

# CITY OF BENSON CITY COUNCIL JUNE 25, 2018 – 7:00 P.M. REGULAR MEETING

A REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF BENSON, ARIZONA  
WILL BE HELD ON JUNE 25, 2018 AT 7:00 P.M.,  
AT BENSON CITY HALL,  
120 W. 6TH STREET, BENSON, ARIZONA

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Vicki L. Vivian, CMC, City Clerk

## A G E N D A

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

**PUBLIC HEARING:** None

**CALL TO THE PUBLIC:** Communications and comments from the citizens regarding the City of Benson or other matters properly addressed to the City Council shall be heard by the Council. Such remarks shall be addressed to the Council as a whole and shall be limited to five (5) minutes unless this time is adjusted in the discretion of the Mayor or Council. \*\*

**CITY MANAGER 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. Minutes of the June 11, 2018 Regular Meeting
  - 1b. Reappointment of Molly Ingram to the Local Public Safety Personnel Retirement System (PSPRS) Board for the Police Department
  - 1c. Appointment of Brian Williams to the Local Public Safety Personnel Retirement System (PSPRS) Board for the Benson Police Department \*
  - 1d. Resolution 16-2018 of the Mayor and Council of the City of Benson, Arizona, (“City”) approving and authorizing the execution of an Intergovernmental Agreement between the City and the Benson Unified School District #9 (“District”) to permit reciprocal use of the buildings and grounds of the City and the District \*
  - 1e. Resolution 17-2018 of the Mayor and Council of the City of Benson, Arizona, (“City”) approving and authorizing the execution of an Intergovernmental Agreement between the City of Benson and the St. David Unified School District (“District”) to permit reciprocal use of the buildings and grounds of the City and the District \*
  - 1f. Resolution 18-2018 of the Mayor and Council of the City of Benson, Arizona, authorizing the Mayor to enter into that certain Agreement entitled a Base Hospital Medical Direction Agreement with RCHP Sierra Vista, Inc., D/B/A Canyon Vista Medical Center \*
  - 1g. Invoices processed for the period from June 4, 2018 through June 18, 2018 \*
2. Discussion and possible action regarding Resolution 19-2018 of the Mayor and Council of the City of Benson, Arizona, Intergovernmental Agreement for Rural Street Naming and Addressing Services between Cochise County and the City of Benson – **Michelle Johnson, Planning Technician/GIS** \*
3. Discussion and possible action regarding Resolution 20-2018 of the Mayor and Council of the City of Benson, Arizona, approving an Intergovernmental Agreement between Cochise County and the City of Benson for election supplies and services – **Vicki Vivian, CMC, Interim City Manager/City Clerk** \*

4. Discussion and possible action regarding a Commercial Lease Agreement between the Benson Area Food Bank and the City of Benson for a portion of space upon real property located at 370 S. Huachuca Street, Benson, Arizona – **Vicki Vivian, CMC, Interim City Manager/City Clerk** \*
5. Discussion and possible action regarding the adoption of the City of Benson Strategic Action Plan for Fiscal Years 2019-2020 – **Vicki Vivian, CMC, Interim City Manager/City Clerk** \*

**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 22nd day of June, 2018

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.

## Meetings

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- Tuesday, June 26, 2018** – City Council Worksession – Budget, 6:00 p.m., City Hall
- Tuesday, July 3, 2018** – Planning & Zoning Meeting, 7:00 p.m., City Hall
- Monday, July 9, 2018** – City Council Regular Meeting, 7:00 p.m., City Hall

## Events

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- Thursday, June 28, 2018** – **Benson Public Library** – Libraries Rock – Free summer reading program from 10:30 a.m. to 11:30 a.m. offering activities, crafts, prizes, books and special guests and entertainment. All ages are welcome and must be accompanied by an adult. Please see the City’s website for details.
- Saturday, June 30, 2018** – The Brighten The Path crew is at it again! They are organizing another trash clean-up day for Saturday, June 30. This time they will be concentrating on the alleys through the city streets and hauling away the large discarded items that have accumulated there. They are asking for volunteers again. They need people (“foot soldiers”) and pickup trucks and trailers. The idea is to drive slowly through the alleys with people walking along side to load the pickups and trailers with the trash. They will then have the drivers take the trash to the transfer station.
- If you or someone you know would like to volunteer to help please contact Elton Bowman.
- July** – **Benson City Pool** –  
Friday, July 6 – Trivia Date Night at the Pool! 18 & over compete for prizes! Drop off the kids at the Community Center for food & crafts! 6:00-9:00 p.m.  
Information on this event, swim lessons, active adult swim hours and the pool activity schedule is available at [www.cityofbenson.com](http://www.cityofbenson.com)
- June/July** – Summer Recreation Programs – The Recreation Department offers many activities such as:
- Karate Camp
  - Let’s Cook Camp
  - Archery Camp
  - Self-Defense Camp
  - Babysitting CPR/First Aide
  - Soccer Camp
  - Baseball Camp
  - Gymnastics Camp
  - Wrestling Camp
  - Dance & Cheer Camp
- More activities and programs are in place. Information on activities and camps are available at [www.cityofbenson.com](http://www.cityofbenson.com) under “Summer Programs”
- Wednesday, July 4, 2018** – **Holiday – City Offices will be closed**
- Benson’s Annual 4th of July Celebration - Festivities begin at 9:00 a.m. with the parade and will run all day long at Lions Park. The City’s fireworks show will begin at 8:30 p.m. followed by a dance until 10:00 p.m. concluding the celebration. For a full schedule of the event go to [www.cityofbenson.com](http://www.cityofbenson.com) under “Summer Programs”

# JULY 2018

FOR MORE INFORMATION VISIT [WWW.CITYOFBENSON.COM](http://WWW.CITYOFBENSON.COM)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 Planning and Zoning 7:00 p.m.	 Holiday - City Offices Closed	5	6 Trivia Date Night at the Pool 6-9:00 p.m. 18 & over, Compete for prizes! Drop off the kids at the Community Center for food & crafts!	7 Dive-in Movie "DC Justice League" Gates open: 7:30 p.m. Movie starts: 8:00 p.m. Capacity: 100
8	9 City Council Meeting 7:00 p.m.	10	11	12	13	14
15	16	17	18	19	20	21 Historic Preservation Commission 9:00 a.m.
22	23 City Council Meeting 7:00 p.m.	24 Community Watershed Alliance 6:30 p.m.	25	26	27	28 Wrap Up Pool Party 11 a.m. - 5 p.m. Free Admission Sponsored by: Sun Valley Rides Carnival
29	30	31				

# City of Benson City Council Communication

Regular Meeting

June 25, 2018



To: Mayor and Council

Consent Agenda Item # 1a

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

Subject:

Minutes of the June 11, 2018 Regular Meeting

Discussion:

Attached are the minutes of the June 11, 2018 Regular Meeting.

Staff Recommendation:

Council pleasure

**THE REGULAR MEETING  
OF THE MAYOR AND CITY COUNCIL OF BENSON, ARIZONA  
HELD JUNE 11, 2018 AT 7:00 P.M.  
AT CITY HALL, 120 W. 6TH STREET, BENSON, ARIZONA**

**CALL TO ORDER:**

Mayor King called the meeting to order at 7:07 p.m. with the Pledge of Allegiance.

**ROLL CALL:**

Present were: Mayor Toney D. King Sr., Vice Mayor Joe Konrad, Councilmembers Pat Boyle, Lupe Diaz, Larry Dempster, Levi Garner and David Lambert. Mayor King introduced Pastor Kirk Sorensen of the First Assembly of God who offered the invocation.

**EMPLOYEE RECOGNITION:** Mayor King recognized Cameron Judd for 5 years of service and Jaime Hedges for 5 years of service with the City.

**PROCLAMATION:** None

**CALL TO THE PUBLIC:**

Andrew Abernathy, S. Mesquite Street, Benson, stated he would like to thank the Council for holding a worksession on the Quiet Zone.

George Scott, E. 4th Street, Benson, the Director of the Southeast Arizona Economic Development Group, stated he would like the thank the City for holding a worksession on the Quiet Zone.

Paul Lotsof, a non-resident and business owner of the Cave FM radio station in Benson, addressed the Council about the Golf Course, stating the City needs a golf pro who would also be a General Manger and he didn't know what Joe Del Vecchio's credentials are. Mr. Lotsof then stated the best suggestion would be to close the golf course.

Elton Bowman, S. Ocotillo Street, Benson, stated the group "Brighten the Path" would be holding another event to pick up trash in Benson on June 30th. Mr. Bowman then stated they would have pick-up trucks with trailers to help with the trash pick-up and they will be concentrating on alleys. Mr. Bowman then stated the Brighten the Path group is looking to hold such an event every 3 months to clean up the City.

Tricia Gerrodette, Eagle Ridge Dr, Sierra Vista, read quotes from various media sources about El Dorado's proposed development and the anticipated start dates, dating back to 2014 and noted the development still hasn't moved forward. Ms. Gerrodette then stated the 10 development agreements that were approved by the City of Benson in December 2017 were signed by Mike Reinbold on behalf of El Dorado Benson and El Dorado Holdings and were recorded with the County Recorder but were not signed by the Chairman of the district Boards. Ms. Gerrodette then stated it was her understanding that the agreements for the 10 special taxing districts are therefore not yet in effect, as they haven't yet been signed by all parties. Ms. Gerrodette then stated that may be a good thing, because none of the appointed Boards of Directors has had a known public meeting, but it's hard for her to believe that the people appointed to those boards haven't had some discussion about the districts' business in almost 6 months. Ms. Gerrodette then stated if they have had some discussion, though, it will have been illegally, as they must now have their discussions in public, as elected officials of an entity of the State of Arizona. Ms. Gerrodette then stated if anyone is aware of any meetings of any of the Boards of any of the 10 special taxing districts, she is asking them to share the information with the public.

Kirk Sorensen, W. 5th Street, Benson, Pastor from the First Assembly of God, stated the 4th of July is coming up and at the event, his church will have food vending booths and inflatable water slides where the citizens can buy a \$5 wrist band and enjoy the waterslides all day, as well as a dunk tank. Pastor Sorensen then stated this will be

the third year doing a dunk tank and community leaders of all walks have volunteered. Pastor Sorenson then stated his church would like to challenge the Council to fill the open spots for the dunk tank, adding the price has been lowered to \$.25 a ball to get more citizens involved. Pastor Sorenson then stated the money raised will be used for community services, adding his church provides the Benson School employees with free breakfast the week school starts. Mayor King then stated Pastor Sorenson and his church do an amazing job; then invited the Council to participate in the dunk tank, adding that is the only time the Council can talk trash. Councilmember Dempster the stated he would like to volunteer everyone on the Council to participate in the dunk tank.

Barbara Nunn, E. La Cuesta Drive, Benson, stated she really didn't think anything could get her up to the podium again, but a new low was achieved by the Cave eyesore and Mr. Lotsof's despicable comments about Mayor King's speech impediment. Ms. Nunn then asked Mr. Lotsof if he even realized what a disability is; then stated Mr. Lotsof obviously doesn't or he never would have made such a disgusting comment. Ms. Nunn then asked Mr. Lotsof if that is what he is referring to when Mr. Lotsof says he takes pride in the radio station's service to the people in their coverage area. Ms. Nunn then stated all people with disabilities in Benson should beware because they could be next. Ms. Nunn then stated she hasn't always agreed with Mayor King and she has said so at the podium, but what Mr. Lotsof did was wrong. Ms. Nunn then stated she has also heard some sly comments about her listening to the eyesore, but she doesn't need to listen as several of her neighbors keep her informed about the latest drivel over the airwaves. Ms. Nunn then stated she does listen to the radio station on Tuesday mornings, so she can hear how the facts are misconstrued by Mr. Lotsof, adding he changes the context by editing it for his own agenda and asked if Mr. Lotsof keeps the truth on a separate hard drive, much like the whole child pornography nightmare. Ms. Nunn then asked Mr. Lotsof if he had any idea how much money the golf course brings to Benson, adding for 6 months of the year restaurants are full, grocery stores are crowded, gas stations are busy and retail shopping is booming. Ms. Nunn then stated if the golf course were closed, everyone could watch how the RVers would go somewhere else to spend their money.

David Thompson, E. La Cuesta Drive, Benson, stated he takes umbrage as the Airport Coordinator, adding the airport must be safe. Mr. Thompson then stated all the work involved in keeping the airport safe equals to the pay at McDonald's. Mr. Thompson then stated annexing parcels into the City doesn't cost the City anything.

Mayor King then stated he wanted to comment on Ms. Gerrodette's statement, adding he is not aware of any District Boards' meetings.

## **CITY MANAGER REPORT:**

Interim City Manager Vicki Vivian addressed Council, giving the dates of upcoming meetings and events.

Monday, June 25, 2018 – City Council Regular Meeting, 7:00 p.m., City Hall  
Tuesday, June 26, 2018 – Community Watershed Alliance, 6:30 p.m., City Hall

June – City Pool  
Friday, June 15 – Friday Evenings at the Pool, 6:00 p.m.–9:00 p.m., Game Night, neon theme night with glow sticks, glow necklaces and glow bracelets. Raffle prizes! Other Friday Evening events will be held on July 6.

Saturday, June 16 – Dive in Movie “Pirates – Dead Men Tell No Tales”. Gates open: 7:30 p.m. Movie Starts: 8:00 p.m. Capacity: 100

Information on these events, swim lessons, active adult swim hours and the pool activity schedule is available at [www.cityofbenson.com](http://www.cityofbenson.com)

– Benson Public Library  
Thursday, June 14 – Libraries Rock – Free summer reading program from 10:30 a.m. to 11:30 a.m. offering activities, crafts, prizes, books and special guests and entertainment. All ages are welcome and must be accompanied by an adult. Other dates for this program are June 21 and June 28, please see the City's website for details.

- Friday, June 22, 2018 – Movie in the Park, “Jumanji – Welcome to the Jungle” rated PG-13, will be showing in Lions Park at dusk (7:00 p.m.), Arrive at 6:30 p.m. for free popcorn and sodas (while supplies last.)
- Saturday, June 30, 2018 – The Brighten the Path crew is at it again! They are organizing another trash clean-up day for Saturday, June 30. This time they will be concentrating on the alleys through the city streets and hauling away the large discarded items that have accumulated there. They are asking for volunteers again. They need people (“foot soldiers”) and pickup trucks and trailers. The idea is to drive slowly through the alleys with people walking along side to load the pickups and trailers with the trash. They will then have the drivers take the trash to the transfer station.
- If you or someone you know would like to volunteer to help, please contact Elton Bowman.
- June/July – Summer Recreation Programs – The Recreation Department offers many activities such as:
- Let’s Cook Camp
  - Tennis Camp
  - Kartchner Caverns State Park – Tuesdays in June Camp
  - Karate Camp
  - Baseball Camp
  - Basketball Camp
  - Volleyball Camp
  - Dance & Cheer Camp
  - Soccer Camp
  - Wrestling Camp
  - Gymnastics Camp
  - Self-Defense Camp
  - Archery Camp
  - Arts & Crafts

Ms. Vivian then stated there are more activities and programs in place. Information on activities and camps are available at [www.cityofbenson.com](http://www.cityofbenson.com) under “Summer Programs”.

**NEW BUSINESS:**

**1. Discussion and possible action on the Consent Agenda**

- 1a. Reappointment of Kathleen Bushman to the Benson Library Advisory Board
- 1b. Reappointment of Ina Jones to the Benson Library Advisory Board
- 1c. Reappointment of Jeannine Lockwood to the Benson Library Advisory Board
- 1d. License Agreement between the Friends of the Benson Library and the City of Benson, Arizona, for the use of Property located at 197 E. 7th Street, Benson, Arizona
- 1e. Resolution 13-2018 of the Mayor and Council of the City of Benson, Arizona, authorizing the City Manager and/or the Police Chief to apply for a grant from the Tohono O’odham Nation to purchase new Police Equipment
- 1f. Resolution 14-2018 of the Mayor and Council of the City of Benson, Arizona, authorizing the City Manager and/or the Fire Chief to apply for a grant from the Tohono O’odham Nation to purchase new Fire Equipment
- 1g. Invoices processed for the period from May 5, 2018 through May 17, 2018
- 1h. Invoices processed for the period from May 18, 2018 through June 3, 2018

Vice Mayor Konrad moved to approve the Consent Agenda. Seconded by Councilmember Diaz. Motion passed 7-0.

2. **Discussion and possible action regarding Ordinance 589 of the Mayor and Council of the City of Benson, Arizona, extending and increasing the corporate limits of the City of Benson, Cochise County, Arizona, pursuant to the provision of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and Amendments thereto, by annexing thereto certain territory contiguous to the existing City limits of the City of Benson**

Interim City Manager Vicki Vivian stated Ordinance 589 annexes property, owned by El Paso Gas, now Kinder Morgan, that when originally annexed, contained scribner's errors (errors in the legal descriptions), which were discovered by Cochise County during the process of updating their "next generation 911" system. Ms. Vivian then stated GIS/Planning Technician Michelle Johnson spoke to the property owner and confirmed a request to be re-annexed, adding Ordinance 589 sets forth a true and correct description of the boundaries of the proposed area to be annexed and designates that the property will be zoned RT (Rural Transitional); equivalent to the current County zoning of RU4 (Residential). Ms. Vivian then stated this ordinance is also the final step in the annexation process for the property, which is located near Interstate 10, Mile Marker 303, as all requirements have now been fulfilled with the most recent actions being a public hearing held on April 23, 2018, followed by the required petition for annexation signed by the property owner.

Councilmember Boyle moved to approve Ordinance 589. Seconded by Councilmember Lambert. Motion passed 7-0

3. **Discussion and possible action regarding Ordinance 590 of the Mayor and Council of the City of Benson, Arizona, extending and increasing the corporate limits of the City of Benson, Cochise County, Arizona, pursuant to the provision of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and Amendments thereto, by annexing thereto certain territory contiguous to the existing City limits of the City of Benson**

Interim City Manager Vicki Vivian stated Ordinance 590 annexes property, partially owned by ADOT and partially a right-away owned by a gentleman out of state who also owns additional frontage on 4th Street, that when originally annexed, contained scribner's errors (errors in the legal descriptions), which were discovered by Cochise County during the process of updating their "next generation 911" system. Ms. Vivian then stated GIS/Planning Technician Michelle Johnson spoke to the property owner and confirmed a request to be re-annexed, adding Ordinance 590 sets forth a true and correct description of the boundaries of the proposed area to be annexed and designates that the property will be zoned RT (Rural Transitional); equivalent to the current County zoning of RU4 (Residential). Ms. Vivian then stated this ordinance is also the final step in the annexation process for the property, which is located near Interstate 10, Mile Marker 303, as all requirements have now been fulfilled with the most recent actions being a public hearing held on April 23, 2018, followed by the required petition for annexation signed by the property owner.

Councilmember Garner moved to approve Ordinance 590. Seconded by Vice Mayor Konrad. Motion passed 7-0.

4. **Discussion and possible action regarding a Right-of-Way Joint Use Agreement between Arizona Electric Power Cooperative, Inc. and the City of Benson**

Chief of Police Paul Moncada stated for several years, the Police and Fire Departments have had agreements in place to rent space for communications equipment on a tower on Adams Peak in Texas Canyon, which requires an agreement with AEPSCO and the State Land Department. Chief Moncada then stated now State Land and APECO are requiring an agreement for the Right-of-Way road up to the site on top of Adams Peak, adding the agreement has been negotiated by the City Attorneys.

Councilmember Boyle moved to approve the Right-of-Way Joint Use Agreement between Arizona Electric Power Cooperative, Inc. and the City of Benson. Seconded by Councilmember Garner. Motion passed 7-0.

5. **Discussion and possible action regarding the Adoption of the Benson Area Transit Program Civil Rights Policies (Revised Civil Rights Policies – Title VI)**

Interim City Manager Vicki Vivian stated this is a required policy for the City of Benson Transit and must be adopted for the City to receive the Federal Transit Authority (FTA) funds for the Benson Area Transit Program, adding Council adopted a previous version in 2016, but the current version is updated with the new FTA Civil Rights Policies that must be adopted.

Councilmember Boyle moved to approve the Benson Area Transit Program Civil Rights Policies (Revised Civil Rights Policies – Title VI). Seconded by Councilmember Diaz. Motion passed 7-0.

6. **Discussion and possible action regarding the Noncriminal Justice User Agreement for Federal and State Access (Fingerprint Submission) between the Arizona Department of Public Safety and the City of Benson**

Interim City Manager Vicki Vivian stated this agreement must be in place to allow the City continued access to the State's fingerprint and information system when conducting background checks on prospective City employees who will be in contact with minors during their employment. Ms. Vivian then stated the Council originally approved a similar agreement for this purpose in December, 2004, but the agreement has been modified since then and the Department of Public Safety is requesting the Council approve the new agreement.

Mayor King moved to approve the Noncriminal Justice User Agreement for Federal and State Access (Fingerprint Submission) between the Arizona Department of Public Safety and the City of Benson. Seconded by Councilmember Garner. Motion passed 7-0.

7. **Discussion and possible action regarding Resolution 15-2018 of the Mayor and Council of the City of Benson, Arizona, directing the City's Banking partners to recognize the signatures of said officers on electronic fund transfers, checks for deposit and/or withdrawal; and declaring an emergency with respect to this resolution**

Interim City Manager Vicki Vivian stated the proposed resolution authorizes the Mayor, Council, Interim City Manager/City Clerk and the new Finance Director to sign bank transfers and checks for deposit and/or withdrawal. Ms. Vivian stated with all Councilmembers named in the resolution, there would be a total of 9 authorized personnel to sign checks, adding 2 signatures are required, and noted this gives Staff the ability to have checks executed when some of the authorized persons are not available. Ms. Vivian then stated as a policy, one member of the Council and one member of Staff will sign checks, providing one of the many checks and balances the Finance Department maintains; however, should circumstances arise with Staff not being available, two Councilmembers may be asked to sign checks; then noted a process has been put into place in the Finance Department to offset this before two Councilmembers are asked to sign checks.

Councilmember Lambert asked if the resolution was the same as past resolutions. Ms. Vivian stated the only difference from the previous resolution addressing this subject is the addition of the named Finance Director.

Councilmember Lambert moved to approve Resolution 15-2018. Seconded by Vice Mayor Konrad. Motion passed 7-0.

8. **Discussion and possible action about obtaining Railroad Quiet Zones for the City of Benson; may include action regarding feasibility, funding options, and the research of opportunities to achieve Quiet Zones, including the approval of outside persons to pursue obtaining Railroad Quiet Zones**

Interim City Manager Vicki Vivian stated at the May 14 Council meeting, Ms. Najayyah Many Horses and Andrew Abernathy both addressed the Council regarding Quiet Zones in the City of Benson, adding Ms. Many Horses submitted petitions seeking the establishment of the Quiet Zones (and letters regarding the railroad noise) after her remarks to the Council, which were emailed to the Council. Ms. Vivian then stated after the Call to the Public, Councilmember Boyle requested a worksession on Quiet Zones and Councilmember Lambert requested an action item be placed on the regular meeting agenda. Ms. Vivian then stated also, since that time, a letter from

Southeast Arizona Economic Development Group (SAEDG) was delivered to the Administration office at City Hall regarding the Quiet Zones requesting the formation of a Task Force chaired by former Benson Mayors George Scott, Mr. David DiPeso and Mr. Mark Fenn. Ms. Vivian stated SAEDG requests that the Task Force be given “authorization to talk to the Union Pacific Railroad, Arizona Department of Transportation and other organizations” to bring back (to the Council) workable solutions to the Quiet Zones from any and all agencies that would be involved, adding the letter is also seeking that Council direct Staff to cooperate and assist in the project. Ms. Vivian then stated she would like to note that prior to the May 14 Council meeting, she met with Mr. Scott, Ms. Many Horses and Ms. Carol Treuber regarding the Quiet Zones and informed them that she and Staff would be happy to meet with all parties regarding the establishment of Quiet Zones and was open to researching and exploring possibilities to bring back to Council for action, but that it would have to be after the adoption of the budget. Ms. Vivian then stated the worksession was held prior to this Council meeting and this item is on the agenda to allow Council to take action, should they choose to do so.

