



# AGENDA

# 6:00 P.M.

SPECIAL CITY COUNCIL MEETING

MONDAY, MARCH 23, 2015

MEETING LOCATION: SAFFORD LIBRARY PROGRAM ROOM ♦ 808 S 7<sup>TH</sup> AVENUE, SAFFORD, ARIZONA

*Pursuant to Section 2.04.100 of the Municipal Code, the Council may meet in a Council Special Meeting which shall be open to the general public. No call to the public shall be authorized.*

▪ *A copy of agenda background material provided to Council members, with the exception of material relating to possible executive sessions, is available for public inspection at the City Clerk's Office, 717 Main Street.*

▪ *Monday – Thursday 7:00 a.m. – 6:00 p.m. and on the City's website at: [www.cityofsafford.us](http://www.cityofsafford.us)*

- 1. WELCOME AND CALL TO ORDER:** (Reminder: Please turn off cell phones)
- 2. ROLL CALL:**
- 3. PLEDGE OF ALLEGIANCE TO THE FLAG:** Mayor Gibbs will lead the Pledge of Allegiance to the Flag.
- 4. OPENING PRAYER:** Mr. Bill Johnson will offer the Opening Prayer.
- 5. CITIZEN COMMENTS ON AGENDA ITEMS:**
- 6. BOARDS/COMMISSION/GROUPS:**
  1. Southeastern Arizona Dementia Friendly Communities will provide a presentation concerning "Communities dedicated to easing the problems of dementia". **INFORMATION/DISCUSSION**
  2. Southeastern Arizona Community Unique Services presentation. **INFORMATION/DISCUSSION**
- 7. NEW AND OLD BUSINESS:**
  1. *HintonBurdick* will present the Comprehensive Annual Financial Report for Fiscal Year Ending 2014. (Staff, Terry Quest) **INFORMATION/DISCUSSION**
  2. Request for the Mayor and City Council to ratify a contract approved and signed by the City Manager on March 10, 2015 with Kimley-Horn and Associates for \$99,800 to begin emergency work to address a notice of violation the City received from the Army Corps of Engineers. (Staff, Randy Petty) **INFORMATION/DISCUSSION/ACTION**
  3. Evaluation of current employee health insurance plan. **INFORMATION/DISCUSSION/ACTION**
- 8. CONSENT RESOLUTIONS:**
  1. Request for the Mayor and City Council to approve and adopt Resolution Number 15-010 authorizing the execution of Contract No. 15-159-20, Inmate Work Labor with ASPC-Safford and authorizing the City Manager to execute. (City Manager) **INFORMATION/DISCUSSION/ACTION**
  2. Request for the Mayor and City Council to approve and adopt Resolution Number 15-011 approving an Assignment Consent, a PPA Amendment and a Lender Consent in connection with the SPPR/SEMPR Power Purchase Agreement. (Staff, Eric Buckley) **INFORMATION/DISCUSSION/ACTION**



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MEETING LOCATION: SAFFORD LIBRARY PROGRAM ROOM ♦ 808 S 7<sup>TH</sup> AVENUE, SAFFORD, ARIZONA

*If authorized by a majority vote of the Common Council of the City of Safford, and pursuant to Arizona Revised Statutes §38-431.03 et seq., the Council may adjourn the meeting at any time and move into Executive Session for consultation with the attorney of the public body. Executive session will not be open to the public.*

*Pursuant to Title II of the Americans with Disabilities Act (ADA), persons with a disability may request reasonable accommodations by contacting City Hall at (928)432-4000, forty-eight (48) hours prior to the meeting.*

## 9. ORDINANCES:

1. Request for the Mayor and City Council to approve and adopt Ordinance Number 15-001, a rezone from R1-6 (Single Family Residential) to C-MH(Conventional and Manufactured Home) on Graham County Parcel # 101-19-043, 1213 9<sup>th</sup> Avenue, Safford, Arizona. (Staff, Dustin Welker) **INFORMATION/DISCUSSION/ACTION**
2. Request for the Mayor and City Council to approve and adopt Ordinance Number 15-002, an amendment to Title 17.16.020 of *City of Safford Municipal Code*, Nonconforming Buildings and Uses, eliminating restrictions to the use of properties in the event of a fire, flood, or other calamity or act of nature. (Staff, Dustin Welker) **INFORMATION/DISCUSSION/ACTION**

## 10. MONTHLY/QUARTERLY REPORTS:

1. Police Report
2. Building Inspection Report
3. Public Works Report
4. Human Resources Report
5. Clerk’s Office Report
6. Library Report
7. Utilities Consumption/Water Production Reports
8. Projects Planning and Grants Administration
9. Prosecution Report
10. Airport Reports
11. Expense Report over \$5,000
12. Purchasing Card Report

**INFORMATION/DISCUSSION**

## 11. CONTRACTS, AGREEMENTS, BIDS:

1. Request for the Mayor and City Council to discuss and approve an FBO Lease Agreement renewal with Ponderosa Aviation. (Staff, Dustin Welker) **INFORMATION/DISCUSSION/ACTION**

## 12. BUDGET PRESENTATION:

1. Revenue Forecast. **INFORMATION/DISCUSSION**

## 13. MEETINGS/ACTIVITIES HELD OR TO BE HELD BY COUNCIL OR STAFF:

## 14. COUNCIL OR STAFF REQUESTS FOR AGENDA ITEMS:

## 15. CITIZEN COMMENTS ON NON-AGENDA ITEMS:

## 16. ADJOURN:



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**CITY COUNCIL COMMUNICATION**

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**TO:** Mayor and Council  
**FROM:** Southeastern Arizona Dementia Friendly Communities  
**SUBJECT:** Presentation  
**DATE:** Monday, March 23, 2015 at 6:00 p.m.

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**Purpose and Recommended Action:** Southeastern Arizona Dementia Friendly Communities will provide a presentation concerning “Communities dedicated to easing the problems of dementia”. **INFORMATION/DISCUSSION**



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**CITY COUNCIL COMMUNICATION**

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**TO:** Mayor and Council  
**FROM:** SEACUS  
**SUBJECT:** Presentation  
**DATE:** Monday, March 23, 2015 at 6:00 p.m.

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**Purpose and Recommended Action:** Southeastern Arizona Community Unique Services Presentation.



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**CITY COUNCIL COMMUNICATION**

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**TO:** Mayor and Council

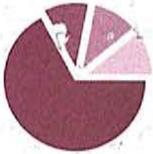
**FROM:** Terry Quest, Finance Director

**SUBJECT:** Audit Presentation of the FY14 Comprehensive Annual Financial Report (CAFR)  
by HintonBurdick

**DATE:** Monday, March 23, 2015 at 6:00 p.m.

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**Purpose:** To provide the Mayor and Council an overall summary of the audit performed by the City of Safford's external auditing firm "HintonBurdick". This audit presentation will provide a brief explanation of audit reports; findings and recommendations; Government-Wide financial results; and Enterprise financial results.



# HINTONBURDICK

## CPAs & ADVISORS

### MEMBERS:

CHAD B. ATKINSON, CPA  
KRIS J. BRAUNBERGER, CPA  
DEAN R. BURDICK, CPA  
ROBERT S. COX, CPA  
TODD B. FELTNER, CPA  
K. MARK FROST, CPA

KENNETH A. HINTON, CPA  
MORRIS J. PEACOCK, CPA  
PHILLIP S. PEINE, CPA  
MICHAEL K. SPILKER, CPA  
KEVIN L. STEPHENS, CPA  
MARK E. TICHENOR, CPA

January 24, 2015

To the Honorable Mayor and  
City Council  
City of Safford, Arizona

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Safford, Arizona (the City) for the year ended June 30, 2014. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter to you dated August 1, 2012. Professional standards also require that we communicate to you the following information related to our audit.

### Significant Audit Findings

#### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

Management's estimate of accrued compensated absences (vacation leave) is based on historical pay rates and the number of eligible employees. We evaluated the key factors and assumptions used to develop the compensated absences accrual to determine that is reasonable in relation to the basic financial statements of the City for the year ended June 30, 2014, taken as a whole. While the procedures used by management and the amount of compensated absences accrued seem reasonable at this time, there will usually be differences between the amount accrued and actual results and these differences may be material.

Estimates for allowances for uncollectible accounts receivable are deemed immaterial and have not been recorded.

Management's estimate of depreciation expense is based on the useful lives of the underlying assets. We evaluated the key factors and assumptions used to develop depreciation in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The financial statement disclosures are neutral, consistent, and clear.

#### *Difficulties Encountered in Performing the Audit*

Due to the recent turnover in the finance department we experienced some difficulty in obtaining the information we needed in a timely manner. This appeared to be mainly due to the new staff members becoming familiar with the accounting software. We are pleased to report that all information we requested was eventually provided however, this delayed the issuance of our report by a few weeks.

#### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements.

#### *Disagreements with Management*

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

#### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated January 24, 2015.

#### *Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

#### *Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

#### Other Matters

We applied certain limited procedures to the introductory section, management's discussion and analysis, Public Safety Personnel Retirement System information, and the statistical section, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the nonmajor fund combining statements and budgetary comparison schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements.

We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

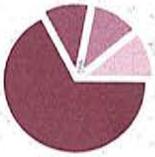
This information is intended solely for the use of the Mayor, City Council, the audit committee and management of the City of Safford, Arizona, and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in cursive script that reads "Hinton Burdick, PLLC". The signature is written in black ink and is positioned above the printed name.

HintonBurdick, PLLC





MEMBERS:

CHAD B. ATKINSON, CPA  
KRIS J. BRAUNBERGER, CPA  
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MARK E. TICHENOR, CPA

**Findings and Recommendations**  
**For the Fiscal Year Ended June 30, 2014**

The Honorable Mayor and  
City Council  
City of Safford, Arizona

Professional standards require that we communicate, in writing, deficiencies in internal control over financial reporting that are considered significant deficiencies or material weaknesses that are identified during the audit of the financial statements. During our audit of the City of Safford, Arizona for the fiscal year ended June 30, 2014, we noted a few areas needing corrective action and we found a few circumstances that, if improved, would strengthen the City's accounting system and control over its assets. These items are discussed below for your consideration.

**INTERNAL CONTROL OVER FINANCIAL REPORTING:**

**Material Weakness:**

None Noted

**Significant Deficiencies:**

12-1. Accounting Adjustments not Initially Identified by the City's Internal Control

Finding

During our audit, we noted significant accounting adjustments that were not initially identified by the City's internal control. Statement on Auditing Standards No. 115 (SAS 115) indicates that the identification by the auditor of such a misstatement in the financial statements may be a weakness in the City's internal controls. Current audit standards require that we report the above finding as a deficiency or weakness in controls over financial reporting.

Recommendation

Management should review our proposed journal entries and discuss them with us to ensure that they agree with the entries and understand the purpose and underlying accounting principles associated with each entry. We recommend that management continue to establish and follow procedures to reduce the number of entries for next year.

12-2. Bank Reconciliations

Finding

We noted during our review of the City's internal controls that evidence of a second individual reviewing the monthly bank reconciliations is lacking. We also noted that bank reconciliation had not been completed in a timely manner. Bank reconciliations are an important safeguard and control to ensure the proper accounting, deposit, and disposition of the City's funds. In order to ensure the reconciliations have been completed accurately and in a timely manner, it is important that they are reviewed by a second, qualified individual and that this review is properly documented.

Recommendation

We understand that with the turnover in the finance department during the fiscal year it was difficult for the City to complete the reconciliations in a timely manner. However, now that the department is fully staffed, every effort should be made to ensure the reconciliations are done in a timely manner. The City should also consider having someone independent of the bank reconciliation process review and initial the bank reconciliations on a monthly basis to ensure they are being completed timely and accurately.

**COMPLIANCE AND OTHER MATTERS:**

**Compliance:**

14-1 Remittance of Reports Required by the State

We noted several annual reports required by the State of Arizona were not remitted in a timely manner. These reports include:

- The Department of Revenue requires a yearly bonded indebtedness report to be submitted by October 15th.
- Each municipality that assesses development fees is required to submit an annual report accounting for the collection and use of the fees to the City Clerk within 90 days of year end.
- Political subdivisions must provide the Auditor General the name of the chief fiscal officer designated to submit the Annual Expenditure Limitation Report (AELR) for the current fiscal year prior to July 31.

Recommendation

We understand that with the turnover in the finance department it was difficult for the City to prepare and remit all reports in a timely manner. However, now that the department is fully staffed, every effort should be made to ensure these required reports are prepared and remitted in a timely manner.

**Other matters:**

14-2. Wastewater Fund Operating Loss

Finding

The wastewater fund is consistently reporting operating losses. In fiscal year 2013 the fund reported an operating loss of \$194,186 and in fiscal year 2014 the fund reported an operating loss of \$43,749.

Recommendation

We recommend that the City review and monitor rate structures, operating costs, and other items as necessary in order to ensure this fund does not continue to operate at a loss. Utility funds should generate sufficient income to cover the costs related to providing the service.

12-4. Deficit Fund Equity

Finding

The Landfill Enterprise Fund has a deficit equity balance as of June 30, 2014 of \$5,395,407. This deficit is mainly the result of the large liability balance for closure/postclosure costs of the landfill.

Recommendation

We recommend that the City review and monitor rate structures, operating costs and other items as necessary in order to provide income at levels sufficient to sustain cash balances and to provide for the future resources which will be needed to properly fund the closure of the landfill.

It has been a pleasure to be of service to the City this past year. We would like to express special thanks to all those who assisted us so efficiently in this year's audit. We invite you to ask questions of us throughout the year as you feel necessary. We look forward to a continued professional relationship.

Sincerely,



HintonBurdick, PLLC  
January 24, 2015



**City of Safford, Arizona**  
**Fiscal Year 2014**  
**Audit Presentation**

Presented March 23, 2015

By HintonBurdick CPAs & Advisors

# Audit Reports

- **Independent Auditors Report (pg 1-2)**
  - Unmodified or “clean opinion”
- **Report on Compliance and on Internal Control over Financial Reporting (pg 109)**
  - No material weaknesses noted.
  - Two deficiencies noted for fiscal year 2014.
- **Single Audit Report**
  - No major program findings.

# Audit Reports

- **State Compliance Report (pg 111)**
  - Unmodified or “clean opinion”
  - No reportable findings for fiscal year 2014.

# Findings & Recommendations

- Finding 12-1 Accounting Adjustments not Initially Identified by the City's Internal Control: Required by SAS-115 to report significant audit adjustments as a potential deficiency.
- Finding 12-2 Segregation of Duties – Bank Reconciliations.
- Three other findings issued in the “Other Matters” section.

# Government Wide Financial Highlights

- Total net position (equity) was \$93,861,909 at June 30, 2014. pg 14.
- Over time, increases or decreases in net position are an indicator of whether the financial health of the City is improving or deteriorating.

# **Government Wide Financial Highlights**

- Total net position increased by \$5,510,690 during fiscal year 2014. pg 15.
- \$4,525,399 of the increase is from net governmental activities.
- Net business-type activities increased by \$985,291 (this amount is net of a prior period adjustment of \$3,006,487 which was needed to update the landfill closure liability based on the new engineer's estimate.)

# Government Wide Financial Highlights

- Governmental capital assets increased by \$1,105,414 net of depreciation expense of \$2,093,244 - pg. 44.
- Business-type capital assets increased by \$2,622,916 net of depreciation of \$2,221,753 - pg. 45.

# **Government Wide Financial Highlights**

- Total Governmental long-term debt was \$9,625,802 at June 30, 2014. pg. 46.
- Governmental long-term debt decreased by \$741,077 as a result of scheduled annual debt service requirements.

# Government Wide Financial Highlights

- Total Business-type long-term debt was \$10,599,366 at June 30, 2014. pg. 46.
- Business-type long-term debt decreased by \$731,793 as a result of scheduled annual debt service requirements.

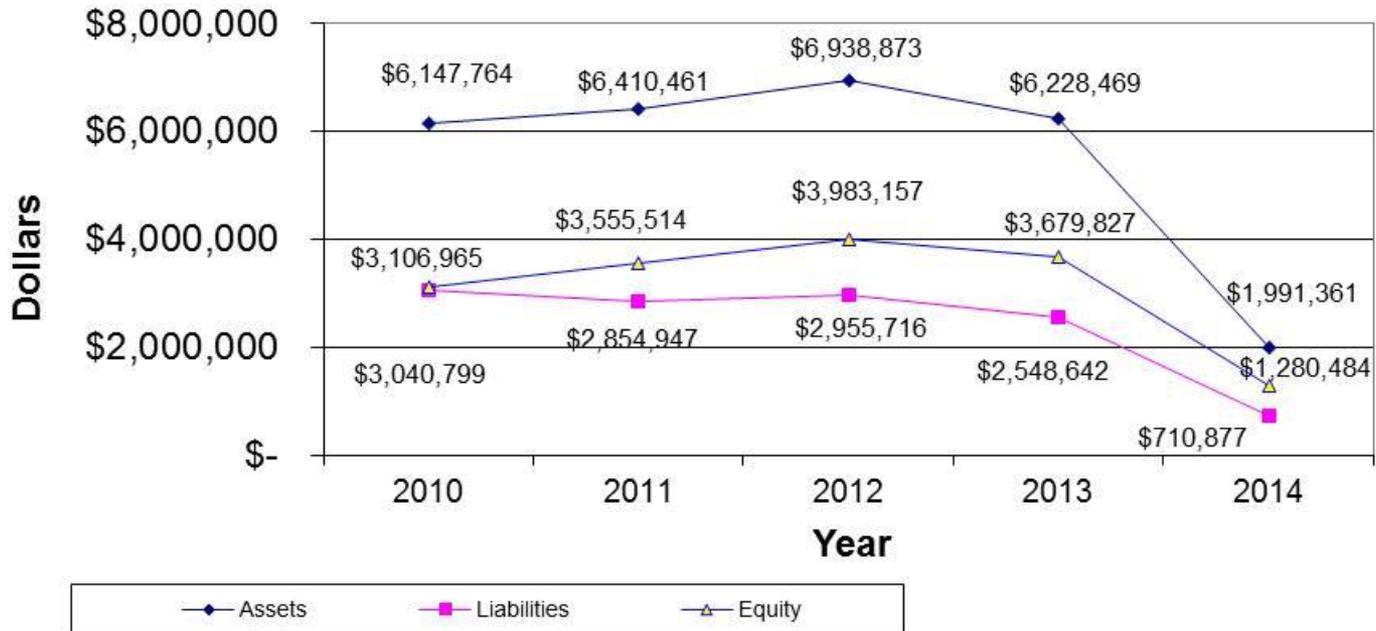
# Fund Financial Highlights

- The prior fiscal year total fund balance for the General Fund decreased from \$3,679,827 to \$1,280,484. The main cause for the decrease came from transferring \$3,839,300 to other funds. These transfers were made to eliminate amounts due from other funds which had accumulated over many years.
- Before transfers out, the General Fund reported revenues in excess of expenditures of \$1,439,957.
- Revenues in the General Fund were less than the final budget by \$5,189,883 due mainly to \$4,000,000 which was budgeted for potential grant and other misc. revenues.
- Expenditures (before transfers) were less than budget by \$8,913,605. This variance is directly related to the budgeted revenue variance discussed above. Since the budgeted revenues were not received, the City did not incur the related expenditures.

