A public body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions to allow individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action." As such, a Call to the Public, if on the agenda, is provided as a courtesy.

In order to speak during the Call to the Public, please complete the Call to the Public form requesting to do so.

*** Consent Agenda

The Consent Agenda will be the first item under New Business and shall list separately distinct items requiring action by the City Council that are generally routine items not requiring Council discussion. A single motion will approve all items on the Consent Agenda, including any resolutions or ordinances, or claims/invoices that are of a routine nature. A Councilmember may remove any issue from the Consent Agenda, and that issue will be discussed and voted upon separately, immediately following the Consent Agenda under its proper regular category of New Business.

NOTICE TO PARENTS: Parents and legal guardians have the right (with certain exceptions) to consent before the City of Benson makes a video or voice recording of a minor child. A.R.S. §1-602(A)(9). Regular and Special Meetings of the Mayor and Council for the City of Benson are recorded, and that recording is usually posted on the City's website. If you permit your child to participate in a Regular or Special Meeting of the Mayor and Council for the City of Benson, a recording will be made. If your child is seated in the audience your child may be recorded, but you may request that your child be seated in a designated area to avoid recording. Please submit your request to the City Clerk.

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Certificate of Appreciation

AWARDED TO

Jesse Ingram

This Certificate of Appreciation is to commemorate the completion of

*5 YEARS OF SERVICE
WITH THE CITY OF BENSON
August 24, 2020*



Vicki L. Vivian, City Manager/City Clerk

Toney D. King, Sr., Mayor

Certificate of Appreciation

AWARDED TO

Troy McGoffin

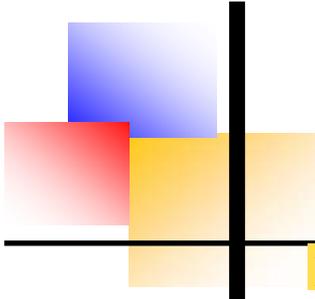
This Certificate of Appreciation is to commemorate the completion of

*5 YEARS OF SERVICE
WITH THE CITY OF BENSON
September 1, 2020*



Vicki L. Vivian, City Manager/City Clerk

Toney D. King, Sr., Mayor



City of Benson

SEPTEMBER 2020

FOR MORE INFORMATION VISIT WWW.CITYOFBENSON.COM

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7 LABOR DAY - City Offices Closed	8 Planning & Zoning Commission Meeting, 7:00 p.m..	9	10	11	12
13	14 City Council Meeting 7:00 p.m.	15	16	17	18	19 A Heroes' Welcome Celebration Classic Cars off Main Event
20	21	22	23	24	25	26
27	28 City Council Meeting 7:00 p.m.	29	30			

Meetings

- Tuesday, September 8, 2020** – Planning & Zoning, Meeting, 7:00 p.m., Community Center
- Monday, September 14, 2020** – City Council Meeting, 7:00p.m., Community Center

Events

- September 19, 2020** – Benson is about to make history. Not only will we have the Vietnam Wall, but we are honored with the unveiling of the Afghanistan/Iraq Warrior Tribute. Benson will be the first place this will be displayed, and no one will be able to display it again until 2021. This means that any pictures on the website, or brochure advertising for this tribute will all be of Benson! How exciting is that?"

The event will be held on Saturday from 9am-9pm with lots of vendors, and entertainment on stage throughout the event on Saturday. The walls being in place for viewing from September 16-20th.

Benson Clean & Beautiful is making plans for their annual car show to be held on Saturday, September 19, 2020 at Lions Park. It is now called "Classis Cars Off Main" and will focus on the car show with two classes - classic and rat rods. There will be food vendors plus live music and raffles and lots of prizes!!

City of Benson City Council Communication



Regular Meeting

August 24, 2020

To: Mayor and Council

Consent Agenda Item # 1a

From: Vicki Vivian, CMC, City Manager/City Clerk

Subject:

Invoices processed for the period from July 30, 2020 through August 12, 2020

Discussion:

Benson Volunteer Fire Dept Inc.	Monthly Payment Volunteer Fire Dept.	6,600.00
Prologic Technology Grp.	Monthly IT Services	4,200.00
Prime Controls, LP	SCADA Support - WasteWater Treatment Plant	29,973.60
Sulphur Springs Valley Elec	Electricity - Modular Structure Relocation	5,137.24
Team Modul LLC	Relocate Modular Building - Deposit	19,000.00

Attached is a list of large and/or unusual invoices processed by the Finance Department during the period from July 30, 2020 through August 12, 2020. The total of the invoices is \$64,910.84.

Staff Recommendation:

Approval of invoices processed for the period from July 30, 2020 through August 12, 2020

Report Criteria:

Report type: GL detail

Check.Type = {<->} "Adjustment"

GL Period	Check Issue Date	Check Nu	Vendor Number	Payee	Merchant V	Merchant Name	Amount	
07/20	07/31/2020	782	6756	SOUTHERN ARIZONA DISTRIBUTING	6756	SOUTHERN ARIZONA DISTRIB	520.65	M
08/20	08/07/2020	783	6756	SOUTHERN ARIZONA DISTRIBUTING	6756	SOUTHERN ARIZONA DISTRIB	551.15	M
07/20	07/31/2020	7615	1490	AZ STATE RETIREMENT ACC REC	1490	AZ STATE RETIREMENT ACC	176.60	M
07/20	07/31/2020	7615	1490	AZ STATE RETIREMENT ACC REC	1490	AZ STATE RETIREMENT ACC	.44	M
07/20	07/31/2020	7615	1490	AZ STATE RETIREMENT ACC REC	1490	AZ STATE RETIREMENT ACC	174.96	M
08/20	08/06/2020	56633	3629	EPOCH EYEWARE	3629	EPOCH EYEWARE	194.30	V
07/20	07/31/2020	56763	1728	AZ MUN RISK RETENTION POOL	1728	AZ MUN RISK RETENTION POO	1,922.62	
07/20	07/31/2020	56763	1728	AZ MUN RISK RETENTION POOL	1728	AZ MUN RISK RETENTION POO	372.12	
07/20	07/31/2020	56763	1728	AZ MUN RISK RETENTION POOL	1728	AZ MUN RISK RETENTION POO	372.12	
07/20	07/31/2020	56763	1728	AZ MUN RISK RETENTION POOL	1728	AZ MUN RISK RETENTION POO	1,550.50	
07/20	07/31/2020	56763	1728	AZ MUN RISK RETENTION POOL	1728	AZ MUN RISK RETENTION POO	310.10	
07/20	07/31/2020	56763	1728	AZ MUN RISK RETENTION POOL	1728	AZ MUN RISK RETENTION POO	930.30	
07/20	07/31/2020	56763	1728	AZ MUN RISK RETENTION POOL	1728	AZ MUN RISK RETENTION POO	248.08	
07/20	07/31/2020	56763	1728	AZ MUN RISK RETENTION POOL	1728	AZ MUN RISK RETENTION POO	496.16	
07/20	07/31/2020	56764	7448	BJ DRILLING COMPANY, INC.	7448	BJ DRILLING COMPANY, INC.	2,923.08	
07/20	07/31/2020	56765	2598	CENTURY LINK	2598	CENTURY LINK	444.78	
07/20	07/31/2020	56765	2598	CENTURY LINK	2598	CENTURY LINK	444.78	
07/20	07/31/2020	56766	12680	CNR TRUCKING AND CATTLE COMPA	12680	CNR TRUCKING AND CATTLE C	654.05	
07/20	07/31/2020	56767	12683	DENNIS OR CAROLINA SHERRILL	12683	DENNIS OR CAROLINA SHERRI	35.08	
07/20	07/31/2020	56768	3393	DIAMONDBACK SHOOTING SPORTS I	3393	DIAMONDBACK SHOOTING SP	258.61	
07/20	07/31/2020	56768	3393	DIAMONDBACK SHOOTING SPORTS I	3393	DIAMONDBACK SHOOTING SP	923.89	
07/20	07/31/2020	56769	3490	EAGLE PLUMBING	3490	EAGLE PLUMBING	228.00	
07/20	07/31/2020	56770	3682	FACTORY MOTOR PARTS CO	3682	FACTORY MOTOR PARTS CO	88.29	
07/20	07/31/2020	56770	3682	FACTORY MOTOR PARTS CO	3682	FACTORY MOTOR PARTS CO	88.29	
07/20	07/31/2020	56770	3682	FACTORY MOTOR PARTS CO	3682	FACTORY MOTOR PARTS CO	88.29	
07/20	07/31/2020	56770	3682	FACTORY MOTOR PARTS CO	3682	FACTORY MOTOR PARTS CO	88.29	
07/20	07/31/2020	56770	3682	FACTORY MOTOR PARTS CO	3682	FACTORY MOTOR PARTS CO	88.29	
07/20	07/31/2020	56770	3682	FACTORY MOTOR PARTS CO	3682	FACTORY MOTOR PARTS CO	88.29	
07/20	07/31/2020	56770	3682	FACTORY MOTOR PARTS CO	3682	FACTORY MOTOR PARTS CO	23.84	
07/20	07/31/2020	56770	3682	FACTORY MOTOR PARTS CO	3682	FACTORY MOTOR PARTS CO	519.77	
07/20	07/31/2020	56770	3682	FACTORY MOTOR PARTS CO	3682	FACTORY MOTOR PARTS CO	519.32	
07/20	07/31/2020	56770	3682	FACTORY MOTOR PARTS CO	3682	FACTORY MOTOR PARTS CO	523.93	
07/20	07/31/2020	56770	3682	FACTORY MOTOR PARTS CO	3682	FACTORY MOTOR PARTS CO	6.22	
07/20	07/31/2020	56770	3682	FACTORY MOTOR PARTS CO	3682	FACTORY MOTOR PARTS CO	74.27	
07/20	07/31/2020	56770	3682	FACTORY MOTOR PARTS CO	3682	FACTORY MOTOR PARTS CO	11.57	
07/20	07/31/2020	56771	3699	FX TACTICAL	3699	FX TACTICAL	762.63	
07/20	07/31/2020	56772	4111	GREATAMERICA FINANCIAL SVCS.	4111	GREATAMERICA FINANCIAL SV	225.82	
07/20	07/31/2020	56773	6640	HERALD REVIEW MEDIA	6640	HERALD REVIEW MEDIA	248.28	
07/20	07/31/2020	56773	6640	HERALD REVIEW MEDIA	6640	HERALD REVIEW MEDIA	622.71	
07/20	07/31/2020	56773	6640	HERALD REVIEW MEDIA	6640	HERALD REVIEW MEDIA	1,743.49	
07/20	07/31/2020	56773	6640	HERALD REVIEW MEDIA	6640	HERALD REVIEW MEDIA	435.90	
07/20	07/31/2020	56773	6640	HERALD REVIEW MEDIA	6640	HERALD REVIEW MEDIA	581.20	
07/20	07/31/2020	56773	6640	HERALD REVIEW MEDIA	6640	HERALD REVIEW MEDIA	44.52	
07/20	07/31/2020	56773	6640	HERALD REVIEW MEDIA	6640	HERALD REVIEW MEDIA	44.52	
07/20	07/31/2020	56773	6640	HERALD REVIEW MEDIA	6640	HERALD REVIEW MEDIA	89.04	
07/20	07/31/2020	56773	6640	HERALD REVIEW MEDIA	6640	HERALD REVIEW MEDIA	80.13	
07/20	07/31/2020	56774	12681	MICHAEL HOLBEY	12681	MICHAEL HOLBEY	592.06	
07/20	07/31/2020	56775	5661	O'REILLY AUTOMOTIVE INC	5661	O'REILLY AUTOMOTIVE INC	125.38	
07/20	07/31/2020	56775	5661	O'REILLY AUTOMOTIVE INC	5661	O'REILLY AUTOMOTIVE INC	33.06	
07/20	07/31/2020	56775	5661	O'REILLY AUTOMOTIVE INC	5661	O'REILLY AUTOMOTIVE INC	164.32	
07/20	07/31/2020	56775	5661	O'REILLY AUTOMOTIVE INC	5661	O'REILLY AUTOMOTIVE INC	28.81	
07/20	07/31/2020	56775	5661	O'REILLY AUTOMOTIVE INC	5661	O'REILLY AUTOMOTIVE INC	83.01	

GL Period	Check Issue Date	Check Nu	Vendor Number	Payee	Merchant V	Merchant Name	Amount
07/20	07/31/2020	56775	5661	O'REILLY AUTOMOTIVE INC	5661	O'REILLY AUTOMOTIVE INC	83.01
07/20	07/31/2020	56775	5661	O'REILLY AUTOMOTIVE INC	5661	O'REILLY AUTOMOTIVE INC	83.01
07/20	07/31/2020	56776	5668	O'RIELLY CHEVROLET	5668	O'RIELLY CHEVROLET	1,920.14
07/20	07/31/2020	56777	6008	PRIME CONTROLS, LP	6008	PRIME CONTROLS, LP	29,973.60
07/20	07/31/2020	56778	6115	R&R ELECTRIC, LLC	6115	R&R ELECTRIC, LLC	126.46
07/20	07/31/2020	56778	6115	R&R ELECTRIC, LLC	6115	R&R ELECTRIC, LLC	321.87
07/20	07/31/2020	56778	6115	R&R ELECTRIC, LLC	6115	R&R ELECTRIC, LLC	371.10
07/20	07/31/2020	56779	6180	RECORDED BOOKS, LLC	6180	RECORDED BOOKS, LLC	99.00
07/20	07/31/2020	56780	12684	RUNBECK ELECTION SERVICES	12684	RUNBECK ELECTION SERVICE	2,779.55
07/20	07/31/2020	56781	12682	SEAN M RICHARDS	12682	SEAN M RICHARDS	130.66
07/20	07/31/2020	56782	6564	SENERGY PETROLEUM	6564	SENERGY PETROLEUM	104.92
07/20	07/31/2020	56782	6564	SENERGY PETROLEUM	6564	SENERGY PETROLEUM	104.91
07/20	07/31/2020	56782	6564	SENERGY PETROLEUM	6564	SENERGY PETROLEUM	104.91
07/20	07/31/2020	56782	6564	SENERGY PETROLEUM	6564	SENERGY PETROLEUM	104.91
07/20	07/31/2020	56783	5211	VERIZON BUSINESS	5211	VERIZON BUSINESS	2.27
07/20	07/31/2020	56783	5211	VERIZON BUSINESS	5211	VERIZON BUSINESS	5.32
07/20	07/31/2020	56783	5211	VERIZON BUSINESS	5211	VERIZON BUSINESS	5.33
07/20	07/31/2020	56783	5211	VERIZON BUSINESS	5211	VERIZON BUSINESS	5.33
07/20	07/31/2020	56783	5211	VERIZON BUSINESS	5211	VERIZON BUSINESS	6.77
07/20	07/31/2020	56783	5211	VERIZON BUSINESS	5211	VERIZON BUSINESS	6.78
07/20	07/31/2020	56783	5211	VERIZON BUSINESS	5211	VERIZON BUSINESS	5.60
07/20	07/31/2020	56783	5211	VERIZON BUSINESS	5211	VERIZON BUSINESS	5.86
07/20	07/31/2020	56783	5211	VERIZON BUSINESS	5211	VERIZON BUSINESS	5.85
07/20	07/31/2020	56783	5211	VERIZON BUSINESS	5211	VERIZON BUSINESS	5.61
07/20	07/31/2020	56783	5211	VERIZON BUSINESS	5211	VERIZON BUSINESS	5.62
07/20	07/31/2020	56783	5211	VERIZON BUSINESS	5211	VERIZON BUSINESS	5.62
07/20	07/31/2020	56784	7667	VERIZON WIRELESS	7667	VERIZON WIRELESS	331.92
07/20	07/31/2020	56784	7667	VERIZON WIRELESS	7667	VERIZON WIRELESS	40.01
07/20	07/31/2020	56784	7667	VERIZON WIRELESS	7667	VERIZON WIRELESS	140.21
07/20	07/31/2020	56784	7667	VERIZON WIRELESS	7667	VERIZON WIRELESS	96.16
07/20	07/31/2020	56784	7667	VERIZON WIRELESS	7667	VERIZON WIRELESS	166.79
07/20	07/31/2020	56784	7667	VERIZON WIRELESS	7667	VERIZON WIRELESS	366.65
07/20	07/31/2020	56784	7667	VERIZON WIRELESS	7667	VERIZON WIRELESS	159.95
07/20	07/31/2020	56784	7667	VERIZON WIRELESS	7667	VERIZON WIRELESS	159.95
07/20	07/31/2020	56784	7667	VERIZON WIRELESS	7667	VERIZON WIRELESS	80.02
07/20	07/31/2020	56784	7667	VERIZON WIRELESS	7667	VERIZON WIRELESS	43.61
07/20	07/31/2020	56784	7667	VERIZON WIRELESS	7667	VERIZON WIRELESS	1,762.72
07/20	07/31/2020	56784	7667	VERIZON WIRELESS	7667	VERIZON WIRELESS	148.53
07/20	07/31/2020	56784	7667	VERIZON WIRELESS	7667	VERIZON WIRELESS	137.06
07/20	07/31/2020	56784	7667	VERIZON WIRELESS	7667	VERIZON WIRELESS	122.48
07/20	07/31/2020	56784	7667	VERIZON WIRELESS	7667	VERIZON WIRELESS	36.78
07/20	07/31/2020	56784	7667	VERIZON WIRELESS	7667	VERIZON WIRELESS	360.11
07/20	07/31/2020	56785	7717	WESTLAND RESOURCES	7717	WESTLAND RESOURCES	779.00
07/20	07/31/2020	56785	7717	WESTLAND RESOURCES	7717	WESTLAND RESOURCES	915.50
07/20	07/31/2020	56785	7717	WESTLAND RESOURCES	7717	WESTLAND RESOURCES	751.50
08/20	08/01/2020	56786	1216	AMERIPRIDE SERVICES INC	1216	AMERIPRIDE SERVICES INC	65.12
08/20	08/01/2020	56787	2160	BENSON VOLUNTEER FIRE DEPT INC	2160	BENSON VOLUNTEER FIRE DE	6,600.00
08/20	08/01/2020	56788	2278	BOOKPAGE	2278	BOOKPAGE	354.00
08/20	08/01/2020	56789	7790	BRANDT, WILLIAM	7790	BRANDT, WILLIAM	100.00
08/20	08/01/2020	56790	2598	CENTURY LINK	2598	CENTURY LINK	197.38
08/20	08/01/2020	56790	2598	CENTURY LINK	2598	CENTURY LINK	197.39
08/20	08/01/2020	56791	3050	COMMUNITY FOOD PANTRY OF	3050	COMMUNITY FOOD PANTRY O	130.00
08/20	08/01/2020	56792	3119	COX COMMUNICATIONS	3119	COX COMMUNICATIONS	114.00
08/20	08/01/2020	56792	3119	COX COMMUNICATIONS	3119	COX COMMUNICATIONS	114.00
08/20	08/01/2020	56792	3119	COX COMMUNICATIONS	3119	COX COMMUNICATIONS	62.66
08/20	08/01/2020	56793	11367	DAVID THOMPSON	11367	DAVID THOMPSON	2,111.00