Councilmember Lambert stated there needs to be action taken after the worksession, adding the City has been talking about the Quiet Zone for three years now but has not done anything about it. Mayor King stated three former Mayors have been spearheading this project, adding he does not want this to die and wants to get the ball rolling as soon as possible. Mayor King stated the requested Task Force would have 3 mayors looking into this and they also know what it’s like to be on the dias. Mayor King then stated the Quiet Zone Task Force will need to inform staff and be courteous about it and keep the Council up to date. Vice Mayor Konrad asked if there was a structure on how the information is going to flow if the Task Force were formed with Mr. Scott stating the Task Force will be doing the research and come back to Council with their research findings. Mayor King then stated it’s nice to have outside help to work with and there are 3 quality people who are willing to take on this task.

Councilmember Lambert moved to approve Interim City Manager Vicki Vivian appointing people as needed to a Task Force for the Quiet Zone, adding this motion will allow Ms. Vivian full authorization to approve a Task Force to conduct research on the Quiet Zone and bring the information back to Council. After a brief discussion, Council asked for the motion to be restated.

Councilmember Lambert moved to approve Interim City Manager Vicki Vivian be given authority to appoint people to a Quiet Zone Task Force. Seconded by Councilmember Boyle. Motion passed 7-0.

**DEPARTMENT REPORTS:** No comments from Council.

**ADJOURNMENT:**

Councilmember Boyle moved to adjourn at 8:07 p.m. Seconded by Councilmember Garner. Motion passed 7-0.

ATTEST:

\_\_\_\_\_  
Toney D. King, Sr., Mayor

\_\_\_\_\_  
Vicki L. Vivian, CMC, City Clerk

# City of Benson City Council Communication

Regular Meeting

June 25, 2018



To: Mayor and Council

Consent Agenda Item # 1b

From: Paul Moncada, Chief of Police

## Subject:

Reappointment of Molly Ingram to the Local Public Safety Personnel Retirement System (PSPRS) Board for the Benson Police Department

## Discussion:

The City of Benson entered into a Joinder Agreement with the Arizona Public Safety Personnel Retirement System. The laws governing the retirement system state that if a City has both the Police Department and the Fire Department in the retirement system then the Chairman and the Citizen members shall be the same.

The rules of the system require that the Chairman be the Mayor of the City or his designee. Then there are (2) two citizens at large and (2) two members of the board elected by the department members.

This is a 5-member board in which each member serves for a 4-year term.

Sworn member Molly Ingram's term expires July 1, 2018. The Benson Police Department PSPRS' sworn members voted and re-elected Molly Ingram to another term. The members also elected Brian Williams to serve a new term.

At this time, if Council reappoints Molly Ingram, she will each be given a 4-year term that will expire July 1, 2022.

## Staff Recommendation:

Reappointment of Molly Ingram to the Local Public Safety Personnel Retirement System (PSPRS) Boards for the Benson Police Department

# City of Benson City Council Communication

Regular Meeting

June 25, 2018



To: Mayor and Council

Consent Agenda Item # 1c

From: Paul Moncada, Chief of Police

## Subject:

Appointment of Brian Williams to the Local Public Safety Personnel Retirement System (PSPRS) Board for the Benson Police Department

## Discussion:

The City of Benson entered into a Joinder Agreement with the Arizona Public Safety Personnel Retirement System. The laws governing the retirement system state that if a City has both the Police Department and the Fire Department in the retirement system then the Chairman and the Citizen members shall be the same.

The rules of the system require that the Chairman be the Mayor of the City or his designee. Then there are (2) two citizens at large and (2) two members of the board elected by the department members.

This is a 5-member board in which each member serves for a 4-year term.

Sworn member Molly Ingram's term expires July 1, 2018. The Benson Police Department PSPRS' sworn members voted and re-elected Molly Ingram to another term. The members also elected Brian Williams to serve a new term.

At this time, if Council appoints Brian Williams, he will each be given a 4-year term that will expire July 1, 2022.

## Staff Recommendation:

Appointment of Brian Williams to the Local Public Safety Personnel Retirement System (PSPRS) Boards for the Benson Police Department

# City of Benson City Council Communication

Regular Meeting

June 25, 2018



To: Mayor and Council

Consent Agenda Item # 1d

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

## Subject:

Resolution 16-2018 of the Mayor and Council of the City of Benson, Arizona, ("City") approving and authorizing the execution of an Intergovernmental Agreement between the City and the Benson Unified School District #9 ("District") to permit reciprocal use of the buildings and grounds of the City and the District

## Discussion:

This resolution approves and authorizes the Intergovernmental Agreement (IGA) between the Benson Unified School District #9 and the City of Benson for public parks, recreation and sports facilities. The (IGA) reflects a full definition of roles and responsibilities.

## Staff Recommendation:

Approval of Resolution 16-2018

**RESOLUTION 16-2018**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, (“CITY”) APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE BENSON UNIFIED SCHOOL DISTRICT #9 (“DISTRICT”) TO PERMIT RECIPROCAL USE OF THE BUILDINGS AND GROUNDS OF THE CITY AND THE DISTRICT**

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

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

WHEREAS, the City and the District desire to avail themselves of all provisions of law applicable to the Agreement and desire to jointly exercise their powers as provided for in A.R.S. § 11-952 *et seq.*; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Benson, Arizona, that the City hereby approves the Intergovernmental Agreement between the City of Benson and the Benson Unified School District #9, attached hereto as Exhibit “A”, and the Mayor is hereby directed to execute said Agreement on behalf of the City of Benson.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, this 25th day of June, 2018.

\_\_\_\_\_  
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"  
Intergovernmental Agreement

## **INTERGOVERNMENTAL AGREEMENT**

### **PUBLIC PARKS, RECREATION AND SPORTS FACILITIES**

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

#### **I. Purpose**

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

#### **II. Authorization**

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

#### **III. Term**

This Agreement will commence after it has been reviewed by counsel and executed by all parties and will end on the 30th day of June, 2019. Thereafter, it may be renewed for a one-year successive term.

#### **IV. Responsibilities of Districts**

The District agrees to:

1. Allow the City to use its facilities (e.g. gymnasiums, weight room, classrooms and athletic fields) for public parks/recreation and supervised activities, provided that the City's use does not interfere with the operation or activities of the District.
2. Notify the City Manager or his designee in a timely manner if a proposed City use of facilities pursuant to this Agreement will interfere with the District's activities or operations or a custodial or maintenance schedule.
3. Continue, at no cost to the City, maintenance and custodial services of facilities, at a level at least equal to that during the year immediately preceding the initiation of this Agreement.
4. Pay any reasonable utility charges attributed to the City's use of District's facilities pursuant to this Agreement. "Reasonable" shall mean that the utility cost to the District during the time in which additional utility costs are incurred shall not to exceed five (5%) of District's utility usage for the same time period during the 2016-2017 school year.
5. Pay any utility charges attributable to the District's use of City facilities in excess of what the City is agreeing to pay under this Agreement.

6. Issue all keys the City deems essential for City use. Notify the City immediately of any alleged misuse of district property by City key holders.

7. Provide to the City Manager a list of City facilities the District wishes to use, together with a proposed use schedule, in sufficient time to allow the City to review the proposed use and notify the District whether a conflict or other unavailability exists, and if so, whether there are alternate facilities available.

V. Responsibilities of City

The City agrees to:

1. Allow the District to use City athletic fields and the City's pool for District educational and recreational programs, so long as District's activities are all appropriately supervised by the District, and provided that the School District's use does not interfere with the operating activities of the City.

2. Notify the District Superintendent or his designee in a timely manner if a proposed District use of City facilities pursuant to this Agreement will interfere with the City's activities or operations or a custodial or maintenance schedule.

3. Use District facilities solely for recreational, educational and athletic activities, including training of the City's first responders; provide adequate adult supervision of any activities, and conduct all activities in a safe, responsible manner.

4. Pay any reasonable utility charges attributed to the District's use of City facilities pursuant to this Agreement. "Reasonable" shall mean that the utility cost to the City during the time in which additional utility costs are incurred shall not to exceed five (5%) of District's utility usage for the same time period during the prior calendar year.

5. Pay any utility charges attributable to the City's use of District facilities in excess of what the City is agreeing to pay under this Agreement.

6. Provide to the District Superintendent a list of the District facilities the City wishes to use for its recreational activities, together with a proposed use schedule, in sufficient time to allow the District to review the proposed use and notify the City whether a conflict or other unavailability exists,.

7. Keep a log of District keys issued. City agrees such keys shall not be copied or distributed beyond those named by the City as being entitled to the keys for City use. City agrees that should individuals who have been issued keys utilize District facilities for personal use or permit others to use the facilities for their personal use, City shall discipline those individuals and require such individuals to return the issued keys. "Personal use" shall be defined as any use other than City approved public parks/recreation activities.

8. Ensure that any use of the District facilities complies with District prohibitions against the possession or use of drugs, alcohol, tobacco products or weapons on school property.

Weapons may be carried by law enforcement officers while enforcing state law on district property and others may secure permission from the District to carry or use weapons for specific limited purposes including, but not limited to, firearm safety courses, Junior Reserved Officer Training Corps (JROTC) classes or martial arts demonstrations.

#### VI. Responsibility I Liability Insurance

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

#### VII. Administrative Contacts

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

City of Benson: Benson School District:

#### VIII. Financing

City Manager Superintendent of Schools

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

#### IX. Termination

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

#### X. Disposal of Property upon Termination

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

#### XI. Preparation of Agreement - Disclosure

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

#### XII. Records

All accounts, reports, files and other records relating to this Agreement shall be kept for five (5) years after termination of this Agreement and shall be open to reasonable inspection and audit by the other Party during that period.

#### XIII. Employee Worker Eligibility

By entering into the contract, each Party warrants compliance with A.R.S. § 41-4401, A.R.S § 23-214(A), the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Either Party may request verification of compliance from any contractor or subcontractor performing work under this contract. Each Party reserves the right to confirm compliance. Should either Party suspect or find that the other Party or any of its subcontractors are not in compliance, that Party may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary for compliance are the responsibility of each Party.

#### XIV. Compliance with Nondiscrimination Laws

The Parties, their employees and their volunteers shall not discriminate against any employee, applicant for employment, student, parent, volunteer, community member, or contractor based upon race, color, national origin, sex, age, religion, disability, genetic code, political affiliation, or veteran's status.

#### XV. Worker's Compensation

An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this IGA, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any worker's compensation benefits which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation."

XVI. Cancellation

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

XVII. Israel

In accordance with A.R.S. § 35-393.01, each party certifies that it is currently not engaged in, and for the duration of this Agreement agrees not to engage in, a boycott of Israel.

XVIII. Rights of Parties Only.

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

XIX. Invalidity of Any Part of IGA

The parties agree that should any part of this IGA be held to be invalid or void, the remainder of the IGA shall remain in full force and effect with those offending portions omitted.

XX. Governing Law

This IGA shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

XXI. Counterparts.

This IGA may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the IGA.

XXII. Authority of Parties.

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

XXIII. Entire Agreement

This document constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representation, commitments, writings, agreements and all other communications between parties.

[SIGNATURE PAGE FOLLOWS.]

City of Benson:

Benson Unified School District:

\_\_\_\_\_  
Toney D. King, Sr., Mayor, City of Benson

W. Mortensen  
\_\_\_\_\_  
Micah Mortensen, Superintendent of Schools

\_\_\_\_\_  
Date

4-17-18  
\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
City's Attorney

Larayne B. Pardee  
\_\_\_\_\_  
District's Attorney

\_\_\_\_\_  
Date

April 5, 2018  
\_\_\_\_\_  
Date

# City of Benson City Council Communication

Regular Meeting

June 25, 2018



To: Mayor and Council

Consent Agenda Item # 1e

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

## Subject:

Resolution 17-2018 of the Mayor and Council of the City of Benson, Arizona, ("City") approving and authorizing the execution of an Intergovernmental Agreement between the City of Benson and the St. David Unified School District ("District") to permit reciprocal use of the buildings and grounds of the City and the District

## Discussion:

This resolution approves and authorizes the Intergovernmental Agreement (IGA) between the St. David Unified School District and the City of Benson for public parks, recreation and sports facilities. The (IGA) reflects a full definition of roles and responsibilities.

## Staff Recommendation:

Approval of Resolution 17-2018

**RESOLUTION 17-2018**

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

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

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

WHEREAS, the City and the District desire to avail themselves of all provisions of law applicable to the Agreement and desire to jointly exercise their powers as provided for in A.R.S. § 11-952 *et seq.*; and

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, this 25th day of June, 2018.

\_\_\_\_\_  
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"  
Intergovernmental Agreement

## **INTERGOVERNMENTAL AGREEMENT**

### **PUBLIC PARKS, RECREATION AND SPORTS FACILITIES**

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

#### **I. Purpose**

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

#### **II. Authorization**

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

#### **III. Term**

This Agreement will commence after it has been reviewed by counsel and executed by all parties and will end on the 30th day of June, 2019. Thereafter, it may be renewed for a one-year successive term.

#### **IV. Responsibilities of Districts**

The District agrees to:

1. Allow the City to use its facilities (e.g. gymnasiums, weight room, classrooms and athletic fields) for public parks/recreation and supervised activities, provided that the City's use does not interfere with the operation or activities of the District.
2. Notify the City Manager or his designee in a timely manner if a proposed City use of facilities pursuant to this Agreement will interfere with the District's activities or operations or a custodial or maintenance schedule.
3. Continue, at no cost to the City, maintenance and custodial services of facilities, at a level at least equal to that during the year immediately preceding the initiation of this Agreement.
4. Pay any reasonable utility charges attributed to the City's use of District's facilities pursuant to this Agreement. "Reasonable" shall mean that the utility cost to the District during the time in which additional utility costs are incurred shall not to exceed five (5%) of District's utility usage for the same time period during the 2016-2017 school year.
5. Pay any utility charges attributable to the District's use of City facilities in excess of what the City is agreeing to pay under this Agreement.

6. Issue all keys the City deems essential for City use. Notify the City immediately of any alleged misuse of district property by City key holders.

7. Provide to the City Manager a list of City facilities the District wishes to use, together with a proposed use schedule, in sufficient time to allow the City to review the proposed use and notify the District whether a conflict or other unavailability exists, and if so, whether there are alternate facilities available.

#### V. Responsibilities of City

The City agrees to:

1. Allow the District to use City athletic fields and the City's pool for District educational and recreational programs, so long as District's activities are all appropriately supervised by the District, and provided that the School District's use does not interfere with the operating activities of the City.

2. Notify the District Superintendent or his designee in a timely manner if a proposed District use of City facilities pursuant to this Agreement will interfere with the City's activities or operations or a custodial or maintenance schedule.

3. Use District facilities solely for recreational, educational and athletic activities, including training of the City's first responders; provide adequate adult supervision of any activities, and conduct all activities in a safe, responsible manner.

4. Pay any reasonable utility charges attributed to the District's use of City facilities pursuant to this Agreement. "Reasonable" shall mean that the utility cost to the City during the time in which additional utility costs are incurred shall not to exceed five (5%) of District's utility usage for the same time period during the prior calendar year.

5. Pay any utility charges attributable to the City's use of District facilities in excess of what the City is agreeing to pay under this Agreement.

6. Provide to the District Superintendent a list of the District facilities the City wishes to use for its recreational activities, together with a proposed use schedule, in sufficient time to allow the District to review the proposed use and notify the City whether a conflict or other unavailability exists,.

7. Keep a log of District keys issued. City agrees such keys shall not be copied or distributed beyond those named by the City as being entitled to the keys for City use. City agrees that should individuals who have been issued keys utilize District facilities for personal use or permit others to use the facilities for their personal use, City shall discipline those individuals and require such individuals to return the issued keys. "Personal use" shall be defined as any use other than City approved public parks/recreation activities.

8. Ensure that any use of the District facilities complies with District prohibitions against the possession or use of drugs, alcohol, tobacco products or weapons on school property.

Weapons may be carried by law enforcement officers while enforcing state law on district property and others may secure permission from the District to carry or use weapons for specific limited purposes including, but not limited to, firearm safety courses, Junior Reserved Officer Training Corps (JROTC) classes or martial arts demonstrations.

#### VI. Responsibility I Liability Insurance

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

#### VII. Administrative Contacts

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

City of Benson: St. David School District:

#### VIII. Financing

City Manager Superintendent of Schools

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

#### IX. Termination

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

#### X. Disposal of Property upon Termination

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

#### XI. Preparation of Agreement - Disclosure

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

#### XII. Records

All accounts, reports, files and other records relating to this Agreement shall be kept for five (5) years after termination of this Agreement and shall be open to reasonable inspection and audit by the other Party during that period.

#### XIII. Employee Worker Eligibility

By entering into the contract, each Party warrants compliance with A.R.S. § 41-4401, A.R.S § 23-214(A), the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Either Party may request verification of compliance from any contractor or subcontractor performing work under this contract. Each Party reserves the right to confirm compliance. Should either Party suspect or find that the other Party or any of its subcontractors are not in compliance, that Party may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary for compliance are the responsibility of each Party.

#### XIV. Compliance with Nondiscrimination Laws

The Parties, their employees and their volunteers shall not discriminate against any employee, applicant for employment, student, parent, volunteer, community member, or contractor based upon race, color, national origin, sex, age, religion, disability, genetic code, political affiliation, or veteran's status.

#### XV. Worker's Compensation

An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this IGA, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any worker's compensation benefits which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation."

XVI. Cancellation

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

XVII. Israel

In accordance with A.R.S. § 35-393.01, each party certifies that it is currently not engaged in, and for the duration of this Agreement agrees not to engage in, a boycott of Israel.

XVIII. Rights of Parties Only.

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

XIX. Invalidity of Any Part of IGA

The parties agree that should any part of this IGA be held to be invalid or void, the remainder of the IGA shall remain in full force and effect with those offending portions omitted.

XX. Governing Law

This IGA shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

XXL Counterparts.

This IGA may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the IGA.

XXII. Authority of Parties.

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

XXIII. Entire Agreement

This document constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representation, commitments, writings, agreements and all other communications between parties.

[SIGNATURE PAGE FOLLOWS.]

It may not be released, discharged, changed or modified except by an instrument in writing, formally executed.

City of Benson:

St. David School District:

\_\_\_\_\_



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

Mark Goodman, Superintendent of Schools

\_\_\_\_\_

4-11-2018

Date

Date

Attest:

\_\_\_\_\_

City Clerk

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

\_\_\_\_\_

City's Attorney



District's Attorney

\_\_\_\_\_

April 5, 2018

Date

Date

# City of Benson City Council Communication



Regular Meeting

June 25, 2018

To: Mayor and Council

Agenda Item # 1f

From: Keith Spangler, Fire Chief

## Subject:

Resolution 18-2018 of the Mayor and Council of the City of Benson, Arizona, authorizing the Mayor to enter into that certain Agreement entitled a Base Hospital Medical Direction Agreement with RCHP Sierra Vista, Inc., D/B/A Canyon Vista Medical Center

## Discussion:

This Base Hospital Agreement will serve to safeguard the Firefighter EMTs and Firefighter Paramedics when they are called on to provide emergency medical care on calls as needed.

This Base Hospital Agreement will ensure all EMTs and Paramedics have the proper training and continuing in-service education on various types of equipment. This continuing education will help to ensure that the agency's providers are maintaining their skills as required by their National Registry Certification / State Certification and current standards by the Arizona Department of Health Services.

The Base Hospital Agreement will ensure the providers have access 24/7 to on line Medical Control (Physicians and RNs) should problems or concerns arise between the agency's EMTs / Paramedics, other agencies and is directly related to patient care and well-being.

## Staff Recommendation:

Approval of Resolution 18-2018

## BASE HOSPITAL MEDICAL DIRECTION AGREEMENT

This Agreement is made this 1<sup>st</sup> day of July, 2018, (“Effective Date”), between **RCHP-Sierra Vista, Inc. d/b/a- Canyon Vista Medical Center**(the “Hospital” or “Base Hospital”), and Benson Fire Department (“Agency”).

### BACKGROUND:

**Whereas**, the Hospital operates an acute care hospital located in the State of Arizona (the “State”). The Agency operates a fire department located in the State;

**Whereas**, the State requires Emergency Medical Technicians (“EMTs”) to have Medical Direction in order to perform advanced procedures;

**Whereas**, early performance of advanced procedures in the field greatly benefit patient health and survivability, and improve the quality and cost-effectiveness of care for patients;

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants herein set forth, the parties agree as follows:

### ARTICLE I - BACKGROUND

**1.1 Authorization and Incorporation.** The following state laws are applicable and incorporated by this reference:

- (a) Arizona Revised Statutes, Title 36, Chapter 21.1;
- (b) Arizona Administrative Code, Title 9 Chapter 25, Article 2.
- (c) Any perceived conflict with the above-referenced statutes shall be resolved in favor of an interpretation that allows this Agreement to comply with the regulations.

**1.2 Definitions.**

(a) Administrative Medical Direction means the development of EMS policies, procedures, and programs related to education and evaluation of prehospital Emergency Medical Services (“EMS”) personnel. The Base Hospital Medical Director (the “Director”) is to be responsible for Administrative Medical Direction of prehospital personnel assigned to the Base Hospital.

(b) Medical Direction Authority means an emergency physician or nurse intermediary who is designated to render on-line medical supervision of EMS personnel. On-line supervision will be direct (conveyed between physician and EMS personnel via person-to-person, two way radio, or telephone conversation) or indirect (conveyed by an intermediary). On-line medical direction by the Base Hospital will be exercised according to the attached Medical Direction Plan (Attachment A).

**1.3 Scope of Services.** In implementing this Agreement, the Agency and the Hospital agree to comply fully with the requirements of the Arizona EMS Statutes and Regulations. The Agency agrees to maintain certified EMS personnel and appropriately equipped vehicles in accordance with EMS Statutes and Regulations. During the term of this Agreement, the Hospital agrees to maintain Base Hospital certification in accordance with EMS statutes and regulations. The Hospital agrees to provide medical

direction to the certified EMS personnel assigned by this Agreement to the Hospital. That supervision and direction shall conform to the requirements of the EMS Statutes and Regulations.

**1.4 Indemnification.** To the extent permitted by Arizona law, the Agency agrees to indemnify and hold harmless the Hospital, including Hospital employees and agents, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, court costs, or actions of any kind and nature resulting from injury to any person (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of either: 1) the Agency's negligent performance of the terms of this Agreement or, 2) any of the Agency's acts or omissions in providing emergency medical services when done without or in contradiction to the Hospital's on-line medical supervision and/or Administrative Medical Direction to the Agency's certified emergency personnel assigned to the Hospital by this Agreement. Under this Agreement, the Agency's personnel remain Agency employees, and personnel of the Hospital remain Hospital employees or independent contractors for workmen's compensation and all insurance purposes, including tort liability.

**1.5 Reporting.** The Agency agrees to report to the Hospital all known instances of incompetence or unprofessional conduct of EMS personnel administratively assigned to the Hospital and the EMT's supervisor. The Hospital reserves the right to withdraw on-line or Administrative Medical Direction from any individual assigned to the Base Hospital by the Agency following consultation with the involved Agency person and supervisors.