# Fund Financial Highlights

- The Wastewater Enterprise Fund experienced an operating loss in fiscal year 2014. Pg 24.
- The Landfill, Water, Gas, and Electric Funds experienced operating income in fiscal year 2014. Pg 24.
- Cash flows from operating activities were positive for all of the enterprise funds. Pg 28.
- The overall increase in net position before the prior period adjustment for the landfill was \$2,859,176. The adjustment posted for the landfill liability resulted in a decrease of \$3,006,487. Thus, net position decreased by \$147,311.

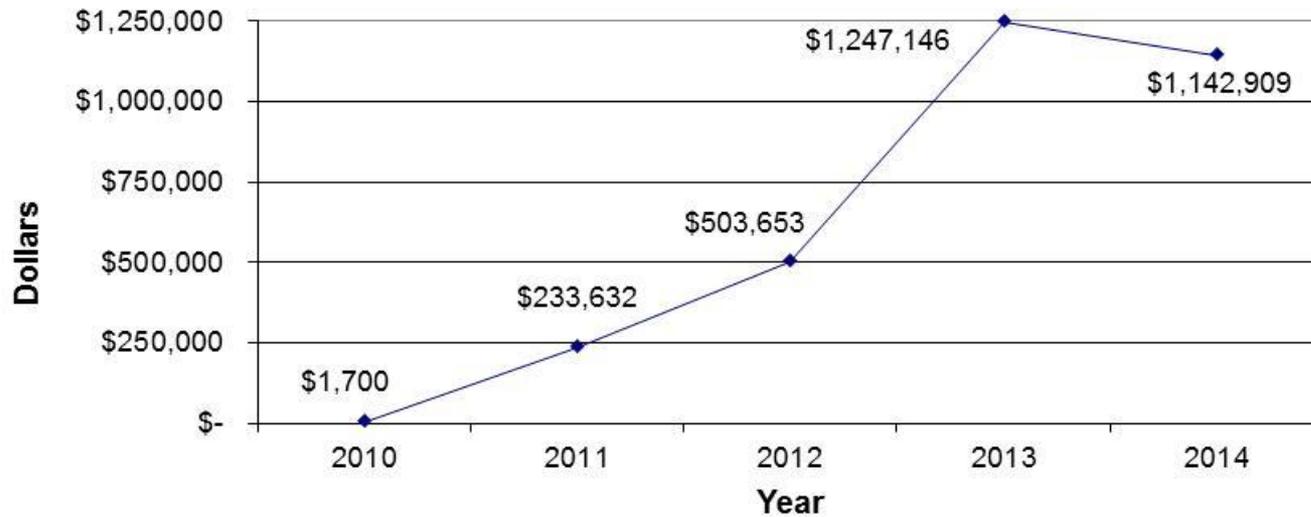
## CITY OF SAFFORD GENERAL FUND BALANCE SHEET TREND



From 2009 – 2012 the General Fund reported a consistent increase in assets and fund equity. The decrease in 2013 is mainly due to reporting the airport as part of the General Fund. The large decrease in 2014 was as a result of the previously discussed transfers to other funds.

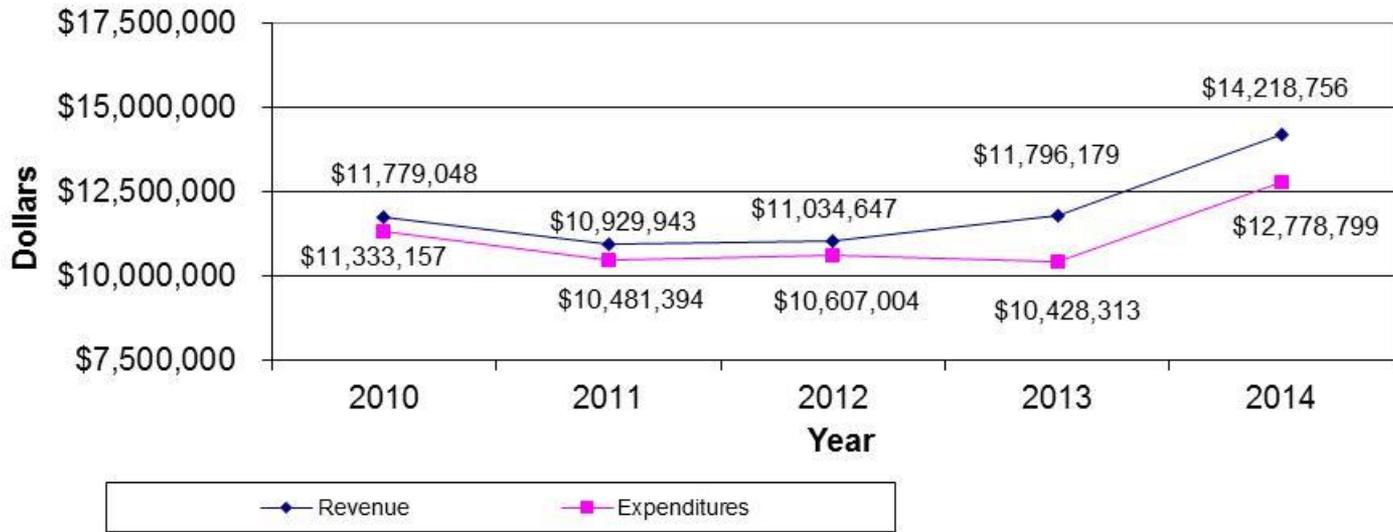
The General Fund’s activity is reported on the modified accrual basis of accounting which does not reflect long-term debt or capital assets.

## CITY OF SAFFORD GENERAL FUND CASH TREND

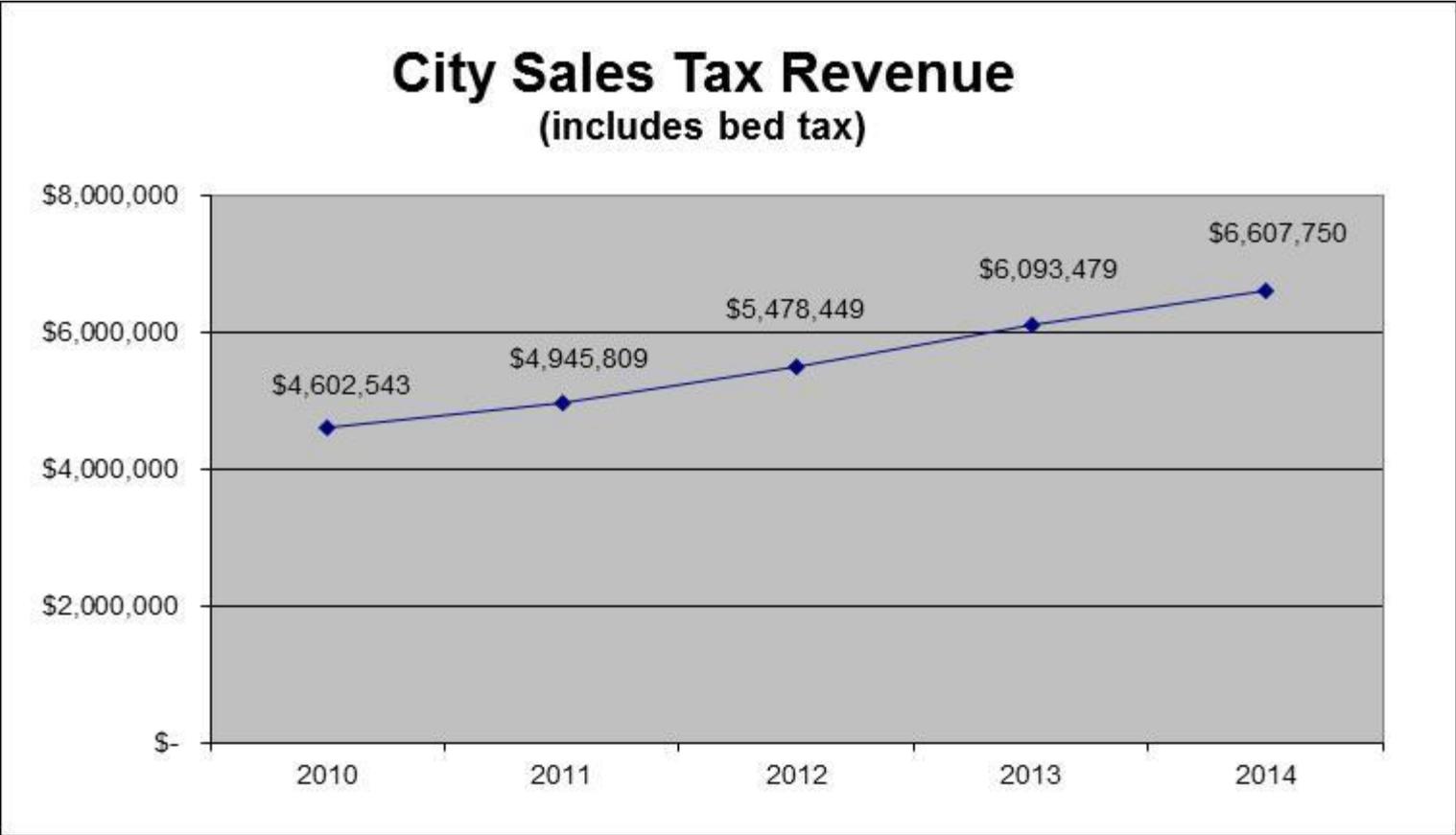


—●— Cash

**CITY OF SAFFORD  
GENERAL FUND  
Revenue and Expenditure Trend  
(Excluding Transfers)**



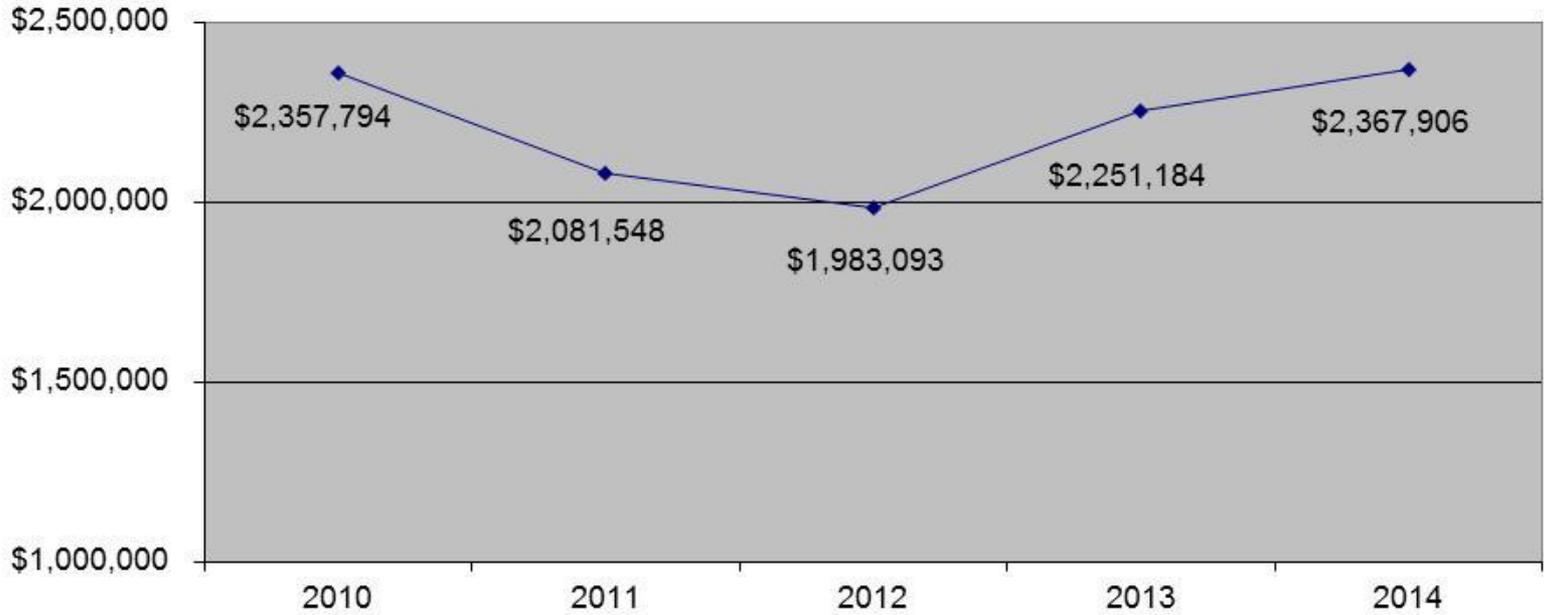
The General fund is normally expected to break even over time. The City of Safford’s General fund has reported excess revenues over expenditures for the past five years (if transfers out are excluded).



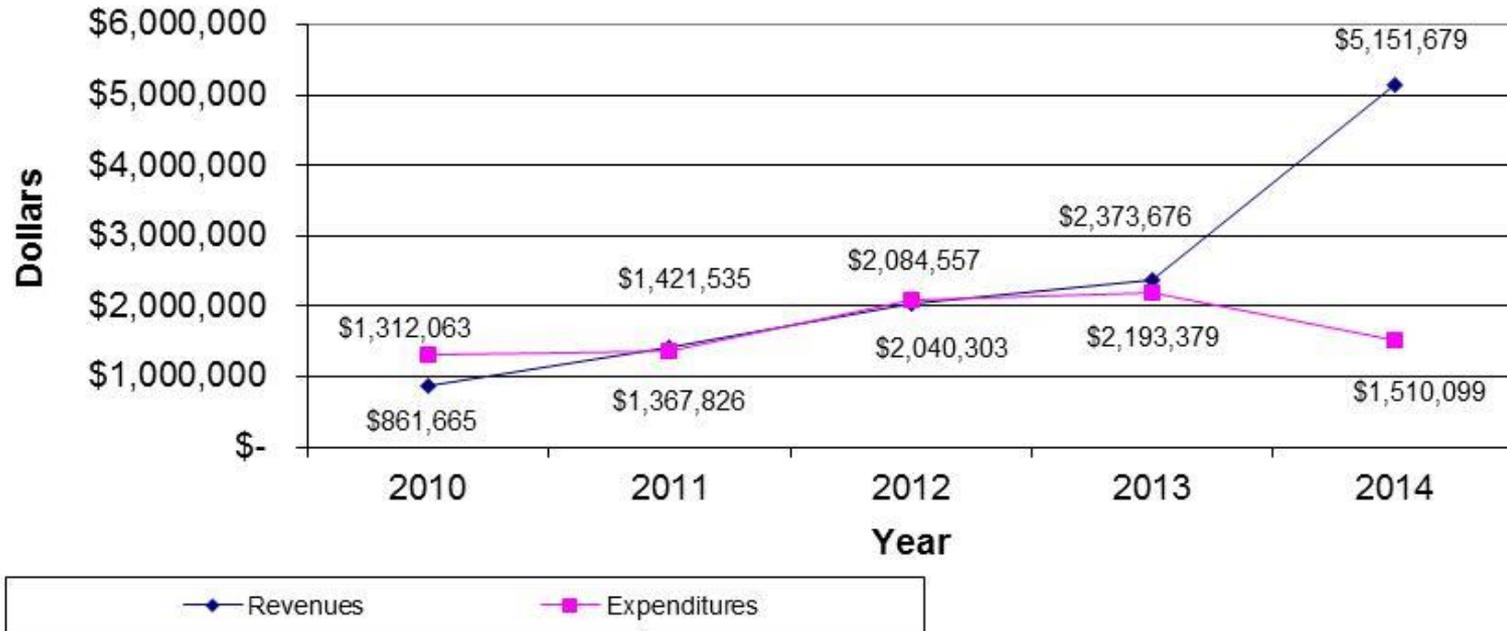
City Sales Tax Revenues are showing a positive upward trend over the past five years.

# Other Tax Revenues

(State Sales Tax, Auto Lieu Tax, Revenue Sharing)

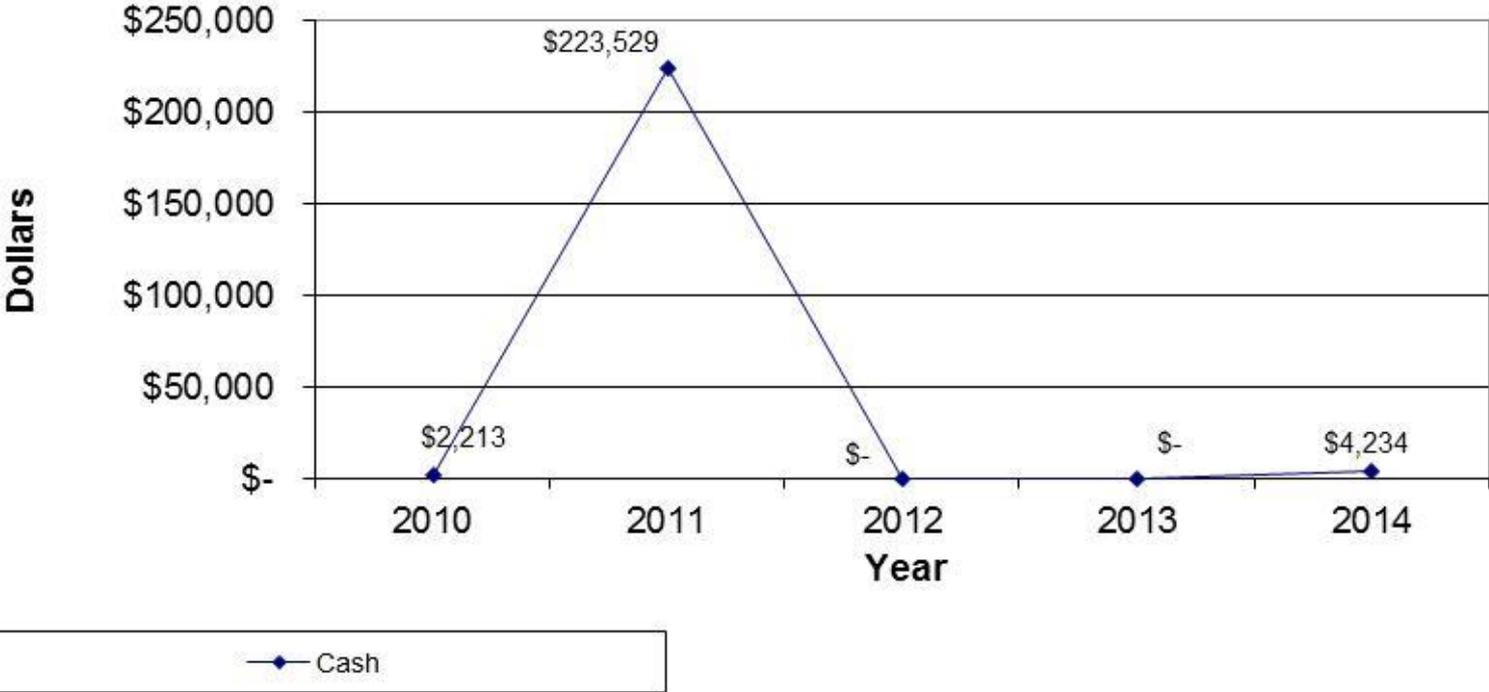


**CITY OF SAFFORD  
HIGHWAY USER FUND  
Total Revenues and Total Expenditures**



Revenues and expenditures are expected to fluctuate from year to year in the Highway User Fund as resources are accumulated and expended for street projects. In prior years the City spent more on streets than was received in Highway User revenues. This resulted in a deficit fund balance in the fund of \$3,597,476 at the end of fiscal year 2013. During 2014 \$4,292,262 was transferred into the HURF fund from other funds to eliminate this deficit. Thus, the large spike in revenue.