GL Period	Check Issue Date	Check Nu	Vendor Number	Payee	Merchant V	Merchant Name	Amount
08/20	08/01/2020	56794	3240	FOSTER, DARRELL	3240	FOSTER, DARRELL	100.00
08/20	08/01/2020	56795	3975	GEOFFREY MCGOFFIN	3975	GEOFFREY MCGOFFIN	100.00
08/20	08/01/2020	56796	4111	GREATAMERICA FINANCIAL SVCS.	4111	GREATAMERICA FINANCIAL SV	146.58
08/20	08/01/2020	56796	4111	GREATAMERICA FINANCIAL SVCS.	4111	GREATAMERICA FINANCIAL SV	97.19
08/20	08/01/2020	56796	4111	GREATAMERICA FINANCIAL SVCS.	4111	GREATAMERICA FINANCIAL SV	57.00
08/20	08/01/2020	56797	7895	JAMES HANSEN JR.	7895	JAMES HANSEN JR.	100.00
08/20	08/01/2020	56798	4505	JERRY FINK	4505	JERRY FINK	100.00
08/20	08/01/2020	56799	6144	JOHNSON II, RAY	6144	JOHNSON II, RAY	100.00
08/20	08/01/2020	56800	5551	MALDONADO, ANICLETO D	5551	MALDONADO, ANICLETO D	100.00
08/20	08/01/2020	56801	5224	MERIT FOODS OF ARIZONA	5224	MERIT FOODS OF ARIZONA	448.03
08/20	08/01/2020	56801	5224	MERIT FOODS OF ARIZONA	5224	MERIT FOODS OF ARIZONA	610.84
08/20	08/01/2020	56801	5224	MERIT FOODS OF ARIZONA	5224	MERIT FOODS OF ARIZONA	14.42
08/20	08/01/2020	56802	5386	MONTRROY, MIKE	5386	MONTRROY, MIKE	100.00
08/20	08/01/2020	56803	4840	NAPIER, LARRY	4840	NAPIER, LARRY	100.00
08/20	08/01/2020	56804	5960	POPULAR SUBSCRIPTION SERVICE	5960	POPULAR SUBSCRIPTION SER	17.00
08/20	08/01/2020	56804	5960	POPULAR SUBSCRIPTION SERVICE	5960	POPULAR SUBSCRIPTION SER	561.19
08/20	08/01/2020	56805	4573	RODRIGUEZ, JOE	4573	RODRIGUEZ, JOE	100.00
08/20	08/01/2020	56806	8914	ROTHERMICH, JOE	8914	ROTHERMICH, JOE	100.00
08/20	08/01/2020	56807	5786	TEAGUE, PATRICK	5786	TEAGUE, PATRICK	100.00
08/20	08/01/2020	56808	8907	THELANDER, JAMES	8907	THELANDER, JAMES	100.00
08/20	08/01/2020	56809	7312	TRUJILLO, FRED	7312	TRUJILLO, FRED	100.00
08/20	08/06/2020	56810	3629	EPOCH EYEWARE	3629	EPOCH EYEWARE	194.30
08/20	08/06/2020	56811	12679	HECKER & PEW	12679	HECKER & PEW PLLC	1,390.00
08/20	08/06/2020	56812	12685	OSCAR GOMEZ	12685	OSCAR GOMEZ	300.00
08/20	08/06/2020	56813	6238	REVIZE LLC	6238	REVIZE LLC	800.00
08/20	08/06/2020	56814	6972	SULPHUR SPRINGS VALLEY ELEC	6972	SULPHUR SPRINGS VALLEY EL	5,137.24
08/20	08/06/2020	56815	7020	TEAM MODUL LLC	7020	TEAM MODUL LLC	19,000.00
08/20	08/07/2020	56816	1041	ACCUMULATED AIR TECNOLOGIES L	1041	ACCUMULATED AIR TECNOLO	1,254.09
08/20	08/07/2020	56817	1950	BENSON ACE HARDWARE	1950	BENSON ACE HARDWARE	32.76
08/20	08/07/2020	56817	1950	BENSON ACE HARDWARE	1950	BENSON ACE HARDWARE	242.21
08/20	08/07/2020	56817	1950	BENSON ACE HARDWARE	1950	BENSON ACE HARDWARE	481.33
08/20	08/07/2020	56817	1950	BENSON ACE HARDWARE	1950	BENSON ACE HARDWARE	75.40
08/20	08/07/2020	56817	1950	BENSON ACE HARDWARE	1950	BENSON ACE HARDWARE	65.74
08/20	08/07/2020	56817	1950	BENSON ACE HARDWARE	1950	BENSON ACE HARDWARE	623.80
08/20	08/07/2020	56817	1950	BENSON ACE HARDWARE	1950	BENSON ACE HARDWARE	174.12
08/20	08/07/2020	56817	1950	BENSON ACE HARDWARE	1950	BENSON ACE HARDWARE	114.47
08/20	08/07/2020	56817	1950	BENSON ACE HARDWARE	1950	BENSON ACE HARDWARE	117.68
08/20	08/07/2020	56817	1950	BENSON ACE HARDWARE	1950	BENSON ACE HARDWARE	372.86
08/20	08/07/2020	56817	1950	BENSON ACE HARDWARE	1950	BENSON ACE HARDWARE	2.51
08/20	08/07/2020	56817	1950	BENSON ACE HARDWARE	1950	BENSON ACE HARDWARE	39.03
08/20	08/07/2020	56817	1950	BENSON ACE HARDWARE	1950	BENSON ACE HARDWARE	20.80
08/20	08/07/2020	56817	1950	BENSON ACE HARDWARE	1950	BENSON ACE HARDWARE	20.80
08/20	08/07/2020	56817	1950	BENSON ACE HARDWARE	1950	BENSON ACE HARDWARE	10.95
08/20	08/07/2020	56817	1950	BENSON ACE HARDWARE	1950	BENSON ACE HARDWARE	10.95
08/20	08/07/2020	56817	1950	BENSON ACE HARDWARE	1950	BENSON ACE HARDWARE	10.94
08/20	08/07/2020	56817	1950	BENSON ACE HARDWARE	1950	BENSON ACE HARDWARE	182.09
08/20	08/07/2020	56817	1950	BENSON ACE HARDWARE	1950	BENSON ACE HARDWARE	110.36
08/20	08/07/2020	56817	1950	BENSON ACE HARDWARE	1950	BENSON ACE HARDWARE	766.54
08/20	08/07/2020	56818	1964	BENSON BLOSSOM SHOP	1964	BENSON BLOSSOM SHOP	75.76
08/20	08/07/2020	56818	1964	BENSON BLOSSOM SHOP	1964	BENSON BLOSSOM SHOP	75.76
08/20	08/07/2020	56819	2071	BENSON LUMBER & SUPPLY LLC	2071	BENSON LUMBER & SUPPLY LL	113.29
08/20	08/07/2020	56819	2071	BENSON LUMBER & SUPPLY LLC	2071	BENSON LUMBER & SUPPLY LL	26.94
08/20	08/07/2020	56819	2071	BENSON LUMBER & SUPPLY LLC	2071	BENSON LUMBER & SUPPLY LL	21.57
08/20	08/07/2020	56819	2071	BENSON LUMBER & SUPPLY LLC	2071	BENSON LUMBER & SUPPLY LL	39.53
08/20	08/07/2020	56819	2071	BENSON LUMBER & SUPPLY LLC	2071	BENSON LUMBER & SUPPLY LL	76.60
08/20	08/07/2020	56819	2071	BENSON LUMBER & SUPPLY LLC	2071	BENSON LUMBER & SUPPLY LL	58.31
08/20	08/07/2020	56819	2071	BENSON LUMBER & SUPPLY LLC	2071	BENSON LUMBER & SUPPLY LL	50.47

GL Period	Check Issue Date	Check Nu	Vendor Number	Payee	Merchant V	Merchant Name	Amount
08/20	08/07/2020	56820	2739	CINTAS CORP. LOC. 445	2739	CINTAS CORP. LOC. 445	90.35
08/20	08/07/2020	56820	2739	CINTAS CORP. LOC. 445	2739	CINTAS CORP. LOC. 445	.48
08/20	08/07/2020	56820	2739	CINTAS CORP. LOC. 445	2739	CINTAS CORP. LOC. 445	13.96
08/20	08/07/2020	56820	2739	CINTAS CORP. LOC. 445	2739	CINTAS CORP. LOC. 445	90.35
08/20	08/07/2020	56820	2739	CINTAS CORP. LOC. 445	2739	CINTAS CORP. LOC. 445	61.73
08/20	08/07/2020	56820	2739	CINTAS CORP. LOC. 445	2739	CINTAS CORP. LOC. 445	16.26
08/20	08/07/2020	56820	2739	CINTAS CORP. LOC. 445	2739	CINTAS CORP. LOC. 445	.48
08/20	08/07/2020	56820	2739	CINTAS CORP. LOC. 445	2739	CINTAS CORP. LOC. 445	13.96
08/20	08/07/2020	56820	2739	CINTAS CORP. LOC. 445	2739	CINTAS CORP. LOC. 445	18.38
08/20	08/07/2020	56820	2739	CINTAS CORP. LOC. 445	2739	CINTAS CORP. LOC. 445	16.26
08/20	08/07/2020	56821	2784	CNG	2784	CNG	455.00
08/20	08/07/2020	56821	2784	CNG	2784	CNG	280.00
08/20	08/07/2020	56821	2784	CNG	2784	CNG	420.00
08/20	08/07/2020	56821	2784	CNG	2784	CNG	105.00
08/20	08/07/2020	56821	2784	CNG	2784	CNG	245.00
08/20	08/07/2020	56821	2784	CNG	2784	CNG	175.00
08/20	08/07/2020	56821	2784	CNG	2784	CNG	280.00
08/20	08/07/2020	56821	2784	CNG	2784	CNG	455.00
08/20	08/07/2020	56821	2784	CNG	2784	CNG	245.00
08/20	08/07/2020	56821	2784	CNG	2784	CNG	210.00
08/20	08/07/2020	56821	2784	CNG	2784	CNG	35.00
08/20	08/07/2020	56821	2784	CNG	2784	CNG	35.00
08/20	08/07/2020	56821	2784	CNG	2784	CNG	35.00
08/20	08/07/2020	56821	2784	CNG	2784	CNG	227.50
08/20	08/07/2020	56821	2784	CNG	2784	CNG	227.50
08/20	08/07/2020	56821	2784	CNG	2784	CNG	35.00
08/20	08/07/2020	56821	2784	CNG	2784	CNG	350.00
08/20	08/07/2020	56821	2784	CNG	2784	CNG	175.00
08/20	08/07/2020	56821	2784	CNG	2784	CNG	75.00
08/20	08/07/2020	56822	7402	US FOODS	7402	US FOODS	384.95
08/20	08/07/2020	56822	7402	US FOODS	7402	US FOODS	101.75
08/20	08/07/2020	56822	7402	US FOODS	7402	US FOODS	523.29
08/20	08/07/2020	56822	7402	US FOODS	7402	US FOODS	46.96
08/20	08/07/2020	56822	7402	US FOODS	7402	US FOODS	70.68
08/20	08/11/2020	56823	2732	CHRISTOPHER'S HEATING & COOLIN	2732	CHRISTOPHER'S HEATING & C	230.00
08/20	08/11/2020	56824	12093	CM AQUISITIONS LLC	12093	CM AQUISITIONS LLC	56.61
08/20	08/11/2020	56825	3682	FACTORY MOTOR PARTS CO	3682	FACTORY MOTOR PARTS CO	502.23
08/20	08/11/2020	56825	3682	FACTORY MOTOR PARTS CO	3682	FACTORY MOTOR PARTS CO	56.73
08/20	08/11/2020	56825	3682	FACTORY MOTOR PARTS CO	3682	FACTORY MOTOR PARTS CO	16.59
08/20	08/11/2020	56826	4085	GRAINGER	4085	GRAINGER	30.34
08/20	08/11/2020	56826	4085	GRAINGER	4085	GRAINGER	30.35
08/20	08/11/2020	56826	4085	GRAINGER	4085	GRAINGER	30.35
08/20	08/11/2020	56826	4085	GRAINGER	4085	GRAINGER	243.38
08/20	08/11/2020	56826	4085	GRAINGER	4085	GRAINGER	243.37
08/20	08/11/2020	56826	4085	GRAINGER	4085	GRAINGER	243.37
08/20	08/11/2020	56827	3909	GTECH GLASS & TINT INC	3909	GTECH GLASS & TINT INC	250.00
08/20	08/11/2020	56828	5426	PROLOGIC TECHNOLOGY GROUP LL	5426	PROLOGIC TECHNOLOGY GRO	4,200.00
08/20	08/11/2020	56829	6075	PURCHASE POWER	6075	PURCHASE POWER	500.00
08/20	08/11/2020	56829	6075	PURCHASE POWER	6075	PURCHASE POWER	56.29
08/20	08/11/2020	56830	6180	RECORDED BOOKS, LLC	6180	RECORDED BOOKS, LLC	35.99
08/20	08/11/2020	56830	6180	RECORDED BOOKS, LLC	6180	RECORDED BOOKS, LLC	45.40
08/20	08/11/2020	56830	6180	RECORDED BOOKS, LLC	6180	RECORDED BOOKS, LLC	40.49
08/20	08/11/2020	56831	2791	SUPPORT PAYMENT CLEARINGHOUS	2791	SUPPORT PAYMENT CLEARIN	198.34
08/20	08/11/2020	56832	7108	THE DAILY TERRITORIAL	7108	THE DAILY TERRITORIAL	27.00
08/20	08/11/2020	56833	7536	USA BLUEBOOK	7536	USA BLUEBOOK	377.26
08/20	08/11/2020	56833	7536	USA BLUEBOOK	7536	USA BLUEBOOK	127.92
08/20	08/11/2020	56833	7536	USA BLUEBOOK	7536	USA BLUEBOOK	40.63

GL Period	Check Issue Date	Check Nu	Vendor Number	Payee	Merchant V	Merchant Name	Amount
08/20	08/11/2020	56833	7536	USA BLUEBOOK	7536	USA BLUEBOOK	31.09
08/20	08/11/2020	56834	7696	WATSON CHEVROLET	7696	WATSON CHEVROLET	38.08
08/20	08/11/2020	56834	7696	WATSON CHEVROLET	7696	WATSON CHEVROLET	38.08
08/20	08/11/2020	56834	7696	WATSON CHEVROLET	7696	WATSON CHEVROLET	38.09
Grand Totals:							<u>123,274.33</u>

Report Criteria:

Report type: GL detail

Check.Type = {<-} "Adjustment"

Report Criteria:

Invoices with totals above \$0.00 included.

Only paid invoices included.

Fund	Vendor Name	Merchant Name	Merchant V	Invoice Number	Invoice Date	Description	Net Invoice A
GENERAL FUND							
10-22250 RETIREMENT PAYABLE							
GENERAL FUND	AZ STATE RETIREMENT ACC	AZ STATE RETIREMENT ACC REC		1490 070320	07/12/2020	ACR RETIREMENT CONTRIBUTION	176.60
GENERAL FUND	AZ STATE RETIREMENT ACC	AZ STATE RETIREMENT ACC REC		1490 070320	07/12/2020	INTEREST ON ACR	.44
GENERAL FUND	AZ STATE RETIREMENT ACC	AZ STATE RETIREMENT ACC REC		1490 071720	07/26/2020	ACR RETIREMENT CONTRIBUTION	174.96
Total 10-22250 RETIREMENT PAYABLE:							352.00
10-22265 GARNISHMENTS PAYABLE							
GENERAL FUND	SUPPORT PAYMENT CLEARIN	SUPPORT PAYMENT CLEARINGHOUSE		2791 073120	08/07/2020	#000209604000	198.34
Total 10-22265 GARNISHMENTS PAYABLE:							198.34
10-41-310 PROFESSIONAL SERVICES - HR							
GENERAL FUND	BENSON BLOSSOM SHOP	BENSON BLOSSOM SHOP		1964 100000465	08/06/2020	BEREAVEMENT ARRANGEMENT - AT	75.76
GENERAL FUND	BENSON BLOSSOM SHOP	BENSON BLOSSOM SHOP		1964 100000465A	08/06/2020	BEREAVEMENT ARRANGEMENT - CO	75.76
Total 10-41-310 PROFESSIONAL SERVICES - HR:							151.52
10-41-330 IT SERVICES							
GENERAL FUND	PROLOGIC TECHNOLOGY GRO	PROLOGIC TECHNOLOGY GROUP LLC		5426 4969	07/31/2020	IT SERVICE - 8/2020	4,200.00
GENERAL FUND	REVIZE LLC	REVIZE LLC		6238 9965	06/01/2020	ANNUAL TECH SUPPORT 7/1/20 - 6/30	800.00
Total 10-41-330 IT SERVICES:							5,000.00
10-41-415 TELEPHONE							
GENERAL FUND	VERIZON BUSINESS	VERIZON BUSINESS		5211 05786718	06/25/2020	LONG DISTANCE SERVICE - 6/20	2.27
GENERAL FUND	VERIZON BUSINESS	VERIZON BUSINESS		5211 05910077	07/25/2020	LONG DISTANCE SERVICE - 7/20	5.60
GENERAL FUND	VERIZON WIRELESS	VERIZON WIRELESS		7667 9858620208	07/12/2020	MONTHLY CHARGES	40.01
Total 10-41-415 TELEPHONE:							47.88
10-41-430 REPAIRS & MAINTENANCE							
GENERAL FUND	CHRISTOPHER'S HEATING & C	CHRISTOPHER'S HEATING & COOLING		2732 03091	08/10/2020	REPAIRS TO AC IN FINANCE	230.00

Fund	Vendor Name	Merchant Name	Merchant V	Invoice Number	Invoice Date	Description	Net Invoice A
Total 10-41-430 REPAIRS & MAINTENANCE:							230.00
10-41-520 INSURANCE							
GENERAL FUND	AZ MUN RISK RETENTION POO	AZ MUN RISK RETENTION POOL	1728	40000749-070	07/06/2020	EXCESS LIBILITY 5 POLICY 7/2020-7/2	1,922.62
Total 10-41-520 INSURANCE:							1,922.62
10-41-540 PUBLIC NOTICES, ADVERTISING							
GENERAL FUND	HERALD REVIEW MEDIA	HERALD REVIEW MEDIA	6640	6/2020A	06/30/2020	ADMIN AD	89.04
Total 10-41-540 PUBLIC NOTICES, ADVERTISING:							89.04
10-41-542 ADVERTISING - HR							
GENERAL FUND	HERALD REVIEW MEDIA	HERALD REVIEW MEDIA	6640	6/2020	06/30/2020	HELP WANTED AD - PD	248.28
Total 10-41-542 ADVERTISING - HR:							248.28
10-41-620 POSTAGE & SHIPPING							
GENERAL FUND	PURCHASE POWER	PURCHASE POWER	6075	071920	07/19/2020	POSTAGE	500.00
Total 10-41-620 POSTAGE & SHIPPING:							500.00
10-41-640 OPERATING SUPPLIES							
GENERAL FUND	BENSON ACE HARDWARE	BENSON ACE HARDWARE	1950	073120	07/31/2020	SUPPLIES	2.51
GENERAL FUND	BENSON LUMBER & SUPPLY LL	BENSON LUMBER & SUPPLY LLC	2071	071520	07/15/2020	SUPPLIES	50.47
GENERAL FUND	GREATAMERICA FINANCIAL SV	GREATAMERICA FINANCIAL SVCS.	4111	27475145	07/22/2020	COPIER LEASE -ADMIN	146.58
Total 10-41-640 OPERATING SUPPLIES:							199.56
10-41-670 VEHICLE REPAIR & MAINT							
GENERAL FUND	FACTORY MOTOR PARTS CO	FACTORY MOTOR PARTS CO	3682	070120	07/01/2020	PARTS	88.29
Total 10-41-670 VEHICLE REPAIR & MAINT:							88.29
10-42-640 OPERATING SUPPLIES							
GENERAL FUND	VERIZON WIRELESS	VERIZON WIRELESS	7667	9858620208	07/12/2020	MONTHLY CHARGES	331.92
Total 10-42-640 OPERATING SUPPLIES:							331.92

Fund	Vendor Name	Merchant Name	Merchant V	Invoice Number	Invoice Date	Description	Net Invoice A
10-43-415 TELEPHONE							
GENERAL FUND	VERIZON WIRELESS	VERIZON WIRELESS	7667	9858620208	07/12/2020	MONTHLY CHARGES	96.16
Total 10-43-415 TELEPHONE:							96.16
10-43-670 VEHICLE REPAIR & MAINT							
GENERAL FUND	CNG	CNG	2784	R186	07/21/2020	#123 - REPLACED BATTERY AND ALT	210.00
GENERAL FUND	FACTORY MOTOR PARTS CO	FACTORY MOTOR PARTS CO	3682	070120	07/01/2020	PARTS	88.29
GENERAL FUND	O'REILLY AUTOMOTIVE INC	O'REILLY AUTOMOTIVE INC	5661	062820	06/28/2020	PARTS	33.06
Total 10-43-670 VEHICLE REPAIR & MAINT:							331.35
10-45-415 TELECOMMUNICATIONS							
GENERAL FUND	CENTURY LINK	CENTURY LINK	2598	101050541	06/09/2020	PRO SERVICES 8/20 FD/PD	197.38
GENERAL FUND	CENTURY LINK	CENTURY LINK	2598	1493925402	07/19/2020	BENSON SWITCHED LD - PD - MONTH	444.78
GENERAL FUND	CENTURY LINK	CENTURY LINK	2598	1493925402A	07/19/2020	BENSON SWITCHED LD - PD - MONTH	444.78
GENERAL FUND	VERIZON BUSINESS	VERIZON BUSINESS	5211	05786718	06/25/2020	LONG DISTANCE SERVICE	6.78
GENERAL FUND	VERIZON BUSINESS	VERIZON BUSINESS	5211	05910077	07/25/2020	LONG DISTANCE SERVICE	5.86
GENERAL FUND	VERIZON WIRELESS	VERIZON WIRELESS	7667	9858620208	07/12/2020	MONTHLY CHARGES	140.21
GENERAL FUND	VERIZON WIRELESS	VERIZON WIRELESS	7667	9858620208	07/12/2020	MONTHLY CHARGES	1,762.72
Total 10-45-415 TELECOMMUNICATIONS:							3,002.51
10-45-440 RENTALS							
GENERAL FUND	GREATAMERICA FINANCIAL SV	GREATAMERICA FINANCIAL SVCS.	4111	27300844	06/24/2020	COPIER LEASE - PD	225.82
Total 10-45-440 RENTALS:							225.82
10-45-470 UNIFORMS							
GENERAL FUND	DIAMONDBACK SHOOTING SP	DIAMONDBACK SHOOTING SPORTS INC	3393	5557	06/24/2020	EQUIPMENT/UNIFORM BH	258.61
GENERAL FUND	DIAMONDBACK SHOOTING SP	DIAMONDBACK SHOOTING SPORTS INC	3393	5575	06/29/2020	UNIFORMS TE	923.89
GENERAL FUND	FX TACTICAL	FX TACTICAL	3699	11-10015083	07/07/2020	UNIFORM - NEW OFFICER	762.63
Total 10-45-470 UNIFORMS:							1,945.13
10-45-640 OPERATING SUPPLIES							
GENERAL FUND	BENSON ACE HARDWARE	BENSON ACE HARDWARE	1950	073120	07/31/2020	SUPPLIES	182.09
Total 10-45-640 OPERATING SUPPLIES:							182.09

Fund	Vendor Name	Merchant Name	Merchant V	Invoice Number	Invoice Date	Description	Net Invoice A
10-45-670	VEHICLE REPAIRS & MAINT						
GENERAL FUND	O'RIELLY CHEVROLET	O'RIELLY CHEVROLET	5668	31549	07/09/2020	#9 - REPAIRS - PD	1,920.14
Total 10-45-670 VEHICLE REPAIRS & MAINT:							1,920.14
10-46-300 PROFESSIONAL SERVICES							
GENERAL FUND	BENSON VOLUNTEER FIRE DE	BENSON VOLUNTEER FIRE DEPT INC	2160	153	08/01/2020	MONTHLY PAYMENT	6,600.00
Total 10-46-300 PROFESSIONAL SERVICES:							6,600.00
10-46-415 TELEPHONE							
GENERAL FUND	CENTURY LINK	CENTURY LINK	2598	101050541	06/09/2020	PRO SERVICES 8/20 - FD/PD	197.39
GENERAL FUND	VERIZON BUSINESS	VERIZON BUSINESS	5211	05786718	06/25/2020	LONG DISTANCE SERVICE	6.77
GENERAL FUND	VERIZON BUSINESS	VERIZON BUSINESS	5211	05910077	07/25/2020	LONG DISTANCE SERVICE	5.85
GENERAL FUND	VERIZON WIRELESS	VERIZON WIRELESS	7667	9858620208	07/12/2020	MONTHLY CHARGES	366.65
GENERAL FUND	VERIZON WIRELESS	VERIZON WIRELESS	7667	9859295539	07/23/2020	AIR CARDS - FIRE DEPT	360.11
Total 10-46-415 TELEPHONE:							936.77
10-49-696 BOOKS							
GENERAL FUND	BOOKPAGE	BOOKPAGE	2278	S48511	07/25/2020	LIBRARY SUBSCRIPTION - 1 YR 8/20-7	354.00
GENERAL FUND	POPULAR SUBSCRIPTION SER	POPULAR SUBSCRIPTION SERVICE	5960	CREDIT MEM	07/16/2020	CREDIT	17.00
GENERAL FUND	POPULAR SUBSCRIPTION SER	POPULAR SUBSCRIPTION SERVICE	5960	KP-03057	07/16/2020	YEARLY MAGAZINE SUBSCRIPTION -	561.19
GENERAL FUND	RECORDED BOOKS, LLC	RECORDED BOOKS, LLC	6180	76672031	07/09/2020	BOOKS ON CD	99.00
GENERAL FUND	RECORDED BOOKS, LLC	RECORDED BOOKS, LLC	6180	76675663	07/13/2020	BOOK ON CD - LIBRARY	35.99
GENERAL FUND	RECORDED BOOKS, LLC	RECORDED BOOKS, LLC	6180	76678903	07/21/2020	BOOK ON CD - LIBRARY	45.40
GENERAL FUND	RECORDED BOOKS, LLC	RECORDED BOOKS, LLC	6180	76679361	07/17/2020	BOOK ON CD - LIBRARY	40.49
Total 10-49-696 BOOKS:							1,119.07
10-50-019 COVID-19							
GENERAL FUND	BENSON ACE HARDWARE	BENSON ACE HARDWARE	1950	073120	07/31/2020	SUPPLIES	65.74
Total 10-50-019 COVID-19:							65.74
10-50-410 UTILITIES							
GENERAL FUND	COX COMMUNICATIONS	COX COMMUNICATIONS	3119	071420	07/14/2020	MONTHLY INTERNET SERVICES - PA	114.00
Total 10-50-410 UTILITIES:							114.00