**1.6 Insurance.** The Agency shall furnish the Hospital with certification of comprehensive general liability insurance coverage, automobile (including but not limited to any emergency services vehicles such as ambulances, fire trucks, tankers, pumpers, brush trucks, chase vehicles, police cruisers, etc., and any auxiliary vehicles ) liability insurance coverage and professional liability (medical malpractice) insurance coverage naming the Base Hospital as an additional insured by the same and single insurer on a first dollar basis for no less than one million dollars (\$1,000,000) coverage. The Agency will notify the Hospital at least thirty (30) days prior to any discontinuance of said insurance coverage during the term of this Agreement, or any renewal thereof.

**1.7 No Monetary Consideration.** This Agreement is cooperative and an accommodation to both parties and shall be free of monetary considerations.

**1.8 Nondiscrimination in Employment.** The parties hereto agree to comply with the Executive Order Number 75-5. Issued by the Governor of the State of Arizona.

## **ARTICLE II - MEDICAL DIRECTION PLAN**

**2.1 General Conditions.** The Base Hospital will comply with all aspects of Title 9, Chapter 25, Article 2 of the Arizona Administrative Code.

**2.2 Qualifications of Director.** Director shall be a physician and shall meet at least one of the following;

(a) Hold emergency medicine certification from a specialty board recognized by the Arizona Medical Board or the Arizona Board of Osteopathic Examiners in Medicine and Surgery;

(b) Completed an emergency medicine residency training program accredited by the Accreditation Council for Graduate Medical Education or approved by the American Osteopathic Association; or

- (c) Be engaged in the practice of emergency medicine and have:
  - (1) Proficiency in advanced emergency cardiac life support,
  - (2) Proficiency in advanced trauma life support, and
  - (3) Proficiency in pediatric emergency care.

**2.3 Personnel.** The Agency will comply with the personnel assignment requirements as detailed in Article 2. The Agency's personnel assigned to the Base Hospital will be designated as follows: Certified EMS personnel as specified on current Basic Life Support ("BLS")/Advanced Life Support("ALS") Duty Rosters provided by the Agency. Additional EMS personnel may be assigned to the Base Hospital, as specified on Duty Rosters. This does not include first responders. This contract does not provide medical oversight for personnel certified or otherwise trained below the level of EMT-Basic.

(a) The Agency will not concurrently assign personnel to any other Base Hospital for the purpose of receiving administrative medical direction, as specified in Article 2 of the Arizona Administrative Code. All personnel assigned for duty will have current state certification, Cardiopulmonary Resuscitation ("CPR"), and Advanced Cardiac Life Support ("ACLS"), as required. The Agency will provide a current list of assigned personnel to the base hospital every three months. Information on the roster will include expiration dates for certification, CPR and ACLS, as required. Personnel shall be immediately withdrawn from duty by the Agency should any state-required certifications lapse and the Base Hospital will be notified immediately.

(b) The Agency shall notify the Base Hospital within thirty (30) days of any personnel who are being reassigned to another facility or deleted from duty rosters. The Agency shall notify the Base Hospital prior to the start of any personnel newly assigned to the Base Hospital for administrative medical direction.

(c) The Agency will comply with the working communication equipment as detailed in this Agreement. The Agency will provide field units with equipment that will allow Base Hospital medical direction direct communication with EMTs.

**2.4 State Guidelines for Medical Direction Plans.** Arizona State Administrative Rules, Regional Protocols, the Medical Direction Plan, and Base Hospital Policies shall guide the activities of the Agency and Base Hospital Medical Direction authorities, both on line and administratively. In accordance with R9-25-206, regional protocols shall include treatment, triage, assessment, and communications protocols.

**2.5 Regional Authority and Medical Direction Protocols.** The Southeastern Arizona EMS Council ("SAEMS") Protocols and this Medical Direction Plan are intended to serve as guidelines for both the directing physician and the responding EMS personnel at an emergency scene, until transfer of the patient to a receiving facility or another Medical Direction authority occurs. These protocols can be found in the Regional Protocol Book.

**2.6 Specific Regional Triage, Communication & Treatment Protocols.** Regional triage and communication protocols indicate that medical direction contact is expected to be established with the closest appropriate Base Hospital or their administrative Base Hospital as soon as possible after patient contact.

**2.7 Local EMS Coordination.** The local EMS coordinating council shall decide type of facility for any given emergency by means of written protocols. Circumstances and patient conditions, which require on-line medical supervision, are addressed in the Criteria For Base Hospital Contact Protocol. In the event of a communications failure, where prehospital personnel are unable to contact the closest appropriate Base Hospital and/or their administrative Base Hospital, personnel will contact the next closest appropriate Base Hospital for triage, treatment and/or transport decisions.

(a) The emergency physician who is giving medical direction will use the following criteria to determine the appropriate receiving facility:

- (1) informed, competent patient's choice;
- (2) nature and severity of illness/injury;
- (3) expected transport time; and
- (4) availability of special treatment facilities.

(b) The selection of a receiving facility to which emergency patients are transported is the responsibility of:

- Base Hospital;
- (1) medical direction from the hospital of patient's choice, if the hospital is a Base Hospital;
  - (2) Medical direction from the closest Base Hospital; and
  - (3) Medical direction from EMS unit's administrative Base Hospital when there is a question as to appropriate receiving facility.

**2.8 Triage Communication Protocols.** Current Triage and Communication Protocols shall guide on-line Medical Direction for specific patient conditions, to include: trauma, hazardous materials scenes, critical pediatric patients, multi-casualty burn and pediatric burn patients.

**2.9 Communication with Administrative Medical Direction.** Personnel will patch to their Administrative Base Hospital when they are in specific situations. These situations are outlined specifically in Base Hospital policy and may include:

- (a) transport to non-certified receiving facilities;
- (b) patient refusals;
- (c) DOA/DNR confirmation;
- (d) On-scene control conflicts; multi-casualty incidents;
- (e) Physician on-scene; or
- (f) Requests to function beyond protocol.

**2.10 Transfer of On-Line Medical Direction.** Transfer on On-Line Medical Direction should be guided by R9-25-206. When a patient is to be transferred from one facility to another; personnel should immediately communicate all pertinent patient management information to the responsible receiving

physician or nurse. If the receiving facility is also a certified Base Hospital, care of the patient and direct communication with ALS personnel rendering care may be transferred to the receiving Medical Direction authority at the discretion of the sending Medical Direction authority. If the receiving facility is not a Base Hospital, Medical Direction will remain with the sending Medical Direction authority.

**2.11 Treatment Protocols.** Treatment Protocols approved by SAEMS are intended to serve as guidelines for both the directing physician and the EMS personnel at the scene. At no time is it anticipated that care given to a patient in the field will exceed the treatment possibilities listed without direct medical control. It will be the prerogative of the supervising Base Hospital physician to determine the extent to which the EMS personnel will carry out treatment protocols. A specific set of prehospital standing orders has been approved by SAEMS for use in the region. These standing orders provide the EMS provider with the ability to identify and treat without making Base Hospital contact. Providers are expected to be familiar with the available standing orders.

**2.12 Drug Control.** The current Arizona Department of Health Services Revised Drug Lists and Drug Box Implementation Procedures are to be considered binding on the Agency and the Base Hospital. The Drug List(s) and Drug Box Implementation Procedures may be modified without amendment to this Agreement, so long as the modifications are in writing and in accordance with Arizona Department of Health Services (“ADHS”) and Regional EMS policy. Drug box contents shall, at all times, be considered property of the Base Hospital and subject to the re-supply and restocking policies of the hospital. Security of the drug box is the sole responsibility of the Agency and their policies must adhere to ADHS and Regional policies. The drug box shall be considered property of the Agency and therefore if damage to the box occurs, repair and/or replacement of the box shall be the Agency’s responsibility.

**2.13 Restocking of Drugs.** The Base Hospital agrees to restock drugs when expended in the delivery of patient care. The Agency requesting restocking must submit directly to the Pharmacy Department of Hospital a copy of the run report detailing the drugs expended together with the Patient Information Sheet (“PIS”). The Pharmacy Department will then restock only those medications listed on the Run Report. Billing will be carried out by the party restocking the box.

**2.14 Security of Drugs.** The Agency agrees that their drug box security policies shall adhere to those of the Base Hospital and ADHS. The Agency agrees that the drug box will be secured in a locked cabinet on the vehicle, or will be secured in a locked box at the station, as appropriate. The agency agrees that a shift change transfer log will be completed with each change of personnel responsible for drug accountability. The shift change transfer log will include verification that the drug box is fully stocked, as well as signature of on-coming and off-going EMS personnel. The drugs and Advanced Life Support (“ALS”) supplies shall be administered only by state-certified ALS personnel, only within the conduct and scope of their training and only as part of providing emergency treatment to their patients.

**2.15 Transfer of patients.** The Agency agrees that upon arrival at the Base Hospital, EMS personnel shall remain with the patient until patient care has been assumed by nursing personnel at the receiving facility and a verbal report of patient condition has been given. A complete, signed first care form will be left for the patient’s medical record. An itemized list of all drugs, drug wastage, and procedures used in the treatment of the patient will be documented on the form. In addition, a signature from an authorized staff Registered Nurse (“RN”) or physician, indicating a transfer of care, will be obtained. Agency agrees to dispose of the unused portions of any drugs in accordance with applicable state and federal guidelines.

**2.16 First Care Form Review.** A copy of the first care form for each and every EMS patient encounter by personnel assigned to the Base Hospital under this agreement and the monthly drug box transfer log will be submitted to the Prehospital Coordinator monthly for administrative review as indicated

by the Prehospital Quality Assurance and Continuous Quality Improvement (“QA/CQI”) Review process of the Base Hospital.

### **2.17 Education and Quality Review.**

(a) The Agency will assist the Base Hospital with information collection and analysis for Quality Assurance Review of Medical Direction concerns. Each Agency shall designate one representative of each level of EMS provider employed with said Agency to assist with the Quality Improvement Process.

(b) While safeguarding the provisions of Hospital, Agency and patient privacy and budgetary constraints, the Base Hospital will assist in providing patient outcome data when requested by the Agency, in conjunction with its Medical Director, for study and evaluation of prehospital EMS safety and efficacy.

(c) The Agency and Base Hospital will comply with prehospital training experience requirements as outlined in Arizona Administrative Code Title 9 Chapter 25R9-25-206, R9-25-510, 511, R9-25-610, R9-25-611 and Base Hospital policies.

(d) The Base Hospital shall provide for at least the minimum annual field experience or case review equivalency for all individuals, where applicable under EMS statutes and regulations, who function as the Base Hospital’s Medical Direction authorities or intermediaries. The Agency shall provide the prehospital experience requirements for Base Hospital Emergency Department personnel.

(e) The Base Hospital shall conduct at least the minimum formal prehospital care review and prehospital care continuing education for prehospital EMS personnel administratively assigned to the Base Hospital by the Agency, as outlined by EMS statutes and regulations. This shall include training for any new ADHS approved required treatment, protocol, or drug within ninety (90) days or receiving notification from the department that the training has been adopted. The Base Hospital program shall provide for supervised clinical training to be used for continuing education required for ADHS recertification. A schedule of such meetings shall be provided to the Agency regularly. Assigned EMS personnel should attend a minimum of four (4) of the required twelve (12) case reviews/Base Hospital lectures at their assigned Base Hospital during each recertification period.

(f) The Base Hospital and Agency shall participate in the Prehospital Care/CQI Committees of the local EMS council and the Base Hospital. This Committee shall, in addition to duties required by EMS Regulations, assure appropriate case reviews of EMS encounters and on-line medical direction.

(g) The Agency shall notify the Base Hospital, in writing, ten (10) days prior to sponsoring Advanced Training/Permissive Skills courses. Included in the notification will be a prospective course roster, dates, location and course objectives/outline per current certified state curriculum. The Agency will also inform EMS personnel of the Base Hospital’s policy regarding use of the particular Advanced Skill. Final course roster, program dates, location, and course objectives/outline will be submitted to the Base Hospital as proof of successful course completion.

### **2.18 Other Supporting Services.**

(a) Policy For Direct Exchange Items Used In Patient Care: Items that will be directly exchanged with the Agency’s EMS personnel will include:

(1) Specifically negotiated items that are accompanied by appropriate documentation, such as disposable intubation. Equipment bag valve masks (“BVM’s”), Intravenous (“IV”) equipment, connector Twiwh leur slip adaptors and valve check Gemini IV tubing only, will be replaced. Items restocked by the Base Hospital will be billed exclusively by the Base Hospital and will not be billed to the patient by the Agency.

(2) Linen will be directly exchanged with EMS personnel in equivalent quality and number.

**2.19 Communicable Disease Notification Policy: The Base Hospital and the Agency agree to adhere to the sub-regional Infectious Disease Notification protocol.** Upon gaining confirmation that EMS personnel were exposed to a potentially infectious disease or bio-hazardous waste, the hospital’s infection control department will notify the Agency’s designated infection control officer as soon as possible. Documentation and follow-ups of biohazardous exposures shall be in accordance with regional, state and federal regulations. The Prehospital Coordinator will act as liaison if necessary. Agency agrees to adhere to Hospital direction and policies regarding quarantine/isolation, notification, sterilization/decontamination, of all communicable diseases.

**2.20 Biohazardous Waste Management.** Appropriate handling and disposal of biohazardous waste will be expected of all personnel. The Agency, pursuant to the Infection Control Manual, has authority to package contaminated waste generated during patient care and dispose of in appropriate receptacles at the Base Hospital. The Base Hospital will dispose of the waste per their waste management protocols.

**2.21 Soiled Retrievable Items.** Retrievable items belonging to the Agency, such as Military Anti-Shock Trousers (“MAST”) suits, traction splints, Kendrick Extrinsication Device (“KED”) & spine boards, that are soiled and/or must remain with the patient, shall be accounted for, cleaned of gross contaminants and stored by Hospital staff once removed from the patient. Agency EMS personnel will appropriately log in the items per Base Hospital policy, arrange to pick up items as quickly as possible, and notify the Base Hospital of problems in locating logged items.

**2.22 Problem-Solving and Grievance Procedure.** The Agency and Base Hospital agree to jointly address problems which may arise concerning the performance, competence, or medical inter-relationships of EMS personnel and Emergency Department personnel. This shall also include a procedure for suspension/withdrawal of medical direction. Problem-solving and grievance procedures are outlined in Base Hospital policy. All agencies and EMS personnel agree to the conditions outlined therein.

### **ARTICLE III - INDEPENDENT CONTRACTOR**

Parties shall act at all times under this Agreement as an independent contractors. Hospital shall not have and shall not exercise any control or direction over the manner or method by which Agency provides the Services, except as required by law. However, Agency shall perform at all times in accordance with currently approved methods and standards of practice for EMS in the medical community.

### **ARTICLE IV - TERM**

The term of this Agreement (“Term”) shall commence on the Effective Date and shall remain in effect for one (1) year, unless sooner terminated in accordance with the terms hereof. Upon expiration of the Term, this agreement shall automatically renew for successive one (1) year periods unless terminated as provided herein.

## ARTICLE V - TERMINATION

**5.1 Termination With or Without Cause.** Either party may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice of such termination.

**5.2 Termination for Breach.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, *provided* such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the other party describing the breach claimed.

**5.3 Immediate Termination by Hospital.** Hospital may terminate this Agreement immediately by written notice to Agency upon the occurrence of any of the following:

- (a) the failure of any representation and warranty set forth herein to be true and correct;
- (b) the death, incapacitation, or other impairment of Director;
- (c) conduct by Agency which, in the sole discretion of Hospital, could affect the quality of professional care provided to Hospital patients or the performance of duties required hereunder, or be prejudicial or adverse to the best interest and welfare of Hospital or its patients;
- (d) breach by Agency of any of the confidentiality provisions hereof;
- (e) failure by Agency to maintain the insurance required under this Agreement;
- (f) closure of Hospital, cessation of the patient care operations or sale of Hospital or of all, or substantially all, of Hospital's assets;
- (g) occurrence of an event that substantially interrupts all of a part of Director's or Agency's professional practice or that materially adversely affects Director's or Agency's obligations hereunder; or
- (h) any change in state or federal laws or regulations, or any change in reimbursement regulations, or interpretation thereof, that adversely changes the duties or responsibilities of either party, or the method or amount of reimbursement or payment for services under this Agreement, unless the parties agree on a mutually acceptable amendment to this Agreement.

**5.4 Effect of Termination.** As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; or (c) arising as a result of any breach of this Agreement. Upon any termination or expiration of this Agreement, Director shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Director's possession or under Director's control.

## ARTICLE VI - CONFIDENTIALITY

**6.1 Patient Information.** Agency shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any patient or medical record information regarding Hospital patients, and Agency shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and its Medical Staff,

regarding the confidentiality of such information. Agency acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, Agency is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

**6.2 HIPAA Compliance.** To the extent applicable to this Agreement, Agency shall comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." Agency shall enter into any further agreements as necessary to facilitate compliance with HIPAA.

**6.3 Survival.** The provisions of this Section 6 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

## **ARTICLE VII - REQUIRED DISCLOSURES**

Agency shall notify Hospital in writing as soon as possible (but in any event within three business days) after any of the following events occur:

**7.1** Agency's licenses in the State or any other jurisdiction lapses or is denied, suspended, revoked, terminated, relinquished or made subject to terms of probation or other restriction;

**7.2** Agency's Drug Enforcement Agency registration is revoked, suspended, terminated, relinquished, placed on terms of probation, or restricted in any way;

**7.3** Agency or any EMT becomes debarred, excluded, or suspended, or if any other event occurs that makes Agency or any EMT an Ineligible Person;

**7.4** Agency or any EMT becomes the subject of a disciplinary or other proceeding or action before any governmental, professional, medical staff or peer review body;

**7.5** Agency or any EMT is required to pay damages in any malpractice action by way of judgment or settlement.

## **ARTICLE VIII - ARBITRATION**

Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or the breach of this Agreement shall be determined and settled by arbitration in the city in which Hospital is located in accordance with the rules of the American Arbitration Association and applying the laws of the State. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions of this Section shall survive expiration or termination of this Agreement regardless of the cause of such termination. **TO THE EXTENT PERMITTED BY LAW, AGENCY HEREBY WAIVES ANY CLAIM TO SOVEREIGN IMMUNITY WITH RESPECT TO HOSPITAL FOR ANY MATTER ARISING OUT OF THIS AGREEMENT.**

**ARTICLE IX - ENTIRE AGREEMENT: MODIFICATION**

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. Any reference to this Agreement shall include each and every exhibit, each of which is fully incorporated into this Agreement where referenced.

**ARTICLE X - GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State.

**ARTICLE XI - COUNTERPARTS**

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

**ARTICLE XII - NOTICES**

Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given if given in writing (i) on the date tendered by personal delivery, (ii) on the date received by facsimile, (iii) on the date tendered for delivery by nationally recognized overnight courier, or (iv) on the date tendered for delivery by United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, in any event addressed as follows:

- If to Hospital: RCHP-Sierra Vista, Inc.  
d/b/a Canyon Vista Medical Center  
5700 E. Highway 90  
Sierra Vista, AZ 85635  
Attention: Chief Executive Officer
- Copy to: RegionalCare Hospital Partners, Inc.  
103 Continental Place, Suite 200  
Brentwood, Tennessee 37027  
Attention: Legal Department
- If to Agency: Benson Fire Department  
375 E 7<sup>th</sup> St.  
Benson, AZ. 85602  
Attention: Fire Chief Keith Spangler

or to such other persons or places as either party may from time to time designate by written notice to the other.

**ARTICLE XIII - WAIVER**

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

#### **ARTICLE XIV - CAPTIONS**

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

#### **ARTICLE XV - ASSIGNMENT; BINDING EFFECT**

Agency shall not assign or transfer this Agreement in whole or in part, or assign or delegate any of Agency's rights, duties or obligations under this Agreement, in each case without the prior written consent of Hospital, and any assignment, transfer or delegation by Agency without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns. This Agreement is assignable by Hospital without consent.

#### **ARTICLE XVI - REFERRALS**

The parties acknowledge that none of the benefits granted Agency is conditioned on any requirement that Agency make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital. The parties further acknowledge that Agency is not restricted from bringing patients to other hospitals and that all decisions regarding referrals shall be made based on the patient's best medical interest.

#### **ARTICLE XVII - REGULATORY REQUIREMENTS**

Notwithstanding the unanticipated effect of any of the provisions herein, the parties intend to comply with 42 U.S.C. § 1320a-7b(b) (commonly known as the Anti-Kickback Statute), 42 U.S.C. § 1395nn (commonly known as the Stark law), and any other federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time. The parties further intend that this Agreement comply with: (i) as many as reasonably practicable of the conditions for meeting the personal services and management contract safe harbor to the Anti-Kickback Statute which is set forth in 42 C.F.R. § 1001.952(d); and (ii) all of the requirements for meeting the personal services arrangement exception to the Stark law, 42 U.S.C. § 1395nn(e)(3) as interpreted in 42 C.F.R. § 411.357(d), as such regulations may be amended. This Agreement shall be construed in a manner consistent with compliance with such statutes and regulations, and the parties hereto shall take such actions necessary to construe and administer this Agreement therewith. The parties solely intend the fees paid to Agency or to Hospital, if any, to compensate Agency or Hospital for the provision of Services, and not influence Agency with regard to any referrals of patients to Hospital or any affiliate of Hospital. As such, the parties acknowledge that the compensation paid to Agency or Hospital hereunder would be the same whether or not any such referrals are made. The parties further intend all compensation paid hereunder to be fair market value for the services rendered based on arm's length bargaining and the value of similar services in the community. In the event any court or administrative agency of competent jurisdiction determines this Agreement violates any of such statutes or that the compensation hereunder exceeds reasonable compensation, then the parties hereto shall take such actions as necessary to amend this Agreement to comply with the applicable statutes or regulations, as provided herein.

#### **ARTICLE XVIII - COMPLIANCE PLAN**

Agency acknowledges that Hospital has adopted and implemented a code of conduct, compliance program, compliance hotline and related policies (the "Corporate Compliance Program"). Agency acknowledges that he or she has received information about the Corporate Compliance Program, some of which is available at RCCH HealthCare Partners website under compliance, and that he or she will abide

by the Corporate Compliance Program policies and procedures to the extent they are relevant and applicable to the services performed under this Agreement. Agency further agrees that he or she shall promptly notify the appropriate individuals set forth in the Corporate Compliance Program of any violations of the code of conduct and Corporate compliance policies of which he or she becomes aware and attend Corporate Compliance Program meetings as reasonably requested by Hospital.

**[Signatures On Following Page.]**

**IN WITNESS WHEREOF**, Hospital and Agency have executed this Agreement on and as of the date first set forth above.

**Hospital:** RCHP-Sierra Vista, Inc.  
d/b/a Canyon Vista Medical Center  
By: \_\_\_\_\_  
Name: Robert D. Gomes  
Title: Chief Executive Officer

**Agency:** City of Benson Fire Department  
By: \_\_\_\_\_  
Name: Keith Spangler  
Title: Fire Chief

**RESOLUTION 18-2018**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, AUTHORIZING THE MAYOR TO ENTER INTO THAT CERTAIN AGREEMENT ENTITLED A BASE HOSPITAL MEDICAL DIRECTION AGREEMENT WITH RCHP SIERRA VISTA, INC., D/B/A CANYON VISTA MEDICAL CENTER**

WHEREAS, through the Benson Volunteer Fire Department, the City provides emergency services, including using Emergency Medical Technicians with the goal of providing certain medical procedures on an emergent basis prior to the time injured parties can be seen by medical doctors or other licensed care providers;

WHEREAS, such early performance of advanced procedures in the field greatly benefits patient health and survivability and improves the overall quality and cost-effectiveness of care for patients;

WHEREAS, State law requires that Emergency Medical Technicians received medical direction from a licensed healthcare provider in order to perform certain advanced medical procedures;

WHEREAS, RCHP Sierra Vista, Inc., d/b/a Canyon Vistal Medical Center is willing and able to provide the City with such medical direction through its Medical Director, and the City and RCHP Sierra Vista are willing to enter into an agreement for the provision and receipt of medical direction for the City's Emergency Medical Technicians in accord with the provision of the proposed agreement, attached to this Resolution as Exhibit A.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Benson, Arizona, that the Mayor is authorized and directed to execute the attached Base Hospital Medical Direction Agreement and that the City Manager and/or Fire Chief is hereby authorized to take all action necessary to implement the approved agreement.