### CITY OF SAFFORD HIGHWAY USER FUND - Cash Trend

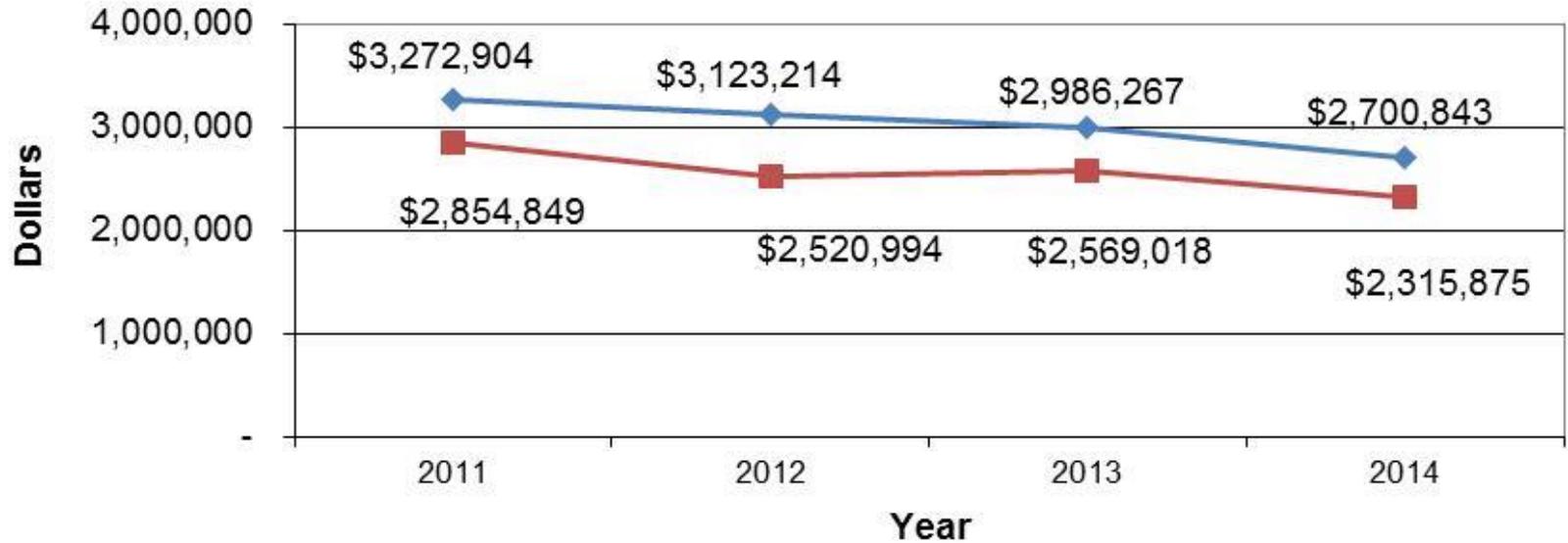


The Highway User Fund has expended nearly all of its cash on road projects

# Enterprise Funds

- Enterprise funds are reported on the full accrual basis of accounting.
  - This is to provide for depreciation and future capital requirements.
  - Enterprise funds should show revenues in excess of expenditures.
- Prior to fiscal year 2011, all of the City's Utilities were combined into a single fund. Therefore, information for each individual utility is not available for those years.

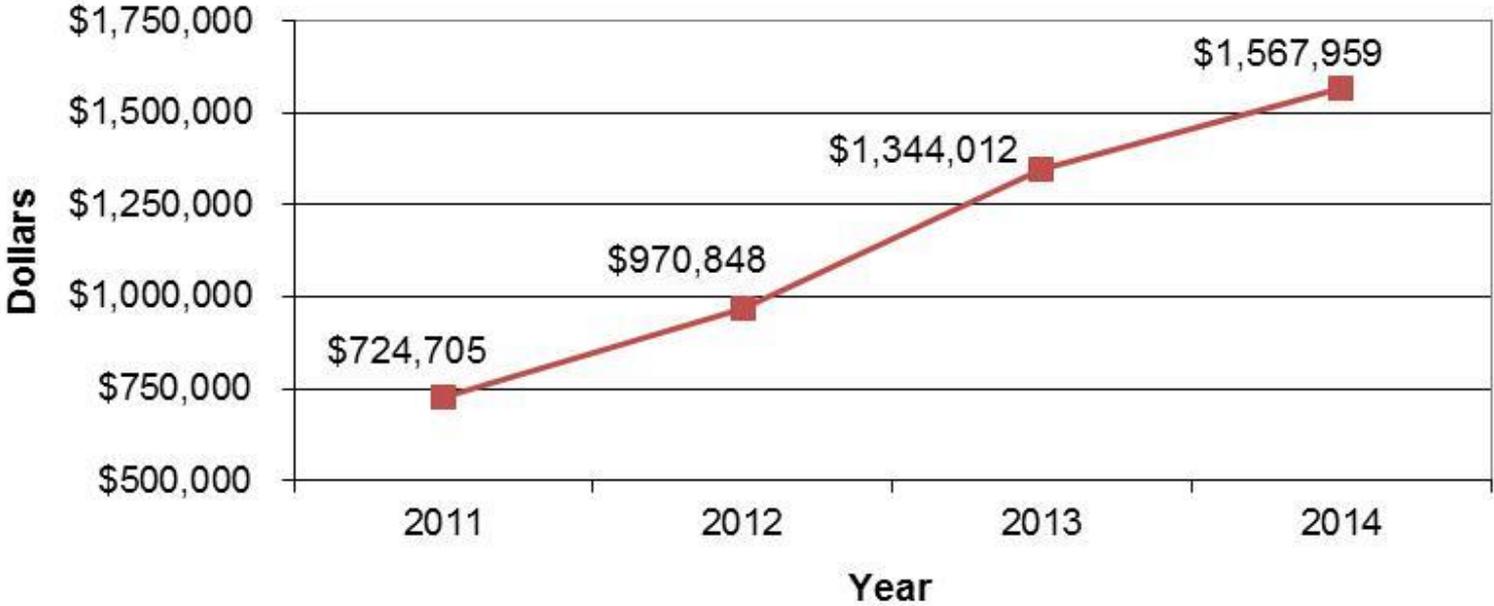
**CITY OF SAFFORD  
GAS FUND  
Total Revenues and Total Expenses**



—◆— Revenues  
—■— Expenditures

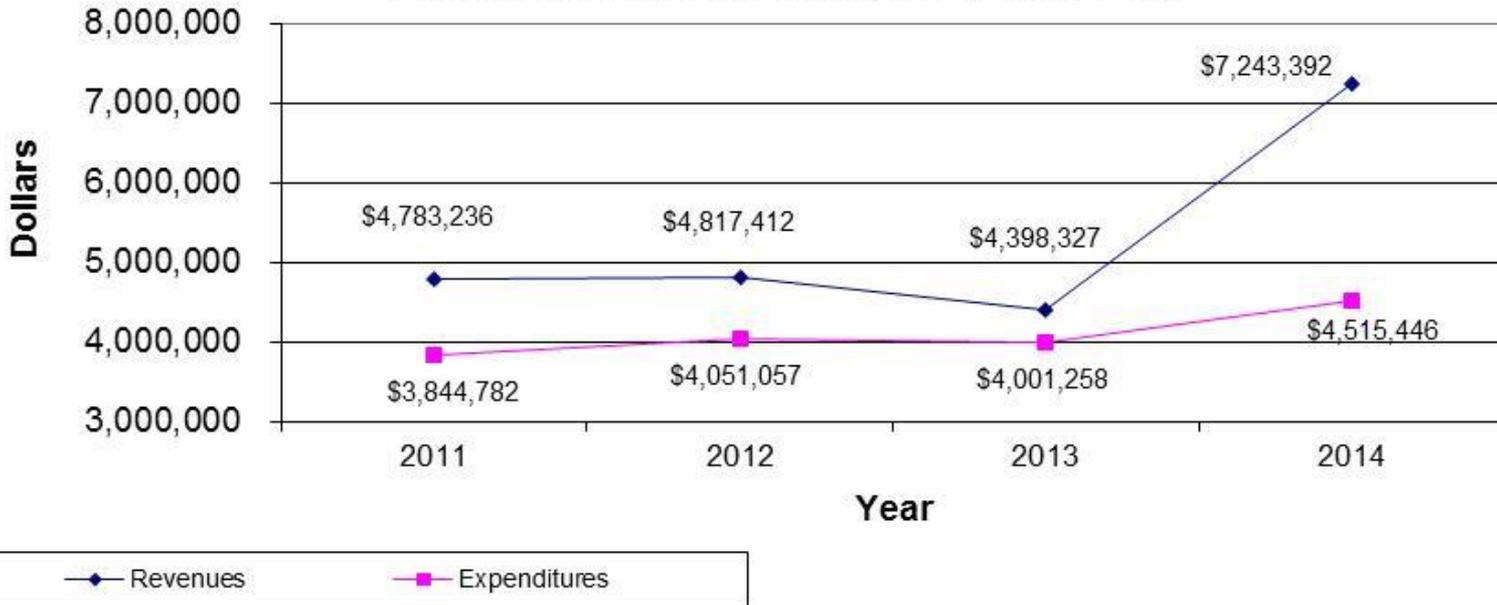
The Gas fund has reported revenues in excess of expenditures for the past four years. Net income for fiscal year 2014 was \$142,159.

**CITY OF SAFFORD  
GAS Fund - Cash Trend**



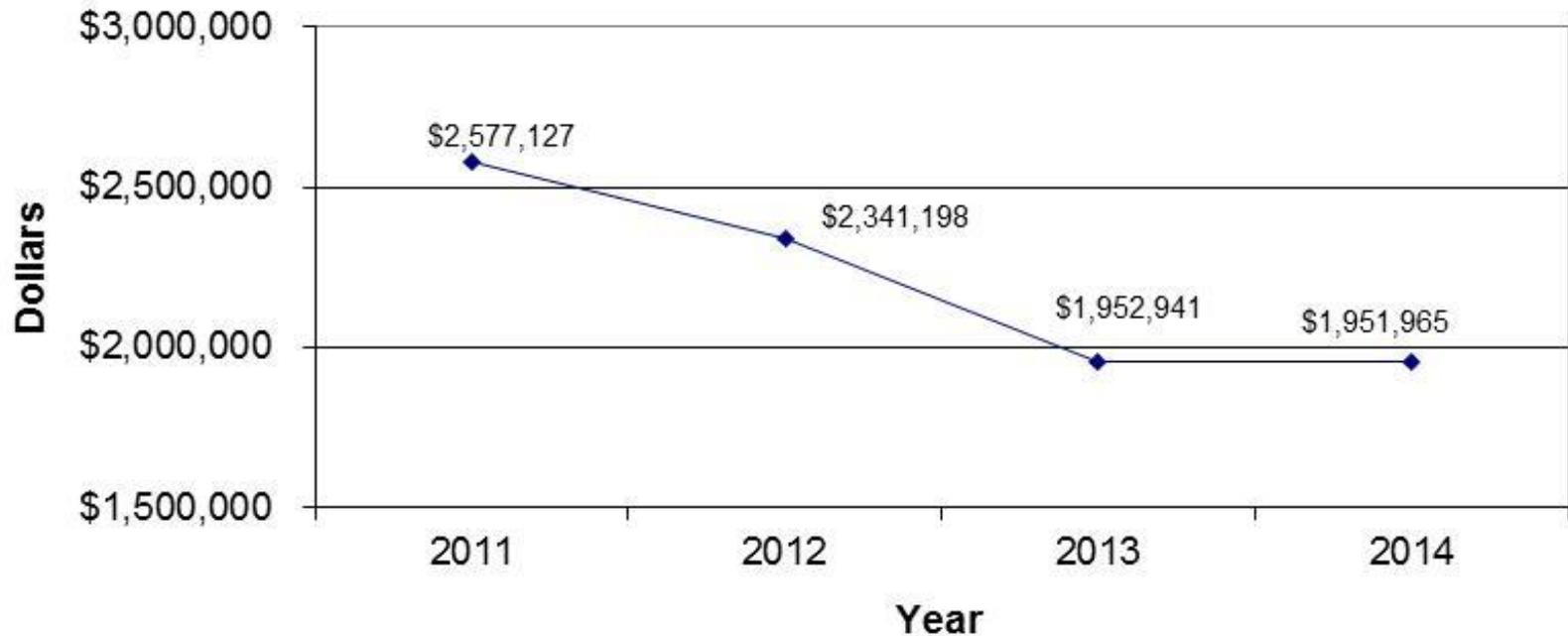
—■ Total Cash

**CITY OF SAFFORD  
WATER FUND  
Total Revenues and Total Expenses  
(Excluding Capital Contributions & Transfers)**



The Water Fund has reported revenues in excess of expenditures for the past four years. Net income for fiscal year 2014 was \$2,727,946. The main cause of the large spike in revenue was due to grant revenues of \$1,678,072 for the Solomon Water Line project.

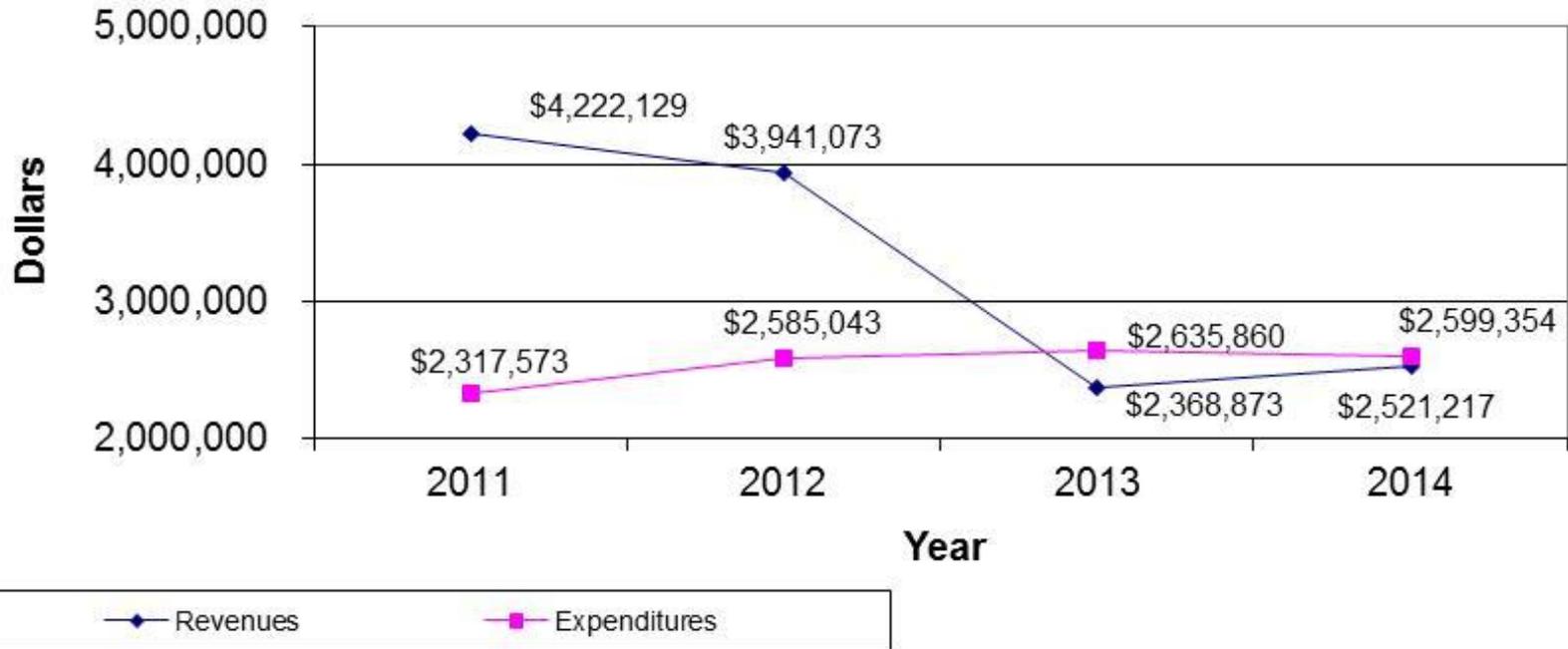
### CITY OF SAFFORD WATER FUND - Cash Trend



—◆— Cash

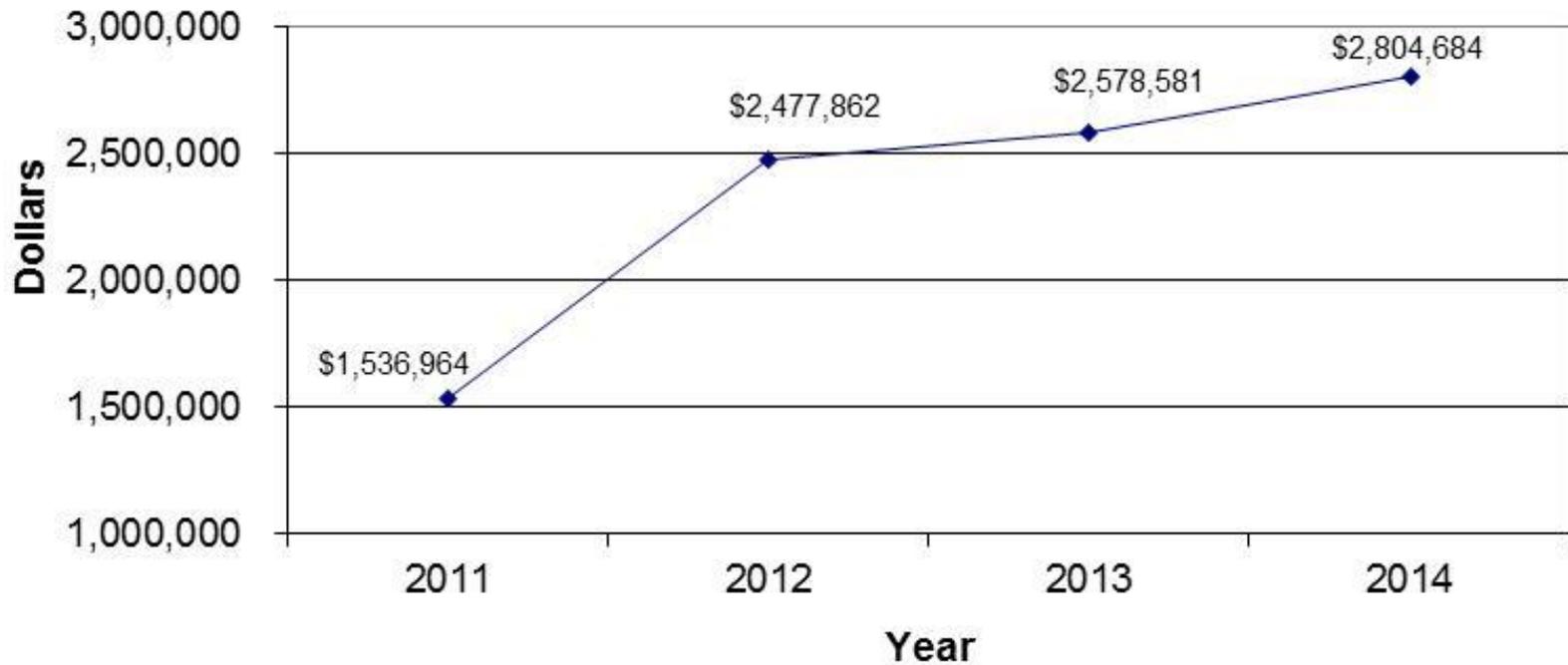
The Water fund shows a strong cash position which includes \$472,708 of restricted cash which is reserved for debt service and customer deposits.