Fund	Vendor Name	Merchant Name	Merchant V	Invoice Number	Invoice Date	Description	Net Invoice A
10-50-415 TELEPHONE							
GENERAL FUND	COX COMMUNICATIONS	COX COMMUNICATIONS	3119	071420	07/14/2020	TELEPHONE	62.66
GENERAL FUND	VERIZON WIRELESS	VERIZON WIRELESS	7667	9858620208	07/12/2020	MONTHLY CHARGES	43.61
Total 10-50-415 TELEPHONE:							106.27
10-50-430 REPAIRS & MAINTENANCE							
GENERAL FUND	BENSON ACE HARDWARE	BENSON ACE HARDWARE	1950	073120	07/31/2020	SUPPLIES	75.40
GENERAL FUND	BENSON LUMBER & SUPPLY LL	BENSON LUMBER & SUPPLY LLC	2071	071520	07/15/2020	SUPPLIES	76.60
Total 10-50-430 REPAIRS & MAINTENANCE:							152.00
10-50-640 OTHER OPERATING SUPPLIES							
GENERAL FUND	BENSON ACE HARDWARE	BENSON ACE HARDWARE	1950	073120	07/31/2020	SUPPLIES	623.80
GENERAL FUND	BENSON LUMBER & SUPPLY LL	BENSON LUMBER & SUPPLY LLC	2071	071520	07/15/2020	SUPPLIES	58.31
Total 10-50-640 OTHER OPERATING SUPPLIES:							682.11
10-50-670 VEHICLE REPAIRS & MAINT							
GENERAL FUND	FACTORY MOTOR PARTS CO	FACTORY MOTOR PARTS CO	3682	070120	07/01/2020	PARTS	88.29
Total 10-50-670 VEHICLE REPAIRS & MAINT:							88.29
10-56-350 BANK CHARGES							
GENERAL FUND	GREATAMERICA FINANCIAL SV	GREATAMERICA FINANCIAL SVCS.	4111	27475145	07/22/2020	LATE FEE	57.00
GENERAL FUND	PURCHASE POWER	PURCHASE POWER	6075	071920	07/19/2020	LATE FEE/FINANCE CHARGE	56.29
Total 10-56-350 BANK CHARGES:							113.29
10-56-415 TELEPHONE							
GENERAL FUND	VERIZON WIRELESS	VERIZON WIRELESS	7667	9858620208	07/12/2020	MONTHLY CHARGES	166.79
Total 10-56-415 TELEPHONE:							166.79
10-56-540 PUBLIC NOTICES, ADVERTISING							
GENERAL FUND	HERALD REVIEW MEDIA	HERALD REVIEW MEDIA	6640	6/2020	06/30/2020	TAX LEVY AD - FINANCE	622.71
GENERAL FUND	HERALD REVIEW MEDIA	HERALD REVIEW MEDIA	6640	6/2020	06/30/2020	ESTIMATED BUDGET 2021 - FINANCE	1,743.49
GENERAL FUND	HERALD REVIEW MEDIA	HERALD REVIEW MEDIA	6640	6/2020	06/30/2020	TNT HEARING - FINANCE	435.90
GENERAL FUND	HERALD REVIEW MEDIA	HERALD REVIEW MEDIA	6640	6/2020A	06/30/2020	FINANCE AD	44.52
GENERAL FUND	THE DAILY TERRITORIAL	THE DAILY TERRITORIAL	7108	071020	07/10/2020	FINANCIAL AUDITING - BID NOTICE #5	27.00

Fund	Vendor Name	Merchant Name	Merchant V	Invoice Number	Invoice Date	Description	Net Invoice A
Total 10-56-540 PUBLIC NOTICES, ADVERTISING:							2,873.62
10-56-640 OTHER OPERATING SUPPLIES							
GENERAL FUND	GREATAMERICA FINANCIAL SV	GREATAMERICA FINANCIAL SVCS.	4111	27475145	07/22/2020	COPIER LEASE/PRINTER LEASE - FIN	97.19
Total 10-56-640 OTHER OPERATING SUPPLIES:							97.19
10-57-412 UTILITIES - COMM CENTER							
GENERAL FUND	VERIZON WIRELESS	VERIZON WIRELESS	7667	9858620208	07/12/2020	MONTHLY CHARGES	36.78
Total 10-57-412 UTILITIES - COMM CENTER:							36.78
10-57-430 REPAIRS & MAINTENANCE - POOL							
GENERAL FUND	BENSON ACE HARDWARE	BENSON ACE HARDWARE	1950	073120	07/31/2020	SUPPLIES	32.76
Total 10-57-430 REPAIRS & MAINTENANCE - POOL:							32.76
10-57-432 REPAIRS & MAINT - COMM CENTER							
GENERAL FUND	BENSON ACE HARDWARE	BENSON ACE HARDWARE	1950	073120	07/31/2020	SUPPLIES	242.21
GENERAL FUND	R&R ELECTRIC, LLC	R&R ELECTRIC, LLC	6115	16221	07/16/2020	REPAIRS TO LIGHT FLAG POLE - REC	126.46
Total 10-57-432 REPAIRS & MAINT - COMM CENTER:							368.67
10-58-545 FOOD PANTRY							
GENERAL FUND	COMMUNITY FOOD PANTRY O	COMMUNITY FOOD PANTRY OF	3050	149	08/01/2020	MONTHLY ASSISTANCE	130.00
Total 10-58-545 FOOD PANTRY:							130.00
10-60-410 UTILITIES							
GENERAL FUND	COX COMMUNICATIONS	COX COMMUNICATIONS	3119	071220	07/12/2020	MONTHLY INTERNET SERVICES - VD	114.00
Total 10-60-410 UTILITIES:							114.00
10-60-540 PUBLIC NOTICES, ADVERTISING							
GENERAL FUND	HERALD REVIEW MEDIA	HERALD REVIEW MEDIA	6640	6/2020A	06/30/2020	VC AD	44.52
Total 10-60-540 PUBLIC NOTICES, ADVERTISING:							44.52

Fund	Vendor Name	Merchant Name	Merchant V	Invoice Number	Invoice Date	Description	Net Invoice A
10-61-300 PROFESSIONAL SERVICES GENERAL FUND	HECKER & PEW PLLC	HECKER & PEW PLLC	12679	070620	07/06/2020	ATTORNEY SERVICES 9/19 - 11/19	1,390.00
Total 10-61-300 PROFESSIONAL SERVICES:							1,390.00
10-62-605 ELECTION SUPPLIES & POSTAGE							
GENERAL FUND	RUNBECK ELECTION SERVICE	RUNBECK ELECTION SERVICES	12684	A003969	06/30/2020	ELECTION SUPPLIES	2,779.55
Total 10-62-605 ELECTION SUPPLIES & POSTAGE:							2,779.55
10-64-540 PUBLIC NOTICES, ADVERTISING							
GENERAL FUND	HERALD REVIEW MEDIA	HERALD REVIEW MEDIA	6640	6/2020A	06/30/2020	PUBLIC HEARING ADS - BOARD OF A	581.20
Total 10-64-540 PUBLIC NOTICES, ADVERTISING:							581.20
10-65-415 TELEPHONE							
GENERAL FUND	VERIZON WIRELESS	VERIZON WIRELESS	7667	9858620208	07/12/2020	MONTHLY CHARGES	148.53
Total 10-65-415 TELEPHONE:							148.53
10-65-540 PUBLIC NOTICES, ADVERTISING							
GENERAL FUND	HERALD REVIEW MEDIA	HERALD REVIEW MEDIA	6640	6/2020A	06/30/2020	PUBLIC WORKS AD	80.13
Total 10-65-540 PUBLIC NOTICES, ADVERTISING:							80.13
Total GENERAL FUND:							35,883.93
TRANSIT FUND							
14-40-415 TELEPHONE							
TRANSIT FUND	VERIZON WIRELESS	VERIZON WIRELESS	7667	9858620208	07/12/2020	MONTHLY CHARGES	122.48
Total 14-40-415 TELEPHONE:							122.48
14-40-520 INSURANCE- VEHICLES							
TRANSIT FUND	AZ MUN RISK RETENTION POO	AZ MUN RISK RETENTION POOL	1728	40000749-070	07/06/2020	EXCESS LIBILITY 5 POLICY 7/2020-7/2	372.12
Total 14-40-520 INSURANCE- VEHICLES:							372.12
14-40-675 VEHICLE PREVENTIV MAINTENANCE							
TRANSIT FUND	CNG	CNG	2784	R177	07/12/2020	#2700 - VARIOUS REPAIRS - TRANSIT	455.00

Fund	Vendor Name	Merchant Name	Merchant V	Invoice Number	Invoice Date	Description	Net Invoice A
TRANSIT FUND	CNG	CNG	2784	R183	07/19/2020	#0695 - VARIOUS REPAIRS - TRANSIT	280.00
TRANSIT FUND	CNG	CNG	2784	R184	07/20/2020	#7006 - VARIOUS REPAIRS - TANSIT	455.00
TRANSIT FUND	CNG	CNG	2784	R185	07/20/2020	#7004 - VARIOUS REPAIRS - TRANSIT	245.00
TRANSIT FUND	CNG	CNG	2784	R191	08/02/2020	#0687 - VARIOUS REPAIRS - TRANSIT	175.00
TRANSIT FUND	GTECH GLASS & TINT INC	GTECH GLASS & TINT INC	3909	872-1026223	06/27/2020	#7006 - WINDSHIELD REPLACEMENT	250.00
Total 14-40-675 VEHICLE PREVENTIV MAINTENANCE:							1,860.00
Total TRANSIT FUND:							2,354.60
CAPITAL PROJECTS FUND							
15-40-042 WHETSTONE WATER INTERCONNECT							
CAPITAL PROJECTS FUN	WESTLAND RESOURCES	WESTLAND RESOURCES	7717	132003002	05/14/2020	WHETSTONE WATER INTERCONNEC	779.00
CAPITAL PROJECTS FUN	WESTLAND RESOURCES	WESTLAND RESOURCES	7717	132003004	07/14/2020	WHETSTONE WATER INTERCONNEC	915.50
Total 15-40-042 WHETSTONE WATER INTERCONNECT:							1,694.50
15-40-050 WW WHETSTONE FORCE MAIN							
CAPITAL PROJECTS FUN	WESTLAND RESOURCES	WESTLAND RESOURCES	7717	132004004	07/14/2020	WHETSTONE WWTP TO BENSON SE	751.50
Total 15-40-050 WW WHETSTONE FORCE MAIN:							751.50
15-40-066 WW SCADA UPGRADE							
CAPITAL PROJECTS FUN	PRIME CONTROLS, LP	PRIME CONTROLS, LP	6008	16224	07/13/2020	SCADA UPGRADE - WWTP	29,973.60
Total 15-40-066 WW SCADA UPGRADE:							29,973.60
15-40-119 GOLF COURSE IMPROVEMENTS							
CAPITAL PROJECTS FUN	BENSON ACE HARDWARE	BENSON ACE HARDWARE	1950	073120	07/31/2020	SUPPLIES	39.03
CAPITAL PROJECTS FUN	BENSON LUMBER & SUPPLY LL	BENSON LUMBER & SUPPLY LLC	2071	071520	07/15/2020	SUPPLIES	21.57
Total 15-40-119 GOLF COURSE IMPROVEMENTS:							60.60
15-40-120 Modular Structure Relocation							
CAPITAL PROJECTS FUN	CNG	CNG	2784	R182	07/15/2020	CAT LOADER RENTAL- GREASED MA	175.00
CAPITAL PROJECTS FUN	SULPHUR SPRINGS VALLEY EL	SULPHUR SPRINGS VALLEY ELEC	6972	11572	07/20/2020	MODULAR STRUCTURE RELOCATION	5,137.24
CAPITAL PROJECTS FUN	TEAM MODUL LLC	TEAM MODUL LLC	7020	072820A	07/28/2020	2ND HALF TO RELOCATE BLDG	19,000.00
Total 15-40-120 Modular Structure Relocation:							24,312.24

Fund	Vendor Name	Merchant Name	Merchant V	Invoice Number	Invoice Date	Description	Net Invoice A
Total CAPITAL PROJECTS FUND:							56,792.44
STREET FUND							
20-40-415 TELEPHONE							
STREET FUND	VERIZON BUSINESS	VERIZON BUSINESS	5211	05786718	06/25/2020	LONG DISTANCE SERVICE	5.33
STREET FUND	VERIZON BUSINESS	VERIZON BUSINESS	5211	05910077	07/25/2020	LONG DISTANCE SERVICE	5.61
STREET FUND	VERIZON WIRELESS	VERIZON WIRELESS	7667	9858620208	07/12/2020	MONTHLY CHARGES	137.06
Total 20-40-415 TELEPHONE:							148.00
20-40-430 REPAIRS & MAINTENANCE-EQUIP							
STREET FUND	CNG	CNG	2784	R192	08/02/2020	FIXED WALK BEHIND MOWER - STRE	75.00
Total 20-40-430 REPAIRS & MAINTENANCE-EQUIP:							75.00
20-40-520 INSURANCE							
STREET FUND	AZ MUN RISK RETENTION POO	AZ MUN RISK RETENTION POOL	1728	40000749-070	07/06/2020	EXCESS LIBILITY 5 POLICY 7/2020-7/2	372.12
Total 20-40-520 INSURANCE:							372.12
20-40-640 MATERIALS & SUPPLIES							
STREET FUND	BENSON ACE HARDWARE	BENSON ACE HARDWARE	1950	073120	07/31/2020	SUPPLIES	110.36
Total 20-40-640 MATERIALS & SUPPLIES:							110.36
20-40-660 VEHICLE FUEL & OIL							
STREET FUND	SENERGY PETROLEUM	SENERGY PETROLEUM	6564	655267	07/20/2020	DIESEL	104.91
Total 20-40-660 VEHICLE FUEL & OIL:							104.91
20-40-670 VEHICLE MAINTENANCE & REPAIRS							
STREET FUND	CNG	CNG	2784	R179	07/13/2020	#2701 - COMPLETE SERVICE, ANNUA	420.00
STREET FUND	FACTORY MOTOR PARTS CO	FACTORY MOTOR PARTS CO	3682	070120	07/01/2020	PARTS	88.29
STREET FUND	FACTORY MOTOR PARTS CO	FACTORY MOTOR PARTS CO	3682	070120	07/01/2020	PARTS	519.77
STREET FUND	FACTORY MOTOR PARTS CO	FACTORY MOTOR PARTS CO	3682	070120	07/01/2020	PARTS	519.32
STREET FUND	O'REILLY AUTOMOTIVE INC	O'REILLY AUTOMOTIVE INC	5661	062820	06/28/2020	PARTS	164.32
STREET FUND	O'REILLY AUTOMOTIVE INC	O'REILLY AUTOMOTIVE INC	5661	062820	06/28/2020	PARTS	28.81
Total 20-40-670 VEHICLE MAINTENANCE & REPAIRS:							1,740.51

Fund	Vendor Name	Merchant Name	Merchant V	Invoice Number	Invoice Date	Description	Net Invoice A
Total STREET FUND:							2,550.90
GAS FUND							
50-22900 METER DEPOSITS - GAS							
GAS FUND	SEAN M RICHARDS	SEAN M RICHARDS	12682	072120	07/21/2020	REFUND GAS DEPOSIT	130.66
Total 50-22900 METER DEPOSITS - GAS:							130.66
50-40-415 TELEPHONE							
GAS FUND	VERIZON BUSINESS	VERIZON BUSINESS	5211	05786718	06/25/2020	LONG DISTANCE SERVICE	5.32
GAS FUND	VERIZON BUSINESS	VERIZON BUSINESS	5211	05910077	07/25/2020	LONG DISTANCE SERVICE	5.62
GAS FUND	VERIZON WIRELESS	VERIZON WIRELESS	7667	9858620208	07/12/2020	MONTHLY CHARGES	159.95
Total 50-40-415 TELEPHONE:							170.89
50-40-430 REPAIRS & MAINTENANCE							
GAS FUND	GRAINGER	GRAINGER	4085	9592074489	07/16/2020	WALL MOUNT - SHOP	30.34
GAS FUND	GRAINGER	GRAINGER	4085	9592074497	07/16/2020	AIR CONDITIONER - SHOP	243.38
Total 50-40-430 REPAIRS & MAINTENANCE:							273.72
50-40-520 INSURANCE							
GAS FUND	AZ MUN RISK RETENTION POO	AZ MUN RISK RETENTION POOL	1728	40000749-070	07/06/2020	EXCESS LIBILITY 5 POLICY 7/2020-7/2	1,550.50
Total 50-40-520 INSURANCE:							1,550.50
50-40-640 OPERATING SUPPLIES							
GAS FUND	ACCUMULATED AIR TECNOLO	ACCUMULATED AIR TECHNOLOGIES LLC	1041	200702A	07/02/2020	PARTS FOR EAGLE - GAS	1,254.09
GAS FUND	BENSON ACE HARDWARE	BENSON ACE HARDWARE	1950	073120	07/31/2020	SUPPLIES	481.33
GAS FUND	BENSON ACE HARDWARE	BENSON ACE HARDWARE	1950	073120	07/31/2020	SUPPLIES	20.80
GAS FUND	BENSON ACE HARDWARE	BENSON ACE HARDWARE	1950	073120	07/31/2020	SUPPLIES	10.95
GAS FUND	BENSON LUMBER & SUPPLY LL	BENSON LUMBER & SUPPLY LLC	2071	071520	07/15/2020	SUPPLIES	113.29
Total 50-40-640 OPERATING SUPPLIES:							1,880.46
50-40-660 VEHICLE FUEL & OIL							
GAS FUND	SENERGY PETROLEUM	SENERGY PETROLEUM	6564	655267	07/20/2020	DIESEL - PW	104.92
Total 50-40-660 VEHICLE FUEL & OIL:							104.92

Fund	Vendor Name	Merchant Name	Merchant V	Invoice Number	Invoice Date	Description	Net Invoice A
50-40-670 VEHICLE REPAIRS & MAINT							
GAS FUND	CNG	CNG	2784	R178	07/12/2020	#132 - REPAIRS TO DOOR AND WIND	280.00
GAS FUND	CNG	CNG	2784	R187	07/24/2020	#133 - FIXED WINDOW ON CALL TRU	35.00
GAS FUND	CNG	CNG	2784	R188	07/25/2020	#130 - VARIOUS REPAIRS - METER R	227.50
GAS FUND	FACTORY MOTOR PARTS CO	FACTORY MOTOR PARTS CO	3682	070120	07/01/2020	PARTS	88.29
GAS FUND	FACTORY MOTOR PARTS CO	FACTORY MOTOR PARTS CO	3682	070120	07/01/2020	PARTS	74.27
GAS FUND	O'REILLY AUTOMOTIVE INC	O'REILLY AUTOMOTIVE INC	5661	062820	06/28/2020	PARTS	83.01
GAS FUND	WATSON CHEVROLET	WATSON CHEVROLET	7696	941588CVW	07/09/2020	PARTS - ON CALL TRUCK	38.08
Total 50-40-670 VEHICLE REPAIRS & MAINT:							826.15
Total GAS FUND:							4,937.30
WATER FUND							
51-12500 ACCOUNTS RECEIVABLE							
WATER FUND	CM AQUISITIONS LLC	CM AQUISITIONS LLC	12093	080620	08/06/2020	REFUND CREDIT BALANCE	56.61
Total 51-12500 ACCOUNTS RECEIVABLE:							56.61
51-22900 METER DEPOSITS - WATER							
WATER FUND	CNR TRUCKING AND CATTLE C	CNR TRUCKING AND CATTLE COMPANY	12680	072120	07/21/2020	REFUND HYD METER DEPOSIT	654.05
WATER FUND	DENNIS OR CAROLINA SHERRI	DENNIS OR CAROLINA SHERRILL	12683	072720	07/27/2020	REFUND WATER DEPOSIT	35.08
WATER FUND	MICHAEL HOLBEY	MICHAEL HOLBEY	12681	072020	07/20/2020	REFUND HYD METER DEPOSIT	592.06
Total 51-22900 METER DEPOSITS - WATER:							1,281.19
51-40-415 TELEPHONE							
WATER FUND	VERIZON BUSINESS	VERIZON BUSINESS	5211	05786718	06/25/2020	LONG DISTANCE SERVICE	5.33
WATER FUND	VERIZON BUSINESS	VERIZON BUSINESS	5211	05910077	07/25/2020	LONG DISTANCE SERVICE	5.62
WATER FUND	VERIZON WIRELESS	VERIZON WIRELESS	7667	9858620208	07/12/2020	MONTHLY CHARGES	159.95
Total 51-40-415 TELEPHONE:							170.90
51-40-430 REPAIRS & MAINTENANCE							
WATER FUND	GRAINGER	GRAINGER	4085	9592074489	07/16/2020	WALL MOUNT - SHOP	30.35
WATER FUND	GRAINGER	GRAINGER	4085	9592074497	07/16/2020	AIR CONDITIONER - SHOP	243.37
WATER FUND	R&R ELECTRIC, LLC	R&R ELECTRIC, LLC	6115	16224	07/16/2020	REPAIRS - JANELLA WELL	371.10
Total 51-40-430 REPAIRS & MAINTENANCE:							644.82