PASSED AND ADOPTED by the Mayor and Council of the City of Benson, Arizona, this 25th day of June, 2018.

\_\_\_\_\_  
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

June 25, 2018



To: Mayor and Council

Consent Agenda Item # 1g

From: Seth Judd, Finance Director

Subject:

Invoices processed for the period from June 4, 2018 through June 18, 2018

Discussion:

Arizona State Retirement	Bi-weekly retirement contribution	23,580.14
AZ Dept of Revenue	Sales Tax Remitted	11,777.32
Bridgegroup LLC	Strategic Plan	5,212.41
City of Benson Sales Tax	Monthly Sales Tax	6,842.74
Cochise County Treasurer	Monthly Transfer Expense	18,869.64
Dell Marketing LP	6 Computers at the Library	5,179.79
Empire Southwest	Complete Service on Vehicles	5,861.15
Farnsworth Tile & Carpet	Repairs to Library Flooring	6,490.80
Motorola	New Radios - Stonegarden Grant	14,621.02
Pavex Corporation	Work on Airport Rd.	41,177.15
Pioneer Titke Agency	Land Payment	6,030.00
Voyager	Monthly Fuel for City Fleet	9,903.42

Attached is a list of large and/or unusual invoices processed by the Finance Department during the period from June 4, 2018 through June 18, 2018. The total of the invoices is \$155,545.58.

Staff Recommendation:

Approval of invoices processed for the period from June 4, 2018 through June 18, 2018

## Report Criteria:

Report type: Summary

Check.Type = {&lt;-&gt;} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Amount	
06/18	06/06/2018	5247	3728	FINTECH.NET	20.00	M
06/18	06/15/2018	7474	5496	NATIONWIDE RETIREMENT SOLUTIONS	300.00	M
06/18	06/15/2018	7475	5157	MARYLAND CHILD SUPPORT ACCOUNT	69.81	M
06/18	06/15/2018	7476	1690	AZ DEPT OF REVENUE - SALES TAX	11,777.32	M
06/18	06/15/2018	7477	1490	AZ STATE RETIREMENT ACC REC	23,580.14	M
06/18	06/15/2018	7478	5495	NATIONWIDE RETIREMENT SOLUTION	610.00	M
06/18	06/04/2018	51855	7448	BJ DRILLING COMPANY, INC.	3,861.70	
06/18	06/04/2018	51856	2289	BORDER STATES ELECTRIC SUPPLY	102.89	
06/18	06/04/2018	51857	3090	CORE & MAIN LP	789.28	
06/18	06/04/2018	51858	12075	COTTONWOOD RIDGE MHC LLC	75.00	
06/18	06/04/2018	51859	3392	DIAMONDBACK SHOOTING SPORTS	692.36	
06/18	06/04/2018	51860	3677	EXECUTECH	1,286.05	
06/18	06/04/2018	51861	12074	KENT PAGEAU	34.05	
06/18	06/04/2018	51862	12077	KMS ENTERPRISES LLC	116.34	
06/18	06/04/2018	51863	12076	MARTINA M NAGI	15.74	
06/18	06/04/2018	51864	12078	MILES L SIZEMORE	127.96	
06/18	06/04/2018	51865	6392	MORPHOTRAK INC	4,357.00	
06/18	06/04/2018	51866	12062	PATRICK A MORGAN	39.34	
06/18	06/04/2018	51867	12079	PAUL F FISHER	150.00	
06/18	06/04/2018	51868	5990	PRESCOTT RESORT	157.54	
06/18	06/04/2018	51869	12080	RODNEY W GRIDER	88.40	
06/18	06/04/2018	51870	6758	SOUTHERN ARIZONA CHILDREN'S	225.00	
06/18	06/04/2018	51871	5211	VERIZON BUSINESS	210.14	
06/18	06/04/2018	51872	7667	VERIZON WIRELESS	280.07	
06/18	06/06/2018	51873	1222	ANDREW RONQUILLO	12.00	
06/18	06/06/2018	51874	1315	ARIZONA CERTIFIED TESTING	891.04	
06/18	06/06/2018	51875	1339	ARIZONA DEPARTMENT OF LIQUOR	250.00	
06/18	06/06/2018	51876	1950	BENSON ACE HARDWARE	3,228.59	
06/18	06/06/2018	51877	1957	BENSON AUTOBODY INC	1,523.72	
06/18	06/06/2018	51878	1964	BENSON BLOSSOM SHOP	64.80	
06/18	06/06/2018	51879	10117	BENSON CLEAN & BEAUTIFUL	3,000.00	
06/18	06/06/2018	51880	2071	BENSON LUMBER & SUPPLY LLC	1,480.88	
06/18	06/06/2018	51881	2337	BRENDA SMITH	360.00	
06/18	06/06/2018	51882	2564	BRIDGEGROUP LLC	5,212.41	
06/18	06/06/2018	51883	2568	BRUCE STAGGS	520.35	
06/18	06/06/2018	51884	2350	BUG-WISER EXTERMINATING CO	1,181.00	
06/18	06/06/2018	51885	2592	CENTRAL ALARM INC	95.00	
06/18	06/06/2018	51886	2749	CITY OF BENSON	25.00	
06/18	06/06/2018	51887	2784	CNG	2,073.77	
06/18	06/06/2018	51888	3410	DIGGINS & SONS POWER SWEEPING	1,900.00	
06/18	06/06/2018	51889	3610	EMPIRE SOUTHWEST, LLC	5,861.15	
06/18	06/06/2018	51890	3910	GARY DOUGLAS JR.	134.50	
06/18	06/06/2018	51891	12082	JASON JOHNSON	69.47	
06/18	06/06/2018	51892	4907	LEGEND TECHNICAL SERVICES	581.00	
06/18	06/06/2018	51893	4924	LESLIES SWIMMING POOL SUPPLIES	89.13	
06/18	06/06/2018	51894	3151	OCCUPATIONAL HEALTH CENTERS	118.00	
06/18	06/06/2018	51895	5645	OFFICE DEPOT, INC	60.73	
06/18	06/06/2018	51896	5823	PEPSI COLA OF SAFFORD	350.57	
06/18	06/06/2018	51897	5923	PING	404.55	
06/18	06/06/2018	51898	5940	PIONEER TITLE AGENCY INC	6,030.00	
06/18	06/06/2018	51899	5978	POSTAL PROS SOUTHWEST INC	1,487.08	
06/18	06/06/2018	51900	6119	R&R PRODUCTS INC	1,057.17	
06/18	06/06/2018	51901	12081	RAYMOND ADAMS	97.90	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Amount
06/18	06/06/2018	51902	6337	RWC INTERNATIONAL	1,495.52
06/18	06/06/2018	51903	6150	RYDEN ARCHITECTS	5,750.00
06/18	06/06/2018	51904	5980	U.S. POSTAL SERVICE	182.00
06/18	06/06/2018	51905	7402	US FOODS	756.19
06/18	06/06/2018	51906	7675	WAL-MART BUSINESS	1,782.22
06/18	06/14/2018	51907	1041	ACCUMULATED AIR TECNOLOGIES LLC	229.87
06/18	06/14/2018	51908	2075	BENSON NAPA	1,771.45
06/18	06/14/2018	51909	2870	COCHISE COUNTY TREASURER	18,869.64
06/18	06/14/2018	51910	3129	CREATIVE COMMUNICATIONS	306.25
06/18	06/14/2018	51911	3210	DANA KEPNER COMPANY INC	109.80
06/18	06/14/2018	51912	2730	DAVID STEVENS	8.00
06/18	06/14/2018	51913	3337	DENISE TAPIA	25.01
06/18	06/14/2018	51914	3706	FARNSWORTH TILE & CARPET	6,490.80
06/18	06/14/2018	51915	4126	GUARDIAN EMS	41.85
06/18	06/14/2018	51916	5395	MOTOROLA	14,621.02
06/18	06/14/2018	51917	5645	OFFICE DEPOT, INC	332.09
06/18	06/14/2018	51918	5776	PAVEX CORPORATION	41,177.15
06/18	06/14/2018	51919	6564	SENERGY PETROLEUM	1,013.51
06/18	06/14/2018	51920	6659	SIMPSON NORTON CORP	104.70
06/18	06/14/2018	51921	7291	TREJO REFRIGERATION AND	359.57
06/18	06/14/2018	51922	7510	UNITED FIRE EQUIPMENT COMPANY	862.21
06/18	06/14/2018	51923	7536	USA BLUEBOOK	261.72
06/18	06/15/2018	51924	2732	CHRISTOPHER'S HEATING & COOLING	215.00
06/18	06/15/2018	51925	2751	CITY OF BENSON - SALES TAX	6,842.74
06/18	06/15/2018	51926	2730	DAVID STEVENS	8.00
06/18	06/15/2018	51927	3333	DELL MARKETING LP	5,179.79
06/18	06/15/2018	51928	12083	GINA HARMON	40.00
06/18	06/15/2018	51929	5080	MARK SNYDER	172.00
06/18	06/15/2018	51930	5121	MARLIN BUSINESS BANK	1,854.91
06/18	06/15/2018	51931	5927	PIONEER CREDIT RECOVERY INC	108.39
06/18	06/15/2018	51932	2791	SUPPORT PAYMENT CLEARINGHOUSE	457.39
06/18	06/15/2018	51933	7671	VOYAGER FLEET SYSTEMS INC	9,903.42
Grand Totals:					208,458.15

## Report Criteria:

Report type: Summary

Check.Type = {&lt;-&gt;} "Adjustment"

## Report Criteria:

Invoices with totals above \$0.00 included.  
Only paid invoices included.

Fund	Vendor Name	Invoice Number	Invoice Date	Description	Net Invoice Amount
<b>GENERAL FUND</b>					
<b>10-14300 PREPAID EXPENSE</b>					
GENERAL FUND	ARIZONA DEPARTMENT OF LIQ	6/18	06/01/2018	LICENSE RENEWAL	250.00
GENERAL FUND	CITY OF BENSON	051418	05/14/2018	BUSINESS LICENSE - SAN PEDRO GOLF CO	25.00
GENERAL FUND	PIONEER TITLE AGENCY INC	060618	06/06/2018	#0000961300 - LAND PAYMENT	6,030.00
Total 10-14300 PREPAID EXPENSE:					6,305.00
<b>10-22250 RETIREMENT PAYABLE</b>					
GENERAL FUND	AZ STATE RETIREMENT ACC	060818	06/15/2018	RETIREMENT CONTRIBUTION	23,580.14
GENERAL FUND	NATIONWIDE RETIREMENT SO	060818	06/15/2018	DEFERRED COMPENSATION	300.00
GENERAL FUND	NATIONWIDE RETIREMENT SO	060818	06/15/2018	DEFERRED COMPENSATION	610.00
Total 10-22250 RETIREMENT PAYABLE:					24,490.14
<b>10-22265 GARNISHMENTS PAYABLE</b>					
GENERAL FUND	MARYLAND CHILD SUPPORT A	L-060818	06/15/2018	#340002729	69.81
GENERAL FUND	PIONEER CREDIT RECOVERY I	060818	06/15/2018	GARNISHMENT	108.39
GENERAL FUND	SUPPORT PAYMENT CLEARIN	A-060818	06/15/2018	#0002160133-00	52.93
GENERAL FUND	SUPPORT PAYMENT CLEARIN	B-060818	06/15/2018	0001716217-00	140.77
GENERAL FUND	SUPPORT PAYMENT CLEARIN	L-060818	06/15/2018	#000508942900	136.68
GENERAL FUND	SUPPORT PAYMENT CLEARIN	V-060818	06/15/2018	#000857303900	127.01
Total 10-22265 GARNISHMENTS PAYABLE:					635.59
<b>10-301-35 BUSINESS LICENSE</b>					
GENERAL FUND	COTTONWOOD RIDGE MHC LL	042318	04/23/2018	REFUND BUSINESS LICENSE CREDIT	75.00
Total 10-301-35 BUSINESS LICENSE:					75.00
<b>10-310-20 SUMMER PROGRAM FEES</b>					
GENERAL FUND	GINA HARMON	061118	06/11/2018	REFUND SUMMER CAMP FEE	40.00
Total 10-310-20 SUMMER PROGRAM FEES:					40.00
<b>10-41-300 PROFESSIONAL SERVICES</b>					
GENERAL FUND	BRIDGEGROUP LLC	051018	05/10/2018	STRATEGIC PLAN DEVELOP DRAFT & FINAL	5,000.00
GENERAL FUND	BRIDGEGROUP LLC	051018	05/10/2018	PER DIEM/EXPENSES	212.41
Total 10-41-300 PROFESSIONAL SERVICES:					5,212.41
<b>10-41-310 PROFESSIONAL SERVICES - HR</b>					
GENERAL FUND	BENSON BLOSSOM SHOP	053018	05/30/2018	PLANT	64.80
GENERAL FUND	OCCUPATIONAL HEALTH CENT	159314096	05/23/2018	NEW EMPLOYEE DRUG TESTING - LIFE GU	118.00
Total 10-41-310 PROFESSIONAL SERVICES - HR:					182.80
<b>10-41-330 IT SERVICES</b>					
GENERAL FUND	EXECUTECH	51267	04/30/2018	EXCHANGE HOSTING	1,286.05
Total 10-41-330 IT SERVICES:					1,286.05

Fund	Vendor Name	Invoice Number	Invoice Date	Description	Net Invoice Amount
10-41-430	REPAIRS & MAINTENANCE				
GENERAL FUND	BUG-WISER EXTERMINATING	127315	05/01/2018	EXTERMINATING	62.00
Total 10-41-430 REPAIRS & MAINTENANCE:					62.00
<b>10-41-440</b>	<b>RENTALS</b>				
GENERAL FUND	U.S. POSTAL SERVICE	060118	06/01/2018	ANNUAL BOX FEE #2223	182.00
Total 10-41-440 RENTALS:					182.00
<b>10-41-610</b>	<b>OFFICE SUPPLIES</b>				
GENERAL FUND	OFFICE DEPOT, INC	137083519001	05/10/2018	OFFICE SUPPIES	49.01
GENERAL FUND	OFFICE DEPOT, INC	137083668001	05/10/2018	HANGING FOLDERS	11.72
Total 10-41-610 OFFICE SUPPLIES:					60.73
<b>10-41-660</b>	<b>VEHICLE FUEL &amp; OIL</b>				
GENERAL FUND	VOYAGER FLEET SYSTEMS IN	869208801821	05/24/2018	FUEL	33.25
Total 10-41-660 VEHICLE FUEL & OIL:					33.25
<b>10-41-670</b>	<b>VEHICLE REPAIR &amp; MAINT</b>				
GENERAL FUND	BENSON NAPA	053118	05/31/2018	PARTS	31.54
GENERAL FUND	BENSON NAPA	053118	05/31/2018	PARTS	70.18
GENERAL FUND	CNG	Q110	05/26/2018	#1 - REPAIRS TO STRUTS (BUSHINGS)	70.00
Total 10-41-670 VEHICLE REPAIR & MAINT:					171.72
<b>10-42-591</b>	<b>EMPLOYEE COUNCIL</b>				
GENERAL FUND	PEPSI COLA OF SAFFORD	229204	05/23/2018	DRINKS - ACCT#02520	229.89
GENERAL FUND	PEPSI COLA OF SAFFORD	230012	06/01/2018	DRINKS - ACCT#02521	120.68
Total 10-42-591 EMPLOYEE COUNCIL:					350.57
<b>10-43-660</b>	<b>VEHICLE FUEL &amp; OIL</b>				
GENERAL FUND	VOYAGER FLEET SYSTEMS IN	869208801821	05/24/2018	FUEL	128.03
Total 10-43-660 VEHICLE FUEL & OIL:					128.03
<b>10-45-300</b>	<b>PROFESSIONAL SERVICES</b>				
GENERAL FUND	MORPHOTRAK INC	141086	05/01/2018	MAINTENANCE AGREEMENT 6/9/18-6/8/19	4,357.00
GENERAL FUND	SOUTHERN ARIZONA CHILDRE	2578	05/03/2018	INTERVIEWS	225.00
Total 10-45-300 PROFESSIONAL SERVICES:					4,582.00
<b>10-45-320</b>	<b>HOLDING CELL SUPPLIES &amp; MEALS</b>				
GENERAL FUND	WAL-MART BUSINESS	051618	05/16/2018	PRISONER MEALS	30.85
Total 10-45-320 HOLDING CELL SUPPLIES & MEALS:					30.85
<b>10-45-340</b>	<b>EDUCATION &amp; TRAINING</b>				
GENERAL FUND	GARY DOUGLAS JR.	042618	04/26/2018	PER DIEM - ULTIMATE TRAINING OFFICER T	134.50
GENERAL FUND	PRESCOTT RESORT	041918	04/19/2018	LODGING AZ ASSN FOR PROPERTY & EVID	157.54
Total 10-45-340 EDUCATION & TRAINING:					292.04

Fund	Vendor Name	Invoice Number	Invoice Date	Description	Net Invoice Amount
<b>10-45-415 TELECOMMUNICATIONS</b>					
GENERAL FUND	VERIZON BUSINESS	74253349	05/25/2018	LONG DISTANCE SERVICE	99.81
Total 10-45-415 TELECOMMUNICATIONS:					99.81
<b>10-45-430 BLDG &amp; EQUIP REPAIRS &amp; MAINT</b>					
GENERAL FUND	BUG-WISER EXTERMINATING	127316	05/01/2018	EXTERMINATING	29.00
GENERAL FUND	EMPIRE SOUTHWEST, LLC	EPWK0430187	03/16/2018	COMPLETE SERVICE	134.00
GENERAL FUND	EMPIRE SOUTHWEST, LLC	EPWK0435625	06/01/2018	COMPLETE SERVICE	636.57
Total 10-45-430 BLDG & EQUIP REPAIRS & MAINT:					799.57
<b>10-45-470 UNIFORMS</b>					
GENERAL FUND	DIAMONDBACK SHOOTING SP	3061	05/04/2018	VEST	692.36
Total 10-45-470 UNIFORMS:					692.36
<b>10-45-593 ANIMAL CONTROL MEDICAL</b>					
GENERAL FUND	COCHISE COUNTY TREASURE	24023	04/30/2018	DOMESTIC ANIMALS	5.00
Total 10-45-593 ANIMAL CONTROL MEDICAL:					5.00
<b>10-45-640 OPERATING SUPPLIES</b>					
GENERAL FUND	WAL-MART BUSINESS	051618	05/16/2018	SUPPLIES	10.49
Total 10-45-640 OPERATING SUPPLIES:					10.49
<b>10-45-660 FUEL &amp; OIL</b>					
GENERAL FUND	VOYAGER FLEET SYSTEMS IN	869208801821	05/24/2018	FUEL	3,517.04
GENERAL FUND	VOYAGER FLEET SYSTEMS IN	869208801821	05/24/2018	FUEL	165.36
Total 10-45-660 FUEL & OIL:					3,682.40
<b>10-45-717 PD 17-02 REPLACE PORTABLE COMM</b>					
GENERAL FUND	MOTOROLA	41251838	06/05/2018	STONEGARDEN EQUIPMENT -GRANT 15014	14,621.02
Total 10-45-717 PD 17-02 REPLACE PORTABLE COMM:					14,621.02
<b>10-46-415 TELEPHONE</b>					
GENERAL FUND	VERIZON BUSINESS	74253349	05/25/2018	LONG DISTANCE SERVICE	99.80
GENERAL FUND	VERIZON WIRELESS	9807762499	05/23/2018	AIRCARDS	280.07
Total 10-46-415 TELEPHONE:					379.87
<b>10-46-430 EQUIP REPAIRS &amp; MAINT</b>					
GENERAL FUND	CREATIVE COMMUNICATIONS	410757	05/21/2018	TROUBLESHOOT RADIO	306.25
GENERAL FUND	EMPIRE SOUTHWEST, LLC	EPWK0430187	03/16/2018	COMPLETE SERVICE	134.00
GENERAL FUND	EMPIRE SOUTHWEST, LLC	EPWK0435625	06/01/2018	COMPLETE SERVICE	636.57
Total 10-46-430 EQUIP REPAIRS & MAINT:					1,076.82
<b>10-46-432 STATION REPAIRS &amp; MAINT</b>					
GENERAL FUND	BENSON ACE HARDWARE	053118	05/31/2018	SUPPLIES	38.62
GENERAL FUND	BUG-WISER EXTERMINATING	127321	05/01/2018	EXTERMINATING	37.00
GENERAL FUND	UNITED FIRE EQUIPMENT COM	686592	05/31/2018	TESTING	862.21
GENERAL FUND	WAL-MART BUSINESS	051618	05/16/2018	SUPPLIES	62.61
GENERAL FUND	WAL-MART BUSINESS	051618	05/16/2018	SUPPLIES	67.46

Fund	Vendor Name	Invoice Number	Invoice Date	Description	Net Invoice Amount
Total 10-46-432 STATION REPAIRS & MAINT:					1,067.90
<b>10-46-610 OFFICE SUPPLIES</b>					
GENERAL FUND	OFFICE DEPOT, INC	145277405001	05/30/2018	OFFICE SUPPIES	159.65
Total 10-46-610 OFFICE SUPPLIES:					159.65
<b>10-46-650 EMS SUPPLIES</b>					
GENERAL FUND	GUARDIAN EMS	5804667	05/23/2018	EMS SUPPLIES	41.85
Total 10-46-650 EMS SUPPLIES:					41.85
<b>10-46-660 FUEL &amp; OIL</b>					
GENERAL FUND	SENERGY PETROLEUM	452993	06/04/2018	DIESEL	101.35
GENERAL FUND	VOYAGER FLEET SYSTEMS IN	869208801821	05/24/2018	FUEL	686.77
Total 10-46-660 FUEL & OIL:					788.12
<b>10-46-670 VEHICLE REPAIRS &amp; MAINT</b>					
GENERAL FUND	BENSON NAPA	053118	05/31/2018	PARTS	34.51
Total 10-46-670 VEHICLE REPAIRS & MAINT:					34.51
<b>10-47-340 EDUCATION &amp; TRAINING</b>					
GENERAL FUND	BRUCE STAGGS	060418	06/04/2018	PER DIEM 2018 NATIONAL JUDGE ASSOC/A	520.35
Total 10-47-340 EDUCATION & TRAINING:					520.35
<b>10-49-430 REPAIRS &amp; MAINTENANCE</b>					
GENERAL FUND	BUG-WISER EXTERMINATING	127323	05/03/2018	EXTERMINATING	47.00
GENERAL FUND	FARNSWORTH TILE & CARPET	1239	06/10/2018	REPAIRS TO FLOORING @ LIBRARY	6,490.80
Total 10-49-430 REPAIRS & MAINTENANCE:					6,537.80
<b>10-49-610 OFFICE SUPPLIES</b>					
GENERAL FUND	OFFICE DEPOT, INC	143123765001	05/24/2018	OFFICE SUPPIES	35.45
Total 10-49-610 OFFICE SUPPLIES:					35.45
<b>10-49-630 COMPUTER SUPPLIES</b>					
GENERAL FUND	DELL MARKETING LP	10245505335	06/01/2018	SIX COMPUTERS AT THE LIBRARY	5,179.79
Total 10-49-630 COMPUTER SUPPLIES:					5,179.79
<b>10-50-300 PROFESSIONAL SERVICES</b>					
GENERAL FUND	ARIZONA CERTIFIED TESTING	6566	05/24/2018	BACKFLOW TESTING	200.00
Total 10-50-300 PROFESSIONAL SERVICES:					200.00
<b>10-50-430 REPAIRS &amp; MAINTENANCE</b>					
GENERAL FUND	BENSON ACE HARDWARE	053118	05/31/2018	PARTS	807.22
GENERAL FUND	BENSON LUMBER & SUPPLY LL	051318	05/13/2018	PARTS	163.00
Total 10-50-430 REPAIRS & MAINTENANCE:					970.22