**CITY OF SAFFORD  
WASTEWATER FUND  
Total Revenues and Total Expenses  
(excluding capital contributions and transfers)**



The Wastewater Fund reported revenues in excess of expenditures for the previous two of the previous four years. The decrease in revenues from 2012 is due mainly to grant revenues received in those years from the Bureau of Reclamation. This decrease was anticipated as the grant revenues coincide with debt payments on the wastewater treatment facility.

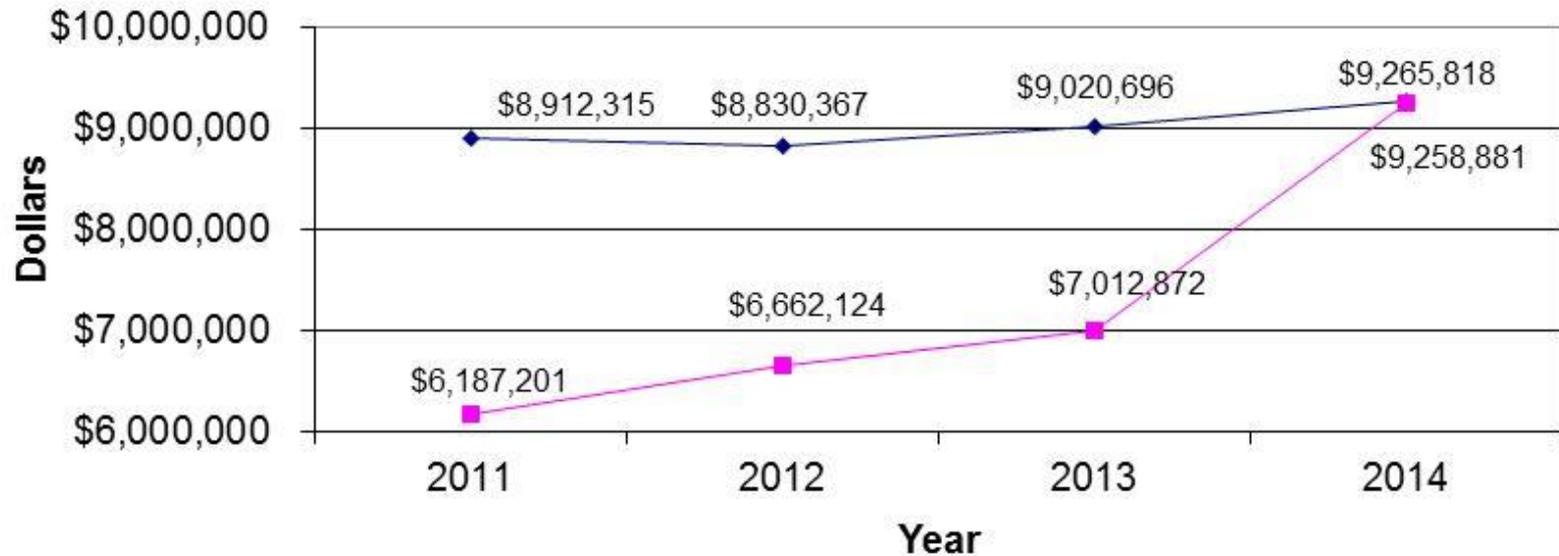
### CITY OF SAFFORD WASTEWATER - Cash Trend



—◆— Cash

The Wastewater fund's cash position includes \$233,412 of restricted cash for debt service and customer deposits.

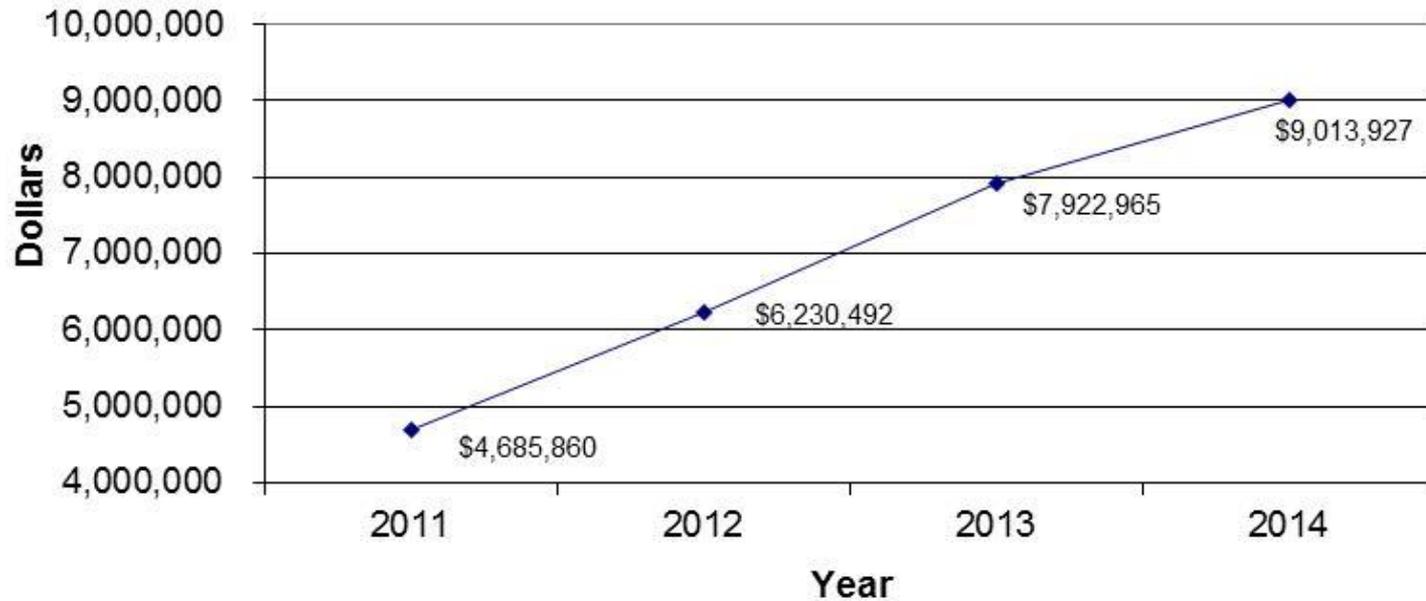
### CITY OF SAFFORD ELECTRIC FUND Total Revenues and Total Expenses



◆ Revenues  
■ Expenditures

The Electric Fund has reported revenues in excess of expenditures for the past four years. Net income for fiscal year 2014 was \$6,937. The large increase in expenditures was due to \$1,403,984 transferred to other funds to eliminate long outstanding interfund balances.

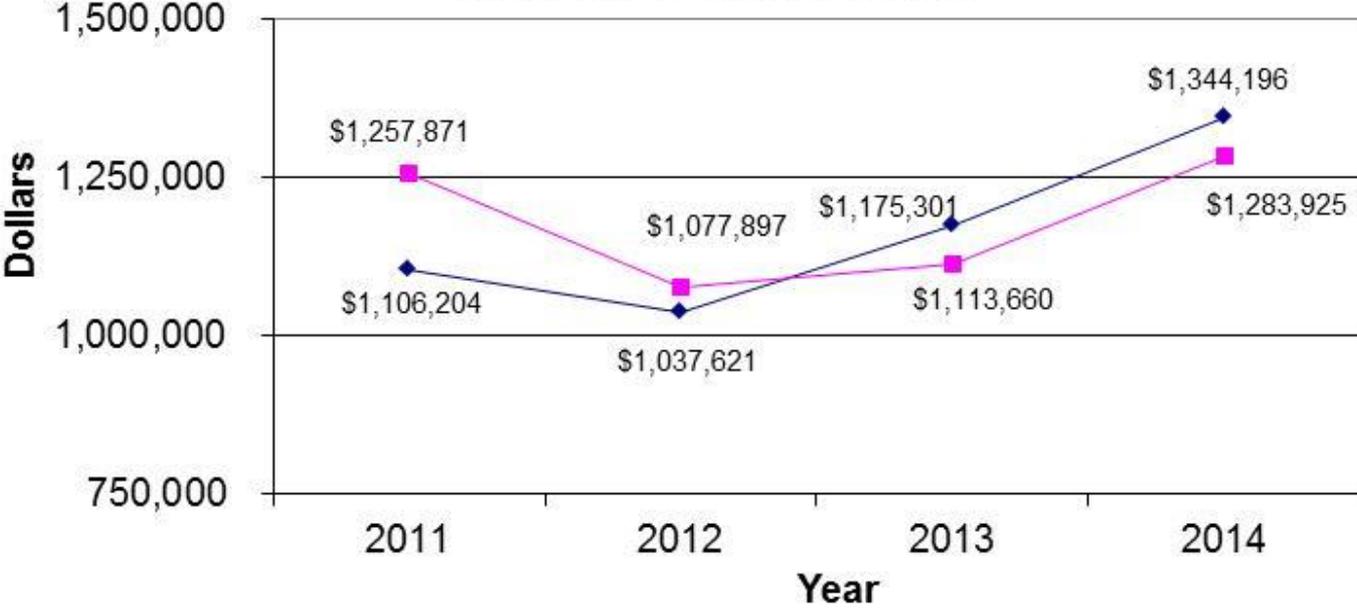
### CITY OF SAFFORD ELECTRIC - Cash Trend



—◆ Total Cash

The Electric Fund's cash position includes \$422,414 of restricted cash for customer deposits.

**CITY OF SAFFORD  
LANDFILL FUND  
Revenues and Expenditures**

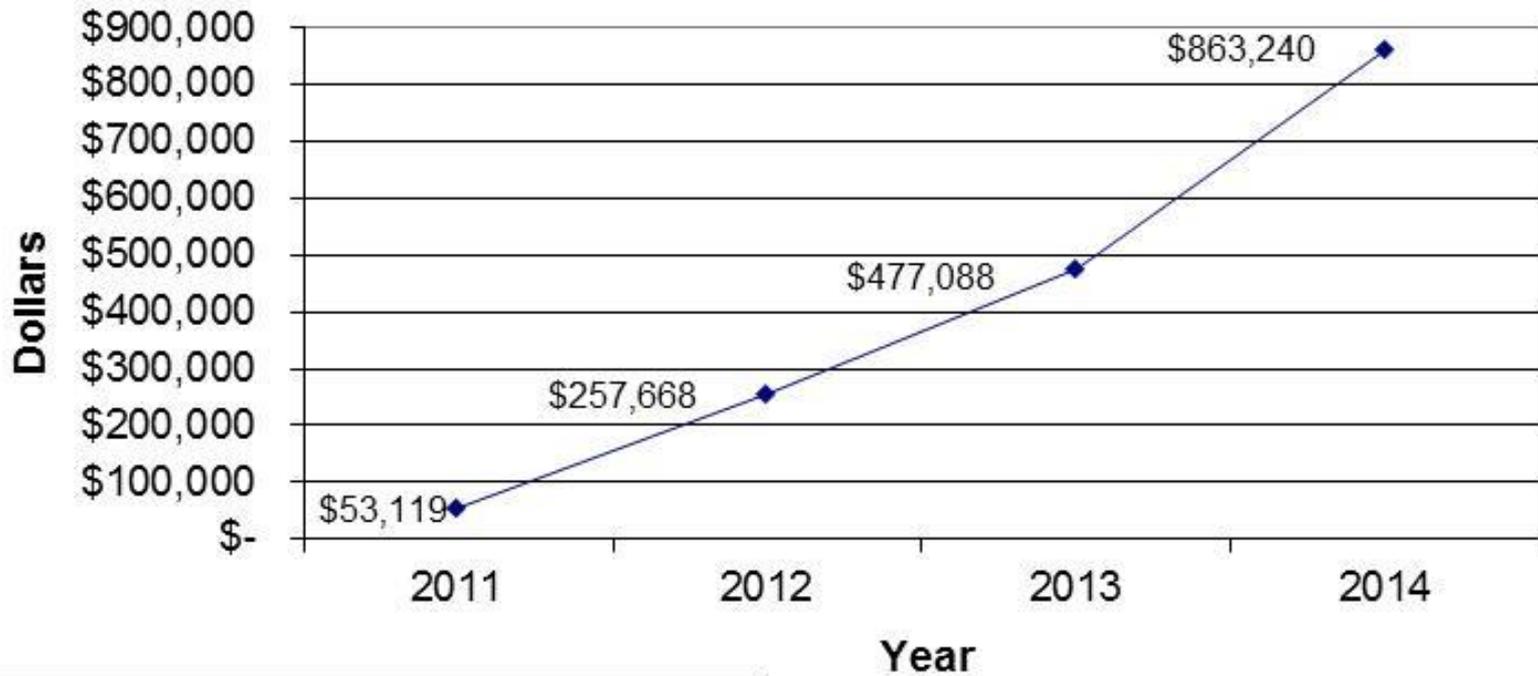


◆ Revenue

■ Expenditures

The Landfill Fund reported expenditures in excess of revenues for two of the previous four years. For fiscal year 2014 the fund reported net income of \$60,271.

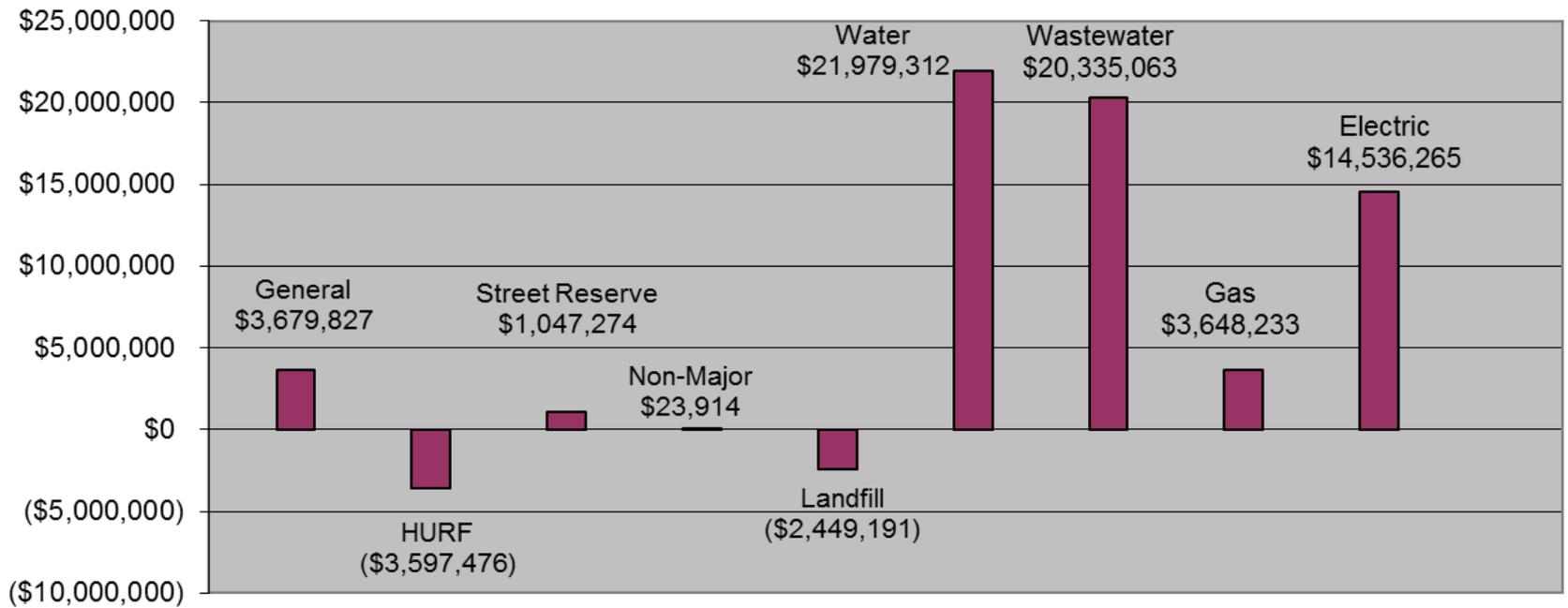
### CITY OF SAFFORD LANDFILL FUND Cash Trend



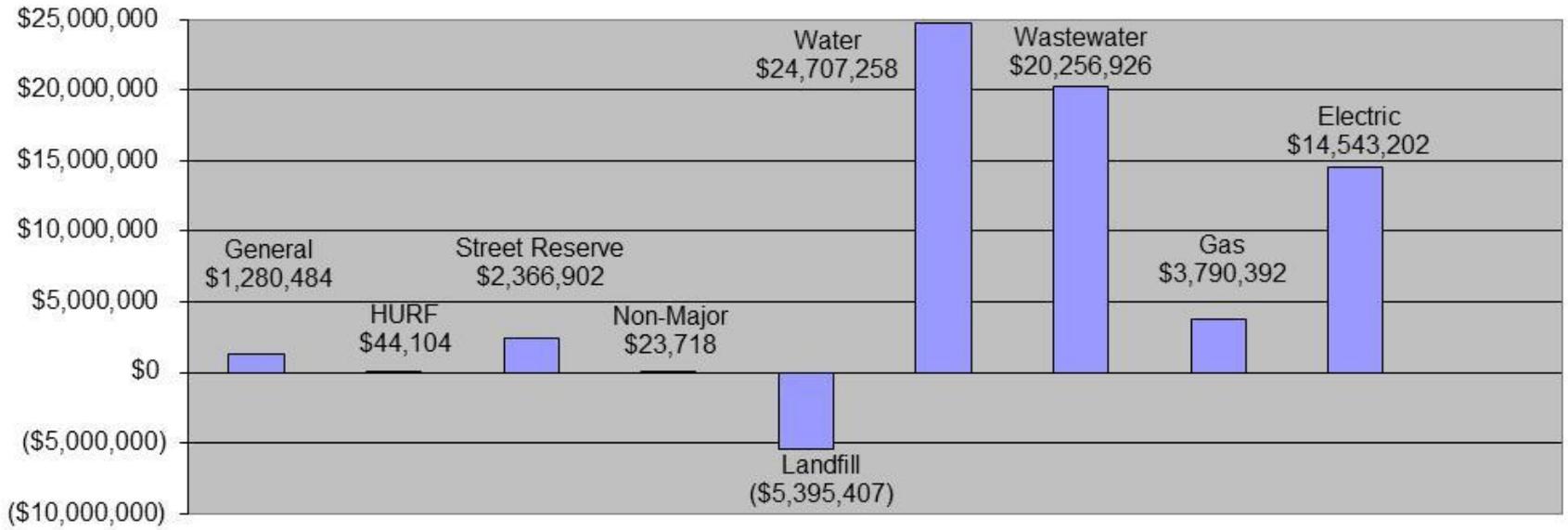
—◆— Total Cash

The Fund's cash position has improved the past four years. One of the major expenses recognized in this fund is for future closure / post closure costs of the landfill. Each year the fund recognizes a portion of these costs which coincide with the landfill capacity used during that year. It is important for the fund to accumulate resources to meet this obligation. At June 30, 2014 the amount of this liability was \$6,387,115

### Fund Balances at June 30, 2013



### Fund Balances at June 30, 2014



# Questions?

- Feel free to contact Steven Palmer, CPA
- Phone: 435-628-3663 ext 206
- Email: [steven@hintonburdick.com](mailto:steven@hintonburdick.com)

# **Thank You!**

- **Thank you for the opportunity to work with the City.**
- **Thanks to all those who assisted us with this year's audit.**
- **We are well on the road to establishing a working relationship with the City that will provide benefits well into the future.**



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## CITY COUNCIL COMMUNICATION

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**TO:** Mayor and Council  
**FROM:** Randy Petty, P. E.  
City Engineer  
**SUBJECT:** Additional Services at the Landfill for 404 Compliance  
**DATE:** Monday, March 23, 2015 at 6:00 p.m.