Fund	Vendor Name	Merchant Name	Merchant V	Invoice Number	Invoice Date	Description	Net Invoice A
51-40-520 INSURANCE							
WATER FUND	AZ MUN RISK RETENTION POO	AZ MUN RISK RETENTION POOL	1728	40000749-070	07/06/2020	EXCESS LIBILITY 5 POLICY 7/2020-7/2	310.10
Total 51-40-520 INSURANCE:							310.10
51-40-640 OTHER OPERATING COSTS							
WATER FUND	BENSON ACE HARDWARE	BENSON ACE HARDWARE	1950	073120	07/31/2020	SUPPLIES	174.12
WATER FUND	BENSON ACE HARDWARE	BENSON ACE HARDWARE	1950	073120	07/31/2020	SUPPLIES	20.80
WATER FUND	BENSON ACE HARDWARE	BENSON ACE HARDWARE	1950	073120	07/31/2020	SUPPLIES	10.95
WATER FUND	FACTORY MOTOR PARTS CO	FACTORY MOTOR PARTS CO	3682	070120	07/01/2020	PARTS	23.84
Total 51-40-640 OTHER OPERATING COSTS:							229.71
51-40-660 FUEL & OIL							
WATER FUND	SENERGY PETROLEUM	SENERGY PETROLEUM	6564	655267	07/20/2020	DIESEL	104.91
Total 51-40-660 FUEL & OIL:							104.91
51-40-670 VEHICLE REPAIRS & MAINT							
WATER FUND	CNG	CNG	2784	R180	07/14/2020	#134 - REPAIRS TO HEAD LIGHTS - W	105.00
WATER FUND	CNG	CNG	2784	R181	07/14/2020	CAT 430D BACKHOE - REPLACED BA	245.00
WATER FUND	CNG	CNG	2784	R187	07/24/2020	#133 - FIXED WINDOW ON CALL TRU	35.00
WATER FUND	CNG	CNG	2784	R188	07/25/2020	#130 - VARIOUS REPAIRS - METER R	227.50
WATER FUND	CNG	CNG	2784	R189	07/23/2020	REPLACED TOGGLE SWITCH - WATE	35.00
WATER FUND	FACTORY MOTOR PARTS CO	FACTORY MOTOR PARTS CO	3682	070120	07/01/2020	PARTS	88.29
WATER FUND	FACTORY MOTOR PARTS CO	FACTORY MOTOR PARTS CO	3682	070120	07/01/2020	PARTS	11.57
WATER FUND	O'REILLY AUTOMOTIVE INC	O'REILLY AUTOMOTIVE INC	5661	062820	06/28/2020	PARTS	83.01
WATER FUND	WATSON CHEVROLET	WATSON CHEVROLET	7696	941588CVW	07/09/2020	PARTS ON CALL TRUCK	38.08
Total 51-40-670 VEHICLE REPAIRS & MAINT:							868.45
Total WATER FUND:							3,666.69
WASTEWATER FUND							
52-40-415 TELEPHONE							
WASTEWATER FUND	VERIZON WIRELESS	VERIZON WIRELESS	7667	9858620208	07/12/2020	MONTHLY CHARGES	159.95
Total 52-40-415 TELEPHONE:							159.95

Fund	Vendor Name	Merchant Name	Merchant V	Invoice Number	Invoice Date	Description	Net Invoice A
52-40-430 REPAIRS & MAINTENANCE							
WASTEWATER FUND	BJ DRILLING COMPANY, INC.	BJ DRILLING COMPANY, INC.	7448	8916	07/20/2020	CHLORINE DOSING PUMP/KIT - WWT	2,923.08
WASTEWATER FUND	GRAINGER	GRAINGER	4085	9592074489	07/16/2020	WALL MOUNT - SHOP	30.35
WASTEWATER FUND	GRAINGER	GRAINGER	4085	9592074497	07/16/2020	AIR CONDITIONER - SHOP	243.37
WASTEWATER FUND	R&R ELECTRIC, LLC	R&R ELECTRIC, LLC	6115	16222	07/16/2020	REPAIRS - WWTP	321.87
Total 52-40-430 REPAIRS & MAINTENANCE:							3,518.67
52-40-520 INSURANCE							
WASTEWATER FUND	AZ MUN RISK RETENTION POO	AZ MUN RISK RETENTION POOL	1728	40000749-070	07/06/2020	EXCESS LIBILITY 5 POLICY 7/2020-7/2	930.30
Total 52-40-520 INSURANCE:							930.30
52-40-640 OPERATING SUPPLIES							
WASTEWATER FUND	BENSON ACE HARDWARE	BENSON ACE HARDWARE	1950	073120	07/31/2020	SUPPLIES	10.94
WASTEWATER FUND	BENSON ACE HARDWARE	BENSON ACE HARDWARE	1950	073120	07/31/2020	SUPPLIES	766.54
WASTEWATER FUND	BENSON LUMBER & SUPPLY LL	BENSON LUMBER & SUPPLY LLC	2071	071520	07/15/2020	SUPPLIES	39.53
WASTEWATER FUND	OSCAR GOMEZ	OSCAR GOMEZ	12685	072320	07/23/2020	STEEL TABLE - WWTP	300.00
WASTEWATER FUND	USA BLUEBOOK	USA BLUEBOOK	7536	294001	07/13/2020	FILTER, TUBING - WWTP #71229	377.26
WASTEWATER FUND	USA BLUEBOOK	USA BLUEBOOK	7536	294994	07/14/2020	GLOVES - WWTP	127.92
WASTEWATER FUND	USA BLUEBOOK	USA BLUEBOOK	7536	296922	07/15/2020	GLOVES - WWTP	40.63
WASTEWATER FUND	USA BLUEBOOK	USA BLUEBOOK	7536	307507	07/24/2020	GLOVES - WWTP	31.09
Total 52-40-640 OPERATING SUPPLIES:							1,693.91
52-40-660 FUEL & OIL							
WASTEWATER FUND	SENERGY PETROLEUM	SENERGY PETROLEUM	6564	655267	07/20/2020	DIESEL	104.91
Total 52-40-660 FUEL & OIL:							104.91
52-40-670 VEHICLE REPAIRS & MAINT							
WASTEWATER FUND	CNG	CNG	2784	R187	07/24/2020	#133 - FIXED WINDOW ON CALL TRU	35.00
WASTEWATER FUND	CNG	CNG	2784	R190	08/01/2020	INT'L SEMI - WW - VARIOUS REPAIRS	350.00
WASTEWATER FUND	FACTORY MOTOR PARTS CO	FACTORY MOTOR PARTS CO	3682	070120	07/01/2020	PARTS	88.29
WASTEWATER FUND	O'REILLY AUTOMOTIVE INC	O'REILLY AUTOMOTIVE INC	5661	062820	06/28/2020	PARTS	83.01
WASTEWATER FUND	WATSON CHEVROLET	WATSON CHEVROLET	7696	941588CVW	07/09/2020	PARTS - ON CALL TRUCK	38.09
Total 52-40-670 VEHICLE REPAIRS & MAINT:							594.39

Fund	Vendor Name	Merchant Name	Merchant V	Invoice Number	Invoice Date	Description	Net Invoice A
Total WASTEWATER FUND:							7,002.13
SAN PEDRO GOLF COURSE							
55-40-310 INVENTORY- PRO SHOP							
SAN PEDRO GOLF COUR	EPOCH EYEWARE	EPOCH EYEWARE	3629	SO-118933-1 A	06/19/2020	EYEWEAR - INVENTORY - GC OPS - R	194.30
Total 55-40-310 INVENTORY- PRO SHOP:							194.30
55-40-415 TELEPHONE							
SAN PEDRO GOLF COUR	VERIZON WIRELESS	VERIZON WIRELESS	7667	9858620208	07/12/2020	MONTHLY CHARGES	80.02
Total 55-40-415 TELEPHONE:							80.02
55-40-520 INSURANCE							
SAN PEDRO GOLF COUR	AZ MUN RISK RETENTION POO	AZ MUN RISK RETENTION POOL	1728	40000749-070	07/06/2020	EXCESS LIBILITY 5 POLICY 7/2020-7/2	248.08
Total 55-40-520 INSURANCE:							248.08
55-40-670 REPAIRS & MAINT- GOLF CARTS							
SAN PEDRO GOLF COUR	FACTORY MOTOR PARTS CO	FACTORY MOTOR PARTS CO	3682	070120	07/01/2020	PARTS	6.22
Total 55-40-670 REPAIRS & MAINT- GOLF CARTS:							6.22
55-50-430 REPAIRS & MAINT- IRRIGATION							
SAN PEDRO GOLF COUR	BENSON ACE HARDWARE	BENSON ACE HARDWARE	1950	073120	07/31/2020	SUPPLIES	117.68
Total 55-50-430 REPAIRS & MAINT- IRRIGATION:							117.68
55-50-470 UNIFORMS							
SAN PEDRO GOLF COUR	CINTAS CORP. LOC. 445	CINTAS CORP. LOC. 445	2739	4056879238	07/24/2020	UNIFORMS - GC MAINT	13.96
SAN PEDRO GOLF COUR	CINTAS CORP. LOC. 445	CINTAS CORP. LOC. 445	2739	4056879316	07/24/2020	UNIFORMS - GC MAINT	16.26
SAN PEDRO GOLF COUR	CINTAS CORP. LOC. 445	CINTAS CORP. LOC. 445	2739	4057510477	07/31/2020	UNIFORMS - GC MAINT	13.96
SAN PEDRO GOLF COUR	CINTAS CORP. LOC. 445	CINTAS CORP. LOC. 445	2739	4057510534	07/31/2020	UNIFORMS - GC MAINT	16.26
Total 55-50-470 UNIFORMS:							60.44
55-50-600 GOLF COURSE SUPPLIES							
SAN PEDRO GOLF COUR	BENSON ACE HARDWARE	BENSON ACE HARDWARE	1950	073120	07/31/2020	SUPPLIES	372.86
SAN PEDRO GOLF COUR	BENSON LUMBER & SUPPLY LL	BENSON LUMBER & SUPPLY LLC	2071	071520	07/15/2020	SUPPLIES	26.94
SAN PEDRO GOLF COUR	CINTAS CORP. LOC. 445	CINTAS CORP. LOC. 445	2739	4056879238	07/24/2020	SHOP TOWELS - GC MAINT	.48

Fund	Vendor Name	Merchant Name	Merchant V	Invoice Number	Invoice Date	Description	Net Invoice A
SAN PEDRO GOLF COUR	CINTAS CORP. LOC. 445	CINTAS CORP. LOC. 445		2739 4056879316	07/24/2020	SHOP TOWELS, TOWELS, AIR FRESH	61.73
SAN PEDRO GOLF COUR	CINTAS CORP. LOC. 445	CINTAS CORP. LOC. 445		2739 4057510477	07/31/2020	SHOP TOWELS, AIR FRESHNER - GC	.48
SAN PEDRO GOLF COUR	CINTAS CORP. LOC. 445	CINTAS CORP. LOC. 445		2739 4057510534	07/31/2020	SHOP TOWELS, AIR FRESHNER - GC	18.38
Total 55-50-600 GOLF COURSE SUPPLIES:							480.87
55-50-640 OTHER OPERATING COSTS							
SAN PEDRO GOLF COUR	BENSON ACE HARDWARE	BENSON ACE HARDWARE		1950 073120	07/31/2020	SUPPLIES	114.47
Total 55-50-640 OTHER OPERATING COSTS:							114.47
55-50-660 FUEL & OIL							
SAN PEDRO GOLF COUR	FACTORY MOTOR PARTS CO	FACTORY MOTOR PARTS CO		3682 131-065704	07/14/2020	FLUIDS - GC MAINT	56.73
Total 55-50-660 FUEL & OIL:							56.73
55-50-670 REPAIRS & MAINT- EQUIPMENT							
SAN PEDRO GOLF COUR	FACTORY MOTOR PARTS CO	FACTORY MOTOR PARTS CO		3682 063020	06/30/2020	PARTS - GC MAINT	502.23
SAN PEDRO GOLF COUR	FACTORY MOTOR PARTS CO	FACTORY MOTOR PARTS CO		3682 070120	07/01/2020	PARTS	523.93
SAN PEDRO GOLF COUR	FACTORY MOTOR PARTS CO	FACTORY MOTOR PARTS CO		3682 131-06598	07/01/2020	FUEL FILTER - GC MAINT	16.59
SAN PEDRO GOLF COUR	O'REILLY AUTOMOTIVE INC	O'REILLY AUTOMOTIVE INC		5661 062820	06/28/2020	PARTS	125.38
Total 55-50-670 REPAIRS & MAINT- EQUIPMENT:							1,168.13
55-60-310 FOOD COST							
SAN PEDRO GOLF COUR	MERIT FOODS OF ARIZONA	MERIT FOODS OF ARIZONA		5224 484676A	07/24/2020	FOOD - GRILLE	448.03
SAN PEDRO GOLF COUR	MERIT FOODS OF ARIZONA	MERIT FOODS OF ARIZONA		5224 485344A	07/29/2020	FOOD - GRILLE	610.84
SAN PEDRO GOLF COUR	US FOODS	US FOODS		7402 5781490	07/26/2020	FOOD - GRILLE	384.95
SAN PEDRO GOLF COUR	US FOODS	US FOODS		7402 5884629	08/02/2020	FOOD - GRILLE	523.29
Total 55-60-310 FOOD COST:							1,967.11
55-60-315 BEER COSTS							
SAN PEDRO GOLF COUR	SOUTHERN ARIZONA DISTRIB	SOUTHERN ARIZONA DISTRIB		6756 481730	07/24/2020	BEER COSTS - GRILLE	520.65
SAN PEDRO GOLF COUR	SOUTHERN ARIZONA DISTRIB	SOUTHERN ARIZONA DISTRIB		6756 482477	07/31/2020	BEER COSTS - GRILLE	551.15
Total 55-60-315 BEER COSTS:							1,071.80
55-60-430 REPAIRS & MAINTENANCE							
SAN PEDRO GOLF COUR	EAGLE PLUMBING	EAGLE PLUMBING		3490 3868	07/08/2020	INSPECT BELLY IN PIPE - GRILLE	228.00

Fund	Vendor Name	Merchant Name	Merchant V	Invoice Number	Invoice Date	Description	Net Invoice A
Total 55-60-430 REPAIRS & MAINTENANCE:							228.00
55-60-440 RENTALS							
SAN PEDRO GOLF COUR	AMERIPRIDE SERVICES INC	AMERIPRIDE SERVICES INC	1216	1701015937	07/29/2020	LINENS - GRILLE	65.12
SAN PEDRO GOLF COUR	CINTAS CORP. LOC. 445	CINTAS CORP. LOC. 445	2739	405510441	07/31/2020	TERRY TOWELS, APRONS, PAPER TO	90.35
SAN PEDRO GOLF COUR	CINTAS CORP. LOC. 445	CINTAS CORP. LOC. 445	2739	4056879285	07/24/2020	TERRY TOWELS, APRONS, TP - GRILL	90.35
Total 55-60-440 RENTALS:							245.82
55-60-603 KITCHEN SUPPLIES							
SAN PEDRO GOLF COUR	MERIT FOODS OF ARIZONA	MERIT FOODS OF ARIZONA	5224	485344A	07/29/2020	KITCHEN SUPPLIES	14.42
SAN PEDRO GOLF COUR	US FOODS	US FOODS	7402	5781490	07/26/2020	GLOVE, DISPOSALS	101.75
SAN PEDRO GOLF COUR	US FOODS	US FOODS	7402	5884629	08/02/2020	DEGREASER	46.96
Total 55-60-603 KITCHEN SUPPLIES:							163.13
55-60-605 RESTAURANT SUPPLIES							
SAN PEDRO GOLF COUR	US FOODS	US FOODS	7402	5884629	08/02/2020	NAPKINS & STRAWS	70.68
Total 55-60-605 RESTAURANT SUPPLIES:							70.68
Total SAN PEDRO GOLF COURSE:							6,273.48
AIRPORT							
56-40-300 PROFESSIONAL SERVICES							
AIRPORT	DAVID THOMPSON	DAVID THOMPSON	11367	45	08/01/2020	AIRPORT COORDINATOR	2,111.00
Total 56-40-300 PROFESSIONAL SERVICES:							2,111.00
56-40-520 INSURANCE							
AIRPORT	AZ MUN RISK RETENTION POO	AZ MUN RISK RETENTION POOL	1728	40000749-070	07/06/2020	EXCESS LIBILITY 5 POLICY 7/2020-7/2	496.16
Total 56-40-520 INSURANCE:							496.16
Total AIRPORT:							2,607.16
FIREMEN'S PENSION FUND							
70-40-660 PENSION PAYMENTS							
FIREMEN'S PENSION FU	BRANDT, WILLIAM	BRANDT, WILLIAM	7790	59	08/01/2020	FIRE PENSION PAYMENT	100.00

Fund	Vendor Name	Merchant Name	Merchant V	Invoice Number	Invoice Date	Description	Net Invoice A
FIREMEN'S PENSION FU	FOSTER, DARRELL	FOSTER, DARRELL	3240	60	08/01/2020	Pension Payment	100.00
FIREMEN'S PENSION FU	GEOFFREY MCGOFFIN	GEOFFREY MCGOFFIN	3975	153	08/15/2020	FIREMEN'S PENSION	100.00
FIREMEN'S PENSION FU	JAMES HANSEN JR.	JAMES HANSEN JR.	7895	153	08/15/2020	FIREMEN'S PENSION	100.00
FIREMEN'S PENSION FU	JERRY FINK	JERRY FINK	4505	163	08/15/2020	FIREMEN'S PENSION	100.00
FIREMEN'S PENSION FU	JOHNSON II, RAY	JOHNSON II, RAY	6144	150	08/15/2020	FIREPENSION	100.00
FIREMEN'S PENSION FU	MALDONADO, ANICLETO D	MALDONADO, ANICLETO D	5551	92	08/15/2020	FIREMEN'S PENSION	100.00
FIREMEN'S PENSION FU	MONTROY, MIKE	MONTROY, MIKE	5386	23	08/15/2020	FIRE PENSION PAYMENT	100.00
FIREMEN'S PENSION FU	NAPIER, LARRY	NAPIER, LARRY	4840	136	08/15/2020	FIREMEN'S PENSION	100.00
FIREMEN'S PENSION FU	RODRIGUEZ, JOE	RODRIGUEZ, JOE	4573	66	08/01/2020	FIREMEN'S PENSION	100.00
FIREMEN'S PENSION FU	ROTHERMICH, JOE	ROTHERMICH, JOE	8914	153	08/15/2020	FIREMEN'S PENSION	100.00
FIREMEN'S PENSION FU	TEAGUE, PATRICK	TEAGUE, PATRICK	5786	49	08/01/2020	FIRE PENSION PAYMENT	100.00
FIREMEN'S PENSION FU	THELANDER, JAMES	THELANDER, JAMES	8907	153	08/15/2020	FIREMEN'S PENSION	100.00
FIREMEN'S PENSION FU	TRUJILLO, FRED	TRUJILLO, FRED	7312	32	08/15/2020	FIRE PENSION	100.00
Total 70-40-660 PENSION PAYMENTS:							1,400.00
Total FIREMEN'S PENSION FUND:							1,400.00
Grand Totals:							<u>123,468.6</u>

Report Criteria:

Invoices with totals above \$0.00 included.

Only paid invoices included.

City of Benson City Council Communication

Regular Meeting

August 24, 2020



To: Mayor and Council

Consent Agenda Item # 1b

From: Vicki Vivian, CMC, City Manager/City Clerk

Subject:

Job Description for a Finance Manager

Discussion:

The position of the Finance Director has seen quite a bit of turnover in recent years and the City has not been successful in recruiting an experienced Finance Director. I am now recommending the creation of a Finance Manager position. This position will work closely with our Financial Consultant, acquiring the knowledge and experience to be qualified to serve as a Finance Director. At such time, the decision could be made to open the position of the Finance Director and it would be treated as any other employment opportunity, advertising both internally and externally.

For the position of the Finance Manager, I am recommending a salary grade of 50 (in comparison to the Finance Director's salary grade of 58). The job description is currently under legal review, but in speaking with the attorney who is reviewing it, the proposed job description should be available over the weekend. I will forward it to Council, and it will be available as part of the Council packet on Monday.

Should the job description be approved, the recruitment process will be started immediately.

Staff Recommendation:

Approval of the job description for a Finance Manager

City of Benson City Council Communication



Regular Meeting

August 24, 2020

To: Mayor and Council

Agenda Item # 2

From: Vicki Vivian, CMC, City Manager/City Clerk

Subject:

Discussion and possible action to approve the AZCares Fund Program grant agreement with the State of Arizona, Office of the Governor, Grant Number ERMT-EP-21-010, Award Amount \$3,523.07, and authorize the Mayor, City Manager, and City Attorney to take all actions necessary to accept grant funds and administer the grant

Discussion:

As you know a public health emergency has been declared by the World Health Organization and the United States Department of Health and Human Services. The World Health Organization then officially declared a pandemic due to COVID-19. In Arizona, Governor Ducey declared a State of Emergency and at the national level, President Donald J. Trump proclaimed that the COVID-19 outbreak in the United States constitutes a national emergency. Here in Benson, Mayor King declared a state of emergency within the City and issued an emergency proclamation on March 20, 2020.

In accordance with Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act 42 U.S.C. §§ 5121-5207 ("Disaster Relief Act"), eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of public health officials may be reimbursed (at a rate of 75% of eligible expenses) under Category B of the Department of Homeland Security's Federal Emergency Management Agency's ("FEMA's") Public Assistance Program ("Public Assistance").

As part of the CARES Act and the allocation to the State of Arizona, the Governor's office established an Express Pay Program funded with \$150 million. This program expedites those payments from FEMA's Public Assistance Program. The state works with cities, towns and counties and other qualifying entities to review applications before they are submitted. They then assess the application and pay a portion to the applying entity. They believe the payment will be made within 7 days after they submit our application. The state will then wait on the FEMA reimbursement, which will help cities and others who don't have the ability to wait for reimbursements that (coming directly from FEMA) may take longer to get. Then the state will be reimbursed the \$150 million for this program.

The City established internal tracking to record monthly activities and costs associated with the COVID-19 response efforts and Staff has filed several applications for reimbursements. After working with state officials, I was notified of the first successful application and the award of the reimbursement. The next step is to have the Council take action on the required agreement and if approved, Staff will submit the agreement and await the distribution of funds.

Staff Recommendation:

Approval of the AZCares Fund Program grant agreement with the State of Arizona, Office of the Governor, Grant Number ERMT-EP-21-010, Award Amount \$3,523.07, and authorize the Mayor, City Manager, and City Attorney to take all actions necessary to accept the grant

State of Arizona
Governor's Office
Arizona Express Pay Program

ERMT Grant Number: ERMT-EP-21-010

Award Amount: \$3,523.07

Grant Agreement Terms and Conditions

This Grant Agreement ("Agreement") is between the City of Benson ("Grantee") and the State of Arizona, acting through the Governor's Office, its successors and assigns ("Grantor"), (sometimes, individually, a "Party," or collectively, "Parties").