Fund	Vendor Name	Invoice Number	Invoice Date	Description	Net Invoice Amount
<b>10-50-640 OTHER OPERATING SUPPLIES</b>					
GENERAL FUND	BENSON ACE HARDWARE	053118	05/31/2018	PARTS	912.15
GENERAL FUND	BENSON LUMBER & SUPPLY LL	051318	05/13/2018	SUPPLIES	39.19
GENERAL FUND	BENSON NAPA	053118	05/31/2018	PARTS	28.66
GENERAL FUND	WAL-MART BUSINESS	051618	05/16/2018	SUPPLIES	127.15
Total 10-50-640 OTHER OPERATING SUPPLIES:					1,107.15
<b>10-50-660 VEHICLE FUEL &amp; OIL</b>					
GENERAL FUND	SENERGY PETROLEUM	452993	06/04/2018	DIESEL	101.35
GENERAL FUND	VOYAGER FLEET SYSTEMS IN	869208801821	05/24/2018	FUEL	463.13
Total 10-50-660 VEHICLE FUEL & OIL:					564.48
<b>10-50-670 VEHICLE REPAIRS &amp; MAINT</b>					
GENERAL FUND	BENSON NAPA	053118	05/31/2018	PARTS	37.86
GENERAL FUND	BENSON NAPA	053118	05/31/2018	PARTS	70.18
Total 10-50-670 VEHICLE REPAIRS & MAINT:					108.04
<b>10-56-610 OFFICE SUPPLIES</b>					
GENERAL FUND	OFFICE DEPOT, INC	139416779001	05/16/2018	OFFICE SUPPIES	98.82
GENERAL FUND	OFFICE DEPOT, INC	139417064001	05/16/2018	ENVELOPES	38.17
Total 10-56-610 OFFICE SUPPLIES:					136.99
<b>10-57-310 SUMMER PROGRAMS</b>					
GENERAL FUND	MARK SNYDER	061118	06/11/2018	REIMBURSE MATERIALS TO TEACH SUMME	172.00
Total 10-57-310 SUMMER PROGRAMS:					172.00
<b>10-57-312 SUMMER EVENTS</b>					
GENERAL FUND	WAL-MART BUSINESS	051618	05/16/2018	SUPPLIES	19.33
Total 10-57-312 SUMMER EVENTS:					19.33
<b>10-57-432 REPAIRS &amp; MAINT - COMM CENTER</b>					
GENERAL FUND	BUG-WISER EXTERMINATING	127324	05/03/2018	EXTERMINATING	32.00
Total 10-57-432 REPAIRS & MAINT - COMM CENTER:					32.00
<b>10-57-610 OFFICE SUPPLIES</b>					
GENERAL FUND	WAL-MART BUSINESS	051618	05/16/2018	SUPPLIES	27.53
Total 10-57-610 OFFICE SUPPLIES:					27.53
<b>10-57-640 OPERATING SUPPLIES</b>					
GENERAL FUND	BENSON ACE HARDWARE	053118	05/31/2018	SUPPLIES	33.84
GENERAL FUND	WAL-MART BUSINESS	051618	05/16/2018	SUPPLIES	115.56
GENERAL FUND	WAL-MART BUSINESS	051618	05/16/2018	SUPPLIES	8.67
Total 10-57-640 OPERATING SUPPLIES:					158.07
<b>10-57-642 POOL SUPPLIES</b>					
GENERAL FUND	BENSON ACE HARDWARE	053118	05/31/2018	POOL SUPPLIES	63.46
GENERAL FUND	BENSON ACE HARDWARE	053118	05/31/2018	POOL SUPPLIES	30.26
GENERAL FUND	LESLIES SWIMMING POOL SUP	3017-003-2598	05/21/2018	POOL SUPPLIES	89.13

Fund	Vendor Name	Invoice Number	Invoice Date	Description	Net Invoice Amount
GENERAL FUND	WAL-MART BUSINESS	051618	05/16/2018	POOL SUPPLIES	23.98
GENERAL FUND	WAL-MART BUSINESS	051618	05/16/2018	POOL SUPPLIES	534.75
Total 10-57-642 POOL SUPPLIES:					741.58
<b>10-57-660 VEHICLE FUEL &amp; OIL</b>					
GENERAL FUND	VOYAGER FLEET SYSTEMS IN	869208801821	05/24/2018	FUEL	46.01
Total 10-57-660 VEHICLE FUEL & OIL:					46.01
<b>10-58-526 CLEAN &amp; BEAUTIFUL</b>					
GENERAL FUND	BENSON CLEAN & BEAUTIFUL	051418	05/14/2018	DONATION FOR ADVERTISING	3,000.00
Total 10-58-526 CLEAN & BEAUTIFUL:					3,000.00
<b>10-58-546 FOOD BANK</b>					
GENERAL FUND	TREJO REFRIGERATION AND	11068	06/07/2018	REPAIRS TO AC	359.57
Total 10-58-546 FOOD BANK:					359.57
<b>10-60-430 REPAIRS &amp; MAINTENANCE</b>					
GENERAL FUND	BUG-WISER EXTERMINATING	127331	05/03/2018	EXTERMINATING	37.00
Total 10-60-430 REPAIRS & MAINTENANCE:					37.00
<b>10-60-580 TRAVEL</b>					
GENERAL FUND	VOYAGER FLEET SYSTEMS IN	869208801821	05/24/2018	FUEL	23.21
Total 10-60-580 TRAVEL:					23.21
<b>10-61-580 TRAVEL</b>					
GENERAL FUND	VOYAGER FLEET SYSTEMS IN	869208801821	05/24/2018	FUEL	16.72
Total 10-61-580 TRAVEL:					16.72
<b>10-62-340 EDUCATION &amp; TRAINING</b>					
GENERAL FUND	DENISE TAPIA	060818	06/08/2018	REIMBURSE FUEL CHARGE	25.01
Total 10-62-340 EDUCATION & TRAINING:					25.01
<b>10-62-540 PUBLIC NOTICES, ADVERTISING</b>					
GENERAL FUND	DAVID STEVENS	061418	06/14/2018	RECORD ORD 589 FOR ANNEXATION PARC	8.00
GENERAL FUND	DAVID STEVENS	061418A	06/14/2018	RECORD ORD 590 FOR ANNEXATION PARC	8.00
Total 10-62-540 PUBLIC NOTICES, ADVERTISING:					16.00
<b>10-65-430 REPAIRS &amp; MAINTENANCE</b>					
GENERAL FUND	CHRISTOPHER'S HEATING & C	02290	06/13/2017	REPAIRS TO AC FREON - ADMIN OFFICE	215.00
Total 10-65-430 REPAIRS & MAINTENANCE:					215.00
<b>10-65-640 OTHER OPERATING SUPPLIES</b>					
GENERAL FUND	BENSON ACE HARDWARE	053118	05/31/2018	SUPPLIES	5.47
Total 10-65-640 OTHER OPERATING SUPPLIES:					5.47

Fund	Vendor Name	Invoice Number	Invoice Date	Description	Net Invoice Amount
10-65-660 VEHICLE FUEL & OIL					
GENERAL FUND	VOYAGER FLEET SYSTEMS IN	869208801821	05/24/2018	FUEL	219.60
Total 10-65-660 VEHICLE FUEL & OIL:					219.60
Total GENERAL FUND:					88,053.92
<b>TRANSIT FUND</b>					
<b>14-40-660 VEHICLE FUEL &amp; OIL</b>					
TRANSIT FUND	VOYAGER FLEET SYSTEMS IN	869208801821	05/24/2018	FUEL	1,867.46
Total 14-40-660 VEHICLE FUEL & OIL:					1,867.46
<b>14-40-675 VEHICLE PREVENTIV MAINTENANCE</b>					
TRANSIT FUND	CNG	Q106	05/20/2018	#7006 - COMPLETE SERVICE	140.00
Total 14-40-675 VEHICLE PREVENTIV MAINTENANCE:					140.00
Total TRANSIT FUND:					2,007.46
<b>STREET FUND</b>					
<b>20-40-300 PROFESSIONAL SERVICES</b>					
STREET FUND	ARIZONA CERTIFIED TESTING	6566	05/24/2018	BACKFLOW TESTING	600.00
STREET FUND	BUG-WISER EXTERMINATING	127560	05/04/2018	WEED CONTROL	807.00
STREET FUND	COCHISE COUNTY TREASURE	24023	04/30/2018	YARD WASTE	41.60
STREET FUND	DIGGINS & SONS POWER SWE	55921	05/30/2018	SWEEP STREETS - 5/18	1,900.00
Total 20-40-300 PROFESSIONAL SERVICES:					3,348.60
<b>20-40-430 REPAIRS &amp; MAINTENANCE-EQUIP</b>					
STREET FUND	ARIZONA CERTIFIED TESTING	6566	05/24/2018	BACKFLOW REPAIRS	91.04
STREET FUND	BENSON NAPA	053118	05/31/2018	PARTS	15.18
Total 20-40-430 REPAIRS & MAINTENANCE-EQUIP:					106.22
<b>20-40-640 MATERIALS &amp; SUPPLIES</b>					
STREET FUND	BENSON ACE HARDWARE	053118	05/31/2018	SUPPLIES	289.96
STREET FUND	BENSON LUMBER & SUPPLY LL	051318	05/13/2018	SUPPLIES	82.51
STREET FUND	BENSON LUMBER & SUPPLY LL	051318	05/13/2018	SUPPLIES	17.53
Total 20-40-640 MATERIALS & SUPPLIES:					390.00
<b>20-40-660 VEHICLE FUEL &amp; OIL</b>					
STREET FUND	SENERGY PETROLEUM	452993	06/04/2018	DIESEL	202.70
STREET FUND	VOYAGER FLEET SYSTEMS IN	869208801821	05/24/2018	FUEL	635.57
Total 20-40-660 VEHICLE FUEL & OIL:					838.27
<b>20-40-670 VEHICLE MAINTENANCE &amp; REPAIRS</b>					
STREET FUND	BENSON NAPA	053118	05/31/2018	PARTS	70.18
STREET FUND	CNG	Q0104	05/19/2018	#7002 - COMPLETE SERVICE	105.00
STREET FUND	CNG	Q108	05/27/2018	CAT ROLLER - LUBE, REPLACED HYD CYLIN	140.00
Total 20-40-670 VEHICLE MAINTENANCE & REPAIRS:					315.18
Total STREET FUND:					4,998.27

Fund	Vendor Name	Invoice Number	Invoice Date	Description	Net Invoice Amount
<b>GRANTS FUND</b>					
<b>46-41-712 HISTORIC PRESERVATION GRANT</b>					
GRANTS FUND	RYDEN ARCHITECTS	12933	06/01/2018	GRANT - HISTORICAL PRESERVATION FIEL	5,750.00
Total 46-41-712 HISTORIC PRESERVATION GRANT:					5,750.00
<b>46-41-794 UNCLASSIFIED AIRPORT GRANTS</b>					
GRANTS FUND	PAVEX CORPORATION	E95-018-004	04/30/2018	BENSON AIRPORT GRANT FAA - JOB 17640	41,177.15
Total 46-41-794 UNCLASSIFIED AIRPORT GRANTS:					41,177.15
Total GRANTS FUND:					46,927.15
<b>GAS FUND</b>					
<b>50-12500 ACCOUNTS RECEIVABLE</b>					
GAS FUND	JASON JOHNSON	060418	06/04/2018	REFUND CREDIT BALANCE	8.19
GAS FUND	RAYMOND ADAMS	060118	06/01/2018	REFUND CREDIT BALANCE	44.05
Total 50-12500 ACCOUNTS RECEIVABLE:					52.24
<b>50-22900 METER DEPOSITS - GAS</b>					
GAS FUND	KMS ENTERPRISES LLC	052418	05/24/2018	REFUND GAS DEPOSIT	66.34
GAS FUND	MARTINA M NAGI	051618	05/16/2018	REFUND GAS DEPOSIT	15.74
GAS FUND	MILES L SIZEMORE	053118	05/31/2018	REFUND GAS DEPOSIT	127.96
GAS FUND	PAUL F FISHER	060118	06/01/2018	REFUND GAS DEPOSIT	150.00
GAS FUND	RODNEY W GRIDER	060118	06/01/2018	REFUND GAS DEPOSIT	88.40
Total 50-22900 METER DEPOSITS - GAS:					448.44
<b>50-24500 SALES TAX PAYABLE</b>					
GAS FUND	AZ DEPT OF REVENUE - SALES	5/18	05/31/2018	UTILITY SALES TAX	6,741.23
GAS FUND	CITY OF BENSON - SALES TAX	5/18	05/31/2018	SALES TAX	3,934.74
Total 50-24500 SALES TAX PAYABLE:					10,675.97
<b>50-40-340 EDUCATION &amp; TRAINING</b>					
GAS FUND	ANDREW RONQUILLO	053118	05/31/2018	PER DIEM LUNCH SUPERVISOR TRAINING -	12.00
Total 50-40-340 EDUCATION & TRAINING:					12.00
<b>50-40-415 TELEPHONE</b>					
GAS FUND	VERIZON BUSINESS	74253349	05/25/2018	LONG DISTANCE SERVICE	3.51
Total 50-40-415 TELEPHONE:					3.51
<b>50-40-430 REPAIRS &amp; MAINTENANCE</b>					
GAS FUND	CNG	Q111	06/04/2018	REPAIRS TO MOWER	237.39
Total 50-40-430 REPAIRS & MAINTENANCE:					237.39
<b>50-40-620 PRINTING &amp; POSTAGE</b>					
GAS FUND	POSTAL PROS SOUTHWEST IN	5016	05/31/2018	UTILITY BILLS	371.77
Total 50-40-620 PRINTING & POSTAGE:					371.77
<b>50-40-640 OPERATING SUPPLIES</b>					
GAS FUND	ACCUMULATED AIR TECNOLO	180531A	05/31/2018	REPAIRS TO EAGLE	229.87

Fund	Vendor Name	Invoice Number	Invoice Date	Description	Net Invoice Amount
GAS FUND	BENSON ACE HARDWARE	053118	05/31/2018	PARTS	185.10
GAS FUND	BENSON LUMBER & SUPPLY LL	051318	05/13/2018	SUPPLIES	258.35
GAS FUND	BORDER STATES ELECTRIC S	915166885	04/26/2018	ADAPTER	102.89
Total 50-40-640 OPERATING SUPPLIES:					776.21
<b>50-40-660 VEHICLE FUEL &amp; OIL</b>					
GAS FUND	SENERGY PETROLEUM	452993	06/04/2018	DIESEL	202.71
GAS FUND	VOYAGER FLEET SYSTEMS IN	869208801821	05/24/2018	FUEL	756.32
Total 50-40-660 VEHICLE FUEL & OIL:					959.03
<b>50-40-670 VEHICLE REPAIRS &amp; MAINT</b>					
GAS FUND	BENSON NAPA	053118	05/31/2018	PARTS	70.17
GAS FUND	BENSON NAPA	053118	05/31/2018	PARTS	10.61
GAS FUND	BENSON NAPA	053118	05/31/2018	PARTS	298.67
GAS FUND	CNG	Q102	05/17/2018	REPAIRS TO TURN TAIL LIGHT - ON CALL	11.67
GAS FUND	CNG	Q105	05/18/2018	REPAIRS TO LIGHT - NEW TRUCK	23.33
Total 50-40-670 VEHICLE REPAIRS & MAINT:					414.45
<b>50-40-702 CIP TELEMETERS</b>					
GAS FUND	DANA KEPNER COMPANY INC	8154198-00	04/13/2018	METER	109.80
Total 50-40-702 CIP TELEMETERS:					109.80
Total GAS FUND:					14,060.81
<b>WATER FUND</b>					
<b>51-12500 ACCOUNTS RECEIVABLE</b>					
WATER FUND	JASON JOHNSON	060418	06/04/2018	REFUND CREDIT BALANCE	10.46
WATER FUND	KENT PAGEAU	041018	04/10/2018	REFUND CREDIT BALANCE	34.05
WATER FUND	PATRICK A MORGAN	051418	05/14/2018	REFUND CREDIT BALANCE	39.34
WATER FUND	RAYMOND ADAMS	060118	06/01/2018	REFUND CREDIT BALANCE	10.80
Total 51-12500 ACCOUNTS RECEIVABLE:					94.65
<b>51-22900 METER DEPOSITS - WATER</b>					
WATER FUND	KMS ENTERPRISES LLC	052418	05/24/2018	REFUND WATER DEPOSIT	50.00
Total 51-22900 METER DEPOSITS - WATER:					50.00
<b>51-300-30 NEW WATER HOOKUPS</b>					
WATER FUND	AZ DEPT OF REVENUE - SALES	5/18	05/31/2018	RETAIL SALES TAX	46.81
Total 51-300-30 NEW WATER HOOKUPS:					46.81
<b>51-40-415 TELEPHONE</b>					
WATER FUND	VERIZON BUSINESS	74253349	05/25/2018	LONG DISTANCE SERVICE	3.51
Total 51-40-415 TELEPHONE:					3.51
<b>51-40-620 PRINTING &amp; POSTAGE</b>					
WATER FUND	POSTAL PROS SOUTHWEST IN	5016	05/31/2018	UTILITY BILLS	371.77
Total 51-40-620 PRINTING & POSTAGE:					371.77

Fund	Vendor Name	Invoice Number	Invoice Date	Description	Net Invoice Amount
<b>51-40-640 OTHER OPERATING COSTS</b>					
WATER FUND	AZ DEPT OF REVENUE - SALES	5/18	05/31/2018	MUNI WATER SALES TAX	125.00
WATER FUND	BENSON ACE HARDWARE	053118	05/31/2018	SUPPLIES	268.17
WATER FUND	BENSON LUMBER & SUPPLY LL	051318	05/13/2018	SUPPLIES	365.25
WATER FUND	BENSON NAPA	053118	05/31/2018	PARTS	11.37
WATER FUND	CORE & MAIN LP	1733343	04/19/2018	PARTS	789.28
Total 51-40-640 OTHER OPERATING COSTS:					1,559.07
<b>51-40-660 FUEL &amp; OIL</b>					
WATER FUND	SENERGY PETROLEUM	452993	06/04/2018	DIESEL	202.70
WATER FUND	VOYAGER FLEET SYSTEMS IN	869208801821	05/24/2018	FUEL	793.20
Total 51-40-660 FUEL & OIL:					995.90
<b>51-40-670 VEHICLE REPAIRS &amp; MAINT</b>					
WATER FUND	BENSON NAPA	053118	05/31/2018	PARTS	70.18
WATER FUND	BENSON NAPA	053118	05/31/2018	PARTS	10.61
WATER FUND	BENSON NAPA	053118	05/31/2018	PARTS	298.68
WATER FUND	CNG	Q102	05/17/2018	REPAIRS TO TURN TAIL LIGHT - ON CALL	11.67
WATER FUND	CNG	Q105	05/18/2018	REPAIRS TO LIGHTS - NEW TRUCK	23.34
WATER FUND	CNG	Q109	06/02/2018	426 CAT BACKHOE - LUBE, OIL	105.00
Total 51-40-670 VEHICLE REPAIRS & MAINT:					519.48
Total WATER FUND:					3,641.19
<b>WASTEWATER FUND</b>					
<b>52-12500 ACCOUNTS RECEIVABLE</b>					
WASTEWATER FUND	JASON JOHNSON	060418	06/04/2018	REFUND CREDIT BALANCE	35.76
WASTEWATER FUND	RAYMOND ADAMS	060118	06/01/2018	REFUND CREDIT BALANCE	27.92
Total 52-12500 ACCOUNTS RECEIVABLE:					63.68
<b>52-40-300 PROFESSIONAL SERVICES</b>					
WASTEWATER FUND	BRENDA SMITH	1719	06/01/2018	TRANSPORT SAMPLES - MAY BILLING	360.00
WASTEWATER FUND	EMPIRE SOUTHWEST, LLC	EPWK0429717	03/07/2018	COMPLETE SERVICE	3,462.01
WASTEWATER FUND	EMPIRE SOUTHWEST, LLC	EPWK0431765	04/09/2018	COMPLETE SERVICE	345.00
Total 52-40-300 PROFESSIONAL SERVICES:					4,167.01
<b>52-40-301 CHEMICAL ANALYSES</b>					
WASTEWATER FUND	LEGEND TECHNICAL SERVICE	1807835	05/31/2018	TESTING	581.00
Total 52-40-301 CHEMICAL ANALYSES:					581.00
<b>52-40-415 TELEPHONE</b>					
WASTEWATER FUND	VERIZON BUSINESS	74253349	05/25/2018	LONG DISTANCE SERVICE	3.51
Total 52-40-415 TELEPHONE:					3.51
<b>52-40-430 REPAIRS &amp; MAINTENANCE</b>					
WASTEWATER FUND	BENSON ACE HARDWARE	053118	05/31/2018	PARTS	172.30
WASTEWATER FUND	BENSON LUMBER & SUPPLY LL	051318	05/13/2018	PARTS	84.00
WASTEWATER FUND	BJ DRILLING COMPANY, INC.	7980	04/23/2018	CLARIFIER B - PARTS	3,527.53
WASTEWATER FUND	BJ DRILLING COMPANY, INC.	7981	04/23/2018	REPAIR KIT	334.17
WASTEWATER FUND	USA BLUEBOOK	571568	05/14/2018	WWTP SUPPLIES 71229	261.72