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**Purpose and Recommended Action:** This is a request for the Mayor and Council to ratify a contract approved and signed by the City Manager on March 10, 2015 with Kimley-Horn and Associates for \$99,800 to begin emergency work to address a notice of violation the city received from the Army Corps of Engineers. Staff recommends ratification.

### **INFORMATION/DISCUSSION/ACTION**

**Background:** While our Consultant was working on the Vertical Expansion (Type IV Permit) project at the Safford Landfill, they noticed from historical aerial photos that it appeared that some work was done in the Cottonwood Wash, which runs through the Landfill property. This Wash, unknown at the time, was designated as a jurisdictional area in 1997 by the Corps of Engineers (Corps) when the landfill was being administered by Graham County. The City took over the operation of the landfill in 2005.

This work was done following a monsoon storm in August of 2013. This rainfall caused extensive damage to the landfill, including, but not limited to; flooding and filling of all the existing cells where the trash was being placed at the time, the main road into the landfill was washed out just below the entrance gate causing extensive damage, and we suffered at least three separate blowouts around the landfill perimeter. These are areas which filled with so much water, that they literally washed out the embankments exposing the buried trash.

Accompanying this event was the inevitable heavy flooding of Cottonwood Wash. This is a normally dry, sandy, wash which bisects the City's landfill property basically into two halves. It lies just off the east side of the existing landfill and runs north to south eventually draining into Peterson Wash which crosses the Safford/Bryce Road right at the intersection of the Landfill Road. This runoff eroded the existing banks which separated the two retention ponds from the wash channel. The drainage from the wash then broke through the existing dikes and flooded

the ponds, bringing in large amounts of silt and debris filling the ponds and making them unusable to us.

The breach of these berms caused an emergency situation in which it was necessary to conduct work in Cottonwood Wash to repair the damaged areas and re-establish the banks to stop further co-mingling of the landfill storm water and the flows from Cottonwood Wash.

Cottonwood Wash is considered a "Waters of the U.S. (WOUS)" (jurisdictional area) and therefore falls under the jurisdiction of the Clean Water Act thus requiring a special permit from the Corps of Engineers, called a Section 404 permit. The City did not have this permit; therefore it violated the Clean Water Act.

**Analysis:** Upon examining these aerial photos it was determined that we needed to report this work to the Corps and discuss with them what needed to be done to resolve this situation. This additional work will get the City into 404 Permit compliance with the Corps.



**DEPARTMENT OF THE ARMY**  
**LOS ANGELES DISTRICT, U.S. ARMY CORPS OF ENGINEERS**  
**3636 N CENTRAL AVENUE, SUITE 900**  
**PHOENIX, ARIZONA 85012-1939**

March 4, 2015

Horatio Skeete  
City Manager  
City of Safford  
PO Box 272  
Safford, Arizona 85548-0272

**DEPARTMENT OF THE ARMY NOTICE OF VIOLATION**

Dear Mr. Skeete:

I have viewed aerial photographs (File No. SPL-2015-129-RJD) that show that on more than one occasion since 2010 discharges of dredged and/or fill material have occurred in approximately 2,600 feet of Cottonwood Wash adjacent to the landfill for the City of Safford (Landfill). The Landfill is located (32.878717°N 109.714486°W; Sections 29, 30, 31, 32, T6S, R26E) approximately three miles northwest of Safford, Graham County, Arizona.

Under Sections 301 [33 U.S.C. 1311] and 404 [33 U.S.C. 1344] of the Clean Water Act and Corps of Engineers regulations promulgated pursuant thereto, the discharge of dredged and/or fill material into waters of the United States is unlawful unless such discharge has been specifically authorized pursuant to Section 404 of the Act by the Secretary of the Army through a Corps of Engineers permit.

I would like to work with you to informally and amicably to resolve these unpermitted discharges of dredged and/or fill material in Cottonwood Wash. However, in the event the unpermitted discharges cannot be resolved informally and amicably you should recognize that appropriate legal action could be initiated that would have potential penalties for each violation that include a maximum criminal fine of \$50,000 per day and imprisonment for up to three years and a maximum civil penalty of \$25,000 per day of violation [33 U.S.C. 1319].

Please provide the information I am requesting concerning these unpermitted discharges on or before March 31, 2015 and send it to the address in the letterhead or email it to my staff at [robert.j.dummer@usace.army.mil](mailto:robert.j.dummer@usace.army.mil). If you need additional time to collect all of the requested information please submit the information you have collected by the March 31, 2015 date and provide a schedule for submitting the remaining information. The information I am requesting includes:

1. A project description that includes all completed and proposed activities in waters of the U.S. within the Landfill site;
2. To-scale drawings showing the extent and dimensions of each unpermitted discharge of dredged and/or fill or material in waters of the U.S. within the Landfill site;
3. Ground photographs, if available, of all work that occurred in waters of the U.S. since 1997;

4. List of dates when work in waters of the U.S. occurred;
5. Concept plan for restoring on-site waters of the U.S.;
6. Identify any plans to expand the Landfill that may impact additional waters of the U.S.
7. Evaluate where waters of the U.S. have changed since the March 6, 1997 approved jurisdictional determination for this site was issued by the Corps of Engineers. A copy of this jurisdictional determination was given to you during a February 17, 2015 meeting.

I will be continuing my investigation of this activity. By copy of this letter, I am requesting input from the U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, Arizona Game and Fish Department, Arizona Department of Environmental Quality, and Graham County Engineer. This input may include recommendations for corrective measures and also concerns I should address while working with you to develop a plan to resolve these unpermitted discharges. All agencies listed are asked to contact my office if additional information is needed to provide input concerning this problem. Based on the information you provide and input from the other agencies, I will conclude my investigation and work with you to develop a final plan to resolve this issue.

If you have any questions regarding this matter please contact me at 602-230-6950 or via email at [sallie.diebolt@usace.army.mil](mailto:sallie.diebolt@usace.army.mil) or contact Robert J. Dummer at 602-230-6952 or via e-mail at [robert.j.dummer@usace.army.mil](mailto:robert.j.dummer@usace.army.mil).

Sincerely,

Sallie Diebolt  
Chief, Arizona Branch  
Regulatory Division

cc

Jason Brush, U.S. Environmental Protection Agency  
Steven L. Spangle, U.S. Fish and Wildlife Service  
Joyce Francis, Arizona Game and Fish Department  
Nicole Coronado, Arizona Department of Environmental Quality  
Mike Prigge, Arizona Department of Environmental Quality  
Michael Bryce, Graham County Engineer

March 4, 2015

Randy Petty, P.E.  
City Engineer  
City of Safford  
405 W. Discovery Park Blvd.  
Safford, Arizona 85546

**RE: Graham County Regional Landfill (GCRL) Additional Services – Clean Water Act/Section 404 Compliance**

Dear Randy:

Based on the draft Corps of Engineers (Corps) Department of the Army Notice of Violation received by the City of Safford, the following items are required by the Corps:

1. A project description that includes all completed and proposed activities in waters of the U.S. within the Landfill site;
  - **See Task 4.**
2. To-scale drawings showing the extent and dimensions of each unauthorized discharge of fill or dredged material and/or work in waters of the U.S.;
  - **See Task 4. This will include the site plan for the property showing existing and future conditions for the foreseeable future (20 years).**
3. Ground photographs, if available, that show work in Cottonwood Wash since 1997;
  - **See Task 1**
4. List of dates when work in waters of the U.S. occurred;
  - **See Task 4. This will be completed based on review of 2010-2014 aerial photography.**
5. Concept Plan for restoring on-site waters of the U.S.;
  - **See Tasks 4 & 6**
6. Identify any plans to expand the Landfill that may impact additional waters of the U.S.
  - **See Tasks 6 & 7**
7. An evaluation of where waters of the U.S. have changed since the March 6, 1997 approved jurisdictional determination for this site was issued by the Corps of Engineers. During a February 17, 2015 meeting you were provided a copy of this jurisdictional determination.
  - **See Task 1**

The letter also states the following: By copy of this letter, I am requesting input from U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, Arizona Game and Fish Department, Arizona Department of Environmental Quality, and Graham County Engineer concerning any recommendation for initial corrective measures and also concerns I should address while working with you to develop a restoration plan to resolve the violations. Once my evaluation is complete I will ask you complete any required initial restoration activities and if complete restoration is determined to not be least environmentally damaging alternative I will ask you to apply for a Department of the Army Permit for the discharges already performed and also any additional discharges necessary to protect the waters of the U.S. within the Landfill site.

As we discussed in our meeting with the Corps on February 17, 2015, complete restoration does not meet the City's objectives by solving the channel breach issues with Cottonwood Wash. It would also continue to allow the comingling of waters of the U.S. and landfill runoff which is not the least environmentally damaging practicable alternative (LEDPA). Robert stated that the LEDPA would be bank protection and/or channelization of the wash. Robert also stated that after he received comments from the agencies listed above, he would start the after that fact Individual

Permit (IP) process. The following scope of work addresses items 1-6 requested, as well as items required to process the IP application.

### **Task 1- Re-verify the 1997 Jurisdictional Delineation**

Kimley-Horn will identify and establish boundaries for areas considered jurisdictional waters of the U.S. (WOUS) under Section 404 of the Clean Water Act within the project site. Kimley-Horn will utilize methodology approved by the U.S. Army Corps of Engineers (Corps) for establishing the Ordinary High Water Mark (OHWM) for WOUS located within the project area. As requested, the Preliminary Jurisdictional Delineation (PJD) will be submitted to the Corps for concurrence with the proposed jurisdictional boundaries shown on aerial photography and documented in data sheets and ground photography.

The task will include the following steps:

- Field reconnaissance to identify and establish boundaries of the Section 404 jurisdictional areas in the project area
- Photographic and field note documentation of the establishment of the jurisdictional boundaries
- Transfer of jurisdictional boundaries and data points to aerial photography or site topographic map while in the field
- Transfer of jurisdictional boundaries into GIS and overlay onto the aerial photography
- Preparation of a technical memorandum that will document the methodology and results of the evaluation- this memorandum will be submitted to the Corps for concurrence on the PJD
- Kimley-Horn will provide the Client the PJD in electronic form (GIS/CADD) to aid the Client in site planning and avoiding impacts to WOUS.

### **Task 2- Biological Evaluation**

Kimley-Horn will prepare a Biological Evaluation (BE) for the project area. Kimley-Horn's qualified biologist will review the U.S. Fish and Wildlife Service (USFWS) threatened, endangered, proposed, and candidate species list for the project area to determine if species may occur in the project vicinity. The Arizona Game and Fish Department (AGFD) on-line environmental review will be accessed to determine special status species are known to occur in the project vicinity.

Analysis of effects, determination of effects and USFWS/Agency consultation requirements will be documented in the BE. State sensitive species, noxious and invasive species, and the Migratory Bird Treaty Act, and any required mitigation measures will be discussed (as applicable). The AGFD's HabiMap™ Arizona will also be utilized to review species distribution information, habitat and wildlife data. Kimley-Horn will assess potential impacts to listed species and make recommendations for future surveys/detailed assessments/mitigation measures (if applicable). The results of this evaluation will be included in the Individual Permit application (Task 4).

### **Task 3- Cultural Resources Survey**

As a subconsultant to Kimley-Horn, PaleoWest Archaeology will conduct a Class III archaeological inventory survey of 433 acres within the Graham County Regional Landfill (GCRL) north of Safford, Graham County. The survey will be conducted under PaleoWest's Arizona Antiquities Act permit (permit no. 2015-029).

PaleoWest will examine the AZSITE database, which includes records from the Arizona State Museum (ASM), BLM, and Arizona State University. This search will be conducted to determine the location of any previously conducted archaeological surveys or previously recorded archaeological sites within a 1-mile radius of the project area. Records of archaeological projects and archaeological sites will also be conducted at the Bureau of Land Management (BLM) Safford Field Office because the project area is completely surrounded by BLM land. Government Land Office (GLO) maps housed at the BLM will also be consulted to evaluate the possible presence and location of historic features on the property. The site file search results will be included in the survey report.

PaleoWest archaeologists will conduct a full pedestrian inventory of the project area following ASM inventory standards. Archaeologists will walk parallel transects spaced not more than 20 m apart, recording all isolated occurrences and mapping and recording any archaeological sites identified in the project area. This will include any previously recorded sites as well as newly discovered archaeological sites. A Registered Professional Archaeologist (RPA) who meets the National Secretary of the Interior's professional standards will head the fieldwork. PaleoWest will evaluate the significance of all identified historic and prehistoric resources in terms of eligibility for listing in the State and National Registers of Historic Places and provide recommendations for mitigation if necessary.

PaleoWest will prepare a report that meets all ASM and State Historic Preservation Office standards. The report will include a review of the project area's environmental setting, the results of the literature review, a description of the field methods, a record of isolated occurrences, a detailed description of each new site recorded, an evaluation of each site's potential eligibility for inclusion in the National and State Registers of Historic Places, and recommendations for either further mitigation work or full archaeological clearance. PaleoWest will submit this draft report to the client for review and consult with the client on the results of the project. The results of this evaluation will be included in the Individual Permit application (Task 4).

#### **Task 4- Prepare and Process Individual Permit Application**

Kimley-Horn will prepare an Individual Permit (IP) application including the following:

- Site description
- A project description that includes all completed and proposed activities in WOUS within the Landfill site;
- Alternatives Analysis (including no action alternative, preferred alternative (LEDPA) and at least one more alternative to evaluate for environmental impacts);
- Preliminary Jurisdictional Delineation (from Task 1);
- Biological Evaluation (from Task 2);
- Cultural resources discussion (from Task 3);
- A discussion on avoidance and minimization of impacts to WOUS;
- A mitigation proposal (assumed in-lieu fee);
- Site photographs

The figures prepared for the application include the following:

- Vicinity Map
- USGS Quadrangle Map
- Preliminary Jurisdictional Delineation
- Impacts to Waters of the U.S.
- Cross Sections: Impacts to Waters of the U.S.

### **Task 5- Prepare and Process Section 401 Water Quality Certification Application**

Kimley-Horn will prepare and process a Section 401 Water Quality Certification application through the Arizona Department of Environmental Quality.

### **Task 6 - Development of Bank Stabilization Solution**

Kimley-Horn will conduct analysis and conceptual design to support a selection of the LEDPA that will stabilize the Cottonwood Wash channel and prevent the lateral migration which has captured the landfill retention ponds. Detailed Tasks are as follows:

- Verification of Cottonwood Wash Hydrology
- Prepare a pre-emergency work hydraulic model of Cottonwood Wash using HEC-RAS 4.1
- Prepare an existing (post-emergency work) hydraulic model of Cottonwood Wash using HEC-RAS 4.1
- Establish erosion hazard setback for do-nothing alternative
- Prepare two bank stabilization cross-section alternatives
- Conceptually model the selected alternative to establish cut/fill line-work, earthwork, and bank stabilization quantities for approximately 4300 feet of channel length
- Conceptually design an at-grade crossing of Cottonwood Wash for access to east side
- Modify existing hydraulic model to incorporate selected alternative geometry
- Conduct scour calculations using proposed conditions hydraulic parameters
- Comparison of Pre to Post Hydraulic Models and identification of any requirements for FEMA compliance based on results
- Develop conceptual cost estimate for the selected alternative with 25% contingency

### **Task 7 - Develop Schematic Plan of Borrow Area**

- Conduct a conceptual grading exercise on areas east of Cottonwood Wash to establish a permit footprint for material excavation to be used for various public works purposes; one of which could be cover material for landfill. Borrow Area would be sized to accommodate either partially or wholly the anticipated quantity of daily cover material and landfill cap needs.
- Plan and layout an access road to the borrow area using max grades of 8%

### **Task 8 - Project Management and Coordination**

This task is intended to capture effort,t to manage the project, attend project meetings, address Client comments beyond revisions included in other tasks, participate on conference calls, and coordinate with other project team members. Because the extent of the meetings required is unknown at this time, we will limit our effort to 24 hours. In the event there is additional effort required, we will notify the Client and request additional fee under an amendment to this contract.