I. Purpose

Expedited distribution, of federal dollars from The U.S. Department of the Treasury's Coronavirus Relief Fund (CRF), Catalog of Federal Domestic Assistance (CFDA) number 21.019, as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, to eligible Arizona applicants of the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.

II. Term, Effective Date, and Termination

The Agreement commences when this grant agreement is signed by your organization. The Agreement project period is March 1, 2020 through December 30, 2020. The Agreement expires at the end of the award term. The Agreement shall not bind nor purport to bind the Grantor for any commitment in excess of the original Agreement award term or amount.

In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.

III. Renewal and Amendments

This Agreement is issued under the authority of the authorized Grantor representative who signed this Agreement. The Grantor shall have the right, at its sole and unfettered discretion, whether or not to extend this Agreement. If so, the parties must execute a written amendment or a new Agreement. Also, consideration for renewal will be based on results of program and fiscal monitoring.

The Agreement may be modified only through an Agreement Amendment within the scope of the Agreement. Any changes to the Agreement by a person who is not specifically authorized by the Grantor representative in writing or made unilaterally by the Grantee are violations of the Agreement and of applicable law. Such changes, including unauthorized written Agreement Amendments shall be void and without effect, and the Grantee shall not be entitled to any claim under this Agreement based on those changes.

IV. Obligations of the Parties

Responsibilities of the Grantee:

- a. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.
- b. Grantee agrees that it will submit financial and activity reports to Grantor in a format provided by Grantor, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
- c. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the Grantor has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.

- d. Grantee understands that the Agreement may not be closed until Grantee is compliant with all requirements of the Agreement.

Responsibilities of the Grantor:

- a. The Grantor will provide payment within 5 business days once the executed grant agreement has been signed by both parties.

V. DUNS/CCR

Each successful recipient who is awarded must provide the following prior to an Agreement being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the [System for Award Management](#) (“SAM”). SAM is the Official U.S. Government system that consolidated the capabilities of Central Contractor Registration (“CCR”), Fed Reg, ORCA and EPLS. SAM registration must be maintained for the term of the Agreement. The DUNS website is located [here](#).

VI. Organizational Audit Requirements

Grantee agrees to comply with the organizational audit requirements of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from their organization’s single audit are not satisfactorily and promptly addressed. This CFR can be found [online](#), Title 2 Part 200.

Single Audit: Grantee expending \$750,000 or more of Federal funds from all sources during the organization’s fiscal year, must have an annual audit conducted in accordance with 2 CFR Part 200.

- a. If your organization is subject to the requirements of 2 CFR Part 200, then attach one copy of your organization’s most recently completed Single Audit with the Management Letter, Findings and Questioned Costs to the completed application.
- b. If your organization is not subject to the requirements of 2 CFR Part 200, submit one copy of the most recently completed audit of financial statements.
- c. If your organization does not have a recently completed audit, attach one copy of the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents.

VII. Unallowable Costs

All costs incurred prior to the project period start date and costs not consistent with the funding opportunity solicitation are not allowable under this award.

VIII. Conflicts of Interest Policy

Grantee must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:

- a. address conditions under which outside activities, relationships, or financial interests are proper or improper;
- b. provide for advance disclosure of outside activities, relationships, or financial interests to a responsible organizational official;
- c. include a process for notification and review by the responsible official of potential or actual violations of the standards; and
- d. specify the nature of penalties that may be imposed for violations.

IX. Acknowledgement of Federal Funding in Communications and Contracting

Grantee must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Grantee is required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

X. Mandatory Disclosures

Consistent with 45 CFR 75.113, Grantee must disclose in a timely manner, in writing, all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the

Grantor as stated in Section XVII.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

XI. Data Collection and Performance Measurement

Grantee must comply with the performance goals, milestones, and expected outcomes as reflected in the funding opportunity solicitation and are required to submit data via the Grantor's data-entry and reporting system, eCivis.

XII. Ad Hoc Submissions

Throughout the award term, the Grantor may determine that additional information is required beyond the standard deliverables.

XIII. Applicable law

In accordance with A.R.S. § 41-2701, *et seq.*, and Arizona Administrative Code, this Agreement shall be governed and interpreted by the laws of the State of Arizona.

XIV. Payments

Advance awards made to the Grantee are based on a complete public assistance application, which has been reviewed and recommended to the Governor's Office for payment. Payment will be made by the Arizona Department of Emergency and Military Affairs (DEMA) directly to the Grantee.

Notwithstanding any other payment provision of this Agreement, failure of the Grantee to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payment under this Agreement unless such failure arises due to causes beyond the control and without the fault or negligence of the Grantee.

XV. Notification of Program Changes

Grantee agrees to notify the Grantor in writing, thirty (30) calendar days in advance, of any changes in the program that will directly affect service delivery under the terms of the Agreement. No changes shall be implemented without the prior written approval of a formal Agreement Amendment issued by the Grantor.

XVI. Relationship of Parties

The individuals/parties performing work on behalf of Grantee, its subgrantees or its subcontractors are not employees, servants, agents, partners, or joint venturers of the grantor. The State of Arizona and the Grantor retains no control or direction over such individuals/parties or over the detail, manner, or methods of performance of their services, and they do not have the authority to supervise or control their work. The individuals/parties performing work on behalf of the Grantee, its subgrantees or its subcontractors are not entitled to receive benefits that employees of the State of Arizona are entitled to receive, including but not limited to, workers' compensation, unemployment compensation, health, vision, or dental insurance, retirement benefits, annual leave, and holiday pay.

XVII. Other

- a. Grantee shall follow all applicable laws, rules, and regulations in the performance of work in furtherance of the solicitation, application, and award.
- b. In accordance with ARS § 35-154, every payment obligation of the Grantor under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Grantor at the end of the period for which funds are available. No liability shall accrue to the Grantor in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- c. In accordance with A.R.S. § 35-214, the Grantee shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last

- financial report submitted to the Grantor. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Grantor.
- d. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - i. Any contractor or subcontractor who is contracted by a party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);
 - ii. That any breach of the warranty in paragraph “b.” above shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;
 - iii. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph “b.” above and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and
 - iv. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
 - e. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.
 - f. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
 - g. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
 - h. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.
 - i. Any change, modification, or extension of this Agreement must be submitted through the Grantor’s online grant management system, eCivis, and approved by Grantor.
 - j. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
 - k. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.
 - l. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
 - m. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
 - n. Nothing in this Agreement is intended to create any third-party beneficiary rights; and

the Grantor and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

- o. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
- p. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
- q. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
- r. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
- s. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
- t. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for the Grantor to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
- u. The parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the execution of the Agreement.

State of Arizona
Office of the Governor
Arizona Express Pay Program

Special Conditions

1. Grantee must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions." Vendor account set-up and payment information can be found at: <https://gao.az.gov>.
2. Grantee must have registration through the FEMA Grants Portal system completed.
3. Grantee must have submitted and received an approved Request for Public Assistance (RPA) from FEMA. If an approved RPA is not on file, grantee understands the total advance will be reduced by 50%, until an approved RPA is submitted.
4. Grantee agrees to work with the Arizona Department of Emergency Management and Military Affairs (DEMA) to complete the FEMA Public Assistance application and respond to request for documentation in a timely manner.
5. Grantee understands the total amount advanced under the Arizona Express Pay Program, will be up to 75% of the Federal cost share of eligible expenses presented to DEMA.
6. Grantee understands the total reimbursed amount from FEMA will be reduced by the amount advanced under the Arizona Express Pay Program.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory _____ Date _____

Printed Name and Title _____

Additional signature(s) if required by political subdivision _____ Date _____

Printed Name and Title _____ Date _____

Attest:

Clerk _____ Date _____

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Governor’s Office with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal counsel for Grantee _____ Date _____

Printed Name and Title _____

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

Appropriate A.R.S., ordinance, or charter reference _____

FOR GOVERNOR’S OFFICE:

Matthew Gress, Director _____ Date _____
State of Arizona
Governor’s Office of Strategic Planning and Budgeting

City of Benson City Council Communication

Regular Meeting

August 24, 2020



To: Mayor and Council

Agenda Item # 3

From: Bradley J. Hamilton, P.E. Director of Public Works/City Engineer
Kathe Williams, Transit Specialist

Subject:

Discussion and possible action regarding Resolution 24-2020 of the Mayor and Council of the City of Benson, Arizona, authorizing the City Manager to apply for Arizona Department of Transportation Section 5339 Funds to construct sidewalks to and from assorted bus stops

Discussion:

Staff is seeking approval and authorization from the City Council to apply for the Arizona Department of Transportation Grant for rural transit capital project(s). The grant funding will be used to construct sidewalks to and from assorted bus stops, benefitting the area residents.

At the time of printing, the grant website was not working. Staff should have a copy of the application available at the Council meeting and Ms. Williams will be available to answer any questions Council may have.

Staff Recommendation:

Approval of Resolution 24-2020

RESOLUTION 24-2020

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, AUTHORIZING THE CITY MANAGER TO APPLY FOR ARIZONA DEPARTMENT OF TRANSPORTATION FTA SECTION 5339 FUNDS TO CONSTRUCT SIDEWALKS TO AND FROM ASSORTED BUS STOPS

WHEREAS, the Arizona Department of Transportation provides funding to rural communities with a population of less than 50,000 through FTA Section 5339 program to fund capital project(s) for rural public transit systems that provide rides for elderly and disabled persons on an as-requested basis as well as Fixed Routes open to the general public on a fare basis; and

WHEREAS, the local elderly/disabled transportation and fixed route programs are currently operated by the City; and

WHEREAS, the City plans to construct sidewalks to and from assorted bus stops, provided that funding sources are available.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Benson, Arizona, that the City Manager is hereby authorized and directed to apply to the Arizona Department of Transportation for section 5339 funding to construct sidewalks to and from assorted bus stops.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, this 24th day of August, 2020.

TONEY D. KING, SR., Mayor

ATTEST:

APPROVED AS TO FORM:

VICKI L. VIVIAN, CMC, City Clerk

MESCH, CLARK & ROTHSCHILD
By GARY J. COHEN
City's Attorney

City of Benson City Council Communication



Regular Meeting

August 24, 2020

To: Mayor and Council

Agenda Item # 4

From: Bradley J. Hamilton, P.E., Public Works Director/City Engineer
Michelle Johnson, Planning Technician/GIS

Subject:

Discussion and possible action regarding an Amendment to the Final Plat for Cochise Terrace RV and Manufactured Home Park

Discussion:

The original plat for Cochise Terrace RV and MH Park was approved in 1997 with 308 lots (some RVs and some manufactured homes) and common areas that are classified by their specific use. The 3 specific uses are private streets; clubhouses and maintenance facilities; and open space and floodplain. (see attached Final Plat 1997)

The park has made "clubhouse and maintenance facilities" improvements over the years, constructing the Crow's Nest Community Center in 1999 and The Barn in 2002. Cochise Terrace now wishes to remove .9 acres from "open space and floodplain" and reclassify it as "clubhouses and maintenance facilities" to use the land as RV storage and as a materials storage yard. (see attached Amended Plat)

Cochise Terrace intends to construct an RV service station in area proposed for reclassification. The drainage study performed for the site concludes that development of this site will decrease water runoff from the current non-developed state. (see attached Drainage Study)

Entrance to this area will be via Barrel Cactus Ridge. The curb cut will meet city standards (MAG specifications), as stated on sheet 1 of the amended plat. The area will be securely fenced; as open space and drainage the land is currently unfenced and accessible.

The zoning district is not changing and remains B-2.

On August 11, 2020 the Planning and Zoning Commission voted to recommend approval of the plat amendment. (see attached draft P&Z Commission minutes)

Attachments:

1997 Final Plat
Amended Plat
Drainage Study
Draft Planning and Zoning Commission Minutes

Staff Recommendation:

Approval of the Amended Plat for Cochise Terrace to reclassify a portion of open space and drainage common area to clubhouse and maintenance facilities common area for the purpose of providing RV storage, RV maintenance and materials storage

GENERAL NOTES:

1. THE GROSS AREA OF THIS SUBDIVISION IS 54.82 ACRES.
2. THE BASIS OF BEARING FOR THIS SUBDIVISION IS THE NORTH LINE OF SECTION 13 PER AHWY DEPT. F.W. MAP NO. D-2-T-419 SHEET 5 OF 9, SAID BEARING BEING: N89°46'38"W
3. COMMON AREA USES:
COMMON AREA 'A' PRIVATE STREETS
COMMON AREA 'B' CLUB HOUSE & MAINTENANCE FACILITIES
COMMON AREA 'C' OPEN SPACES & FLOODPLAIN
4. THE EXISTING ZONING IS B-2, GENERAL BUSINESS DISTRICT.

WATER ADEQUACY:

THIS SUBDIVISION LIES WITHIN THE CITY OF BENSON AND HAS AN ASSURED WATER SUPPLY.

CERTIFICATION:

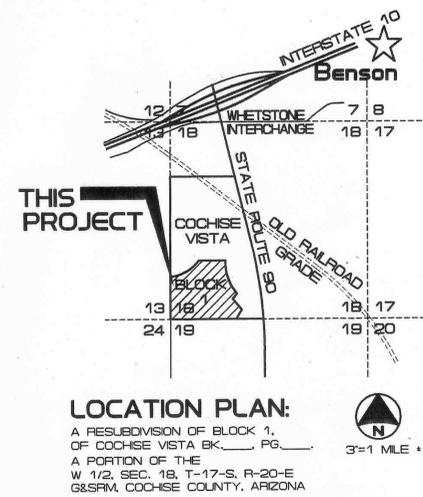
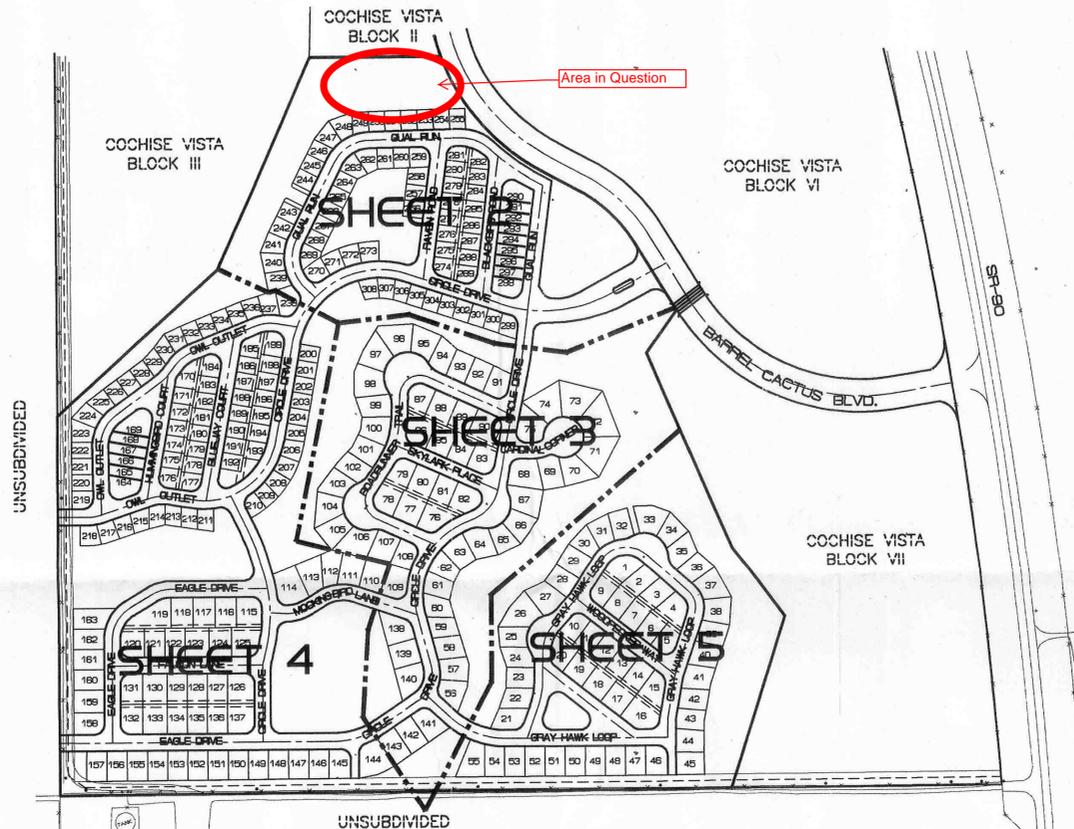
I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT ALL BOUNDARY MONUMENTS INDICATED HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN.

Lonny B. Carlson
LONNY B. CARLSON R.L.S. NO. 10046

I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION.

John D. Wood
JOHN D. WOOD, P.E. NO. 21734

Final Plat 1997



DEDICATION:

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL OF THE MANAGERS OF THE ARIZONA LIMITED LIABILITY COMPANY WHICH IS THE SOLE OWNER AND THE ONLY PARTY HAVING ANY INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON.

WE, HEREBY GRANT TO THE PUBLIC AND ALL UTILITY COMPANIES ALL EASEMENTS AS SHOWN HEREON FOR THE PURPOSES OF ACCESS FOR INSTALLATION AND MAINTENANCE OF PUBLIC SEWER AND UTILITIES AND OTHER USES AS DESIGNATED BY THIS PLAT.

COMMON AREAS, AS SHOWN HEREON ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND ARE GRANTED AS EASEMENTS TO THE PUBLIC AND ALL UTILITY COMPANIES FOR THE PURPOSES OF ACCESS, INSTALLATION AND MAINTENANCE OF UTILITIES, DRAINAGE, PRIVATE WATER AND PUBLIC SEWERS.

COCHISE TERRACE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

Arthur L. Bale
ARTHUR L. BALE, MANAGER

Patricia R. Bale
PATRICIA R. BALE, MANAGER

Walter J. Mayer
WALTER J. MAYER, MANAGER

Beverly A. Mayer
BEVERLY A. MAYER, MANAGER

Jay H. Landreth
JAY H. LANDRETH, MANAGER

Brigitte E. Landreth
BRIGITTE E. LANDRETH, MANAGER

APPROVALS:

Richard W. Hamilton
MAYOR RICHARD HAMILTON
DATE: 3-10-97

Walter Schmidt
CHAIRMAN, PLANNING AND ZONING COMMISSION
WALTER SCHMIDT
DATE: 3-10-97

Doris Humphery
CITY CLERK
DORIS HUMPHERY
DATE: 3-10-97

RECORDING:

STATE OF ARIZONA)
COUNTY OF COCHISE) SS
NO: _____
FEE: 970306133

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF PRESIDIO ENGINEERING, INC., ON THIS 11th DAY OF MARCH, 1997, IN BOOK 13 OF MAPS AND PLATS AT PAGE 91-91F THEREFORE AT _____

COCHISE COUNTY RECORDER
BY: *Cristine Rhodes*
COCHISE COUNTY RECORDER



PROJECT LAYOUT



SHEET INDEX:

- SHEET 1 COVER SHEET
- SHEET 2 PLAN SHEET
- SHEET 3 PLAN SHEET
- SHEET 4 PLAN SHEET
- SHEET 5 PLAN SHEET
- SHEET 6 GEOMETRIC CONTROL
- SHEET 7 PROJECT BOUNDARY AND LOT AREAS

LEGEND:

- INDICATES FOUND 1/2" IRON PIN TAGGED L.S. 13178 UNLESS NOTED OTHERWISE.
- INDICATES 1/2" IRON PIN TAGGED BY AN R.L.S. TO BE SET UPON COMPLETION OF CONSTRUCTION.
- INDICATES BRASS CAPPED SURVEY MONUMENT FOUND STAMPED AS INDICATED.
- INDICATES BRASS CAPPED SURVEY MONUMENT TO BE SET BY AN R.L.S. UPON COMPLETION OF CONSTRUCTION.
- C12 INDICATES CURVE NUMBER.
- L13 INDICATES LINE SEGMENT NUMBER.
- INDICATES SECTION LINE.
- INDICATES SUBDIVISION BOUNDARY.
- INDICATES EASEMENT LINE.
- INDICATES RIGHT-OF-WAY LINE ALONG BARREL CACTUS BLVD.
- INDICATES 100 YEAR FLOOD PRONE LIMITS.
- ① INDICATES 7.5' SLOPE & PUBLIC UTILITY & PRIVATE WATER EASEMENT.
- ② INDICATES 6.0' PUBLIC UTILITY & PRIVATE WATER EASEMENT.
- ③ INDICATES 10.0' DRAINAGE EASEMENT CENTERED ON R.L.
- ④ INDICATES 20.0' DRAINAGE EASEMENT CENTERED ON R.L.
- ⑤ INDICATES 15.0' DRAINAGE EASEMENT CENTERED ON R.L.