Fund	Vendor Name	Invoice Number	Invoice Date	Description	Net Invoice Amount
Total 52-40-430 REPAIRS & MAINTENANCE:					4,379.72
<b>52-40-620 PRINTING &amp; POSTAGE</b>					
WASTEWATER FUND	POSTAL PROS SOUTHWEST IN	5016	05/31/2018	UTILITY BILLS	371.77
Total 52-40-620 PRINTING & POSTAGE:					371.77
<b>52-40-640 OPERATING SUPPLIES</b>					
WASTEWATER FUND	BENSON ACE HARDWARE	053118	05/31/2018	SUPPLIES	129.69
WASTEWATER FUND	BENSON LUMBER & SUPPLY LL	051318	05/13/2018	SUPPLIES	60.75
WASTEWATER FUND	WAL-MART BUSINESS	051618	05/16/2018	SUPPLIES	44.15
WASTEWATER FUND	WAL-MART BUSINESS	051618	05/16/2018	SUPPLIES	197.74
WASTEWATER FUND	WAL-MART BUSINESS	051618	05/16/2018	TREES	339.32
Total 52-40-640 OPERATING SUPPLIES:					771.65
<b>52-40-660 FUEL &amp; OIL</b>					
WASTEWATER FUND	BENSON NAPA	053118	05/31/2018	OIL	32.83
WASTEWATER FUND	SENERGY PETROLEUM	452993	06/04/2018	DIESEL	202.70
WASTEWATER FUND	VOYAGER FLEET SYSTEMS IN	869208801821	05/24/2018	FUEL	551.75
Total 52-40-660 FUEL & OIL:					787.28
<b>52-40-670 VEHICLE REPAIRS &amp; MAINT</b>					
WASTEWATER FUND	BENSON AUTOBODY INC	2922	05/15/2018	REPAIRS TO 2010	1,523.72
WASTEWATER FUND	BENSON NAPA	053118	05/31/2018	PARTS	183.43
WASTEWATER FUND	BENSON NAPA	053118	05/31/2018	PARTS	70.18
WASTEWATER FUND	BENSON NAPA	053118	05/31/2018	PARTS	10.61
WASTEWATER FUND	BENSON NAPA	053118	05/31/2018	PARTS	298.68
WASTEWATER FUND	CNG	Q102	05/17/2018	REPAIRS TO TURN TAIL LIGHT - ON CALL T	11.66
WASTEWATER FUND	CNG	Q103	05/19/2018	EXMARK MOWER - REPAIR ELECTRIC PRO	350.48
WASTEWATER FUND	CNG	Q105	05/18/2018	REPAIRS TO LIGHTS - NEW TRUCK	23.33
WASTEWATER FUND	CNG	Q107	05/24/2018	#127 - INSTALLED DECALS & TRIED TO FIX	70.00
WASTEWATER FUND	CNG	Q112	05/27/2018	#2010 - REPAIRS, SPRING ASSY, VARIOUS	630.00
WASTEWATER FUND	CNG	Q112	05/27/2018	MILEAGE TO GET PARTS	45.90
WASTEWATER FUND	RWC INTERNATIONAL	126755T	05/22/2018	PARTS	1,495.52
Total 52-40-670 VEHICLE REPAIRS & MAINT:					4,713.51
Total WASTEWATER FUND:					15,839.13
<b>SANITATION FUND</b>					
<b>53-12500 ACCOUNTS RECEIVABLE</b>					
SANITATION FUND	JASON JOHNSON	060418	06/04/2018	REFUND CREDIT BALANCE	15.06
SANITATION FUND	RAYMOND ADAMS	060118	06/01/2018	REFUND CREDIT BALANCE	15.13
Total 53-12500 ACCOUNTS RECEIVABLE:					30.19
<b>53-40-620 POSTAGE &amp; PRINTING</b>					
SANITATION FUND	POSTAL PROS SOUTHWEST IN	5016	05/31/2018	UTILITY BILLS	371.77
Total 53-40-620 POSTAGE & PRINTING:					371.77
<b>53-40-665 COUNTY SOLID WASTE</b>					
SANITATION FUND	COCHISE COUNTY TREASURE	24023	04/30/2018	TRANSFER STATION EXPENSES - APRIL	18,823.04

Fund	Vendor Name	Invoice Number	Invoice Date	Description	Net Invoice Amount
Total 53-40-665 COUNTY SOLID WASTE:					18,823.04
Total SANITATION FUND:					19,225.00
<b>SAN PEDRO GOLF COURSE</b>					
<b>55-24500 SALES TAX PAYABLE</b>					
SAN PEDRO GOLF COUR	AZ DEPT OF REVENUE - SALES	5/18	05/31/2018	RETAIL SALES TAX - GC	4,864.28
SAN PEDRO GOLF COUR	CITY OF BENSON - SALES TAX	5/18A	05/31/2018	GC SALES TAX	2,908.00
Total 55-24500 SALES TAX PAYABLE:					7,772.28
<b>55-40-300 PROFESSIONAL SERVICES</b>					
SAN PEDRO GOLF COUR	CENTRAL ALARM INC	1005935	06/01/2018	ALARM SERVICE - 6/18	67.00
Total 55-40-300 PROFESSIONAL SERVICES:					67.00
<b>55-40-310 INVENTORY- PRO SHOP</b>					
SAN PEDRO GOLF COUR	PING	14215843	05/17/2018	PRO SHOP INVENTORY	127.61
SAN PEDRO GOLF COUR	PING	14217931	05/18/2018	PRO SHOP INVENTORY	151.72
SAN PEDRO GOLF COUR	PING	14226602	05/24/2018	PRO SHOP INVENTORY	125.22
Total 55-40-310 INVENTORY- PRO SHOP:					404.55
<b>55-40-430 REPAIRS &amp; MAINT - BUILDING</b>					
SAN PEDRO GOLF COUR	BENSON ACE HARDWARE	053118	05/31/2018	PARTS	29.56
SAN PEDRO GOLF COUR	BENSON LUMBER & SUPPLY LL	051318	05/13/2018	GC - PARTS FOR LIGHT PROJECT	410.30
Total 55-40-430 REPAIRS & MAINT - BUILDING:					439.86
<b>55-40-600 OPERATING SUPPLIES</b>					
SAN PEDRO GOLF COUR	R&R PRODUCTS INC	CD2236661	05/25/2018	SUPPLIES	538.09
Total 55-40-600 OPERATING SUPPLIES:					538.09
<b>55-40-670 REPAIRS &amp; MAINT- GOLF CARTS</b>					
SAN PEDRO GOLF COUR	CNG	Q100	05/12/2018	REPAIRS TO GOLF CART	75.00
Total 55-40-670 REPAIRS & MAINT- GOLF CARTS:					75.00
<b>55-50-300 PROFESSIONAL SERVICES</b>					
SAN PEDRO GOLF COUR	BUG-WISER EXTERMINATING	127319	05/02/2018	EXTERMINATING	35.00
SAN PEDRO GOLF COUR	CENTRAL ALARM INC	1005936	06/01/2018	ALARM SERVICE - 6/18	28.00
Total 55-50-300 PROFESSIONAL SERVICES:					63.00
<b>55-50-430 REPAIRS &amp; MAINT- IRRIGATION</b>					
SAN PEDRO GOLF COUR	BENSON ACE HARDWARE	053118	05/31/2018	PARTS	1.96
SAN PEDRO GOLF COUR	R&R PRODUCTS INC	CD2232103	05/15/2018	PARTS	118.41
Total 55-50-430 REPAIRS & MAINT- IRRIGATION:					120.37
<b>55-50-600 GOLF COURSE SUPPLIES</b>					
SAN PEDRO GOLF COUR	BENSON ACE HARDWARE	053118	05/31/2018	SUPPLIES	39.42
SAN PEDRO GOLF COUR	BENSON NAPA	053118	05/31/2018	PARTS	26.12
SAN PEDRO GOLF COUR	R&R PRODUCTS INC	CD2235812	05/23/2018	SUPPLIES	346.88
SAN PEDRO GOLF COUR	WAL-MART BUSINESS	051618	05/16/2018	SUPPLIES	52.45

Fund	Vendor Name	Invoice Number	Invoice Date	Description	Net Invoice Amount
SAN PEDRO GOLF COUR	WAL-MART BUSINESS	051618	05/16/2018	SUPPLIES	71.53
Total 55-50-600 GOLF COURSE SUPPLIES:					536.40
<b>55-50-670 REPAIRS &amp; MAINT- EQUIPMENT</b>					
SAN PEDRO GOLF COUR	BENSON ACE HARDWARE	053118	05/31/2018	PARTS	221.41
SAN PEDRO GOLF COUR	BENSON NAPA	053118	05/31/2018	PARTS	21.02
SAN PEDRO GOLF COUR	R&R PRODUCTS INC	CD2235848	05/23/2018	PARTS	53.79
SAN PEDRO GOLF COUR	SIMPSON NORTON CORP	1528936-00	05/10/2018	PARTS	89.88
SAN PEDRO GOLF COUR	SIMPSON NORTON CORP	1528936-01	05/11/2018	PARTS	14.82
Total 55-50-670 REPAIRS & MAINT- EQUIPMENT:					400.92
<b>55-50-711 GC 17-01 CHEMICAL APPLICATOR</b>					
SAN PEDRO GOLF COUR	MARLIN BUSINESS BANK	16003453	06/04/2018	CHEMICAL APPLICATOR	585.60
Total 55-50-711 GC 17-01 CHEMICAL APPLICATOR:					585.60
<b>55-50-712 GC 17-02 UTILITY MAINT VEHICLE</b>					
SAN PEDRO GOLF COUR	MARLIN BUSINESS BANK	16003453	06/04/2018	UTILITY MAINTENANCE VEHICLE	585.60
Total 55-50-712 GC 17-02 UTILITY MAINT VEHICLE:					585.60
<b>55-50-713 GC 17-03 FAIRWAY UNIT MOWER</b>					
SAN PEDRO GOLF COUR	MARLIN BUSINESS BANK	16003453	06/04/2018	FAIRWAY UNIT MOWER	585.60
Total 55-50-713 GC 17-03 FAIRWAY UNIT MOWER:					585.60
<b>55-60-300 PROFESSIONAL SERVICES</b>					
SAN PEDRO GOLF COUR	BUG-WISER EXTERMINATING	127342	05/02/2018	EXTERMINATING	60.00
Total 55-60-300 PROFESSIONAL SERVICES:					60.00
<b>55-60-310 FOOD COST</b>					
SAN PEDRO GOLF COUR	US FOODS	3406053	05/28/2018	FOOD	560.11
SAN PEDRO GOLF COUR	WAL-MART BUSINESS	051618	05/16/2018	FOOD	48.65
Total 55-60-310 FOOD COST:					608.76
<b>55-60-350 BANK CHARGES</b>					
SAN PEDRO GOLF COUR	FINTECH.NET	4402673	05/31/2018	MAY BILLING	20.00
Total 55-60-350 BANK CHARGES:					20.00
<b>55-60-440 RENTALS</b>					
SAN PEDRO GOLF COUR	MARLIN BUSINESS BANK	16003453	06/04/2018	DISHWASHER	98.11
Total 55-60-440 RENTALS:					98.11
<b>55-60-603 KITCHEN SUPPLIES</b>					
SAN PEDRO GOLF COUR	US FOODS	3280827	05/21/2018	SUPPLIES	196.08
Total 55-60-603 KITCHEN SUPPLIES:					196.08
Total SAN PEDRO GOLF COURSE:					13,157.22

Fund	Vendor Name	Invoice Number	Invoice Date	Description	Net Invoice Amount
AIRPORT					
<b>56-40-300 PROFESSIONAL SERVICES</b>					
AIRPORT	EMPIRE SOUTHWEST, LLC	EPWK0429082	02/27/2018	COMPLETE SERVICE	268.00
Total 56-40-300 PROFESSIONAL SERVICES:					268.00
<b>56-40-430 REPAIRS &amp; MAINTENANCE</b>					
AIRPORT	BUG-WISER EXTERMINATING	127333	05/01/2018	EXTERMINATING	35.00
AIRPORT	EMPIRE SOUTHWEST, LLC	EPWK0430189	03/16/2018	COMPLETE SERVICE	245.00
Total 56-40-430 REPAIRS & MAINTENANCE:					280.00
Total AIRPORT:					548.00
Grand Totals:					208,458.15

## Report Criteria:

Invoices with totals above \$0.00 included.

Only paid invoices included.

# City of Benson City Council Communication

Regular Meeting

June 25, 2018



To: Mayor and Council

Agenda Item # 2

From: Michelle Johnson, Planning Technician/GIS

## Subject:

Discussion and possible action regarding Resolution 19-2018 of the Mayor and Council of the City of Benson, Arizona, Intergovernmental Agreement for Rural Street Naming and Addressing Services between Cochise County and the City of Benson

## Discussion:

To facilitate more accurate addressing and street naming within the City of Benson, this Intergovernmental Agreement (IGA) was drafted by the Deputy County Attorney to revive the Rural Street Naming and Addressing Services IGA originally signed in 2007 and valid for a period of 10 years (expired 2017). This IGA is effective for 5 years, with successive 1-year renewals.

This agreement will allow the County's Rural Addressing Division (RAD) to review and address new subdivisions, manufactured home parks and RV parks proposed within the city limits of Benson. Also, this IGA spells out the responsibility of the City of Benson to send new and renamed street names for approval by the County so that they are compatible with our 911 protocol.

The City will charge developers \$15 per lot, per the County's fee schedule, and pass those fees onto the County at the time they request addressing for a new subdivision, manufactured home park or RV park.

## Staff Recommendation:

Approval of Resolution 19-2018

**RESOLUTION 19-2018**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCHISE COUNTY AND THE CITY OF BENSON FOR RURAL STREET NAMING AND ADDRESSING SERVICES**

WHEREAS, A.R.S §11-952 allows the City of Benson to enter into agreements with other governmental entities regarding joint exercise of powers they hold in common; and,

WHEREAS, the City must name streets and address parcels within its boundaries; and

WHEREAS, Cochise County had the personal to assist the City in maintaining uniformity and eliminating inconsistencies pursuant to Cochise County's Rural Addressing Ordinance and 911 network compatibility; and

WHEREAS, the County has drafted an Intergovernmental Agreement, attached hereto as Exhibit A and incorporated herein by this reference pursuant to which the County will provide the City with street naming and addressing services and the City would pay the County's fee for same; and

WHEREAS, the Mayor and Council of the City of Benson have determined that approve of the Intergovernmental Agreement is in the best interest of the City and its residents.

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

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, this 25th day of June, 2018.

\_\_\_\_\_  
TONEY D. KING, SR., Mayor

ATTEST:

\_\_\_\_\_  
VICKIL. VIVIAN, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
MESCH CLARK ROTHSCHILD  
by GARY J. COHEN  
City's Attorney

**Intergovernmental Agreement  
between  
Cochise County and the City of Benson  
for  
Rural Street Naming and Addressing Services**

This Intergovernmental Agreement (“IGA”) is entered into by and between Cochise County, a body politic of the State of Arizona (“County”) and the City of Benson, an Arizona municipal corporation (“City”), pursuant to A.R.S. § 11-952.

**Recitals**

A. County and City may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952.

B. County and City desire to act jointly and provide County services to maintain uniformity in street naming and numerical addressing, eliminate inconsistencies in and duplication of street names, and facilitate emergency vehicle response.

C. County and City desire to establish the authority for the approval of street names and addresses to property and improvements within the jurisdictional boundaries of the City of Benson, pursuant to Cochise County’s Rural Addressing Ordinance and 911 network compatibility.

NOW, THEREFORE, County and City, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

**Agreement**

1. **Street Names.** County shall review and approve all street names, both public and private, for new or renamed street segments as necessary to facilitate proper addressing and 911 network compatibility in subdivided and unsubdivided areas and process the names for official adoption. County will transmit written responses to City within fifteen (15) working days.
2. **City Processing of Street Name Changes.** City shall process street name changes as requested by County within thirty (30) working days; and notify County at least fifteen (15) days prior to effective date and shall be responsible for entries of new or changed street names and address ranges into the 9-1-1 Net in accordance with protocols of the network vendor.
3. **Addresses.** County shall assign addresses, in accordance with the *Cochise County Rural Addressing Ordinance* and the Master Street Address Guide Coordinator, to all new subdivisions, manufactured home parks and recreational vehicle parks within the City’s corporate limits upon submittal of proper documentation and materials. County will transmit written responses to City within fifteen (15)

working days of receiving proposed plats or development plans.

4. **Address Records.** County and City shall maintain all documentation of approved street names and assigned addresses.
5. **City Duty to Require Addressing.** City shall verify, and use assigned street names and addresses in approving City plats and development plans for manufactured home parks or recreational vehicle parks.
6. **City Duty to Require Signage and Address Display.**
  - a. *Street Signs.* City shall expeditiously install or require the installation of street signs for all new and renamed streets on the effective date in conformance with the Cochise County Rural Addressing Ordinance.
  - b. *Address Display.* City shall field verify that all assigned addresses are permanently displayed and all street signage (when appropriate) are installed with correct spelling prior to occupancy permit issuance.
7. **Meetings.** County may attend development review meetings as requested by the City.
8. **Appeal Procedure.** County shall have administrative jurisdiction to hear and decide appeals for addressing conflicts. County shall:
  - a. Designate an appeal hearing official or body;
  - b. Establish an appeal process; and
  - c. Notify City of appeals decisions.
9. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
10. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Cochise County.

11. **Non-Discrimination.** The parties shall not discriminate against any County employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09 issued by the Governor of the State of Arizona, which is incorporated into this IGA by reference, as if set forth in full herein.
12. **ADA.** The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
13. **Severability.** If any provisions of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect without the invalid provision or application; and to this end the provisions of this IGA are declared to be severable.
14. **Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
15. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Cochise County Board of Supervisors or the City of Benson City Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such a termination, the parties shall have no further obligations other than for payment for services rendered prior to cancellation, and for the duty to indemnify described in section 9, above.
16. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
17. **Legal Jurisdiction.** Nothing in this IGA shall be construed as either limiting or extending the legal jurisdictions of the City or County.
18. **Workers' Compensation and Legal Workers.** Each party shall comply with the notice of A.R.S. § 23-1022(E). For purpose of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees. As mandated by A.R.S. section 41-4401, the parties are prohibited from awarding a contract to

any contractor or subcontractor that fails to comply with A.R.S. section 23-214(A). The parties must also ensure that every contractor and subcontractor comply with federal immigration laws and regulations that relate to their employees and A.R.S. section 23-214(A).

**19. No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any City employees, or between City and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitations) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

**20. No Third-Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard or care with respect to the maintenance of public facilities different from the standard of care imposed by law.

**21. Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

**County:**  
Director of Planning Division  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

**City:**  
City Clerk  
120 W. 6<sup>th</sup> Street.  
Benson, Arizona 85602

*With copies to County Officials:*

County Administrator  
1415 Melody Lane, Building G  
Bisbee, Arizona 85603

Clerk of the Board  
1415 Melody Lane, Building G  
Bisbee, Arizona 85603

**22. Effective Date; Term.** This Agreement shall become effective following its approval by both parties. It shall remain in effect for a term of five (5) years following approval. Thereafter, this Agreement shall automatically be renewed for successive one-year terms, unless the Agreement is terminated earlier as provided in this Agreement.

**23. Termination.**

- a. *Termination for convenience.* Either party may, at any time and without cause, terminate the IGA by providing 30 days written notice to the other party of its intent to terminate.
- b. *Termination for cause.* If, in the judgement of either party to this IGA, the other Party does not perform in accordance with the conditions of this IGA, or is otherwise in default of any provisions of this IGA, the Party claiming non-performance or default shall give written notice to the other Party specifying the nature of the non-performance or default. If the non-performance or default is not corrected within 30 days after receipt of such written notice, or if the non-performing or defaulting Party fails to diligently pursue remedies for corrections which require more than 30 days to complete, the Party claiming non-performance or default may terminate this Agreement.
- c. *Obligations after Termination.* Except for indemnity obligations described in section 9, above, in the event of termination, the Parties shall have no further obligation other than for payment for services rendered.

**24. Entire Agreement.** This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior to contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Cochise County Recorder, or Arizona Secretary of State, whichever is appropriate.

**In Witness Whereof,** the City has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the City Council and attested to by the City Clerk and the County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested by the Clerk of the Board.

**COCHISE COUNTY:**

**CITY OF BENSON**

\_\_\_\_\_  
Chairman  
Board of Supervisors  
**ATTEST:**

\_\_\_\_\_  
Mayor  
**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
City Clerk

**Attorney certification:**

The foregoing Intergovernmental Agreement between Cochise County and City of Benson has been reviewed by the undersigned, pursuant to A.R.S. 11-952(G), and is hereby approved as to form.

**COCHISE COUNTY**

**CITY OF BENSON**

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Deputy County Attorney

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City Attorney

# City of Benson City Council Communication



Regular Meeting

June 25, 2018

To: Mayor and Council

Agenda Item # 3

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

## Subject:

Discussion and possible action regarding Resolution 20-2018 of the Mayor and Council of the City of Benson, Arizona, approving an Intergovernmental Agreement between Cochise County and the City of Benson for Election Supplies and Services

## Discussion:

The City contracts with Cochise County to provide election supplies and services for our Council elections. The previous IGA was in place for the 2016 Council election and the proposed IGA will be in place for the upcoming 2018 elections.

The basic premise of the agreement is the same as the previous IGA, but there are a few changes. The changes include amended language requiring the County to provide for storage and destruction of ballots and election-related materials in compliance with the State of Arizona Retention Schedule guidelines and to arrange for consulting services for the ballot layout, design and programming equipment used in the election. Other changes include the City having the ability to accept or reject the County's services and supplies within 10 days of receiving the estimated costs and the addition of State-required language concerning both parties certifying they are not currently boycotting Israel and will not do so while the agreement is in place. The agreement also includes new language regarding immigration laws and the requirement for the parties' compliance with State and Federal Immigration laws as well as language regarding both parties being required to keep all accounts, reports, files and other records related to the agreement for 5 years after the contract completion.

The fee schedule has been amended to remove the individual charge listings for things such as the required election class, maps, copies, and travel. The most notable change is the administrative fee, which has been reduced from \$1,400 to \$500 and the addition of specific charges being listed for the services from the County Recorder's office instead of the previous language that read the City would be "billed separately by the Recorder's office for staff time and/or any outside vendor utilized for ballot mailing services."

## Staff Recommendation:

Approval of Resolution 20-2018

**RESOLUTION 20-2018**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCHISE COUNTY AND THE CITY OF BENSON FOR ELECTION SUPPLIES AND SERVICES**

WHEREAS, A.R.S. §11-952 allows the City of Benson to enter into agreements with other governmental entities regarding joint exercise of powers they hold in common; and

WHEREAS, the City must hold and conduct elections; and

WHEREAS, Cochise County has qualified elections personnel, supplies and equipment available to the City; and

WHEREAS, the City wishes to engage the County to provide its qualified elections personnel, supplies and equipment to the City; and

WHEREAS, the County has drafted an Intergovernmental Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, pursuant to which the County would provide the City with the County's elections personnel, supplies and equipment, and the City would pay the County's fees for same; and

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, this 25th day of June, 2018.

\_\_\_\_\_  
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"  
Intergovernmental Agreement between  
Cochise County and the City of Benson



## INTERGOVERNMENTAL AGREEMENT FOR ELECTION SUPPLIES AND SERVICES

**THIS AGREEMENT** is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between COCHISE COUNTY (COUNTY), a political subdivision of the State of Arizona, and the City of Benson (JURISDICTION), located at 120 W. 6th Street, Benson, Arizona 85602 for certain election supplies and services;

**WHEREAS**, the County and the Jurisdiction have determined that the use of certain services of the Cochise County Elections Department and the Cochise County Recorder's Office is in the public interest, and the County agrees to provide such service;

**WHEREAS**, the County is willing to provide election services using a vote center model for election districts wishing to participate in the 2018 consolidated state Primary and General elections, but will not provide election services to districts wishing to conduct vote-by-mail elections on the 2018 consolidated elections dates for Primary and General elections;

**WHEREAS**, the parties have authority to enter into an intergovernmental agreement to provide for election supplies and services pursuant to A.R.S. § 11-952 (Intergovernmental Agreements), and A.R.S. Title 16 (Elections and Electors), the parties agree as follows:

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, and obligations herein set forth, the parties agree:

**1. SCOPE:** The scope of this Agreement is limited to election services and supplies between the JURISDICTION and COUNTY for the Primary Election held on August 28, 2018, and the General Election held on November 6, 2018.