## **Assumptions**

- A design report or drainage study is not required to be submitted at this time
- City desires to cover potential borrow area and access to east side of wash in the 404 permit
- City may initiate talks with BLM about land swap, but that will not impact this scope of work
- City has not identified funding for construction, therefore design scope may change as a particular funding source is secured.
- Design line-work is needed for appropriate exhibits in the Individual Permit, but construction documents are not.
- Geotechnical investigation into embankment stability and seepage will not be required at this stage, but will be required in a future design phase
- A FEMA CLOMR is not required
- Safford Landfill personnel will not enter the wash nor change grades on the retention basins/borrow pits located on the existing landfill site

## **Information Provided By Client**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

## **Schedule**

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

## Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 8 for the total lump sum fee below.

Task 1- Re-verify the 1997 Jurisdictional Delineation	\$6,200
Task 2- Biological Evaluation	\$4,400
Task 3- Cultural Resources Survey	\$8,200
Task 4- Prepare and Process Individual Permit Application	\$31,400
Task 5- Prepare and Process Section 401 Water Quality Certification Application	\$3,200
Task 6- Development of Bank Stabilization Solution	\$32,200
Task 7- Develop Schematic Plan of Borrow Area	\$8,400
Task 8- Project Management and Coordination	\$5,800

**Total Lump Sum Fee** **\$ 99,800**

We understand that a Purchase Order issued by the City signifies agreement with this scope and will function as a notice to proceed.

Thank your for this continued opportunity to provide services to the City under terms of the On-Call Engineering Services Contract.

Respectfully,



Scott Altherr, P.E., CFM  
Project Manager



Jennifer Tremayne, REP  
Senior Environmental Scientist

Encl (2)



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**CITY COUNCIL COMMUNICATION**

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**TO: Mayor and Council**  
**FROM: Cliff Davis, Human Resources Officer**  
**SUBJECT: Presentation**  
**DATE: Monday, March 23, 2015 at 6:00 p.m.**

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**Purpose and Recommended Action:**

Evaluation of current employee health insurance plan. **INFORMATION/DISCUSSION/ACTION**



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**CITY COUNCIL COMMUNICATION**

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**TO: Mayor and Council**  
**FROM: Horatio Skeete, City Manager**  
**SUBJECT: Renewal of Inmate Work Labor Contract with ASPC-Safford**  
**DATE: Monday, March 23, 2015 at 6:00 p.m.**

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**Purpose and Recommended Action:**

Request for the Mayor and City Council to approve and adopt Resolution Number 15-010 authorizing the execution of Contract No. 15-159-20, Inmate Work Labor with ASPC-Safford and authorizing the City Manager to execute.

**Background:** Several years ago a contract was entered into between the City of Safford and Arizona Department of Corrections, for and on behalf of the Arizona State Prison Complex-Safford to supply an inmate labor force to perform acceptable tasks. The term of the Contract is for a period of five (5) years.

The City of Safford appreciates its partnership with ADOC. Staff recommends the Council approve the Contract.

**RESOLUTION NUMBER 15-010**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAFFORD (“CITY”), GRAHAM COUNTY ARIZONA, APPROVING THE EXECUTION OF A CONTRACT WITH THE ARIZONA DEPARTMENT OF CORRECTIONS FOR INMATE LABOR, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.**

**WHEREAS**, the City of Safford has the responsibility for many governmental and utility services and is authorized to provide such services by *Arizona Revised Statutes* §9-240 et seq.; and,

**WHEREAS**, the City is in need of labor to provide such services; and,

**WHEREAS**, the City is empowered by *Arizona Revised Statutes* §48-572 and has resolved to enter into the Agreement; and

**WHEREAS**, the Department of Corrections has inmates available for work to assist the City in providing such services under certain terms and conditions; and,

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City of Safford, that Horatio Skeete, City Manager be and he is authorized to execute the contract for inmate labor to be provided by the Arizona Department of Corrections.

**PASSED, ADOPTED, AND APPROVED** by the Mayor and City Council of the City of Safford this 23<sup>rd</sup> day of March, 2015.

\_\_\_\_\_  
Wyn “Chris” Gibbs, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Georgia Luster, MMC  
City Clerk

\_\_\_\_\_  
William J. Sims  
Interim City Attorney

State of Arizona        )  
  ) ss  
County of Graham        )

CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution Number 15-010 was duly passed and adopted by the Mayor and City Council of the City of Safford, Graham County, Arizona, at a Special Council Meeting held on the 23<sup>rd</sup> day of March, 2015. A quorum of the Council was present at the meeting.

March 23, 2015

\_\_\_\_\_  
Georgia Luster, MMC, City Clerk



DOUGLAS A. DUCEY  
GOVERNOR

# Arizona Department of Corrections

1601 WEST JEFFERSON STREET  
PHOENIX, ARIZONA 85007  
(602) 542-5497  
[www.azcorrections.gov](http://www.azcorrections.gov)



CHARLES L. RYAN  
DIRECTOR

March 9, 2015

Horatio Skeete, City Manager  
City of Safford  
P.O. Box 272  
Safford, Arizona 85548-0272  
Via email: [lnorton@saffordaz.gov](mailto:lnorton@saffordaz.gov)

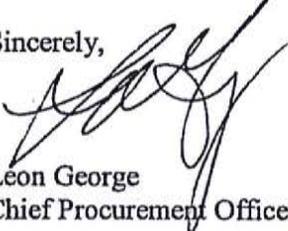
Re: Contract No. 15-159-20, Inmate Work Labor with ASPC – Safford  
Fully Executed Contract

Dear Mr. Skeete:

Enclosed for your records is a copy of the fully executed Contract between the Arizona Department of Corrections and the City of Safford.

If you have any questions, please contact Linda Wright, Senior Procurement Specialist at (602) 364-3794, or me at (602) 542-1172.

Sincerely,

  
Leon George  
Chief Procurement Officer

LG/lw

Enclosure: Contract No. 15-159-20

cc: Royce Larson, Business Administrator, ASPC – Safford  
Lynn Fedina, Business Administrator, Offender Operations

STATE OF ARIZONA  
DEPARTMENT OF CORRECTIONS  
1645 West Jefferson Street, Mail Code 55302  
Phoenix, Arizona 85007-3002

INMATE WORK CONTRACT

This Contract is entered into between City of Safford, hereinafter referred to as the Contractor, and the Director of the Arizona Department of Corrections, for and on behalf of its Arizona State Prison Complex – Safford, hereinafter known as the Department.

This document, including the Scope of Services, Special Terms and Conditions, Standard Work Provisions, any addendums, attachments or modifications, shall constitute the entire Contract between the parties and supersedes all other understandings, oral or written.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Contract.

CITY OF SAFFORD  
FEDERAL TAX I.D. #866000258

ARIZONA DEPARTMENT OF CORRECTIONS

Horatio Skeete  
Signature of Authorized Individual      3.2.15  
Date

Michael P. Kearns  
Signature of Authorized Individual      3/4/15  
Date

Horatio Skeete  
Typed Name

Michael P. Kearns  
Typed Name

City Manager  
Typed Title

Division Director, Administrative Services  
Typed Title

P.O. Box 272  
Safford, Arizona 85548-0272  
Address

1645 West Jefferson Street, Mail Code 328  
Phoenix, Arizona 85007-3002  
Address

Additional Signatures as Applicable

\_\_\_\_\_  
Signature of Authorized Individual      Date

\_\_\_\_\_  
Signature of Authorized Individual      Date

\_\_\_\_\_  
Typed Name

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Typed Title

Prepared by: Linda Wright, Senior Procurement Specialist  
Date: February 27, 2015

15-159-20  
2015-03-04  
15-159-20

**WITNESSETH**

**WHEREAS**, the Department is duly authorized by A.R.S. § 41-1604, et seq.; § 31-252 and § 31-254, to execute and administer contracts and;

**WHEREAS**, the Contractor is authorized by A.R.S. § 9-240 to enter into agreements for services, and;

**WHEREAS**, the Department desires to implement the requirement that each able-bodied inmate under commitment to the Department shall engage in work activity during such term of imprisonment, and;

**WHEREAS**, the Director of the Department has the authority to maintain and administer facilities and programs as may be required for the custody, control and rehabilitation of all inmates committed to the Department, and;

**WHEREAS**, the Director of the Department may authorize inmate work crews to perform acceptable tasks in any part of the State, and;

**WHEREAS**, the Contractor has a need for a labor force to support its normal property maintenance and construction projects, and;

**WHEREAS**, the Department is able to supply an inmate labor pool to support this work program for its Arizona State Prison Complex – Safford, as identified herein.

**NOW, THEREFORE**, the Department and the Contractor do hereby agree as follows:

**1 THE CONTRACTOR AGREES:**

- 1.1 To provide necessary tools/equipment, drinking water, sanitary facilities and any special clothing required to accomplish work assignments.
- 1.2 To appoint a work crew leader who may provide both technical and job supervision as necessary. Appointed supervisors shall abide by and put into operational practice the Standard Work Provision for Inmate Work Programs utilizing On-Site Correctional Officer Supervision included as Attachment #1 of this contract.
  - 1.2.1 Technical supervision means the Contractor shall provide staff who know the types of work tasks to be accomplished and correct way to complete each task. Technical supervisors teach assigned inmates how to complete their job assignments.
  - 1.2.2 Job supervision means that Contractor personnel shall remain with assigned inmates for the length of the work day to ensure inmates are supervised and accounted for, and report results to the Department liaison. If an inmate fails to remain at the work site, if an inmate becomes ill at the work site and needs to be returned to the prison and if an inmate poses security concerns, the liaison shall be contacted immediately.
- 1.3 To obtain the Department's written approval for the Contractor's technical supervisor prior to initiation of this contract.
  - 1.3.1 Subsequent to Contract initiation, should the Contractor's technical supervisor(s) change, the Contractor shall notify the Department at least two (2) workdays prior to the impending change to permit completion of the Department's approval process.
  - 1.3.2 If prior notice is not possible, the Department may withhold the inmate work crew from

further service until the necessary approval process is completed.

- 1.4 To provide, if applicable, pesticide protection and Hazardous Material Training (HAZMAT) for inmates prior to initiating the work activities described in this Contract.
  - 1.4.1 The Contractor shall comply with the Site Safety and Health Plan included as Attachment #2 of this contract.
  - 1.4.2 Inmates shall not be allowed to be present while hazardous materials, inclusive of pesticides, are being used or applied. Pursuant to the Arizona Office of Pest Management, no inmate shall be allowed to handle or to apply pesticides. However, all hazardous materials (inclusive of pesticides), if stored and/or used on this site, and while ADC staff and/or inmates are present, require they be trained to recognize such hazardous materials and relative adverse medical signs and symptoms associated with the chemical, in accordance with the federal chemical "Right-to-Know Act" (SARA Title III).
- 1.5 To provide a working environment which meets the requirements of the Occupational Safety and Health Act (OSHA), Safety and Health Standards for General and or Construction Industry, 29 CFR Part 1910 and 1926, as adopted by the State of Arizona.
- 1.6 To provide emergency first aid for minor injuries or to contact the nearest medical provider to assist if more extensive first aid services are needed.
- 1.7 The Contractor shall follow all Department Orders (DO's), and Director's Instructions (DI's), i.e. drug-free workplace, grooming code, etc. The policies, procedures, DO's, and DI's are available on the following web site [www.azcorrections.gov](http://www.azcorrections.gov).
- 1.8 To designate a staff member who shall serve as liaison between the Contractor and the Department. The Contractor shall ensure that the Department is given the name and phone number/extension of the contact person.
- 1.9 To notify the Department 24 hours prior to necessity should workload require inmates to stay beyond their normal work hours. Said notice shall be provided by contacting the Department's institution contact person.
- 1.10 To assign work hours, work location(s), and job assignments subject to the concurrence of the Department. Work sites shall be confined to locations which are within the Contractor's authority to manage, maintain and finance.
- 1.11 To allocate sufficient time from job responsibilities to allow Contractor's staff assigned to this work program to attend mandatory training given by the Department prior to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this program must receive Department training prior to assuming work responsibilities.
- 1.12 To maintain the work site in the manner/condition in which it was approved by the Department as complying with the requirements imposed by the custody level of assigned inmates and assigned work responsibilities. If, during the term of this Contract, security/safety concerns become evident, or the Contractor wishes to change or alter the work site(s), the following procedures shall be followed:
  - 1.12.1 Security/safety concerns shall be rectified immediately by the Contractor in accordance with direction received from the Department.

- 1.12.2 The Contractor shall provide written notice to the Department if changes or alterations are planned for the work site(s) prior to any changes or alteration being accomplished.
- 1.12.3 Representatives from the Department and the Contractor shall conduct an inspection of the work site(s). If the proposed change or alteration shall negatively impact the security and/or safety of assigned inmate workers, corrective action shall be determined by the Department.
- 1.12.4 If in the opinion of the Department, said security/safety concern(s) poses an immediate threat to the inmate workers, the Department may withhold further assignments of the inmate work crew until the concern is rectified.
- 1.13 To pay for inmate labor at the rate of fifty cents (50¢) per hour, to include approved extra hours, if applicable as authorized by the Department.
- 1.14 If applicable; to pay for Correctional Officer (CO) supervision of inmate work crews under this Contract, including overtime approved by Contractor, if applicable, and all employee related expenses. Should additional crews be needed, Contractor will hire additional staff to supervise inmate work crews. The Contractor in agreement with the Department must authorize the expense of additional Departmental staff before the expense is incurred.
- 1.15 If applicable; in addition to payment for inmate labor and CO overtime, the Contractor shall pay the Department for transportation costs at the State prevailing rate per mile, as determined by the Arizona Department of Administration, General Accounting Office, for distance traveled by each Department transportation vehicle to and from the work site(s). Such payment shall be rendered by separate check or warrant at the same time and place as payment for inmate wages.
- 1.16 That on or before the 15<sup>th</sup> business day of each calendar month, the Contractor shall make payment for all work performed during the preceding month. The check or warrant shall be made payable to Arizona State Prison Complex-Safford and sent to the following address:
- Arizona State Prison Complex – Safford  
Attention: Business Manager  
896 South Cook Road  
Safford, Arizona 85546
- 1.17 To maintain records and other evidence sufficient to reflect properly all payments related to this work program. Such records shall be made available for inspection and audit upon request by the Department.
- 1.18 That inmates assigned to this work program **shall not** drive any licensed, over-the road vehicle as part of their job responsibilities. However, assigned inmates may be permitted to operate the Contractor's off-road mobile equipment, in accordance with the following guidelines.
- 1.18.1 The Contractor shall provide written notice to the Department advising of the need to have inmates operate mobile equipment. The notice shall describe the type(s) of off-road mobile equipment to be operated in accordance with Attachment #3.
- 1.18.2 No inmate shall operate any mobile equipment until the Contractor receives written authorization from the Department in accordance with Attachment #3.

- 1.18.3 If the Contractor receives written authorization from the Department, the Contractor shall document training provided to inmates specific to each type of off-road mobile equipment to be operated.
- 1.18.4 Acquire and maintain applicable insurance in compliance with State requirements.
- 1.18.5 Designated off-road mobile equipment may be:
  - 1.18.5.1 Riding lawnmowers and golf carts or similar type equipment.

2 **THE DEPARTMENT AGREES:**

- 2.1 To provide a mutually agreed number of inmates, subject to availability of said work force, to support the Contractor's property maintenance and construction projects.
- 2.2 Inmates classified as sexual predators/offenders **shall not** be utilized for this public works Contract.
- 2.3 That work assignments shall be performed at the Contractor's business location(s) as shown on Attachment No. 4.
- 2.4 To provide transportation of inmate workers to and from selected work site(s) in Department owned vehicles. Inmate workers shall not be transported in privately owned vehicles at any time.
- 2.5 To provide sack lunches for inmates and furnish all clothing, except special protective clothing or footwear.
- 2.6 To provide security supervision of inmate workers in accordance with Department written instructions.
- 2.7 When mutually agreed to by the Department and the Contractor: to provide a Correctional Officer (CO) who shall remain on site to provide security supervision of the inmate workers each workday. The assigned CO shall follow Department notification procedures if:
  - 2.7.1 An inmate fails to remain at the work site.
  - 2.7.2 An inmate has an accident or becomes seriously ill at the work site.
- 2.8 To remove and replace as soon as possible any inmate who does not perform to the satisfaction of the Contractor.
- 2.9 To approve/disapprove the Contractor's technical supervisor(s) assigned to this work program in accordance with Department written instructions.
- 2.10 To present training to Contractor's staff who will be involved in supervising or interacting with inmate workers. This training shall be given prior to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this work program must receive Department training prior to assuming work responsibilities.
- 2.11 To keep the Contractor fully informed of Department written instructions and activities that have bearing upon the Contractor fulfilling assigned obligations under this Contract.
- 2.12 To designate an institutional contact person who shall function as a liaison between the Institution, Department and the Contractor in developing and coordinating work schedules, assignments, hours

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**SCOPE OF SERVICES****ADC Contract No. 15-159-20**

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and transportation. The Department shall ensure the Contractor is given the name and telephone number/extension of the contact person.

- 2.13 To ensure that any inmate(s) who drives the Contractor's off-road mobile equipment as an assigned work duty is in compliance with Department written instructions governing the use of inmate drivers.
- 2.14 That prior to the initiation of this work program, the proposed work site shall be inspected relative to security and safety concerns to ensure the work environment satisfies all requirements imposed by custody level of assigned inmate workers and assigned work responsibilities. If, during the term of this Contract, security or safety concerns should become evident, or the Contractor wishes to change or alter the work site, the procedure described in Section 1.12 of this Contract shall be followed.
- 2.15 To invoice the Contractor for payments due no later than the fifth (5<sup>th</sup>) business day of each month. Invoices shall identify the following:
  - 2.15.1 Inmate name and ADC number
  - 2.15.2 Hours worked
  - 2.15.3 Rate of pay
  - 2.15.4 Mileage (if applicable)
  - 2.15.5 Vehicle repair expense (if applicable)
  - 2.15.6 Total amount invoiced
- 2.16 Invoices for CO supervision shall identify at a minimum the following:
  - 2.16.1 CO name(s)
  - 2.16.2 CO hours worked including overtime hours, if applicable
  - 2.16.3 Total amount invoiced
- 2.17 That invoices shall be sent to the Contractor at the following address:

City of Safford  
Attention: Accounts Payable  
P.O. Box 272  
Safford, Arizona 85548-0272

**3 SPECIAL TERMS AND CONDITIONS**

- 3.1 Term of Contract This Contract shall begin when all signatures are affixed and executed by the Department and shall continue for a period of five (5) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
- 3.2 This Contract may be terminated, without cause, by either party by provision of prior written notice to the other. Such **Notice of Termination** shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.
- 3.3 Circumstances may arise during the term of this Contract which may prohibit the assignment of inmates for work assignments. Such circumstances could include acts of nature, institution riots, lockdowns, inmate work strikes, etc. The following guidelines shall govern, if such circumstances should occur:
- 3.3.1 The Department shall provide verbal notice within 24 hours to the Contractor if circumstances will impact work activities.
- 3.3.2 The Contractor shall not hold the Department liable for failure to perform, or in default of Contract terms due to circumstances described above.
- 3.4 Inmates working under this Contract are not employees of the Contractor and any compensation is provided solely pursuant to A.R.S. § 31-254.
- 3.5 Non-Availability of Funds In accordance with A.R.S. § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 3.6 Cancellation for Conflict of Interest In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.
- 3.7 The Department reserves the right to terminate the contract for default in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Contractor.
- 3.8 Changes to the Contract shall be handled by formal amendment through Procurement Services
- 3.9 Arbitration In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
- 3.9.1 Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Contract as to which exception has been taken by either party, or their designees, shall be retained by the parties

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**SPECIAL TERMS AND CONDITIONS**

**ADC Contract No. 15-159-20**

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until such appeals, litigations, claims or exceptions have been finally resolved.