ACKNOWLEDGEMENT:

STATE OF ARIZONA)
COUNTY OF COCHISE) SS

ON THIS THE 21st DAY OF OCTOBER, 1996, BEFORE ME, THE UNDERSIGNED OFFICERS, PERSONALLY APPEARED: ARTHUR L. BALE AND PATRICIA R. BALE, WALTER J. MAYER AND BEVERLY A. MAYER, JAY H. LANDRETH AND BRIGITTE E. LANDRETH WHO ACKNOWLEDGED THEMSELVES TO BE THE MANAGERS OF COCHISE TERRACE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY THEMSELVES AS

Nov. 1, 1997
MY COMMISSION EXPIRES:

Ronald E. Greber
NOTARY PUBLIC



COCHISE TERRACE

LOTS 1 THRU 308 & COMMON AREAS A, B & C
A RESUBDIVISION OF BLOCK I COCHISE VISTA
BK. 13, PG. 91

BEING A PORTION OF THE W 1/2, SEC. 18,
T-17-S, R-20-E, G&SRM, PIMA COUNTY, ARIZONA

OCTOBER 18, 1996 SCALE: AS SHOWN
PRESIDIO JOB No. 196013-A-1-0106 SHEET 1 OF 7

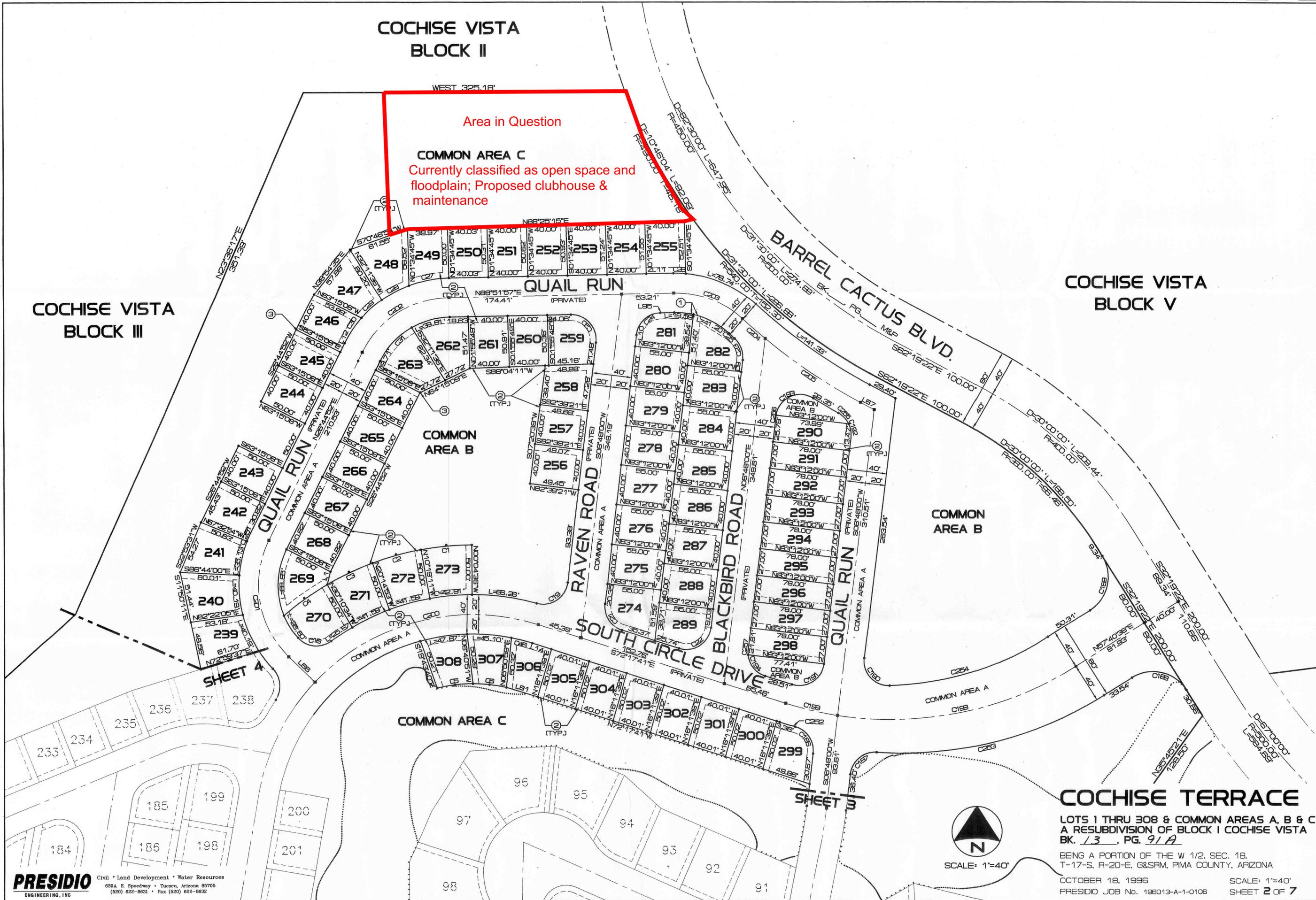
COCHISE VISTA BLOCK II

Area in Question

COMMON AREA C
Currently classified as open space and floodplain; Proposed clubhouse & maintenance

COCHISE VISTA
BLOCK III

COCHISE VISTA
BLOCK V



PRESIDIO Civil • Land Development • Water Resources
 639A E. Speedway • Tucson, Arizona 05705
 (520) 622-8631 • Fax (520) 622-8632



COCHISE TERRACE

LOTS 1 THRU 308 & COMMON AREAS A, B & C
 A RESUBDIVISION OF BLOCK I COCHISE VISTA
 BK. 13, PG. 91A

BEING A PORTION OF THE W 1/2, SEC. 18,
 T-17-S, R-20-E, G&SRM, PIMA COUNTY, ARIZONA

OCTOBER 18, 1996 SCALE: 1"=40'
 PRESIDIO JOB No. 196013-A-1-0106 SHEET 2 OF 7

FEE # 970306133

FINAL PLAT AMENDMENT OF A PORTION OF COCHISE TERRACE

OF A PORTION OF COMMON AREA C OF COCHISE TERRACE, ACCORDING TO MAP/PLAT BOOK 13, PAGE 91, LYING IN A PORTION OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 20 EAST OF THE GILA AND SALT RIVER MERIDIAN, COUNTY OF COCHISE, STATE OF ARIZONA

APPROVAL OF BENSON CITY COUNCIL

BY: _____ MAYOR DATE: _____

ATTEST: _____

BY: _____ BENSON CITY CLERK DATE: _____

OWNER

KNOW ALL MEN BY THESE PRESENTS: THAT S.T.A.M.P. INC, AN ARIZONA COMPANY, HAS SUBDIVIDED UNDER THE NAME OF CTRV STORAGE AREA, A PORTION OF COCHISE TERRACE RECORDED IN BOOK 13, PAGES 91 THROUGH 91F OF MAPS AND PLATS IN THE OFFICE OF THE COCHISE COUNTY RECORDER ON MARCH 11, 1997, LYING WITHIN THE WEST HALF OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 20 EAST OF THE GILA AND SALT RIVER MERIDIAN, COUNTY OF COCHISE, STATE OF ARIZONA

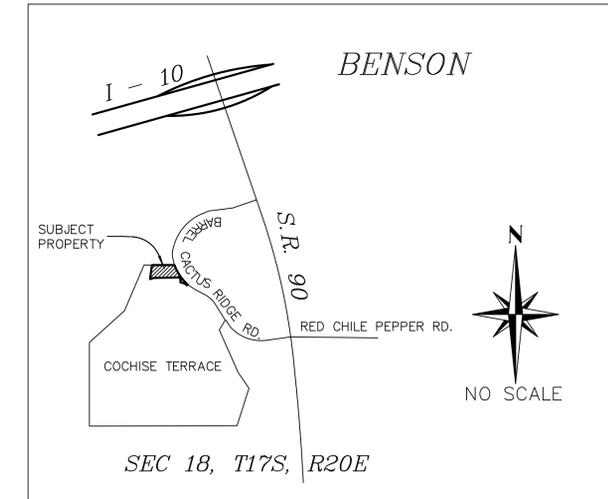
Beginning at the Northeast corner of Lot 255 of said Cochise Terrace, thence along the North line of said Lot 249 through 255 of said Cochise Terrace, South 88°51'57" West, 280.80 feet to the Northwest corner of said Lot 249, being the basis of bearings for this description;
 thence along the North line of Lot 248, South 70°46'54" West, 38.79 feet;
 thence leaving said North line, North 07°23'52" East, 148.58 feet to a point on the Northern Boundary line of said Cochise Terrace;
 thence along said Northern boundary line, North 90°00'00" East, 237.40 feet to an angle point of the boundary line of said Cochise Terrace, on the Westerly right-of-way line of Barrel Cactus Blvd, and the beginning of a non-tangent 490.00 foot curve, concave Northeasterly, the radius point of which bears North 69°56'42" East;
 thence Southeasterly along a portion of the Northeasterly boundary line of said Cochise Terrace, said Westerly sideline of Barrel Cactus Blvd, and the arc of said curve through a central angle of 10°46'04", a distance of 92.09 feet to the beginning of a tangent 540.00 foot radius compound curve, concave Northeasterly, the radius point of which bears North 59°10'38" East;
 thence Southeasterly along the arc of said curve through a central angle of 16°46'35", a distance of 158.11 feet;
 thence non-tangent to said curve, and leaving said right-of-way line, South 42°25'27" West, 10.00 feet to the **Point of Beginning**;

Contains 0.90 acres, 39184.57 square feet, more or less.

AS SHOWN HEREON, AND HEREBY PUBLISHED THIS PLAT OF CTRV STORAGE, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE MEASUREMENTS AND DIMENSIONS OF THE LOT, AND SAID LOT SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN ON SAID PLAT.

IN WITNESS THEREOF, I HAVE HEREUNTO AFFIXED MY SIGNATURE THE _____ DAY OF _____, 2020

BY: _____ S.T.A.M.P. INC.



VICINITY MAP

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT CONSISTING OF 2 SHEET(S) REPRESENTS A SURVEY MADE UNDER MY DIRECTION AND THAT THE PROPERTY CORNERS AND SURVEY MONUMENTS ACTUALLY EXIST AS SHOWN HEREON.

Jessica J. Nesbitt
 JESSICA J. NESBITT REGISTERED LAND SURVEYOR NO. 51967



ACKNOWLEDGEMENT:

ON THIS _____ DAY OF _____, 2020, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED ARTHUR L. BALE THE AUTHORIZED OFFICER OF S.T.A.M.P. INC.

HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES: _____

GENERAL NOTES:

TOTAL AREA TO BE RE-SUBDIVIDED = 0.90 ACRES, MORE OR LESS DOES NOT INCLUDE STREETS AS PREVIOUSLY APPROVED.

COMMON AREA USES:
 COMMON AREA "B" CLUB HOUSE & MAINTENANCE FACILITIES
 COMMON AREA "C" OPEN SPACES & FLOODPLAIN

SHEET INDEX:

SHEET 1 OF 2 COVER SHEET & APPROVALS
 SHEET 2 OF 2 0.9 ACRE PARCEL MAP

MAG STANDARDS:

MAG STANDARD DETAIL 250-1 TO BE UTILIZED FOR DRIVEWAY ENTRANCE, WITHOUT SIDEWALK CURBING.

RECORDING DATA

STATE OF ARIZONA SS
 COUNTY OF COCHISE SS

FILED FOR RECORD AT THE REQUEST OF JESSICA J. NESBITT ON THIS _____ DAY OF _____ 2020, AT _____ M. IN BOOK _____ OF SURVEY MAPS AT PAGE _____ THEREOF.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

COCHISE COUNTY RECORDER _____ DEPUTY COUNTY RECORDER _____

FEE: \$24.00



CLIENT: S.T.A.M.P.	
JOB No.: 13005	DRAWN BY: JN
DATE: MAY 2020	REVISED BY:
SHEET 1 OF 2	

FINAL PLAT AMENDMENT OF A PORTION OF COCHISE TERRACE

OF A PORTION OF COMMON AREA C OF COCHISE TERRACE, ACCORDING TO MAP/PLAT BOOK 13, PAGE 91, LYING IN A PORTION OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 20 EAST OF THE GILA AND SALT RIVER MERIDIAN, COUNTY OF COCHISE, STATE OF ARIZONA

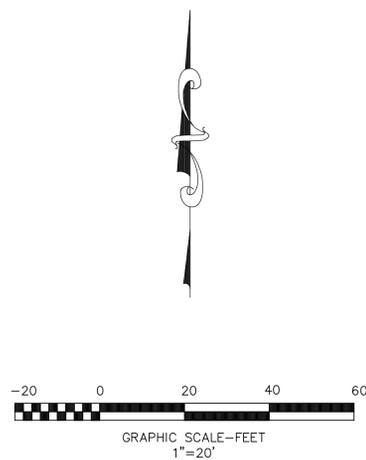
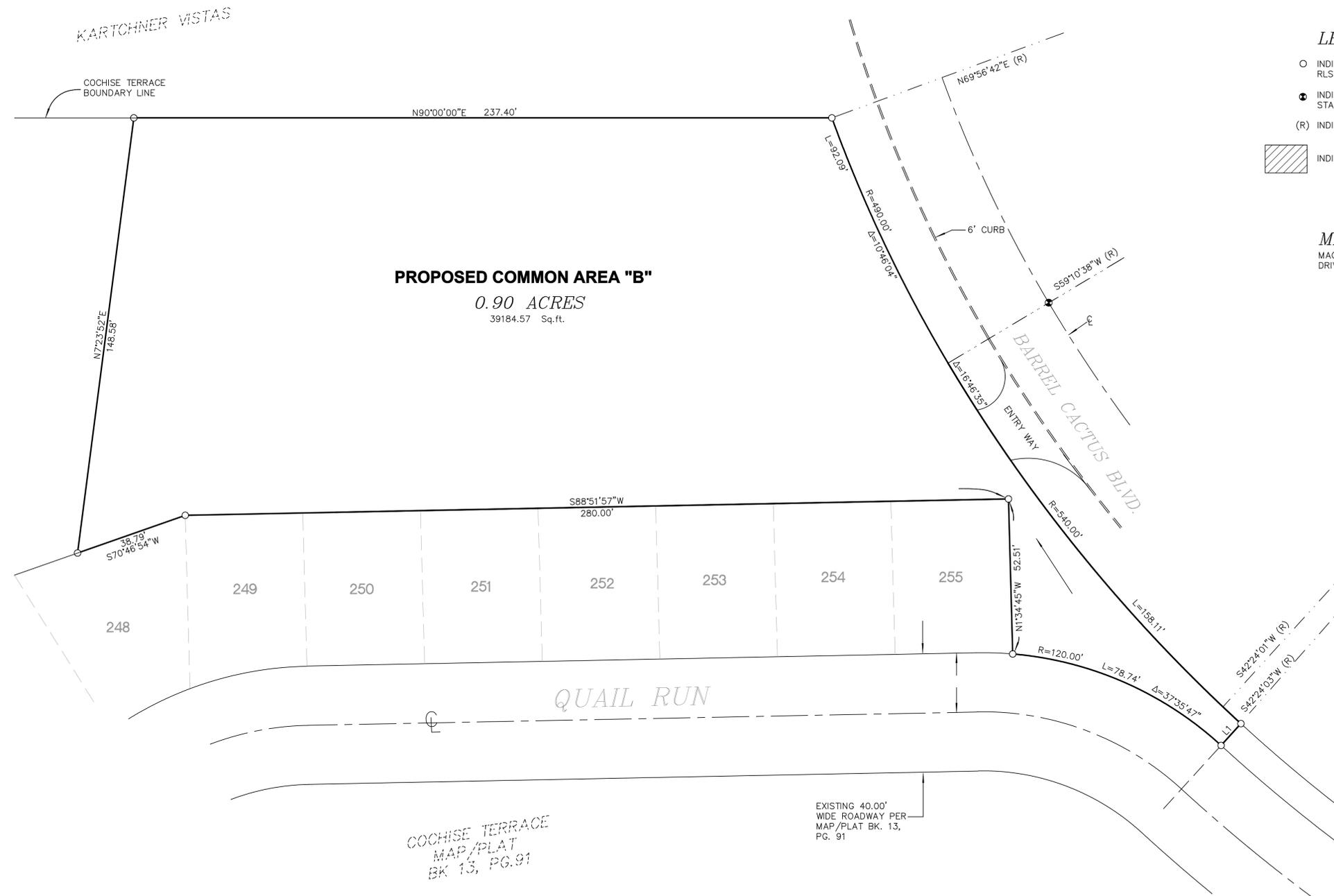
BASIS OF BEARINGS
THE BASIS OF BEARINGS IS PER COCHISE TERRACE MAP/PLAT BOOK 13, PAGE 91 THROUGH 91F, OFFICIAL RECORDS OF COCHISE COUNTY, ARIZONA

LEGEND

- INDICATES SET 1/2" REBAR WITH PLASTIC CAP STAMPED RLS 51967
- INDICATES FOUND BRASS CAP CENTERLINE MONUMENT STAMPED RLS 14145
- (R) INDICATES RADIAL BEARING
- INDICATES ACCESS EASEMENT

MAG STANDARDS
MAG STANDARD DETAIL 250-1 TO BE UTILIZED FOR DRIVEWAY ENTRANCE, WITHOUT SIDEWALK CURBING.

LINE TABLE		
NUM	BEARING	DISTANCE
L1	S42°25'27"W	10.00'



2259 N. Ocotillo Rd. • Benson AZ 85602 • ted@amoxlandsurveyors.com

CLIENT: S.T.A.M.P. INC.	
JOB No.: 13005	DRAWN BY: JN
DATE: MAY 2020	REVISED BY:
SHEET 1 OF 1	

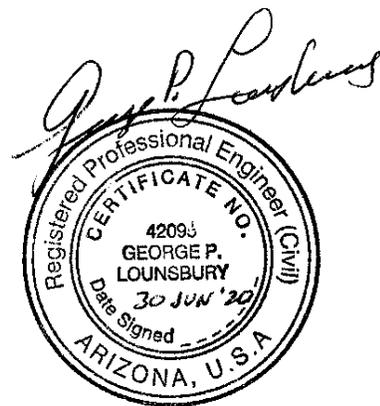
DRAINAGE STUDY
For
COCHISE TERRACE, R.V. SERVICE AREA
BENSON, AZ

Client:

Cochise Terrace RV park
1030 S. Barrel Cactus Ridge
Benson, AZ 85602
Attn: Art Bale
Tel. (520) 720-0824

Prepared by:

George P. Lounsbury, P.E.
345 S. Huachuca Street
Benson AZ 85602
Tel: (520) 720-8799



INTRODUCTION:

The purpose of this report is to determine if the RV Service site development will alter the estimated storm runoff. The site is a 0.90-acre area of Cochise Terrace that has been reclassified from Common Area C to Common Area B. A site plan of this area is attached.

PRE-DEVELOPMENT CONDITIONS

The pre-development condition of the site is undeveloped grass and brush with an average slope of about 7%.

DEVELOPED CONDITIONS

The site is to be graded to a large pad with a slope of 2% to the west. A new building (RV Service) is to be located towards the east of the site with the parking area located to the west. The building will be 30' x 60' and there will be a 20' x 30' concrete apron to control the drainage discharge at the west.

HYDROLOGY

Method:

The Rational Method is used to estimate peak discharges from the drainage areas. The equation being: $Q = CiA$.

Where: Q = the peak discharge, in cfs, for the selected return frequency,

C = the runoff coefficient,

i = the average rainfall intensity, in inches/hour

A = the drainage area, in acres.

Parameters:

The rainfall intensity (i) was determined from the ADOT Highway drainage Design Manual for this site.

A pre-development runoff coefficient (C) of 0.40 was determined from the ADOT Highway drainage Design Manual, Figure 2-5. Vegetation cover was assumed to be 40% and the 1-hour precipitation depth was calculated to be 2.33 inches.

For post-development runoff coefficients, the following values are used:

Building roof & concrete: 0.95

Open space, gravel, and landscaping: 0.35

The total site area (A) is 0.90 acres. The roof/concrete area is 2400 s.f. or 0.055 acres.

Existing Watershed:

The existing undeveloped watershed is to the northwest and discharges into a well-defined wash just outside the site.

Pre-developed discharges:

WATERSHED	Area (sq. ft.)	Area (acres)	C	Tc (min.)	100-yr intensity	Q₁₀₀ (cfs)	10-yr intensity	Q₁₀ (cfs)
Entire Parcel	39184	0.90	0.40	10	6.42	2.31	4.62	1.66

Developed Watershed:

This site will drain to the west over the gravel surface. Discharge will be down a rip-rap spillway to the existing wash.

Post-developed discharges:

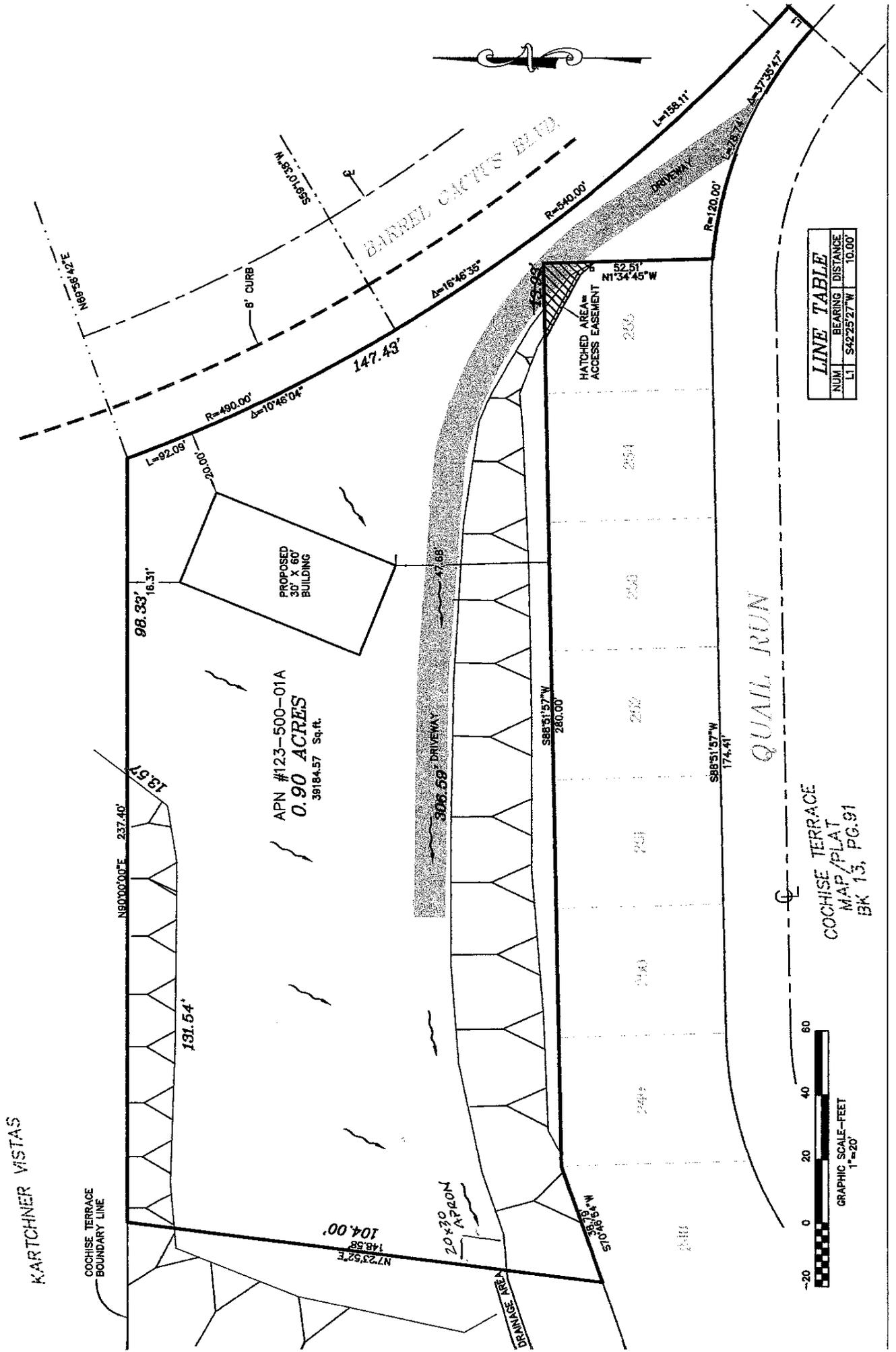
WATERSHED	Area (sq. ft.)	Area (acres)	C	Tc (min.)	100-yr intensity	Q₁₀₀ (cfs)	10-yr intensity	Q₁₀ (cfs)
Roof & Conc	2400	0.055	0.95	10	6.42	0.336	4.62	0.242
Gravel & soil	36784	0.845	0.35	10	6.42	1.899	4.62	1.366
Totals	39184	0.900				2.235		1.61

Conclusion:

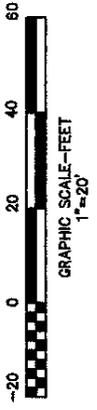
As the estimated Post-development discharge is marginally smaller than the pre-development discharge there is no need for any retention or detention improvements.