**2. COUNTY DUTIES:** The COUNTY agrees contingent upon receipt of a timely, specific request as provided in Paragraph 3(C), to provide the following election services:

**A. Election Equipment:**

1. Provide E-Poll book tablets (electronic poll register), touch-screen voting equipment and tabulation equipment at designated vote centers, for vote center model elections.
2. Provide central election tabulation equipment for early ballots.
3. Provide election reporting system.
4. Provide signage and supplies (paper rolls for machines, tape, scissors, etc)



- B. Administrative services to include the following:
    - 1. Obtain facilities for use as vote centers located throughout the County.
    - 2. Conduct logic and accuracy tests of programs and equipment.
    - 3. Provide early ballots and election day ballots as required.
    - 4. Deliver and pickup equipment, ballots, signage and supplies.
    - 5. Provide abstract of results of tabulation to include total ballots cast within the jurisdiction; total votes for each candidate, question or proposition.
    - 6. Validate, process and count ballots.
    - 7. Provide for storage and destruction of ballots and election related materials in compliance with the State of Arizona Retention Schedule guidelines.
  
  - C. Arrange for consulting services to include the following services:
    - 1. Ballot layout and design for all ballot styles.
    - 2. Programming the operation of voting and tabulating equipment.
    - 3. Programming the operation of the election reporting module.
    - 4. Printing, folding, insertion and mailing Early Ballots and required notices excluding Informational Publicity Pamphlets if required by Jurisdiction.
  
  - D. Arrange for election board workers:
    - 1. Hire qualified election board workers to include Early Boards and Vote Center workers.
    - 2. Train, supervise and pay election board workers.
  
  - E. Provide an estimate of the aggregate cost of the services and supplies.
- 3. JURISDICTION DUTIES:** The JURISDICTION understands and agrees that:
- A. The JURISDICTION retains the primary responsibility for insuring that its election is noticed, held and conducted in the manner required by applicable local, state and federal laws and that the COUNTY does not assume responsibility under this Agreement for any aspects of this election other than those that are expressly stated in Paragraph 2.
  
  - B. JURISDICTION shall pay to the COUNTY the amounts at the rates set forth on Exhibit A attached hereto and incorporated into this Agreement at actual cost.
  
  - C. With respect to any specific election for which the JURISDICTION desires services and supplies pursuant to this Agreement, the JURISDICTION shall provide written notice of the election to the COUNTY at least one hundred and twenty (120) days prior to such election.



- D. The JURISDICTION shall provide the information and detail necessary to enable COUNTY to program the ballot, including the Wards, Districts, or Precincts for which elections are to be held, the offices to be listed on the ballot, the exact listing of the candidates' names to be included, the exact wording (in English and in Spanish) of any Proposition or ballot Question to be included on the ballot, in the format requested by the COUNTY.
1. Translation of the ballot text shall be provided by the JURISDICTION.
  2. The JURISDICTION is responsible for any language, layout, design, printing, mailing, and distribution of any Informational Publicity Pamphlets specific to a JURISDICTION ballot measure.
  3. The JURISDICTION is responsible for final ballot proof.
- E. If a recount is necessary, the JURISDICTION shall reimburse the COUNTY for administrative costs of conducting a recount at the rate of \$500 per contest/question/proposition.
- F. If an election is cancelled prior to programming or printing ballots, the JURISDICTION shall reimburse the COUNTY for administrative costs at the rate of \$250.
- G. The JURISDICTION shall pay the COUNTY in a timely manner or in any event within thirty (30) days of receipt of invoice.
- H. The JURISDICTION understands that they will be billed jointly, on one invoice, by the Elections Department and Recorder's Office for election services as outlined in the attached fee schedule.

**4. TERM.** The term of this Agreement shall begin upon approval of the parties and continue through the conclusion of the November 6, 2018 election.

**5. INDEMNIFICATION.** To the extent permitted by law, each party to this Agreement shall indemnify, defend and hold harmless the other party, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature which results from the act or omission of the indemnifying party, its agents, officers, employees or anyone acting under its direction, control or on its behalf, whether intentional or negligent.

**6. CANCELLATION DUE TO CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by the political subdivision or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of such political subdivision is, at any time while the contract is or any extension of the contract is in effect,



an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

**7. NON-DISCRIMINATION.** To the extent required by law, each party to this Agreement shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disabilities Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4, and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities.

**8. WORKERS' COMPENSATION.** An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any worker's compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

**9. ISRAEL.** In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

**10. IMMIGRATION LAWS.** The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

**11.** The Parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.



**12. NOTICE.** All written communications shall be addressed and mailed or personally served upon the parties, as follows:

**To: Cochise County**

Lisa M. Marra, Director  
Cochise County Elections  
1415 Melody Lane, Bldg. A  
Bisbee, AZ 85603

**To: JURISDICTION**

Vicki Vivian, City Clerk  
City of Benson  
120 W. 6<sup>th</sup> Street  
Benson, AZ 85602

**13. GOVERNING LAW.** This Agreement shall be governed and interpreted by the laws of the State of Arizona.

**14. SAVINGS CLAUSE.** Should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.

**15. AGREEMENT MODIFICATION.** This Agreement may only be modified in writing and must be signed by both parties and their duly authorized agents.

**16. BREACH.** Failure by the COUNTY and/or JURISDICTION to provide the services/ material or to provide the documentation at the time and in the manner described in this Agreement shall constitute a breach of this Agreement.

**17. WAIVER OF CONFLICT.** The parties to this Agreement are aware that the County Attorney's Offices represents the Cochise County Elections Department, and may or may not also represent other party (for example, Special Districts, including but not limited to Flood, Fire or School Districts) to this Agreement in this and other matters. By signing this Agreement each party specifically acknowledges that it is aware of a potential conflict of interest and specifically waives any such claim based upon legal counsels' representation of other parties to this Agreement.

**18. ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the parties to this Agreement.

**IN WITNESS WHEREOF,** the Parties have authorized the designated officials indicated below to execute this Agreement indicating their respective approval.



APPROVED:

COCHISE COUNTY

BY: \_\_\_\_\_

Edward T. Gilligan,  
County Administrator  
Board of Supervisors

APPROVED:

CITY OF BENSON

BY: \_\_\_\_\_

Toney D. King, Sr., Mayor

ATTEST:

BY: \_\_\_\_\_

Arlethe Rios  
Clerk of the Board  
Cochise County Board of Supervisors

ATTEST:

BY: \_\_\_\_\_

Vicki Vivian, City Clerk



## INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Intergovernmental Agreement for election services and supplies between the City of Benson and the County of Cochise for the Primary Election held on August 28, 2018 and the General Election held on November 6, 2018.

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for Cochise County, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

Cochise County Attorney

By: \_\_\_\_\_  
Britt W. Hanson, Chief Civil Deputy  
County Attorney

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for JURISDICTION, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
Gary J Cohen, City Attorney

**EXHIBIT A**

**COCHISE COUNTY  
ELECTION FEE SCHEDULE  
Effective 11/14/15**

Election Services Rate or Fee Per

For 2018 Primary and General Election

Election Department Fee

**ADMINISTRATIVE SERVICE FEES** \$ 500.00 Election

(These services include consulting or assistance given the entity,  
any function performed on behalf of the contracting entity,  
conducting the logic and accuracy test and tabulation of ballots.)

**BALLOT PROGRAMMING, LAYOUT, PRINTING  
INFORMATIONAL AND PUBLICITY PAMPHLETS**

Actual Cost

<b>BALLOT PRINTING FEE</b>	\$ 0.42	Each
<b>ISSUE, MEASURE or CANDIDATE</b>	\$ 50.00	Each
<b>RECOUNT IF REQUIRED</b>	\$ 500.00	Each
<b>CANCELLATION OF ELECTION</b>	\$ 250.00	Each

Recorder's Office Fee

<b>POSTAGE FOR MAILING EARLY BALLOTS</b>	\$ 0.15	Ballot (200+)
<b>PRINTING &amp; PROCESSING</b>	\$ 0.88	Ballot
<b>ENVELOPES &amp; AFFIDAVITS</b>	\$ 0.66	Ballot
<b>POSTAGE &amp; HANDLING</b>	\$ 1.28	Ballot
<b>UNDELIVERABLE MAILINGS</b>	\$ 0.49	Ballot

# City of Benson City Council Communication

Regular Meeting

June 25, 2018



To: Mayor and Council

Agenda Item # 4

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

## Subject:

Discussion and possible action regarding a Commercial Lease Agreement between the Benson Area Food Bank and the City of Benson for a portion of space upon real property located at 370 S. Huachuca Street, Benson, Arizona

## Discussion:

Attached is a letter, per the contract, from the Benson Area Food Bank requesting the continuation of the lease for the real property located at 370 S. Huachuca Street. The lease has been updated to include an automatic renewal unless either party notifies the other 30 days before the renewal date of January 1.

There have not been any issues with the lease of this property to the Benson Area Food Bank.

## Staff Recommendation:

Approval of the Commercial Lease Agreement between the Benson Area Food Bank and the City of Benson for a portion of space upon real property located at 370 S. Huachuca Street, Benson, Arizona

## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement is entered into this 12<sup>th</sup> day of December, 2016 by and between the CITY OF BENSON, an Arizona body politic, acting through its duly authorized City Manager, hereinafter referred to as "CITY", City Hall being located at 120 W. 6th Street, Benson, Cochise County, Arizona, 85602, telephone number (520)586-2245, herein referred to as "LESSOR," and BENSON AREA FOOD BANK, whose headquarters is located at 370 S. Huachuca Street, Benson, Cochise County, Arizona, 85602, herein referred to as "LESSEE."

LESSEE hereby offers to lease from LESSOR the real property located at 370 S. Huachuca, Benson, Cochise County, Arizona, that portion not presently occupied by the Friends of the Benson Library, upon the following terms and conditions:

1. TERM: The term hereof shall commence on the 1st day of January, 2018 and expires on the 31st day of December, 2018. This term shall automatically renew for successive one-year periods unless terminated in accord with the provisions of this agreement.
2. RENT: The total rent shall be \$1.00 dollar, to be paid at 120 W. 6th Street, Benson, Arizona, 85602 or at such other places as the LESSOR may designate from time to time.
3. USE OF BUILDING: The premises being rented herein are to be used only for the purpose of operating LESSEE's Food Bank business, otherwise known as BENSON AREA FOOD BANK. Any alternative use must be approved in writing by the LESSOR.
4. USES PROHIBITED: LESSEE shall not use any portion of the premises for purposes other than those specified hereinabove, and no use shall be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering said property.
5. ASSIGNMENT AND SUBLETTING: LESSEE shall not assign this lease or sublet any portion of the premises without prior written consent of the LESSOR. Any such assignment or subletting without consent shall be void and, at the option of the LESSOR, gives the LESSOR the right immediately terminate this lease. Should LESSOR consent in writing to such assignment of sublease, LESSEE shall still remain primarily liable to LESSOR for payment of the total rental due under the terms of this lease.
6. ORDINANCES AND STATUTES: LESSEE shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now

in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by LESSEE.

7. MAINTENANCE, REPAIRS, ALTERATIONS: LESSEE shall, at its own expense, and at all times, maintain the premises in a similar condition as said premises were at the initiation of this Lease Agreement, including any plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. LESSEE shall be responsible for all repairs required, excepting the roof, exterior walls, and structural foundations, which shall be maintained by LESSOR. No improvement or alteration of the premises shall be made without the prior written consent of the LESSOR. Prior to the commencement of any improvement, alteration, substantial repair, or alteration, LESSEE shall give LESSOR at least two (2) days written notice in order that LESSOR may post appropriate notices to avoid any liability for liens. LESSEE shall not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant or owner in or near the leased building, at issue herein.
8. ENTRY AND INSPECTION: LESSEE shall permit LESSOR or LESSOR's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit LESSOR at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "For Lease" signs, if necessary, and permit persons desiring to lease the same inspect the premises thereafter.
9. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS OF LESSOR: LESSOR shall not be liable for any damage or injury to LESSEE, or any other person, or to any property, occurring on the leased premises or any part thereof, and LESSEE agrees to fully defend, indemnify and hold LESSOR completely harmless from any and all claims for such damages, no matter how caused.
10. POSSESSION: If LESSOR is unable to deliver possession to the premises at the commencement hereof, LESSOR shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but LESSEE shall not be liable for any rent until possession is delivered. LESSEE may terminate this lease if possession is not delivered within ten (10) days of the commencement of the term hereof.
11. UTILITIES: LESSOR shall be responsible for the payment of all utilities, including, but not limited to, water, gas, electricity, heat and other services delivered to the premises.
12. SIGNS: LESSOR reserves the exclusive right to the roof, side and rear walls of the premises. LESSEE shall not construct any projecting sign or awning without the prior written consent of LESSOR.

13. ABANDONMENT OF PREMISES: LESSEE shall not vacate or abandon the premises at anytime during the term hereof, and if LESSEE shall abandon or vacate the premises, or be dispossessed by process of law, or otherwise, any personal property belonging to LESSEE left upon the premises shall be deemed to be abandoned, at the option of the LESSOR.
14. CONDEMNATION: In the event that the demised premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use hereunder, this lease shall terminate upon the date upon which the condemner acquires possession. All sums which may be payable on account of any condemnation shall belong to the LESSOR, and LESSEE shall not be entitled to any part thereof, provided however, that LESSEE shall be entitled to any part thereof. Because LESSEE has the option to remove any trade fixtures in accord with the terms of this agreement, LESSEE agrees that it shall have no claim for the value or removal of its trade fixtures in the event of a condemnation.
15. TRADE FIXTURES: Any and all improvements made to the premises during the term hereof shall belong to the LESSOR, except trade fixtures of the LESSEE. LESSEE may, upon termination hereof, remove all his trade fixtures, but shall repair or pay for all repairs necessary for damages to the premises occasioned by removal.
16. DESTRUCTION OF PREMISES: In the event of a partial or total destruction of the premises during the term hereof, from any cause, LESSOR and LESSEE shall, at that time, determine whether to continue or terminate this agreement.
17. REMEDIES OF LESSOR ON DEFAULT: In the event of any breach of this lease by LESSEE, LESSOR may, at his option, terminate the lease and recover from the LESSEE: (a) the worth at the time of award of the unpaid rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the LESSEE proves could have been reasonably avoided; and/or (c) any other amount that reasonably compensates LESSOR for all detriment proximately caused by LESSEE's failure to perform his obligations under the lease or which in the ordinary course of things would be likely to result therefrom.

LESSOR may, in the alternative, continue this lease in effect, as long as LESSOR does not terminate LESSEE's right to possession, and LESSOR may enforce all his rights and remedies under the lease, including the right to recover the rent as it becomes due under the lease. If said breach of lease continues, LESSOR may, at any time thereafter, elect to terminate the lease. Nothing

contained herein shall be deemed to limit any other rights or remedies which LESSOR may have.

18. SECURITY: There shall be a (N/A) security deposit to secure the performance of the LESSEE's obligations hereunder.
19. ATTORNEY'S FEES: In case suit should be brought by one of the parties for recovery of the premises, or for any sum due hereunder, or arising from any act or omission related to this Lease Agreement, the prevailing party shall be entitled to all reasonable costs incurred in connection with such action, including a reasonable attorney's fees.
20. WAIVER: No failure of LESSOR to enforce any term hereof shall be deemed to be a waiver.
21. NOTICES: Any notice which either party may or is required to give, shall be in writing and shall be delivered served by personal delivery or by certified mail upon the other party at the following addresses, or at such other places as may be designated in writing by the parties from time to time.

LESSOR  
City of Benson  
120 W. 6th Street  
Benson, AZ 85602

LESSEE  
Benson Area Food Bank  
370 S. Huachuca Street  
Benson, AZ 85602

22. HOLDING OVER: Any holding over after the expiration of this lease with the consent of LESSOR, shall be construed as a month-to-month tenancy at a rental rate of (N/A) Dollars per month, otherwise in accordance with the terms hereof, as applicable.
23. TIME: Time is of the essence of this lease.
24. HEIRS, ASSIGNS, SUCCESSORS: This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to LESSOR.
25. PROPERTY TAXES: LESSOR shall pay all real property taxes and any assessments of any nature levied on the property leased by an authorized governmental agency.
26. TERMINATION: Either party may terminate this lease by giving thirty (30) days written notice to the other party delivered in person or by mail addressed to the addresses in as directed in Section 21.

Notwithstanding any other provision in this agreement, the City may terminate this agreement if, for any reason and in the sole and absolute discretion of the City, there are not sufficient appropriated and available monies for the purpose

of maintaining LESSOR/CITY's obligations under this agreement or other public entity obligations. In the event of such termination, LESSOR/CITY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

27. NOTICE OF CONFLICT OF INTEREST CANCELLATION: This Agreement may be cancelled for conflict of interest pursuant to A.R.S. § 38-511.

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

The undersigned LESSEE hereby acknowledges receipt of a copy hereof.

Dated this 25<sup>th</sup> day of June, 2018.

\_\_\_\_\_

\_\_\_\_\_  
Name of Representative,  
Benson Area Food Bank, LESSEE

The undersigned LESSOR hereby acknowledges receipt of a copy hereof.

Dated this 25<sup>th</sup> day of June, 2018.

\_\_\_\_\_

Toney D. King, Sr., Mayor

ATTEST:

\_\_\_\_\_

Vicki L. Vivian, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Gary J. Cohen, City Attorney



# Benson Area Food Bank

*Serving the Hungry since 1989*

370 South Huachuca Street

Benson, Arizona 85602

520-586-7916

Tax ID: 86-0761813

June 20, 2018

City of Benson  
120 West 6<sup>th</sup> Street  
Benson, Arizona 85602

To Whom it May Concern:

For 2018, the Benson Area Food Bank would like to renew our lease contract for 370 South Huachuca Street on the same terms and conditions as the present contract.

Thank you for all the assistance you have given us over the years. The volunteers and our recipients are very grateful.

Sincerely,



Joy Reilly  
{President}

I

**Open Monday through Friday 9:00 am to 11:30 am**

# City of Benson City Council Communication



Regular Meeting

June 25, 2018

To: Mayor and Council

Agenda Item # 5

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

**Subject:**

Discussion and possible action regarding the adoption of the City of Benson Strategic Action Plan for Fiscal Years 2019-2020

**Discussion:**

A Strategic Action Plan is an important tool that serves as guidance, or a roadmap, to be used in determining the direction the Council wants the City to move in. To create the City's Strategic Action Plan, consultants came in and met with the Council and Staff on several occasions. Surveys were given to both the Council and Staff to gather information used to create a draft Strategic Action Plan for Council's review and ultimate adoption.

On May 9, 2018, the Council held a worksession regarding the "Strategic Action Plan for Fiscal Years 2019-2020." The purpose of the worksession was for Council to be able to review the plan and make changes as desired before the final adoption by Council. During the worksession discussions, the Council asked for the changes shown below.

Fiscal Sustainability

Action Item	Description	Responsibility	Timeframe
Provide self-fueling at the Airport	Evaluate self-serve fueling <del>City-operated self-serve fuel</del>	Airport, Public Works	FY19
Shade Hangars	Evaluate shade hangars <del>City owned shade hangars</del>	Airport, Public Works	FY19

Community Quality of Life

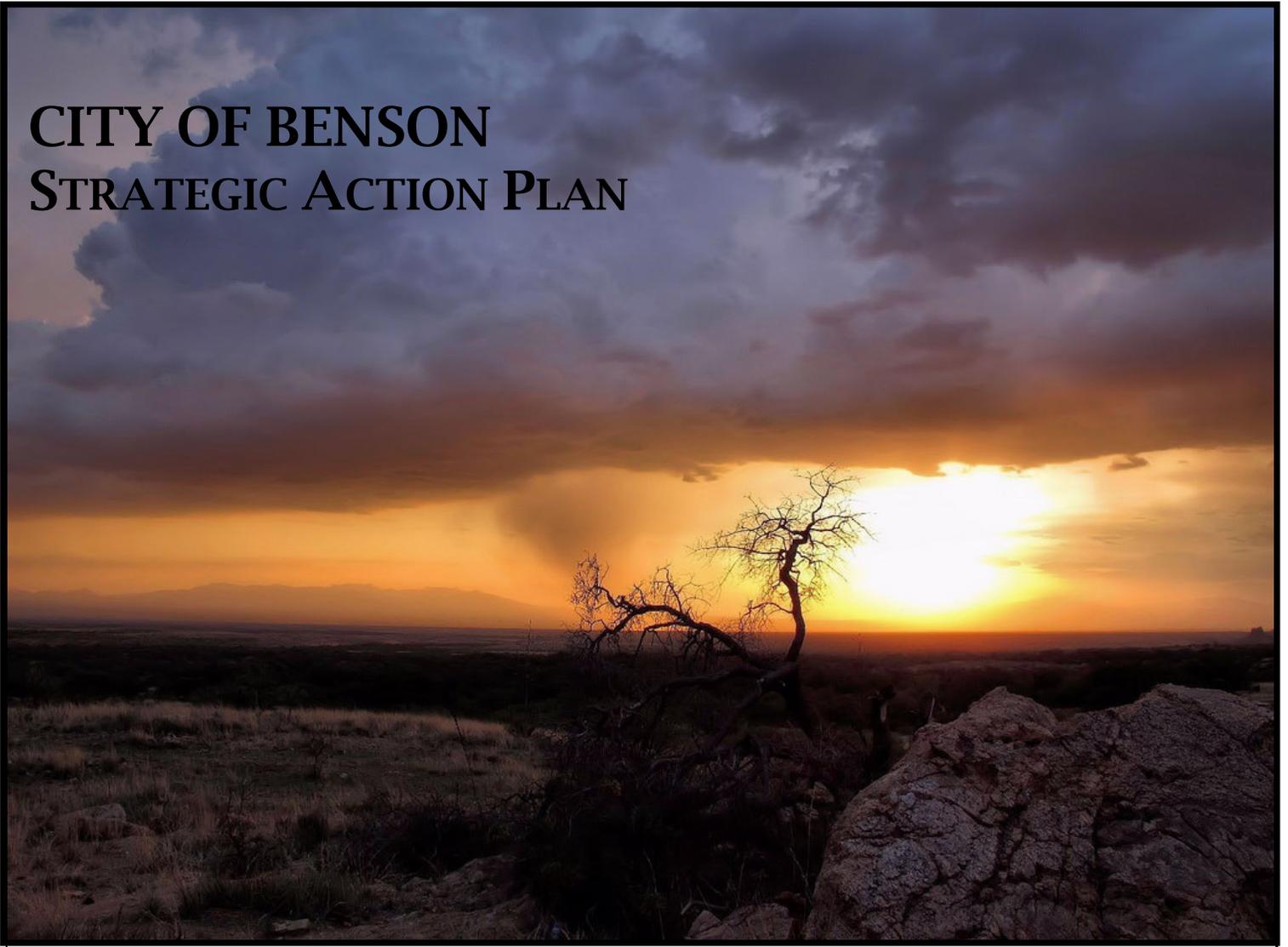
Action Item	Description	Responsibility	Timeframe
Establish Railroad Quiet Zone	Evaluate and investigate Opportunities to establish	City Manager	FY19-20

With the amendments now made, Staff is seeking the final adoption of the City of Benson Strategic Action Plan for Fiscal Years 2019-2020. I would like to note that the Strategic Plan will be updated annually in the spring of each year during the annual budget process.

**Staff Recommendation:**

Adoption of the City of Benson Strategic Action Plan for Fiscal Years 2019-2020

# CITY OF BENSON STRATEGIC ACTION PLAN



FISCAL YEARS 2019-2020

## STRATEGIC FOCUS AREAS



FISCAL SUSTAINABILITY



ECONOMIC GROWTH



CITY ORGANIZATION



COMMUNITY QUALITY OF LIFE

INFRASTRUCTURE AND FACILITIES



# BENSON CITY COUNCIL



**Toney D. King, Sr.**  
Mayor



**Joe Konrad**  
Vice Mayor



**Patrick Boyle**  
Councilmember



**Larry Dempster**  
Councilmember



**Lupe Diaz**  
Councilmember



**Levi Garner**  
Councilmember



**David Lambert**  
Councilmember

The City of Benson operates under the MAYOR-COUNCIL form of government. The Mayor and six members of the City Council are elected at large, with the Mayor serving two years and the Council members serving overlapping terms of four years. The City Council is the legislative body responsible for the overall policies and direction of the City. The City operates under general law and the constitution and laws of the State of Arizona.