- 3.10 Applicable Law In accordance with A.R.S. § 41-2501, et seq. and AAC R2-7-101, et seq. Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.
- 3.11 Non-Discrimination In accordance with A.R.S. § 41-1461, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.
- 3.12 Each party to this contract shall be responsible for any and all costs, including but not limited to, attorney fees, court costs and other litigation expenses incurred as a result of the errors and omissions of its officers, employees, agents, or assigns arising out of the performance of this contract.
- 3.13 Audit of Records In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- 3.14 Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as shown on the signature page of this document.
- 3.15 Third Party Antitrust Violations The Contractor assigns to the State any claims for charges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor.
- 3.16 Notice Warning Any person who takes into or out of or attempts to take into or out of correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property of packages.

Definition:     A.R.S. § 13-2501:  
                      A.R.S. § 13-2505:  
                      ADC Department Order 708

3.17 Unlawful Sexual Conduct

- 3.17.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county

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**SPECIAL TERMS AND CONDITIONS**

**ADC Contract No. 15-159-20**

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3.17.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.

3.17.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

3.17.4 Unlawful sexual conduct; correctional facilities; classification; Definition  
A.R.S. § 13-1419.

3.18 Federal Prison Rape Elimination Act 2003 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003. Reference 28 C.F.R., Part § 115.

3.19 Contraband

3.19.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medications, etc.

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority           A.R.S. § 13-2501  
                          A.R.S. § 13-2505  
                          ADC Department Order 708

3.20 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

3.21 Electronic and Information Technology. Unless specifically authorized in the Contract, any

electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and A.R.S. § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

3.22 E-Verify Requirement

3.22.1 In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.

3.23 **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.

**INMATE WORK PROGRAM UTILIZING ON-SITE CORRECTIONAL OFFICER(S) (CO)**

A. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.

B. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.

C. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.

D. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.

E. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.

F. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. §31-221, and *no* information shall be released without prior written authorization from a representative of the Department.

G. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.

H. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.

I. No inmate shall be placed in a supervisory capacity over any other inmate.

J. The Contractor shall provide immediate notification to the onsite CO of the following:

1. Unsatisfactory work or malingering of inmates. If requested, the Contractor shall furnish a written account of such unsatisfactory performance.

2. The discovery or suspicion of any intoxicant or un-prescribed drug in the possession of any Inmate worker.

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**STANDARD WORK PROVISION  
INMATE WORK PROGRAMS**

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**Attachment #1  
ADC Contract No. 15-159-20**

**K. The visiting of an inmate by any unauthorized person shall not be permitted. If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.**

**L. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.**

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**STANDARD WORK PROVISION  
SITE SAFETY AND  
HEALTH PLAN**

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Attachment #2  
ADC Contract No. 15-159-20

Developed by: State of Arizona, Department of Administration  
Risk Management Section

Provided by: Mike Foster, Manager, Safety and Environmental Services,  
Administrative Services Division

**1 PROGRAM OBJECTIVES**

- 1.1 This Safety and Loss Prevention Program is established to exercise all available means of eliminating or controlling hazards and risks associated with renovation and construction projects.
  - 1.1.1 Minimize Personal injuries;
  - 1.1.2 Maximize Property Conservations;
  - 1.1.3 Achieve Greater Efficiency; and
  - 1.1.4 Reduce Direct and Indirect Costs
- 1.2 The effectiveness of Safety and Loss Prevention Program will depend on the active participation and full cooperation of all involved with the project to include management, supervisors, inmates, and employees, and their efforts in carrying out the following basic responsibilities.
  - 1.2.1 Plan all work to minimize personal injury, property damage and loss of productive time.
  - 1.2.2 Properly select inmates/employees based upon their skill level for the necessary job tasks.
  - 1.2.3 Provide for the protection of adjacent property and safety of the public.
  - 1.2.4 Coordinate activities with others at the work location.
  - 1.2.5 Establish and conduct an educational program to stimulate and maintain interest and participation of all inmates and employees through:
    - 1.2.5.1 Safety Meetings;
    - 1.2.5.2 Prompt investigation of all accidents and serious potential incidents to determine cause or causes and take necessary corrective action to eliminate a recurrence of a loss or incident;
    - 1.2.5.3 Use of proper work methods, personal protective equipment, and mechanical guards;
    - 1.2.5.4 Employee/inmate safety instructions to all assigned work; and
    - 1.2.5.5 Safety training programs.

**2 RESPONSIBILITIES**

- 2.1 It is the purpose of the program to organize and direct activities, which will:
  - 2.1.1 Avoid injuries.
  - 2.1.2 Reduce construction interruption due to an accident.
  - 2.1.3 Assure a safe and healthy place to work.

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**STANDARD WORK PROVISION  
SITE SAFETY AND  
HEALTH PLAN**

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**Attachment #2  
ADC Contract No. 15-159-20**

- 2.2 The Project Manager is required to establish and administer a site-specific safety program and will:
- 2.2.1 Make periodic loss prevention surveys.
  - 2.2.2 Submit written recommendations.
  - 2.2.3 Periodically attend safety meetings.
  - 2.2.4 Assure safety orientation meetings for employees/inmates are conducted and documented.
  - 2.2.5 Provide warning signs, safety literature, reporting forms, and other educational and training materials as deemed appropriate.
  - 2.2.6 Maintain a written comprehensive Safety and Loss Prevention manual.
  - 2.2.7 Give due consideration to all safety factors during pre-planning.
  - 2.2.8 Employ only those individuals physically and mentally capable of performing in a safe manner.
  - 2.2.9 Comply with the Occupational Safety and Health Act and all other applicable Federal, State and Local regulations.
  - 2.2.10 Provide and enforce the use of all necessary testing equipment for employee/inmate health and safety. Provide and enforce the use of personal protective equipment and use only where Engineering controls are not feasible.
  - 2.2.11 Provide properly guarded and maintained tools, machinery and equipment.
  - 2.2.12 Maintain necessary accident records and promptly file the reports required by the State or Federal authorities and the insurer.
  - 2.2.13 Promptly investigate any incident that causes injury or damage to property.
  - 2.2.14 Plan and schedule work operations so as to control personal injury and property damage hazards.
  - 2.2.15 Maintain good housekeeping conditions and fire protection equipment.
  - 2.2.16 Maintain an effective equipment inspection and maintenance program.
  - 2.2.17 Provide proper and specific work task training for employees/inmates regarding the hazards of their jobs and how to work safely.
  - 2.2.18 Correct unsafe work habits of employees/inmates as soon as they are observed.
  - 2.2.19 Eliminate unsafe conditions under their control and promptly report those they cannot eliminate to the proper authority.
  - 2.2.20 Conduct weekly toolbox meetings with all employees/inmates and maintain written records of these meetings. The written record shall include the date, topic discussed, comments, and attendees.

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**STANDARD WORK PROVISION  
SITE SAFETY AND  
HEALTH PLAN**

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**Attachment #2  
ADC Contract No. 15-159-20**

- 2.2.21 Ensure each employee/inmate understands that violations of the project safety program will not be tolerated and that proper disciplinary action will be administered, including removal from the Project for violation of safety policy.

**3 GENERAL SAFETY REQUIREMENTS**

3.1 Laws and Regulations:

- 3.1.1 Responsible project management representatives shall comply with and enforce all local, state and federal laws, rules, statutes and regulations of governing or regulatory bodies within the geographical scope of its operations. They will also cooperate with all regulatory agencies regarding job site safety and health, and allow full access to the project for visitation.

3.2 Audit Procedures:

- 3.2.1 All documentation regarding safety training, hazard communication, electrical safety programs, equipment safety programs, equipment inspection and maintenance records, and fire protection inspection shall be kept on the job site.

3.3 Drug and Alcohol Policy:

- 3.3.1 The possession or use of any non-prescribed drug or any alcohol beverage on the job site is strictly prohibited.

**4 SPECIFIC REQUIREMENTS**

4.1 Emergency Procedures Guideline:

- 4.1.1 The Project Manager will set up emergency procedures for the following categories:

- 4.1.1.1 Fire
- 4.1.1.2 Injuries
- 4.1.1.3 Injury to the general public
- 4.1.1.4 Property damage, particularly to utilities; i.e., gas, water, sewage, electrical, telephone, or pedestrian and vehicle routes.
- 4.1.1.5 Public demonstrations
- 4.1.1.6 Bomb threats
- 4.1.1.7 Other exposures at the construction site

- 4.1.2 In order that necessary emergency services are supplied promptly, the Project Manager shall:

- 4.1.2.1 Post in a conspicuous place, a list of emergency phone numbers, along with the type of information to be transmitted for each emergency situation.
- 4.1.2.2 Delegate responsibility for making emergency calls.

- 4.1.3 It is the responsibility of the Project Manager to ensure immediate (5 min or less) reliable emergency medical response is available or to provide full time dedicated, trained emergency medical staff and facilities to be available to all employees/inmates If employees/inmates are working with materials that could adversely affect their respiration, or are subject to electrical shock that could cause loss of the breathing function, and medical response is longer than 3 to 4

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**STANDARD WORK PROVISION  
SITE SAFETY AND  
HEALTH PLAN**

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**Attachment #2  
ADC Contract No. 15-159-20**

minutes, the Project Manger must adhere to the OSHA rules and regulations, 29 CFR 1926.50, regarding medical response for a construction site.

4.1.4 The Project Manager's emergency procedures should be reviewed regularly and, where necessary, adjusted to provide maximum effectiveness.

4.2 Protection of the Public:

4.2.1 The Project Manager shall take all necessary precautions to prevent injury to the public or damage to property of others. The term "public" shall include all persons not engaged in the project or others working under his/her direction. Precautions to be taken shall include, but not limited to, the following:

4.2.1.1 Work shall not be performed in any area occupied by the public unless specified permitted by the contract or in writing by the Project Manager.

4.2.1.2 When it is necessary to maintain public use of work areas involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways and vehicular roadways, the Project Manager s shall protect the public with appropriate guardrails, barricades, temporary partition shields, and adequate visibility. Such protection shall guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gasses, open flames, energized circuits or other harmful exposures.

4.2.1.3 Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors or exits shall be kept clear of obstructions to permit safe ingress and egress of the public at all times.

4.2.1.4 Appropriate warnings, signs, and instructional safety signs shall be conspicuously posted where necessary. In addition, a signal shall control the movement of motorized equipment in areas where the public might be endangered.

4.2.1.5 Sidewalk sheds, canopies, catch platforms and appropriate fences shall be provided when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural, alteration of outside walls on any structure. The protection required shall be in accordance with the laws and regulations of the regulatory bodies.

4.2.1.6 A temporary fence shall be provided around the perimeter of above ground operations adjacent to public areas except where a sidewalk shed or fence is, if provided by the contract or as required by Subparagraph 5 above. Perimeter fences shall be at least six feet high and/or in compliance with the laws and regulations of the regulatory bodies involved.

4.2.1.7 Guardrails shall be provided on both sides of vehicular and pedestrian bridges, ramps, runways and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds or fences are provided as required by Subparagraph 5 above. Guardrails shall be made of

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**STANDARD WORK PROVISION  
SITE SAFETY AND  
HEALTH PLAN**

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**Attachment #2  
ADC Contract No. 15-159-20**

rigid materials capable of withstanding a force of at least 200 pounds applied in any direction at any point in their structure. Their height shall be approximately 42-inches. Top rails and post may be 2-inches by 4-inches dressed wood or equal. Intermediate horizontal rails at mid-height and toe boards at platform level may be 1-inch by 6-inch wood or equal. Posts shall not be over eight feet apart.

- 4.2.1.8 Barricades meeting the requirements of the political subdivision involved shall provided where sidewalk sheds, fences or guardrails as referenced above, are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained to perform the work. During the period a barricade is removed temporarily for the purposes of work, a watchman shall be placed at all openings.
- 4.2.1.9 Temporary sidewalks shall be provided when a permanent sidewalk is obstructed by the Trade Subcontractor's or any tier operations. They shall be in accordance with the requirements of the political subdivision involved. Guardrails shall be provided on both sides of temporary sidewalks.
- 4.2.1.10 Warning signs and lights including lanterns, torches, flares and electric lights, meeting requirements of the political subdivision involved, shall be maintained from dusk to sunrise along guardrails, barricades, temporary sidewalks and at every obstruction to the public. These shall be placed at both ends of such protection or obstructions and not over 20 feet apart alongside of such protection or obstructions.

**4.3 Housekeeping**

- 4.3.1 During the course of construction/renovation, housekeeping practices will be followed to keep the work areas, passageways, and stairs in and around the buildings or other structures, free from debris of all types.
  - 4.3.1.1 This shall include scrap lumber and form lumber with protruding nails.
  - 4.3.1.2 Combustible scrap and debris shall be removed at regular intervals. Containers shall be provided for the collection of scrap, trash and other debris.

**4.4 Personal Protective Equipment:**

- 4.4.1 The Project Manager shall be responsible for requiring the wearing of appropriate personal protective equipment in all operation where there is an exposure to hazardous conditions or where there is an indication of the need for using such equipment to reduce the hazard to employees/inmates. Such equipment will be used where engineering out the hazard is not feasible.

**4.5 Flammable and Combustible Liquids:**

- 4.5.1 Flammable and combustible liquids shall be stored and dispensed in compliance with regulations and rules established by the governing regulatory bodies.

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**STANDARD WORK PROVISION  
SITE SAFETY AND  
HEALTH PLAN**

---

**Attachment #2  
ADC Contract No. 15-159-20**

- 4.5.2 Any leakage or spillage of flammable or combustible liquids shall be cleaned up immediately and disposed of promptly and safely.
- 4.5.3 Transfer of flammable liquids from one container to another shall require electrically bonding the containers.
- 4.5.4 Small quantities of flammable liquids that may be used at various points on the Job Site shall be handled in approved safety cans.
- 4.5.5 No smoking, matches, or open flames will be permitted within 50 feet of the area where flammable liquids are used or transferred, unless conditions warrant greater clearance.
- 4.5.6 Fuel trucks will properly marked, contents clearly identified, posted and with proper fire protection.
- 4.5.7 Fuel tanks over 500 gallons will be diked, grounded, and protected from contact by vehicles on all sides. Proper identification of tanks and access for measurement will be maintained.
- 4.6 Tools – Hand and Power:
  - 4.6.1 All hand and power tools and equipment shall be maintained in a safe condition. The Project Manager shall be responsible for the condition of all tools or equipment used by employees/inmates.
  - 4.6.2 Power operated tools that are designed to accommodate guards shall be equipped with such guards while in use.
  - 4.6.3 Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating or moving parts of such equipment or tools shall be guarded if such parts are exposed to contact.
  - 4.6.4 Wrenches shall not be used when the jaws are sprung or worn to the point that slippage occurs.
  - 4.6.5 Impact tool such as wedges and chisels shall be kept free of mushroomed heads.
  - 4.6.6 Wooden handles of tool shall be kept free of splinters and cracks and shall be kept tight in the tool.
  - 4.6.7 All hand-held powered drills, fastener drivers, grinders with wheels greater than 2-inches in diameter, disc sanders, belt sanders, reciprocating saws, saber saws and similar operating power tools shall be equipped with a momentary contact off-on control and may have a lock-on control provided that turn off can be accomplished with a single motion of the same finger or fingers that turn it on.
  - 4.6.8 All other hand-held powered tools such as circular saws, chain saws, and percussion tools with positive accessory holding means, shall be equipped with a constant pressure switch that will shut off power when the pressure is released.
  - 4.6.9 The use of electrical cords for hoisting or lowering tools shall not be permitted.

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**STANDARD WORK PROVISION  
SITE SAFETY AND  
HEALTH PLAN**

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**Attachment #2  
ADC Contract No. 15-159-20**

- 4.6.10 Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected. Each section of supply hose to pneumatic tool shall also be secured by some positive means to prevent accidental disconnection.
  - 4.6.11 Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.
  - 4.6.12 Pneumatic hoses shall not be used as a means of hoisting or lowering tools.
  - 4.6.13 Only employees/inmates who have been trained in the operation of the particular tool in use shall be allowed to operate a power-actuated tool.
  - 4.6.14 Power-actuated tools shall be tested each day before loading to see that safety devices are in proper working condition. The testing shall be done in accordance with the manufacturer's recommended pressure.
- 4.7 Earth Moving Equipment:
- 4.7.1 Operators will receive instructions on proper mounting and dismounting of equipment.
  - 4.7.2 Operators shall wear seat belts while vehicle is in motion.
  - 4.7.3 Equipment shall be in safe operating condition and inspected daily for proper braking and hydraulic systems and tires.
  - 4.7.4 Dozer, loader, scraper, backhoe buckets, glades and pans will be grounded before the operator dismounts.
  - 4.7.5 Prior to mounting any equipment, the operator will visually inspect the area not visible from the operator's station.
  - 4.7.6 Equipment will have audible warning devices in good working order.

LETTER OF INSTRUCTION  
REQUEST FOR AUTHORIZATION

UTILIZING INMATE WORKERS FOR OPERATION OF OFF-ROAD MOBILE EQUIPMENT

Inmate Work Contracts between the Department and the Contractor provide authorization for assigned inmate workers to operate off-road mobile equipment under certain conditions. This Letter of Instruction provides the procedure for obtaining approval to utilize inmate workers on Contractor's off-road mobile equipment.

- 1 The Contractor shall provide written notice advising of the need to utilize inmate workers to operate specific off-road mobile equipment. The request shall include the following information:
  - 1.1 A complete list describing the type(s) of off-road mobile equipment to be operated;
  - 1.2 Identification of specific training inmates will receive for each type of off-road mobile equipment; and
  - 1.3 A list of inmates, to include the inmate's Department identification number, for whom approval is being requested. The list shall reflect the type(s) of mobile equipment to be operated, specific to each inmate worker.
- 2 The Department shall acknowledge the Contractor's request and, after coordinating with institution officials, notify the Contractor in writing of those inmates approved to be trained to operate off-road mobile equipment. The Contractor shall not proceed with training until written notice of authorization is received from the Department.
- 3 Once approval to proceed with training is received, the Contractor shall provide safety and operational training to approved inmates for each type of specified off-road mobile equipment. The manufacturer's supplied training materials and/or materials developed in accordance with Occupational Safety and Health Act (OSHA) guidelines, for each specific type of mobile equipment, should meet the training requirements for each inmate operator. Copies of training materials shall be provided to the Department for record keeping purposes.
- 4 Once training is complete, the Contractor shall furnish documentary evidence of satisfactory completion of training for each inmate. The documentation shall include the inmate's certification by signature that he/she understands the operation and safety issues of each type of mobile equipment he/she has been trained to operate.
- 5 Following review of training documents provided by the Contractor, and/or designee, the Department shall furnish the Contractor with notification of approval for individual inmates. Contractor shall maintain records of training and authorization for all inmate workers as long as they are engaged in this inmate work program.
- 6 The Contractor shall acquire and maintain applicable insurance in compliance with State requirements.