SITE PLAN

OF A PORTION OF COMMON AREA C OF COCHISE TERRACE, ACCORDING TO MAP/PLAT BOOK 13, PAGE 91, LYING IN A PORTION OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 20 EAST OF THE GILA AND SALT RIVER MERIDIAN, COUNTY OF COCHISE, STATE OF ARIZONA



LINE TABLE		
NUM	BEARING	DISTANCE
L1	S42°25'27"W	10.00



QUAL RUN

COCHISE TERRACE
MAP/PLAT
BK 13, PG.91

**ARIZONA DEPARTMENT OF TRANSPORTATION
HYDROLOGIC DESIGN DATA**

Project No. 18-063 TRACS No. _____
 Project Name Cochise Terrace Date _____
 Location/Station _____
 Designer GPL Checker _____

**FIGURE 1-3
RAINFALL INTENSITY-DURATION-FREQUENCY (I-D-F) WORKSHEET**

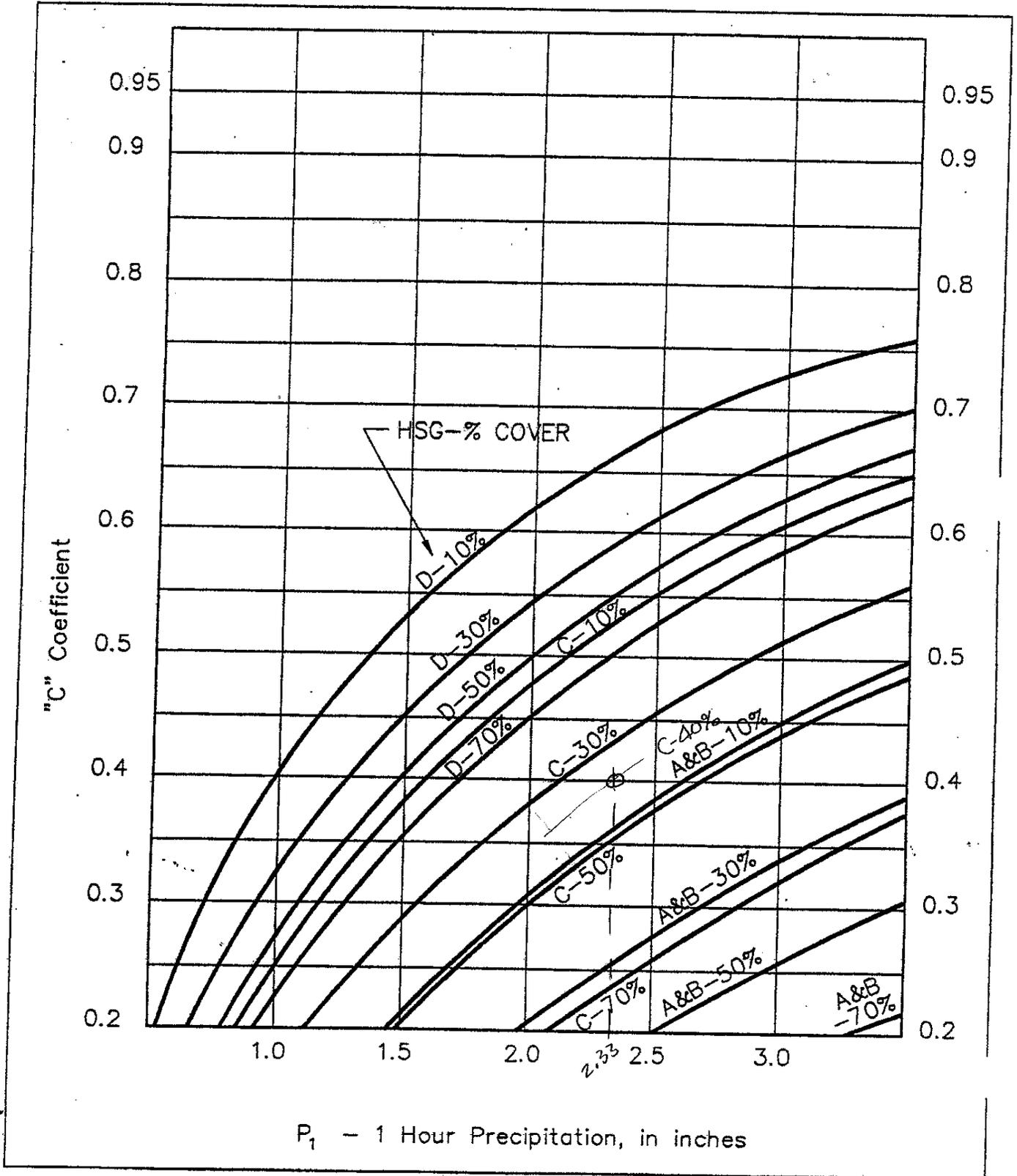
Divide each rainfall depth from the D-D-F Worksheet (Figure 1-2 Part E) by each corresponding duration, in hours, and tabulate below:

Duration	Rainfall Intensity, In Inches/Hour						
	Frequency, In Years						
	2	5	10	25	50	100	500
5-min.	4.68	5.52	6.12	6.96	7.68	8.40	
10-min.	3.48	4.14	4.62	5.34	5.88	6.42	10 min
15-min.	2.84	3.44	3.32	4.48	5.00	5.48	15 min
30-min.	1.86	2.30	2.60	3.04	3.38	3.72	30 min
1-hour	1.14	1.42	1.61	1.89	2.11	2.33	1-hr
2-hour	0.62	0.78	0.88	1.05	1.17	1.29	2 h
3-hour	0.43	0.55	0.63	0.74	0.83	0.92	3 h
6-hour	0.23	0.30	0.35	0.41	0.46	0.52	6 h
12-hour	0.13	0.17	0.19	0.23	0.26	0.29	12
24-hour	0.07	0.09	0.11	0.13	0.15	0.16	24

Note: 5' denotes 5 minutes, etc.; 1' denotes 1 hour, etc.

**FIGURE 2-5
RATIONAL "C" COEFFICIENT
UPLAND RANGELAND
(GRASS & BRUSH)**

AS A FUNCTION OF RAINFALL DEPTH, HYDROLOGIC SOIL GROUP (HSG),
AND % OF VEGETATION COVER





PLANNING AND ZONING MINUTES
MINUTES OF THE BENSON PLANNING AND ZONING COMMISSION
August 11, 2020

1. CALL TO ORDER

Chair Andrew Abernathy opened the meeting at 6:04pm.

2. PLEDGE

Chair Andrew Abernathy led the pledge.

3. ROLL CALL

Andrew Abernathy, Dennis Bringham, Tinnie Graves, and Mark Romero were present. A quorum was present.

4. APPROVAL OF MINUTES

Commissioner Tinnie Graves motioned to approve the minutes of March 24, 2020. Commissioner Dennis Bringham seconded. Motion passed 4-0.

5. NEW BUSINESS

Consideration and Possible Action: PLAT AMENDMENT FOR COCHISE TERRACE RV AND MANUFACTURED HOME PARK

Chair Andrew Abernathy introduced project and the agenda item, a plat amendment for Cochise Terrace RV and Manufactured Home Park and invited the applicant to speak.

Mr. Art Bale introduced himself as the owner of Cochise Terrace, introduced Rick Reed as the park Manager and introduced Suzanne Benevide. He stated that the park has just over 300 spaces, some for manufactured homes and some for RVs. He explained that he wanted to convert approximately 1 acre from floodplain to recreational common area so it could be used for RV storage, mini storage and material storage. Art Bale noted that their materials storage had always been within the manufactured home portion of the park, but they'd like to move it to a dedicated space in northeast side. He also stated they want to add several 10 ft. x 12 ft. storage units for their residents' use as well as a larger building to store RVs to get them off the manufactured home lots. He stated that residents would be charged to rent units or RV storage spaces to help cover the cost of construction. Mr. Bale further commented that the wash would not be impacted and that construction of the driveway from Barrel Cactus has already received preliminary approval from the Building Department.

Commissioner Dennis Bringham asked if the 6ft wall would be a wall or a fence. Art Bale responded that it would be a wall and would probably have solar lighting. Commissioner Dennis Bringham asked what is going to be outside the wall and Mr. Bale replied that on their north side is the southern boundary of the Meritage Homes. He noted that there is a fairly steep grade down from the existing RV spaces toward Meritage Homes as their existing RV spaces will likely look over the storage unit.

Commissioner Mark Romero asked how many 10ft x 12fr storage unit would be onsite to which Mr. Bale replied he'd like 10-15. Chair Andrew Abernathy asked if these storage units would be used in lieu of placing storage sheds on the individual spaces. Mr. Bale they are not in lieu of placing shed on individual spaces, but for people who need extra storage, often when they are in the move-out-of-their-house-into-the-park process.

DRAFT

Commissioner Tinnie Graves asked about the proposed RV storage, if it was going to be used to store additional RVs. Art Bale stated that the privately owned manufactured home spaces are allowed to park RVs on their lots, but that some of the lots are not large enough for both a manufactured home and an RV so the indoor RV storage would be for those residents. He noted that the structure will only hold 5 RVs.

Chair Andrew Abernathy asked if there were further questions from the Commission or any further information the applicant would like to provide. There was no response so the Chair called for a motion. Commissioner Tinnie Graves motioned to recommend approval of the Cochise Terrace RV and Manufactured Home plat amendment to Council. Motion seconded by Commissioner Mark Romero. Motion passed 4-0.

Commissioner Dennis Bringham motioned to adjourn. Chair Andrew Abernathy seconded. Motion passed 4-0 and the meeting adjourned at 6:12PM.

City of Benson City Council Communication



Regular Meeting

August 24, 2020

To: Mayor and Council

Agenda Item # 5

From: Vicki Vivian, CMC, City Manager/City Clerk

Subject:

Discussion and possible action regarding Resolution 25-2020 of the Mayor and Council of the City of Benson, Arizona, canvassing, declaring and adopting the results of the Primary Election held on August 4, 2020

Discussion:

This Resolution is a requirement that must be completed no later than 20 days after the election. Resolution 25-2020 officially approves the canvass of the votes cast in the August 4, 2020 Primary Election as follows:

1,379 Ballots Cast

Proposition 400 – AEL (Home Rule)

Yes 796
No 440
Undervotes 143

<u>For Mayor</u>	<u>Votes Rec'd</u>	<u>For Councilmember 4-year term</u>	<u>Votes Rec'd</u>	<u>For Councilmember 2-year term</u>	<u>Votes Rec'd</u>
Konrad, Joe	1,111	Boyle, Patrick	919	Larry Dempster	1,113
Write-in	59	King, Sr., Toney D.	758	Write-in	25
Under Votes	209	Maldonado, Anicleto (Nick)	928	Under Votes	241
		Write-in (Cook, Jeff)	21		
		Write-in	45		
		Under Votes	1,466		

A.R.S. §9-821.01 addresses the calculations of a majority of votes cast for the Mayor and Council seats. The steps to calculate the majority are 1 – add the total number of actual votes cast for all candidates for an office whose names were lawfully on the ballot for that office, 2 – divide that sum by the number of seats to be filled for that office and 3 – divide that number by 2 and round up to the highest whole number. If someone received more than this number of votes, they would be considered “seated” at the Primary election. If there were to be more candidates that received more than the majority than there were seats to be filled, the City would declare those candidates who receive the highest number of votes (equal to or over that number) to fill the number of seats.

Using this calculation, the following candidates are considered seated:

Mayor	Joe Konrad		
Councilmembers	Patick Boyle	Councilmember	Larry Dempster
4-year term	Toney D. King, Sr.	2-year term	
	Anicleto (Nick) Maldonado		

Due to all the open seats being filled, there will be no General Election for the City of Benson in November.

Staff Recommendation:

Approval of Resolution 25-2020

RESOLUTION 25-2020

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, CANVASSING, DECLARING, AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON AUGUST 4, 2020

WHEREAS, on the 4th day of August, 2020, a primary election of the qualified electors of the City of Benson, Arizona, was held for the purpose of presenting Proposition 400, considering the question of extending the Alternative Expenditure Limitation (AEL), also known as the Home Rule Option (“Home Rule”); and electing one (1) mayor for a two-year term, three (3) councilmembers to each serve four-year terms, and one (1) councilmember to serve a previously vacated two-year term; and and

WHEREAS, the election returns, attached hereto as Exhibit “A” and incorporated herein by this reference, have been presented to and have been canvassed by the Mayor and City Council; and

WHEREAS, the election returns as canvassed show that there were 1,379 ballots cast; and

WHEREAS, the election returns as canvassed show the number of votes cast for Proposition 400 and for each candidate is as follows:

<u>PROPOSITION 400 - AEL</u>	<u>VOTES RECEIVED</u>
YES	796
NO	440
TOTAL VOTES CAST	1,236
OVER VOTES	0
UNDER VOTES	143
<u>FOR MAYOR</u>	<u>VOTES RECEIVED</u>
KONRAD, JOE	1,111
WRITE-IN TOTALS	59
NOT ASSIGNED	59
TOTAL VOTES CAST	1,170
OVER VOTES	0
UNDER VOTES	209
<u>FOR COUNCILMEMBER – 4-YEAR TERM</u>	<u>VOTES RECEIVED</u>
BOYLE, PATRICK	919
KING, SR., TONEY D.	758
MALDONADO, ANICLETO (NICK)	928
WRITE-IN TOTALS	66
COOK, JEFF	21
NOT ASSIGNED	45
TOTAL VOTES CAST	2,671
OVER VOTES	0
UNDER VOTES	1,466

FOR COUNCILMEMBER – 2-YEAR TERM

VOTES RECEIVED

DEMPSTER, LARRY	1,113
WRITE IN	25
NOT ASSIGNED	25
TOTAL VOTES CAST	1,138
OVER VOTES	0
UNDER VOTES	241

WHEREAS, Proposition 400 – AEL, did receive a majority of the total number of all votes cast for the measure and was thereby approved by the voters of the City of Benson; and

WHEREAS, pursuant to Arizona law and the Benson City Code, Chapter 2, Article 2-3, Sections 2-3-3 and 2-3-4, at the Primary Election the candidate receiving a majority of all votes cast for the office of Mayor and the candidates receiving a majority of all votes cast for the office of Councilmember shall be declared to be elected to the offices of Mayor and Councilmember; and

WHEREAS, it appears that Joe Konrad received a number of votes constituting a majority of all the valid votes cast for the office of Mayor and should be deemed elected in accordance with Arizona law; and

WHEREAS, it appears that Patrick Boyle received a number of votes constituting a majority of all the valid votes cast for a 4-year term Councilmember and should be deemed elected in accordance with Arizona law; Toney D. King, Sr. received a number of votes constituting a majority of all the valid votes cast for a 4-year term Councilmember and should be deemed elected in accordance with Arizona law; and Anicleto (Nick) Maldonado received a number of votes constituting a majority of all the valid votes cast for a 4-year term Councilmember and should be deemed elected in accordance with Arizona law; and

WHEREAS, it appears that Larry Dempster received a number of votes constituting a majority of all the valid ballots cast for a 2-year term Councilmember and should be deemed elected in accordance with Arizona law; and

WHEREAS, there is no remaining office of Mayor or Councilmember that was not filled by a number of votes constituting a majority of all the valid votes cast for each office.

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

SECTION 1. That the total number of ballots cast at the primary election was 1,379.

SECTION 2. That it is determined and declared of record, Proposition 400 – AEL (Home Rule) did receive a majority of the total number of all votes cast and was thereby approved by the voters of the City and shall govern the City of Benson from fiscal year 2021-2022 through fiscal year 2024-2025.

SECTION 3. That Joe Konrad is declared to be elected to the office of Mayor effective as of the date of the General Election; Patrick Boyle is declared to be elected to the office of Councilmember effective as of the date of the General Election; Toney D. King, Sr. is declared to be elected to the office of Councilmember effective as of the date of the General Election; Anicleto (Nick) Maldonado is declared to be elected to the office of Councilmember effective as of the date of the General Election; and Larry Dempster is declared to be elected to the office of Councilmember for a 2-year term effective as of the date of the General Election.

SECTION 4. That there is no remaining office of Mayor or Councilmember to be elected, therefore the General Election for the City of Benson will not be held on November 3, 2020.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, this 24th day of August, 2020.

TONEY D. KING, SR., Mayor

ATTEST:

APPROVED AS TO FORM:

VICKI L. VIVIAN, CMC, City Clerk

MESCH CLARK ROTHSCHILD
By Gary J. Cohen
City's Attorney

EXHIBIT "A"

OFFICIAL RESULTS



Cochise County Elections & Special Districts

Public Programs...Personal Service
www.cochise.az.gov

LISA M. MARRA
Director

MARTHA L. RODRIQUEZ
Deputy Director

CERTIFICATION OF CANVASS OF THE CITY OF BENSON MAYOR and COUNCIL PROPOSITION 400

PRIMARY ELECTION AUGUST 4, 2020

I, the undersigned, being the Election Officer of Cochise County, do hereby certify the results below and attached are the true and correct Official Results for the August 4, 2020 Primary Election that has been filed in the records of the Cochise County Elections Department in Bisbee, Arizona. The results will become official when the City of Benson canvasses this election.



Lisa M. Marra, Director of Elections



Date

Total Registered Voters: 3267 **Total Ballots Cast: 1379**

MAYOR

Joe Konrad 1111

COUNCIL MEMBER – 2 Year Term

Larry Dempster 1113

COUNCIL MEMBER – 4 Year Term

Anicleto (Nick) Maldonado 928

Patrick Boyle 919

Toney King, Sr. 758

PROPOSITION 400

Yes 796

No 440

1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-8970
520-432-8995 fax
lmarra@cochise.az.gov

Summary Results Report
 Primary Election
 August 4, 2020

OFFICIAL RESULTS

City of Benson

Benson Mayor

Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Provisional
Konrad, Joe	1,111	94.96%	163	920	28
Write-In Totals	59	5.04%	10	48	1
Not Assigned	59	5.04%	10	48	1
Total Votes Cast	1,170	100.00%	173	968	29
Overvotes	0		0	0	0
Undervotes	209		11	193	5

Benson Council Member 2yr

Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Provisional
Dempster, Larry	1,113	97.80%	159	925	29
Write-In Totals	25	2.20%	4	21	0
Not Assigned	25	2.20%	4	21	0
Total Votes Cast	1,138	100.00%	163	946	29
Overvotes	0		0	0	0
Undervotes	241		21	215	5

Benson Council Member 4yr

Vote For 3

	TOTAL	VOTE %	Election Day	Early Voting	Provisional
Boyle, Patrick	919	34.41%	150	744	25
King Sr., Toney	758	28.38%	120	617	21
Maldonado, Anicleto (Nick)	928	34.74%	150	758	20
Write-In Totals	66	2.47%	23	41	2
Write-In: Cook, Jeff	21	0.79%	13	8	0
Not Assigned	45	1.68%	10	33	2
Total Votes Cast	2,671	100.00%	443	2,160	68
Overvotes	0		0	0	0
Undervotes	1,466		109	1,323	34

Proposition 400

Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Provisional
YES	796	64.40%	118	659	19
NO	440	35.60%	65	362	13
Total Votes Cast	1,236	100.00%	183	1,021	32
Overvotes	0		0	0	0
Undervotes	143		1	140	2

	STATISTICS													
	Registered Voters - Total	Registered Voters - Republican	Registered Voters - Democratic	Registered Voters - Libertarian	Registered Voters - Nonpartisan	Ballots Cast - Total	Ballots Cast - Republican	Ballots Cast - Democratic	Ballots Cast - Libertarian	Ballots Cast - Nonpartisan	Ballots Cast - Blank	Voter Turnout - Total	Voter Turnout - Republican	Voter Turnout - Democratic
01 BE BENSON SPLIT 1	1,207	536	299	9	363	503	313	186	0	4	0	41.67%	58.4%	62.21%
02 BE J-SIX SPLIT 1	408	211	75	1	121	206	131	68	0	7	0	50.49%	62.09%	90.67%
03 BE SAN PEDRO SPLIT 1	1,652	718	413	11	510	670	401	266	0	3	0	40.56%	55.85%	64.41%
24 ST DAVID SPLIT 2	0	0	0	0	0	0	0	0	0	0	0	0%	0%	0%
Totals	3,267	1,465	787	21	994	1,379	845	520	0	14	0			

STATISTICS		
	Voter Turnout - Libertarian	Voter Turnout - Nonpartisan
01 BE BENSON SPLIT 1	0%	1.1%
02 BE J-SIX SPLIT 1	0%	5.79%
03 BE SAN PEDRO SPLIT 1	0%	0.59%
24 ST DAVID SPLIT 2	0%	0%
Totals		

	Benson Mayor						Benson Council Member 2yr					
	VOTE FOR 1						VOTE FOR 1					
	Konrad, Joe	Write-in Totals	Write-in: Not Assigned	Total Votes Cast	Overvotes	Undervotes	Dempster, Larry	Write-in Totals	Write-in: Not Assigned	Total Votes Cast	Overvotes	Undervotes
01 BE BENSON SPLIT 1	388	25	25	413	0	90	387	9	9	396	0	107
02 BE J-SIX SPLIT 1	163	8	8	171	0	35	171	1	1	172	0	34
03 BE SAN PEDRO SPLIT 1	560	26	26	586	0	84	555	15	15	570	0	100
24 ST DAVID SPLIT 2	0	0	0	0	0	0	0	0	0	0	0	0
Totals	1,111	59	59	1,170	0	209	1,113	25	25	1,138	0	241

	Benson Council Member 4yr								
	VOTE FOR 3								
	Boyle, Patrick	King Sr., Toney	Maldonado, Aniceto (Nick)	Write-in Totals	Write-in: Cook, Jeff	Write-in: Not Assigned	Total Votes Cast	Overvotes	Undervotes
01 BE BENSON SPLIT 1	314	250	323	29	5	24	916	0	593
02 BE J-SIX SPLIT 1	144	126	122	5	2	3	397	0	221
03 BE SAN PEDRO SPLIT 1	461	382	483	32	14	18	1,358	0	652
24 ST DAVID SPLIT 2	0	0	0	0	0	0	0	0	0
Totals	919	758	928	66	21	45	2,671	0	1,466

	Proposition 400				
	VOTE FOR 1				
	YES	NO	Total Votes Cast	Overvotes	Undervotes
01 BE BENSON SPLIT 1	281	175	456	0	47
02 BE J-SIX SPLIT 1	110	71	181	0	25
03 BE SAN PEDRO SPLIT 1	405	194	599	0	71
24 ST DAVID SPLIT 2	0	0	0	0	0
Totals	796	440	1,236	0	143

City of Benson City Council Communication

Regular Meeting

August 24, 2020



To: Mayor and Council

Agenda Item # 6

From: Vicki Vivian, CMC, City Manager/City Clerk

Subject:

Discussion and possible action regarding Ordinance 606 relating to Real Estate; approving an Exchange of Real Property located along Interstate 10 in north Benson; authorizing the Mayor to execute an Agreement with San Pedro Real Estate, LLC and Thomas Barenberg and any Deeds and other Documents necessary to accomplish the Exchange; and declaring an Emergency

Discussion:

Mr. Barenberg approached the City with a proposal to exchange property. Staff negotiated with Mr. Barenberg and the attached agreement represents the results of those negotiations.