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Focus Areas	
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Infrastructure and Facilities	17



# CITY MANAGER OVERVIEW

## **Honorable Mayor and Council Members:**

I am pleased to present you with our Strategic Action Plan. This Council and City staff have done an exceptional job of developing a strategic approach with a strong emphasis on executing projects in our key focus areas of Fiscal Sustainability, Infrastructure and Facilities, Community Quality of Life, City Organization and Economic Growth. Together, we have charted an excellent path for managing the future horizon for Benson and its residents.

The Strategic Action Plan establishes a road map for activities and initiatives that will achieve the vision for the City and will ensure that Benson is poised to capitalize on opportunities to advance key initiatives. This plan is a flexible tool to guide and assist with proactive policy development. The achievements resulting from this plan will be enjoyed by current residents and future generations. This plan is designed to highlight key activities in support of stated priorities and goals over a period of two (2) fiscal years.

This document is aligned with many other planning documents used by the City that guide department priorities and performance. The Strategic Action Plan focuses specifically on activities outside of the day-to-day operational services the City provides. The projects included in the Strategic Action Plan are specific, measurable, on a timetable and assigned to a lead department. The Action Plan may also be used as a mechanism to provide status updates on the progress of activities at regular intervals.

The City now has a plan and road map for making strategic decisions for continuously maintain and improve our operations and services to citizens. I would like to thank the Mayor and Council and Leadership Team for their insights and energy in development of this plan.

Vicki L. Vivian, CMC

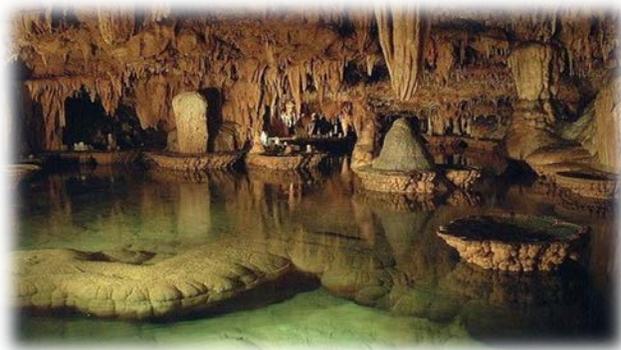
Interim City Manager/City Clerk

# BENSON, ARIZONA

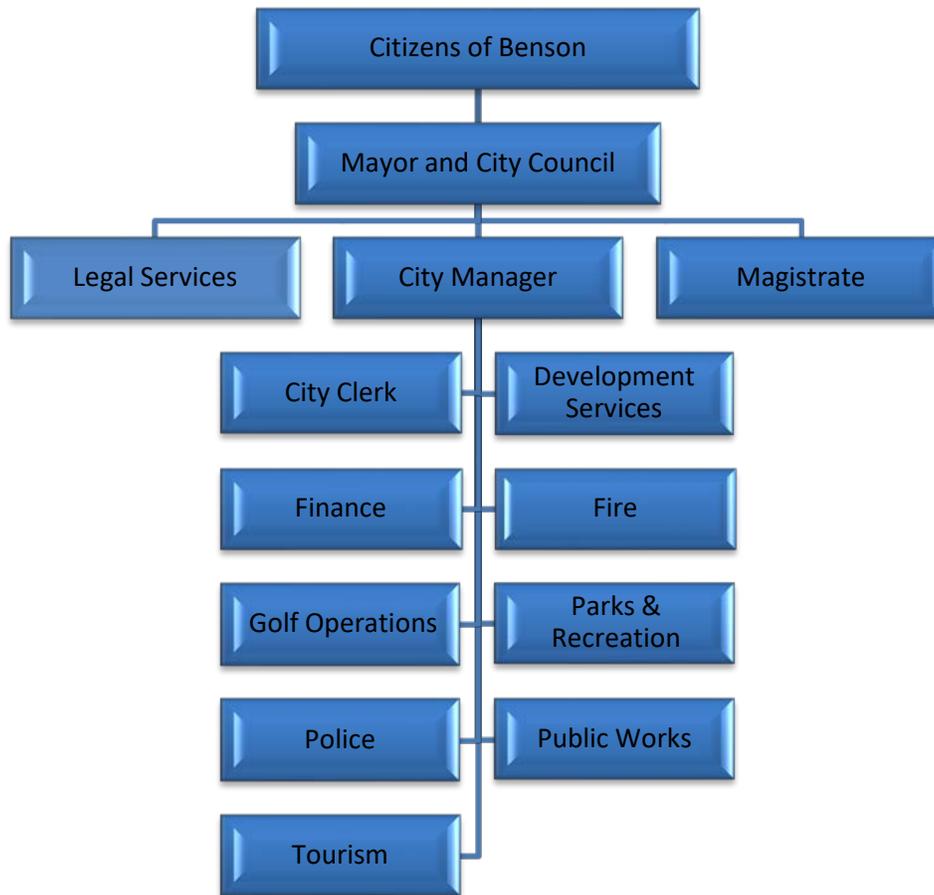
Benson was founded in 1880 when the Southern Pacific Railroad came through. It was named after Judge William S. Benson, a friend of Charles Crocker, president of the Southern Pacific.<sup>[4]</sup> The railroad, coming overland from California, chose the Benson site to cross the San Pedro River. Benson then served as a rail junction point to obtain ore and refined metal by wagon, in turn shipping rail freight back to the mines at Tombstone, Fairbank, Contention City and Bisbee. For example, the railhead in Benson was about 25 miles from Tombstone, and was the closest rail connection to it until 1882, when a feeder line was laid from Benson to Contention City.

The railhead in Benson was founded about a mile from a traditional crossing of the upper San Pedro River (known also as the Middle Crossing), used by the Southern Emigrant Trail and San Antonio-San Diego Mail Line. It was the site of the San Pedro Station of the Butterfield Overland Mail and a wagon depot, the San Pedro River Station, run since 1871 by William Ohnesorgen. In 1878 he had erected a toll bridge over which mining supplies were transported to the new mining camps such as Fairbank and Tombstone. Two years later this bridge marked the location of the railroad bridge that became the terminal site of Benson.

The City today is perhaps best known as the gateway to Kartchner Caverns State Park. It is also home to the acclaimed Singing Wind Bookshop, which specializes in books about the southwest.



# ORGANIZATION CHART



## **LEADERSHIP TEAM**

Vicki Vivian – Interim City Manager

Vicki Vivian – City Clerk

Michelle Johnson – Development Services/Planning & Zoning

Keith Spangler – Fire Department

Joe DeVecchio – Golf Operations

Dorthey Moncada – Recreation Center

Kelli Jeter – Library

Paul Moncada – Police Department

Brad Hamilton – Public Works

Dave Thompson – Airport

Kathe Williams – Transit

Bob Nilson – Tourism

# CITY VISION STATEMENT

## Vision Statement

Serving the people of Benson by effectively planning for growth, providing for a safe environment, quality transportation, reliable utilities, enhanced recreational opportunities, competent administration, a healthy business climate, a positive self-image, cooperation with other levels of government, while maintaining fiscal responsibility.



# STRATEGIC ACTION PLAN

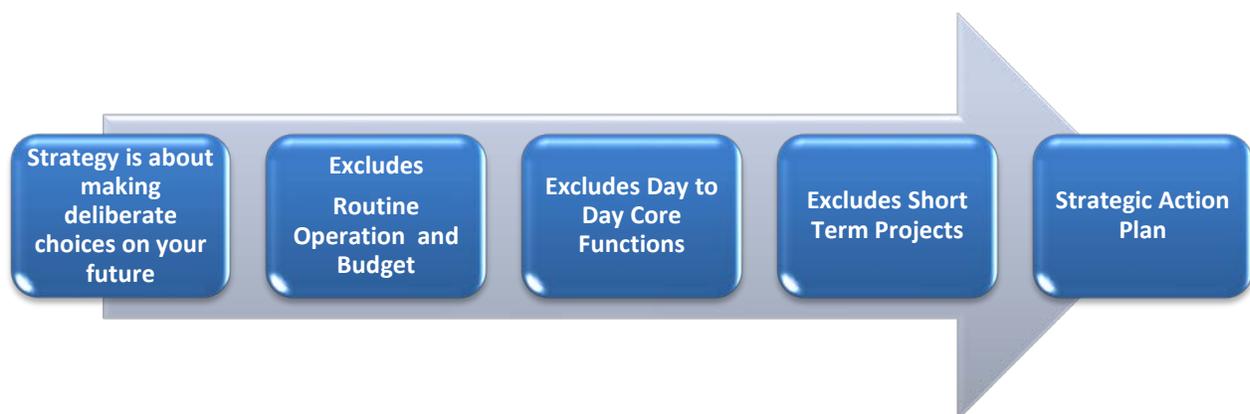
How will the Strategic Action Plan help the City focus? Implementing the Vision and Mission of the City takes discipline and collaboration between the Mayor and Council, City Manager and Staff. Benson will rely on the Strategic Focus Areas and Strategies of the Strategic Action Plan to:

1. Develop the operating budget.
2. Consider revisions to capital improvement projects.
3. Develop new projects and assign them to specific departments for execution.
4. Implement projects and initiatives already approved in existing City plans.
5. Determine an agreed upon process and schedule to prioritize projects and revise priorities as necessary.

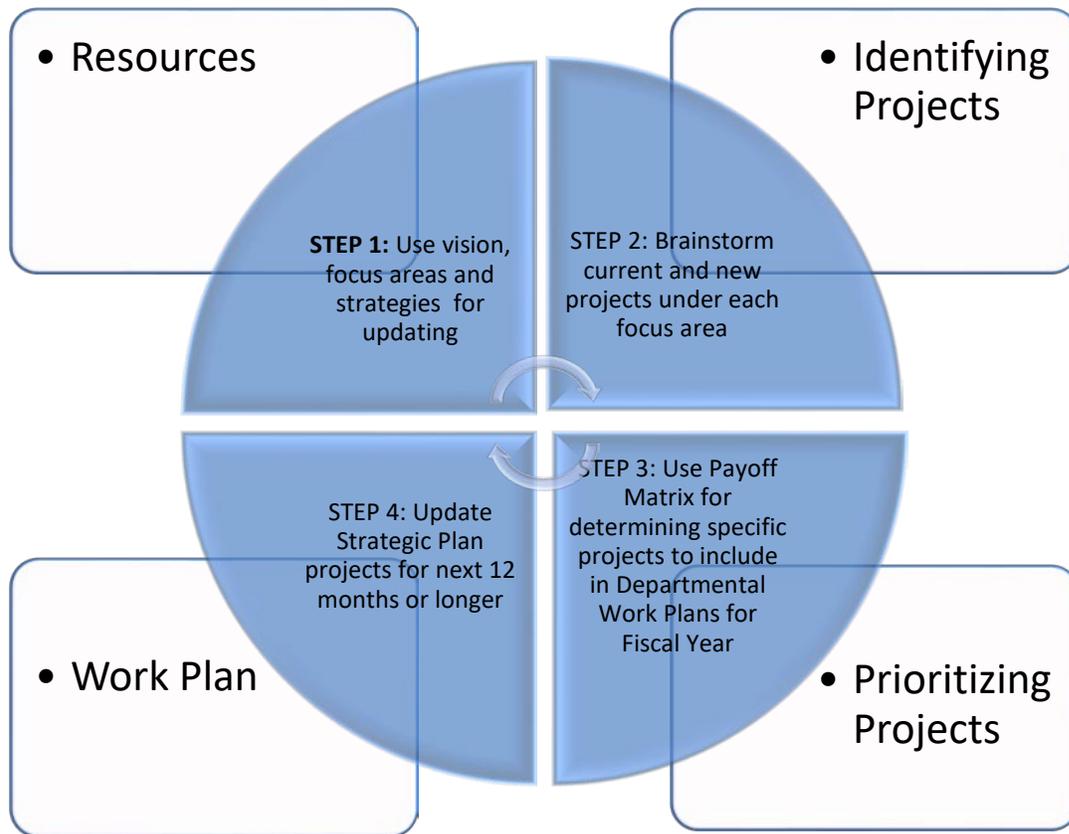
What specific steps will Benson take every year to focus its strategic efforts?

1. The Strategic Plan will be updated annually in the spring of each year during the annual budget process. All strategic projects (non-capital improvement) that require a significant amount of staff time should be included in the plan.
2. The Mayor, Council and City Manager are committed to making sure that staff has the time and resources to complete the projects in the plan.
3. If new project(s) are added to the plan after it is approved, the Mayor and Council will work with the City Manager to determine what project(s) currently in the plan need to be reprioritized and reflected in either the upcoming fiscal year capital improvement program and/or operating budgets.

How will the City stay strategically focused? As depicted in the chart below, strategy is about making deliberate choices about the future and excluding projects from the plan that are not strategic.



# STRATEGIC PLAN UPDATING PROCESS



# FOCUS AREAS, STRATEGIES AND PROJECTS

## Strategic Focus Areas, Strategies and Projects



Organizations make a very deliberate choice to be strategic. The Focus Areas are the **WHAT** that defines the purpose and function of the City. The strategies and projects under the Focus Areas are the **HOW** behind achieving the goals in the Focus Areas. Benson has five strategic Focus Areas with specific strategies.

Strategic focus areas are designed to keep the organization's priorities from getting distracted by what may appear to be competing opportunities. This strategic focus will drive policy decisions and priorities for the City.

The pages that follow outline each Focus Area, Strategies, and Projects.



# FISCAL SUSTAINABILITY



The City of Benson will implement innovative and responsible policies and business practices to effectively manage its fiscal and human resources. The City will maintain a stable financial environment that is transparent and that maintains an outstanding quality of life for our citizens. Business practices will be efficient and ensure exceptional customer service to all stakeholders and citizens. Every effort will be made to cultivate, protect and strengthen existing and new sources of City revenue.

**Guiding Principle 1:** Demonstrate fiscal responsibility through establishing financial policies, budgeting practices and financial standards of excellence requirements that meet the benchmarks for financial reporting requirements established by the Governmental Finance Officer Association (GFOA) and the Government Accounting Standards Board (GASB).

**Guiding Principle 2:** Implement business processes and efficiencies to streamline the cost of government including the examination and identification of cost of services and cost of recovery (fees).

**Guiding Principle 3:** Create a human capital plan that allows the City to proactively plan for, maximize, and retain top human resources.

**Guiding Principle 4:** Create and pursue innovative technology initiatives to support internal City business processes, customer service and encourage private development investment and opportunities.

**Guiding Principle 5:** Create and pursue opportunities for collaboration and regional partnerships to maximize resources and address regional issues.

Action Item	Description	Responsibility	Timeframe
Provide self-fueling at the airport	Evaluate self-serve fueling	Airport, Public Works	FY19
Shade Hangars	Evaluate shade hangars	Airport, Public Works	FY19

# FISCAL SUSTAINABILITY



<b>Action Item</b>	<b>Description</b>	<b>Responsibility</b>	<b>Timeframe</b>
Utility Rate Study	Water, Waste Water, Sanitation, Gas rate evaluation	Finance, Public Works	FY19
Audit Existing Utility Policies	Develop new policies on utility collection	Finance	FY19
Billing for out of area Rescue and Fire responses	Develop protocol and fee schedule to bill for out of area Rescue and Fire responses	Fire Dept.	FY19-20
Financial Policies	Develop and implement financial policies	Finance	FY19
Prioritization process for CIP projects	Develop prioritization program for capital projects and associated Operating and Maintenance costs	Finance	FY20
Comprehensive Annual Financial Report	Develop plan to apply for certificate of achievement and financial reporting through GFOA	Finance	FY19-20

# ECONOMIC GROWTH



The City of Benson will seek diverse, high quality growth that supports the downtown, fosters local jobs and attracts mixed-use developments. Business investment and sustainability will be fostered through streamlined processes, technology and ongoing partnerships and relationships. The City will support a strong business community and business identity.

**Guiding Principle 1:** Streamline the City’s development services to efficiently support local economic development.

**Guiding Principle 2:** Establish a long-range planning vision e.g., general plan, water and sewer master plan, transportation master plan, land use plan, that incorporates citizen and stakeholder input to provide a road map for strategic economic development, infrastructure and budget planning.

**Guiding Principle 3:** Focus on strategic economic development pursuits that will increase local jobs, generate additional sales tax revenue and create demand for supporting businesses.

**Guiding Principle 4:** Foster support of local businesses through ongoing engagement and communication to ensure City policies and priorities support their long-term success.

**Guiding Principle 5:** Develop and implement a collaborative Economic Gardening strategy with downtown businesses.

Action Item	Description	Responsibility	Timeframe
Amtrak Platform	Seek funding and grants to construct ADA compliant 900’ platform	Public Works	FY20
Economic Development “Asset Inventory”	List of community assets for economic development	Tourism	FY19
Economic Development Strategic Plan	Develop a focused Economic Development strategy for Benson	City Manager	FY19-20
Economic Development Portal	Update City website to include dedicated Economic Development section	Public Works	FY19
Online Permitting Program	Buy and implement electronic permitting software	Public Works	FY19

# CITY ORGANIZATION



The City of Benson will provide a working environment and benefits to attract and retain a workforce that is committed to providing outstanding service in the most cost-effective manner to its citizens. The City's policies and procedures will follow best practices. Our focus will be on creating systems, processes, programs and an organizational structure that ensures strong and principled leadership for Benson. Everyone will foster a mindset of bold innovation that further encourages/enables Benson to "think outside the box" to address the challenges and opportunities facing municipal government in the 21st century.

**Guiding Principle 1:** Create and maintain a culture of ownership that empowers employees to be creative, innovative, make decisions and be accountable for them. Ensure employees have the necessary intellectual and physical resources to efficiently and effectively perform their jobs and provide excellent customer service.

**Guiding Principle 2:** Foster an environment that continuously seeks to improve service and organizational responsiveness to internal and external customers.

**Guiding Principle 3:** Establish clear expectations, roles and responsibilities for all employees, elected officials, appointed commissioners and committee members, and volunteers.

**Guiding Principle 4:** Develop initiatives to improve communication and transparency for City employees through "Open Book Management" concepts.

**Guiding Principle 5:** Develop training, systems, policies and procedures that continuously improve governance and teamwork between the City Council, the City Manager, the Senior Management Team, City staff, volunteers, committees and commissions that maintain the highest standards of integrity and ethics.

Action Item	Description	Responsibility	Timeframe
Workforce analysis	Analyze current/future workforce needs based on service demands	City Manager	FY20
Comp and class study	Pay and compensation study based upon market analysis	City Manager	FY20
Evaluate performance management systems	Identify a system to enhance employee performance	City Manager	FY19

# CITY ORGANIZATION

<b>Action Item</b>	<b>Description</b>	<b>Responsibility</b>	<b>Timeframe</b>
Develop employee and leadership training programs	Evaluate training needs and implement programs	HR	FY19
Define roles and responsibilities for City Council and City staff	Evaluate and develop expectations and accountability for governance and City operations	City Manager	FY19
Develop and implement exit interview procedure	Create exit interview process upon separation from City	HR	FY19

# COMMUNITY QUALITY OF LIFE



The City of Benson will provide programs, gathering places, and events where the community can come together to participate in opportunities of learning and recreation. Sustainable relationships with the community will be cultivated through citizen engagement, outstanding customer service, and clear, accessible communication. Our community's history and environment will be protected for future generations. Benson will implement programs and projects that create a clean, safe (public safety), and sustainable environment that provide citizens with opportunities for an engaged, healthy, and active lifestyle.

**Guiding Principle 1:** Support the presence and partnerships with all educational institutions and local school district leadership. Provide programs to ensure quality opportunities for area youth.

**Guiding Principle 2:** Create an enhanced connection with neighborhoods throughout the City through focused outreach and strategic utilization of various communication methods.

**Guiding Principle 3:** Identify public safety business process improvements and innovative programs that ensure a safe community.

**Guiding Principle 4:** Support initiatives and evaluate community programs and events that promote healthy and quality lifestyles for our diverse citizenry.

**Guiding Principle 5:** Foster environmentally conscious initiatives and City codes that support a clean, well-maintained, sustainable community.

<b>Action Item</b>	<b>Description</b>	<b>Responsibility</b>	<b>Timeframe</b>
Lion's Park Expansion	Begin implementation of Park Master Plan	Public Works	FY20
Create mountain bike trail system around golf course	Evaluate feasibility of developing bike trail system	Golf Course	FY19-20
Memorial Event	Implement event to generate revenue to fund memorial path around Lion's Park	Recreation	FY20

# COMMUNITY QUALITY OF LIFE



<b>Action Item</b>	<b>Description</b>	<b>Responsibility</b>	<b>Timeframe</b>
Recreation Program Expansion	Implement year-round recreation/learning opportunities	Recreation	FY20
Blight and slum abatement	Identifying and prioritizing properties for blight and slum abatement	Public Works	FY19
Public Transportation Expansion	Expand routes and schedules for public transportation.	Transit	FY19
School Internship Program	Evaluate feasibility of establishing internship program	HR	FY20
Reserve Firefighter Program	Feasibility study to implement reserve firefighter program	Fire	FY19-20
Citizen's Academy (LEAD Program)	Develop and implement citizen education program	City Manager	FY20
Improve communication City-wide with residents	Establish focus group to evaluate communication preferences	City Clerk	FY19
Increasing Community Events	Review opportunities for additional Community Events	Recreation	FY19
Establish Railroad Quiet Zone	Evaluate and investigate opportunities to establish	City Manager	FY19-20

# INFRASTRUCTURE AND FACILITIES

The City of Benson will strategically plan, construct and maintain current and future infrastructure, equipment and facilities that support the community’s quality of life, economic viability and protects the environment.

**Guiding Principle 1:** Establish routine, best practices maintenance guidelines to monitor the efficiency and operability of current below- and above-grade infrastructure.

**Guiding Principle 2:** Identify programs, technologies or resources to compliment current operational practices to ensure sustainability of existing infrastructure.

**Guiding Principle 3:** Establish long-term planning, prioritization and investment strategies for future infrastructure that improves the quality of life for citizens while being financially sustainable.

Action Item	Description	Responsibility	Timeframe
Deferred Maintenance Policy	Develop and implement deferred maintenance policy to build reserves	Finance	FY20
Public Transportation Expansion	Establish local transit hub	Transit	FY20-21
New City Hall	Design, fund, and construct new City Hall	Public Works	FY20-21
Waste Water System Master Plan	Evaluate and create Waste Water System Master Plan	Public Works	FY19
Waste Water Treatment Plant Master Plan	Evaluate and create Waste Water Treatment Plant Master Plan	Public Works	FY20
Water Line System Master Plan	Evaluate and create Water Line System Master Plan	Public Works	FY19

# INFRASTRUCTURE AND FACILITIES

<b>Action Item</b>	<b>Description</b>	<b>Responsibility</b>	<b>Timeframe</b>
New Public Works Material Yard	Evaluate feasible location for relocating Public Works Material Yard	Public Works	FY20-21
Community Action Group for Capital Improvement Bond	Engage community to evaluate feasibility of Infrastructure Bond	City Manager	FY20
Renegotiate Cox Franchise Agreement	Increase High Speed Internet Availability	Public Works	FY19