The required Notice of Intent was published as mandated by statute on July 29 and August 5. Council can now take action on the proposed ordinance approving the agreement, should you choose.

Staff Recommendation:

Approval of Ordinance 606

ORDINANCE 606

RELATING TO REAL ESTATE; APPROVING AN EXCHANGE OF REAL PROPERTY LOCATED ALONG INTERSTATE 10 IN NORTH BENSON; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SAN PEDRO REAL ESTATE, LLC AND THOMAS BARENBERG AND ANY DEEDS AND OTHER DOCUMENTS NECESSARY TO ACCOMPLISH THE EXCHANGE; AND DECLARING AN EMERGENCY

WHEREAS, the City of Benson, San Pedro Real Estate, LLC ("SPRE") and Thomas Barenberg ("Barenberg") own various properties located along Interstate 10 in north Benson; and

WHEREAS, the City desires to consolidate land holdings located around the San Pedro Golf Course for purposes of furthering operations of the golf course, and consolidate land holdings located in Bryans Addition south of Lions Park for purposes of facilitating operation of Lions Park; and

WHEREAS, SPRE desires to consolidate its ownership of land located north of Interstate 10 and west of Pomerene Road Exit 306; and

WHEREAS, the interests of Barenberg, who is a member of SPRE, are furthered by SPRE acquiring property from the City; and

WHEREAS, the City, SPRE, and Barenberg desire for the City to transfer one City-owned parcel of property located north of Interstate 10 and the Pearl Street Underpass, west of Pomerene Road Exit 306 to SPRE in exchange for two properties, one of which is owned by SPRE and located adjacent to the San Pedro Golf Course and the second is owned by Barenberg and located adjacent to Lions Park; and

WHEREAS, the properties being exchanged are specifically described and mapped on the exhibits attached to the Real Estate Exchange Agreement Relating to the Exchange of Land Near Interstate 10 in North Benson between the City of Benson and San Pedro Real Estate LLC and Thomas Barenberg (the "Exchange Agreement"), which is attached as Exhibit A to this ordinance; and

WHEREAS, the parcels being exchanged are of substantially equal value; and

WHEREAS, the City is authorized to exchange land pursuant to A.R.S. § 9-407; and

WHEREAS, the City Council finds that the exchange of the real property in question is in the best interests of the City of Benson.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BENSON, AS FOLLOWS:

SECTION 1. The exchange of lands as set forth in the Exchange Agreement presented to the Mayor and Council concurrently with this Ordinance and attached as Exhibit A is hereby approved.

SECTION 2. The Mayor is hereby authorized to execute the Exchange Agreement and any and all documents necessary or desirable to carry out the City's obligations under the Exchange Agreement.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance and carry out the terms, obligations, and objectives of the Exchange Agreement.

SECTION 4. BE IT FURTHER ORDAINED THAT since it is necessary for the preservation of the peace, health and safety of the City of Benson that this ordinance become immediately effective, an emergency is hereby declared to exist, and this ordinance shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, this 24th day of August, 2020.

TONEY D. KING, SR., Mayor

ATTEST:

APPROVED AS TO FORM:

VICKI L. VIVIAN, CMC, City Clerk

MESCH CLARK ROTHSCHILD
By Gary J. Cohen
City's Attorney

REAL ESTATE EXCHANGE AGREEMENT RELATING TO THE EXCHANGE OF
LAND NEAR INTERSTATE 10 IN NORTH BENSON

THIS AGREEMENT ("Agreement") is made and entered into by and between THE CITY OF BENSON, an Arizona municipal corporation (the "City") and SAN PEDRO REAL ESTATE, LLC, an Arizona limited liability company ("SPRE") and Thomas Barenberg ("Barenberg "). The City, SPRE, and Barenberg are sometimes collectively referred to as the "Parties," and each is sometimes individually referred to as a "Party."

RECITALS

A. The City, SPRE, and Barenberg own various properties located near Interstate 10 in north Benson.

B. The City desires to consolidate land holdings located near and adjacent to the San Pedro Golf Course (the "Golf Course") for purposes of facilitating the operations of the Golf Course, and also to consolidate land holdings located near and adjacent to Lions Park for purposes of facilitating operation of the park.

C. SPRE desires to consolidate its ownership of lands north of Interstate 10 and west of Pomerene Road Exit 306.

D. Barenberg is a member of SPRE and desires SPRE to consolidate its ownership of lands as set forth above, and Barenberg's interests are furthered by the transfer to SPRE.

E. The Parties desire for the City to transfer a certain parcel of property containing approximately 11 acres located north of Interstate 10 and the Pearl Street underpass and west of Pomerene Road Exit 306 (the "City Parcel") to SPRE in exchange for SPRE transferring to the City one parcel of property containing approximately 6 acres located adjacent to the San Pedro Golf Course (the "San Pedro Parcels"), and Barenberg transferring to the City certain property comprising approximately 15 lots located south of Lions Park (the "Park Parcels").

F. The parcels being exchanged are of substantially equal value.

G. The City is authorized to exchange land pursuant to A.R.S. § 9-407.

AGREEMENT

Now, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. Exchange of land. The Parties will complete the following exchange of land not later than _____, 2020 ("Closing"):

a. The City to SPRE. The City hereby agrees to convey to SPRE the City Parcel more particularly described in Exhibit A, by duly executing a Special Warranty Deed in the form attached hereto as Exhibit ____, and cause Escrow Agent (defined herein) to record same in the office of the Cochise County Recorder by Closing.

b. SPRE and Barenberg to the City. SPRE hereby agrees to convey to the City one San Pedro Parcel more particularly described in Exhibit B, and Barenberg hereby

agrees to convey to the City the Park Parcel more particularly described in Exhibit C, by duly executing Warranty Deeds for each parcel in the forms attached hereto as Exhibit _____, and cause Escrow Agent to record same in the office of the Cochise County Recorder by Closing.

2. Assumption of Contracts and Liabilities

a. The City is transferring the City Parcel subject to all existing liens and obligations.

b. SPRE agrees to assume the existing Promissory Note in favor of Cochise Materials and all of the City's obligations thereunder, which Promissory Note is secured by a Deed of Trust and Assignment of Rents recorded in the records of the Cochise County Recorder at Document ID 2012-24904, and to take reasonable steps to obtain a release for the City from the holder of the Promissory Note. SPRE further agrees to assume all other liabilities arising from the City Parcel and take the City Parcel subject to all liens, claims, or encumbrances that may exist at Closing.

c. SPRE is transferring the San Pedro Parcels, and Barenberg is transferring the Park Parcel, to the City free of any interests, claims, liens, or encumbrances, excepting only such liens, claims or interests as may appear of record with the Cochise County Recorder and are accepted by the City at Closing. It is understood that SPRE and Barenberg will satisfy any existing mortgages or loans currently secured by the San Pedro Parcels or Park Parcel prior to and as a condition of Closing.

3. Escrow.

a. Opening. Upon execution of this Agreement by the parties, the parties shall open an escrow with Pioneer Title Agency, Inc., Benson, AZ 85602, attn. Kimberly Lockhart (Tele: 520-586-3733; Fax 520-586-3752) (the "Escrow Agent") and each party shall deposit with the Escrow Agent all instruments and funds required to be deposited by this Agreement to consummate the transaction contemplated hereby.

b. Escrow Instructions. It is expressly agreed by the parties that if the Escrow Agent requires escrow instructions, such shall be executed and delivered for the purpose of enabling the Escrow Agent to complete the exchange of the City Parcel for the San Pedro Parcels and Park Parcel and (the City Parcel, the San Pedro Parcels, and the Park Parcel are collectively referred to as the "Subject Properties") in accordance with this Agreement and that in the event of any conflict between the provisions of any such escrow instructions and this Agreement, the provisions of this Agreement shall be controlling. A copy of this Agreement shall be deposited with the Escrow Agent and thereby constitute a part of any escrow instructions for the applicable Escrows. The obligations of each party which are herein agreed to be undertaken by such party in the Escrow shall be and are hereby made agreements of such party in and under this Agreement independent of any escrow instructions required by the Escrow Agent. If any requirements relating to the duties or obligations of the Escrow Agent hereunder are not acceptable to the Escrow Agent, or if the Escrow Agent requires additional instructions, the parties agree to make such deletions, substitutions and additions to escrow instructions as counsel for the City, SPRE and Barenberg shall mutually approve and which do not substantially change this Agreement or its intent. The City, SPRE and Barenberg further agree to perform, observe and fulfill the requirements of this Agreement notwithstanding said deletions, substitutions or additions to the escrow instructions as in this Section set forth.

4. Closing Costs. Except as otherwise provided in this Agreement, expenses incidental to transfer of title, including recording fees and escrow fees, shall all be paid by and shared equally between SPRE and the City.

5. Condition of Title; Title Insurance.

a. The Escrow Agent is hereby instructed to obtain and deliver to the City and SPRE directly an updated Commitment for Title Insurance together with complete and legible copies of all documents that will remain as exceptions to the policies of Title Insurance for the properties that are the subject of this Agreement, including but not limited to Conditions, Covenants and Restrictions (CC & Rs), deed restrictions, and easements, within 15 days after the Effective Date of this Agreement.

6. Conditions on Future Development. The parties agree that any future development by SPRE or its successors or assigns relating to the City Parcels, and reconfiguring or updating operations of the Golf Course as a result of this land exchange, shall be subject to the following conditions, which will be included in future development agreements and recorded deed restrictions as appropriate:

- a. The roadway between the golf club house and the pond will be eliminated from any future development plan;
- b. Any disruption to the irrigation system to the Golf Course must be mitigated or replaced at the SPRE's expense;
- c. Any impact to parking spaces, the driving range, or watering system from creating a roadway to land between fairways will be mitigated and remedied at SPRE's expense;
- d. SPRE will provide, at its expense, fencing and adequate access control to the newly configured parking lot entrance (with fencing on both sides of the proposed entrance street) to ensure security at the Golf Course;
- e. Ownership and responsibility for maintaining the entrance road will be subject to future discussion between the parties. It is a requirement of this Agreement that the entrance road be constructed and maintained to higher construction and design standards due to the previous use of the property as a landfill, to minimize and prevent settling and other potential problems.

7. Possession. Sole and exclusive possession of the San Pedro Parcel and the Park Parcel will be delivered to the City upon the Closing subject only to the title exceptions approved by the City; and the sole and exclusive possession of the City Parcel will be delivered to SPRE upon the Closing subject only to the title exceptions approved by SPRE and encumbrances assumed by SPRE pursuant to this Agreement.

8. Proration. Non-delinquent real property taxes on the Subject Properties shall be prorated to the Closing.

9. Commissions.

a. By SPRE and Barenberg. SPRE and Barenberg each hereby warrants and represents to the City that it has not entered into any agreement or incurred any obligation which might result in the obligation to pay a sales, brokerage commission or finder's fee on the transaction contemplated hereby. SPRE and Barenberg each hereby agrees to indemnify and

hold the City harmless from and against any liability or responsibility that proximately results from the breach of the foregoing warranty by SPRE or Barenberg.

b. By the City. The City hereby warrants and represents to SPRE that it has not entered into any agreement or incurred any obligation which might result in the obligation to pay a sales, brokerage commission or finder's fee on the transaction contemplated hereby. The City hereby agrees to indemnify SPRE and hold it harmless from and against any liability or responsibility that proximately results from the breach of the foregoing warranty by the City.

10. Survival of representation and warranties. All representations and warranties contained in this Agreement shall survive the Closing.

11. Notices. All notices, requests and other communications under this Agreement shall be given in writing and either (i) personally served on the party to whom it is given, or (ii) mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by private overnight courier such as Federal Express or Airborne, or (iv) transmitted by facsimile (provided that a confirming copy of the facsimile transmission is mailed on the date of such transmission), addressed as follows:

If to the City:

CITY OF BENSON

Attn: _____

Address

Phone

Fax

If to SPRE:

1745 SHEA CENTER DR. S-370
Address HIGHLANDS RANCH CO. 80129
Phone 303-550-3366
Fax

If to Barenberg:

1745 SHEA CENTER DR. S-370
Address HIGHLANDS RANCH CO. 80129
Phone 303-550-3366
Fax

All notices shall be deemed given when delivered or transmitted by facsimile or, if mailed as provided above, on the second day after the day of mailing, and if sent by overnight courier, on the next day after the date of deposit with the courier. Any party may change its address for the receipt of notices at any time by giving written notice thereof to the other parties in accordance with the terms of this section. The inability to deliver notice because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the effective receipt of the notice as of the date of such inability to deliver as rejection or refusal to accept.

12. Condition and Inspection of the Property. The City Parcel, the San Pedro Parcels, and the Park Parcel and any improvements located in or on the respective property, will be conveyed in its "as is" "where is" condition as of the Closing, with no representations or

warranties of any nature whatsoever except as otherwise specifically set forth in this Agreement. Each Party shall have the right to enter upon the property it is acquiring for the purpose of obtaining or updating engineering reports, soils tests, studies and other investigations so long as such Party provides reasonable advance notice to the other Party of any entry and so long as the Party restores those portions of the property impacted by the Party's tests, studies and other investigations to the condition existing prior to the Party's entry thereon.

13. Representations and Warranties. Each Party acknowledges, represents, warrants and covenants to the other Party that the following are true as of the Effective Date and will be true as of the Closing, and the other Party is relying upon:

a. To the best of each Party's actual knowledge, there are no pending, threatened, or contemplated actions, suits, proceedings or investigations, at law or in equity, arising from or relating to this transaction, the City Parcel, the San Pedro Parcel, or the Park Parcel.

b. To the best of each Party's actual knowledge, that Party has not granted any options or rights of first refusal to purchase, or any other interest in the property that Party is to convey under this Agreement, except as is disclosed herein.

c. To the best of each Party's actual knowledge, that Party has received no written notice and has no actual knowledge of any noncompliance with any federal, state, or local laws, regulations, or orders relating to environmental matters with respect to the property that Party will convey under this Agreement, and has no actual knowledge of being a potentially responsible party for a federal, state, or local clean-up site or corrective action with respect to that Party's property.

14. Absolute Right to Terminate Before Closing. Either City or SPRE may terminate this Agreement for any reason or no reason whatsoever, at any time prior to Closing by delivering written notice to the other Party and to Escrow Agent indicating its election to terminate; and such termination shall not result in any claim for damages or any other cause of action in law or equity whatsoever. Upon Escrow Agent's receipt of such notice, this Agreement shall terminate and the Party terminating this Agreement shall promptly pay all escrow fees and charges.

15. Approval of City Council. The obligations of the City pursuant to this Agreement shall be contingent on the approval of this Agreement by the City Council on or before October 1, 2020, and if the City Council does not approve of this Agreement by such date, this Agreement shall be null and void and of no further force or effect.

16. Miscellaneous.

a. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.

b. This Agreement may not be modified except in a writing signed by the Parties.

c. Time is of the essence of this Agreement.

d. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, and any lawsuit to enforce any provision of this Agreement or

to obtain any remedy with respect to this Agreement shall be brought in the Cochise County Superior Court, and for this purpose the Parties expressly and irrevocably consent to the jurisdiction of the Cochise County Superior Court.

e. If either of the Parties fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this Agreement, including, without limitation, court costs and reasonable attorneys' fees.

f. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Agreement.

g. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

h. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors in interest and assigns; provided, however, that no assignment of this Agreement shall in any way relieve the assignor of its obligations under this Agreement.

i. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

j. Exhibits referred to in this Agreement are attached to and incorporated by reference as if set forth in full in this Agreement.

k. Whenever used in this Agreement, the singular shall include the plural and the plural shall include the singular, the male shall include the female gender and a trust, partnership, firm, company or corporation, all as the context and meaning of this Agreement may require.

l. Each party hereby agrees that it will, whenever and as often as it shall be reasonably required by any other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be reasonably necessary in order to complete the transactions and agreements herein provided and to do any and all other acts and to acknowledge, execute and deliver any and all documents which may be reasonably requested in order to reasonably carry out the intent and purposes of this Agreement.

m. If any provision or term of this Agreement shall be held or determined to be unenforceable, the balance of this Agreement shall nevertheless continue in full force and effect, unaffected by such holding or determination. In addition, in any such event, the parties agree that it is their intention and agreement that any such provision or term which is held or determined to be unenforceable as written, shall nonetheless be enforced and binding to the fullest extent permitted by law as though such provision or term had been written in such a manner to such an extent as to be enforceable under the circumstances.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date set forth below their respective signatures.

CITY:

CITY OF BENSON, an Arizona municipal corporation

By: _____
Toney D. King, Sr., Mayor

Date: _____

ATTEST:

Vicki Vivian, City Clerk

APPROVED AS TO FORM:

_____, City Attorney

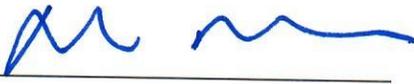
OWNERS:

SAN PEDRO REAL ESTATE, LLC

By: _____
Vicki L. Vivian, City Manager

Date: _____

THOMAS BARENBERG



Date: 8/14/20

27G339302

Exhibit A

Old Republic National Title Insurance Company – Issued by

Pioneer Title Agency, Inc.

Order No.: 00961300-KSL

Your No.: SKT\rrm\2

10/12/2012

Exhibit A

PARCEL I:

That portion of the Northeast Quarter of Section 10, Township 17 South, Range 20 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, more particularly described as follows:

Beginning at the East Quarter Corner of said Section 10, as per plat entitled, "Survey of County Road" recorded in Map Book 11 on Page 11 thereof, Cochise County Records;

thence North 89°52'36" West along the South line of said Northeast Quarter 654.357 feet;

thence North 00°24'41" East 1071.305 feet to the true POINT OF BEGINNING:

thence continuing North 00°24'41" East 614.000 feet;

thence North 89°35'19" West 810.000 feet;

thence South 00°24'41" West 524.044 feet to a point on the Northeasterly right-of-way line of Interstate Highway 10;

thence South 48°16'58" East along said right-of-way line 136.281 feet;

thence South 89°35'19" East 707.626 feet to the true POINT OF BEGINNING.

PARCEL II:

Together with an easement for ingress and egress and utilities, as created in Docket 1549, page 564, over, under and across that portion of the Northeast Quarter of said Section 10, described as follows;

Beginning at the East Quarter Corner of said Section 10;

thence North 89°52'36" West along the Southerly line of said Northeast Quarter 654.357 feet;

thence North 00°24'41" East 516.707 feet to a point on the Northeasterly right-of-way line of Interstate Highway 10, being the beginning of the Westerly line said easement, 50 feet wide lying Easterly of the following described line:

From said point, thence North 00°24'41" East along the Westerly line of said easement 1168.598 feet to the point of termination of the Westerly line of said easement, extending the Easterly line of said easement so as to commence on said Northeasterly right-of-way line and terminating said Easterly line perpendicular to said Westerly line.

Exhibit B

LEGAL DESCRIPTION – 6.03 ACRES

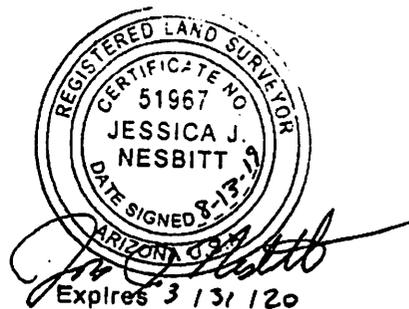
A portion of Sections 3, 10 and 11, Township 17 South, Range 20 East of the Gila and Salt River Meridian, County of Cochise, State of Arizona, more particularly described as follow:

PARCEL I

Commencing at a ¾" iron pipe at the West one-quarter corner of said Section 3, a 2.5" capped iron pipe at the Southwest corner of said Section 3 bears South 00°06'40" East, 2648.77 feet and is the Basis of Bearings for this description;
thence S89°32'31"E for 384.10 feet; thence N28°50'02"E for 81.70 feet;
thence N52°28'19"E for 295.85 feet to the **True Point of Beginning;**

Thence N0°01'15"W for 642.69 feet;
thence S89°24'37"E for 1245.23 feet;
thence S31°30'55"W for 167.64 feet;
thence S53°51'56"W for 51.76 feet;
thence S84°58'01"W for 89.77 feet;
thence S66°46'52"W for 45.89 feet;
thence N0°00'00"E for 133.44 feet;
thence S86°49'48"W for 453.97 feet;
thence S59°57'18"W for 94.07 feet;
thence S48°05'44"W for 278.47 feet;
thence S25°19'25"W for 152.23 feet;
thence S40°39'47"W for 244.40 feet;
thence N45°28'51"W for 24.64 feet to the **True Point of Beginning;**

Contains 6.03 acres, more or less.



LEGAL DESCRIPTION

“Park Parcels”

The Land Referred to herein below is situated in the County of Cochise, State of Arizona, and is described as follows:

Lots 7 thru 12 inclusive, 14, and 19 thru 27 inclusive, Block 27, BRYANS ADDITION, according to Book 1 of Maps, page 24, records of Cochise County, Arizona and set forth in Survey recorded in Book 52 of Surveys, page 84, records of Cochise County, Arizona.

Exhibit C

Special Warranty Deed
Will be available at the Council Meeting