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**CONTRACTOR  
AUTHORIZED WORK LOCATION (s)**

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**Attachment #4  
ADC Contract No. 15-159-20**

1	City of Safford 717 Main Street Safford, Arizona 85548
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ADC Contract No. 15-159-20  
Attachment #4  
City of Safford



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## CITY COUNCIL COMMUNICATION

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**TO: Mayor Gibbs and City Council Members**  
**FROM: Eric Buckley, Utility Director**  
**SUBJECT: SPPR/Sempra Power Purchase Agreement**  
**DATE: Monday, March 23, 2015 at 6:00 p.m.**

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**Purpose and Recommended Action:** Review and approve Resolution Number 15-011 approving the three documents described here:

This is a request for Council's approval on three documents for the Power Purchase Agreement relating to the City of Safford's participation and membership in the Southwest Public Power Agency (SPPA) and the Southwest Public Power Resources Group (SPPR).

The following three documents being requested for approval are:

Request for Consent to Assignment of Power Purchase Agreement;

Third Amendment to the June 30, 2011 Power Purchase Agreement by and between Mesquite Power, LLC and Certain Members of the Southwest Public Power Resources Group; and

Consent Agreement (among Mesquite Power, LLC, its lender, and certain members of the Southwest Public Power Resources Group).

### **Background:**

Safford is one of 20+ "Buyers" under the Power Purchase Agreement" (PPA) entered into June 30, 2011, by the SPPR public power entities with Sempra as the "Seller". Sempra also owns one block of the Mesquite Generating Facility. SRP owns the other block and operates the entire plant. The PPA was brought before the Council for approval of a second amendment to the PPA on September 8, 2014. The Council action now requested does not alter the binding validity of Safford's execution of the PPA or prior amendments.

Since the Buyers' execution of the Second Amendment, Sempra has contracted to sell the Block and assign the PPA to ArLight, a private equity fund. Under the terms of the PPA, Sempra requires at least 66% of the Buyers to consent to the PPA assignment, agree to a conforming third amendment of the PPA, and to consent to certain requirements of ArLight's lender(s) relevant to security for current and future financing. Under the existing PPA, the Buyers may not "unreasonably withhold, condition or delay" their consent. Sempra and ArLight have requested the Buyers' agreement with certain new conditions (mostly pertaining to rights to make future additional assignments and modify some terms relevant to credit assurances); and conversely, the Buyers have insisted upon certain new conditions to protect Buyers' rights and expectations of the physical performance capabilities and credit assurances of the new assignee "Seller" after the ArLight purchase and in the event of future such assignments of the PPA and/or sales of the Block.

Prolonged and intense negotiations have ensued over which of the parties' respective requests and proposed conditions are legally "reasonable" and which are "unreasonable." Threatened litigation of the question by Sempra and ArcLight might entail Buyers' risk exposure in the 9-figure range. The Buyers' representatives have finally settled with Sempra and ArcLight the disputed consents and amendments on terms embodied in the three documents for which Council approval is being requested.

**Analysis:**

The basic substantive, day to day operational and economic provisions of the PPA are not affected; however, the Buyers did secure a new requirement of ownership linkage between the PPA and the Block on the part of the assignee Seller under the PPA.

The Buyers' representatives are not thrilled that Sempra has embarked on this unanticipated course, but have no choice but to respond in a manner meeting the Buyers' legal obligations under the existing PPA while attempting to minimize negative impacts and optimize protections for the Buyers. These agreements embody the best compromise deal that was ultimately achievable by the Buyers' representatives short of litigation; and therefore, approval and execution of the above named three agreements is strongly recommended.

**RESOLUTION NUMBER 15-011**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAFFORD, GRAHAM COUNTY, ARIZONA, APPROVING AN ASSIGNMENT CONSENT, A PPA AMENDMENT AND A LENDER CONSENT IN CONNECTION WITH THE SPPR/SEMPRA POWER PURCHASE AGREEMENT.**

**WHEREAS**, there has been prepared and presented to the City Council of the City of Safford ("Council") on this date a form of each of the following agreements:

1. Request for Consent to Assignment of Power Purchase Agreement (the "Assignment Consent");
2. Third Amendment to the June 30, 2011 Power Purchase Agreement by and between Mesquite Power, LLC and Certain Members of the Southwest Public Power Resources Group (the "PPA Amendment"); and,
3. Consent Agreement (among Mesquite Power, LLC, its lender, and certain members of the Southwest Public Power Resources Group) (the "Lender Consent"); and

**WHEREAS**, the Council has been duly advised as to the relevant circumstances giving rise to the need for and the respective terms and provisions of the Assignment Consent, the PPA Amendment, and the Lender Consent, and finds that approval and execution of said agreements will, under the relevant circumstances, be in the best interest of the City;

**NOW, THEREFORE, BE IT RESOLVED** by the Council as follows:

1. The Assignment Consent, the PPA Amendment, and the Lender Consent are each hereby approved and adopted in substantially the forms presented to the Council on this date, with only such changes as are approved by the persons authorized below to execute the Assignment Consent, the PPA Amendment, and the Lender Consent, such approval to be evidenced by such execution.
2. The Mayor is hereby authorized to execute the Assignment Consent, the PPA Amendment, and the Lender Consent and to thereafter execute and deliver all such other documents and instruments as may be necessary or required in order to implement the Assignment Consent, the PPA Amendment, and the Lender Consent.

**PASSED, ADOPTED, AND APPROVED** by the Mayor and City Council of the City of Safford, Graham County, Arizona, on the 23<sup>RD</sup> day of March, 2015.

---

Wyn "Chris" Gibbs, Mayor

ATTEST:

APPROVED AS TO FORM:

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Georgia Luster, MMC  
City Clerk

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William J. Sims, III  
Interim City Attorney

STATE OF ARIZONA     )  
                                  ) ss  
County of Graham     )

CERTIFICATION

I HEREBY CERTIFY, that the foregoing Resolution Number 15-011 was duly passed and adopted by the Mayor and City Council of the City of Safford, Graham County, Arizona, at a Council Meeting held March 23, 2015. A quorum of the Council was present at the meeting.

\_\_\_\_\_  
Georgia Luster, MMC, City Clerk

\_\_\_\_\_  
Date:



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**CITY COUNCIL COMMUNICATION**

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**TO:** Mayor and Council  
**FROM:** Dustin Welker, Planning and Community Development Director  
**SUBJECT:** Case Z-01-15  
**DATE:** Monday, March 23, 2015 at 6:00 p.m.

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**Purpose and Recommended Action:** Second reading of Ordinance # 15-001, an application to rezone from R1-6 (Single Family Residential) to C-MH(Conventional and Manufactured Home) on Graham County Parcel # 101-19-043, 1213 9th Ave., Safford AZ 85546. Concerning the C-MH zone, section 17.44.010 of the Safford Municipal Code states:

The purpose of this zoning district is to provide a district where single-family conventional and manufactured homes may be interspersed.

The case was presented to the Planning and Zoning Commission on February 19, 2015 and the following recommendation was passed:

*It was motioned by Vice-Chair Junion, seconded by Commissioner O'Donnal and carried unanimously to make a recommendation to the City Council to approve the rezone of property located at 1213 9th Avenue to C-MH as submitted for this property.*

**Background:** The property currently has an aged house and the project would include removing the house and placing a manufactured home on a permanent block foundation on the property.

**Analysis:** The City of Safford General Plan supports the rezone and no opposition has been expressed by the neighbors through the Neighborhood Meeting and Planning and Zoning meeting progression and public hearing process.

**ORDINANCE NUMBER 15-001**  
**(Case Z-01-15, Zoning Request from R1-6 to C-MH)**

**AN ORDINANCE OF THE CITY OF SAFFORD, GRAHAM COUNTY, ARIZONA EFFECTUATING A MAP AMENDMENT TO THE ZONING MAP OF THE CITY OF SAFFORD, GRAHAM COUNTY ASSESSOR'S PARCEL NUMBER #101-19-043, A REZONE FROM R1-6 (SINGLE FAMILY RESIDENTIAL) TO C-MH (CONVENTIONAL AND MANUFACTURED HOME).**

**WHEREAS**, the City of Safford desires to facilitate land uses consistent with the general plan authorized by the voters; and,

**WHEREAS**, the Planning & Zoning Commission has recommended the attached zoning map amendment (Exhibit A), Graham County Assessor's Parcel #101-19-043, a rezone from R1-6 (Single Family Residential) to C-MH (Conventional and Manufactured Home ; and,

**WHEREAS**, the City Council finds that the proposed change is desirable and in accordance with applicable laws, ordinances and regulations; and

**WHEREAS**, the City Council also finds Section 17.44.010, of the *City of Safford Municipal Code*, concerning the C-MH zone, have been satisfied as they relate to amendment of the *City of Safford Municipal Code*; and,

**NOW THEREFORE BE IT ORDAINED** by the Mayor and City Council of the City of Safford, that the official zoning map of the City of Safford as described in Section 17.24.020 of the *City of Safford Municipal Code* is hereby amended as set out in the attached Exhibit A, all as attached and incorporated herein.

**PASSED, APPROVED AND ADOPTED** by the Mayor and City Council of the City of Safford, Graham County, Arizona this 23<sup>rd</sup> day of March, 2015 with an effective date of the 23<sup>rd</sup> day of April, 2015.

\_\_\_\_\_  
Wyn "Chris" Gibbs, Mayor  
City of Safford

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Georgia Luster, MMC  
City Clerk

\_\_\_\_\_  
William J. Sims  
Interim City Attorney

Ordinance Number 15-001  
Adopted: March 23, 2015  
Effective: April 23, 2015  
Page 2

State of Arizona     )  
                                  ) ss  
County of Graham    )

CERTIFICATION

I HEREBY CERTIFY, that the foregoing Ordinance Number 15-001 was duly passed and adopted by the Mayor and City Council of the City of Safford, Graham County, Arizona, at a special council meeting held March 23, 2015 with an effective date of April 23, 2015. A quorum of the Council was present at the meeting.

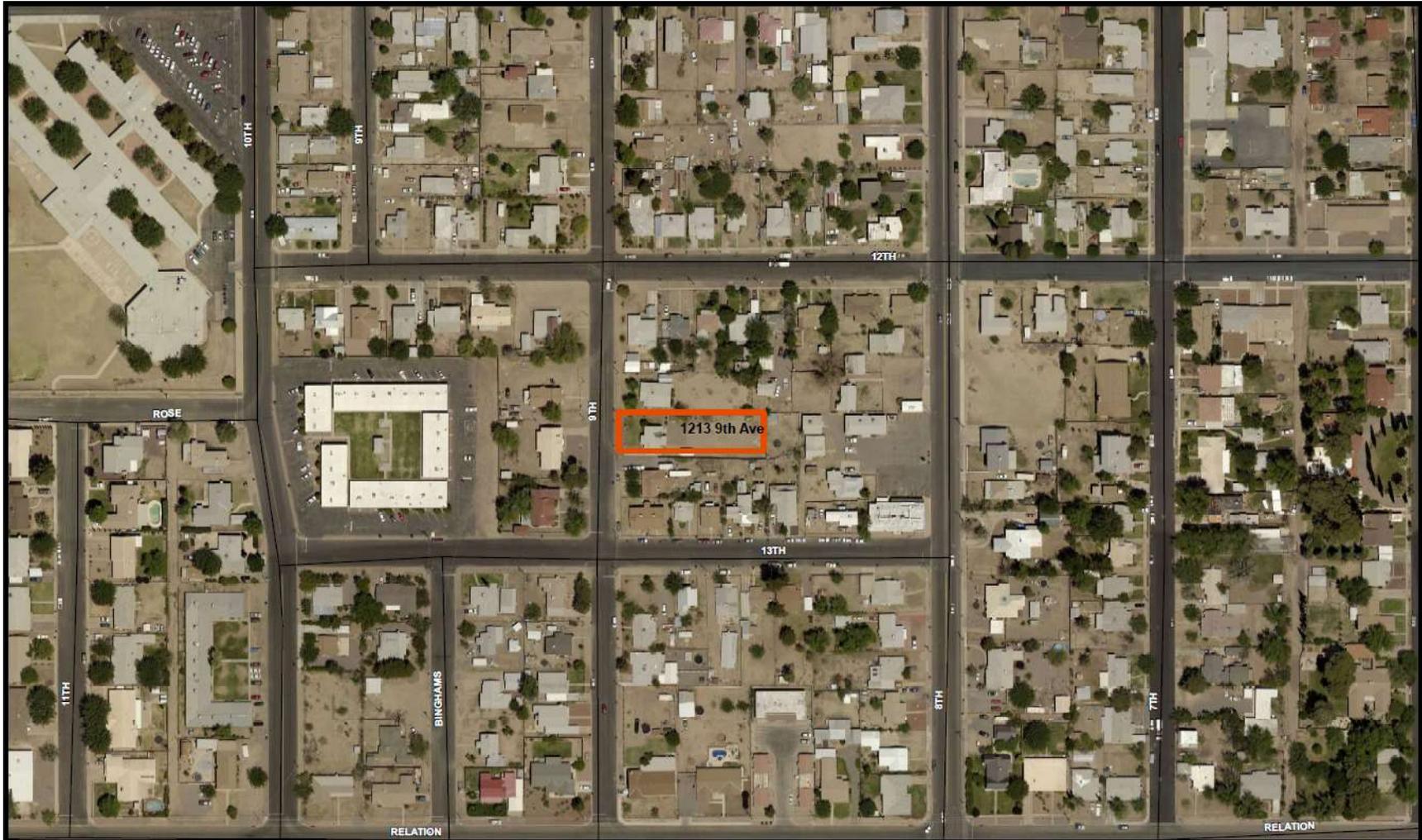
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Georgia Luster, MMC  
City Clerk

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Date:

**Exhibit A**



**1213 9<sup>th</sup> Avenue, Safford, Arizona 85546**

**Graham County Parcel # 101-19-043**

BEGINNING at a point 126.45 feet North of the Southwest corner of Block 2, BEEBE'S ADDITION, according to File No. 2, B-2, records of Graham County, Arizona; Running Thence North 60 feet; Thence East 222 feet; Thence south 60 feet; Thence West 222 feet to the POINT OF BEGINNING.



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**CITY COUNCIL COMMUNICATION**

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**TO:** Mayor and Council  
**FROM:** Dustin Welker, Planning and Community Development Director  
**SUBJECT:** Nonconforming Structures  
**DATE:** Monday, March 23, 2015 at 6:00 p.m.

---

**Purpose and Recommended Action:** Second reading of Ordinance # 15-002, an amendment to Title 17.16.020, Nonconforming Buildings and Uses eliminating restrictions to the use of properties in the event of a fire, flood, or other calamity or act of nature.

The case was presented to the Planning and Zoning Commission on February 19, 2015 and the following recommendation was passed:

*It was motioned by Commissioner McBride, seconded by Vice-Chair Junion and carried unanimously to make a recommendation to the City Council to approve the wording change as presented.*

**Background:** Two years ago the City of Safford went through a comprehensive rewrite of the Zoning Ordinance. One item that was added to the Ordinance was section 17.06.020B stating:

*B. A nonconforming building or structure and a building or structure occupied by a nonconforming use which is damaged or destroyed by fire, flood, other calamity or act of nature, to an extent greater than fifty (50) percent of its reconstruction or replacement value, as determined by three (3) competent appraisers, shall not be restored or reconstructed and said building or structure and the use of the land shall conform to all regulations for the zoning district in which said building or structure is located. The services of the three (3) appraisers shall be retained by the owner of the building or structure after the three (3) appraisers are mutually agreed upon by the city and the owner of the building or structure.*

The intention of the addition of this language was primarily to encourage nonconforming buildings to conform to the zoning code they lie within if a structure was destroyed beyond repair. The issue that has arisen over the past couple of months is that property owners

are not able to sell their properties because lenders will not assume a loan on properties that are applicable to the new section. The intention of the new language was not to prevent the sale of the properties and has taken an undesirable effect on the property owners.

**Analysis:** The negative effect the new language is having on property owners' ability to sell their properties outweighs the original intention of the code and recommend eliminating section B and a portion of C of 17.060.020.

**ORDINANCE NUMBER 15-002**

**AN ORDINANCE OF THE CITY OF SAFFORD, GRAHAM COUNTY, ARIZONA, AMENDING TITLE 17 OF THE MUNICIPAL CODE OF THE CITY OF SAFFORD BY MODIFYING SECTION 17.16.020, NONCONFORMING BUILDINGS AND USES.**

**WHEREAS**, two years ago the City of Safford went through a comprehensive rewrite of the Zoning Ordinance, Title 17. One item that was added to the Municipal Code of the City of Safford was Section 17.16.020, Nonconforming Buildings and Uses; and,

**WHEREAS**, Section 17.16.020(B), requires revising eliminating restrictions to the use of properties in the event of a fire, flood, or other calamity or act of nature.

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and City Council of the City of Safford, Graham County, Arizona, that **Section 17.16.020** of the Municipal Code of the City of Safford as contained in Title 17, Zoning, is amended as stated below:

~~B. A nonconforming building or structure and a building or structure occupied by a nonconforming use which is damaged or destroyed by fire, flood, other calamity or act of nature, to an extent greater than fifty (50) percent of its reconstruction or replacement value, as determined by three (3) competent appraisers, shall not be restored or reconstructed and said building or structure and the use of the land shall conform to all regulations for the zoning district in which said building or structure is located. The services of the three (3) appraisers shall be retained by the owner of the building or structure after the three (3) appraisers are mutually agreed upon by the city and the owner of the building or structure.~~

~~BC. In the event that r~~Restoration of a building or structure occupied by a nonconforming use which is damaged or destroyed by fire, flood, other calamity or act of nature ~~is allowed, such restoration~~ shall be started within a period of six (6) months from the date of destruction and shall be diligently prosecuted to completion. Such restoration shall not increase the floor space devoted to the nonconforming use over that which existed at the time the building became nonconforming.

~~DC.~~ A nonconforming building or structure or portion thereof or a lot occupied by a nonconforming use which is, or hereafter becomes, abandoned or is discontinued for a continuous period of six months or more shall not thereafter be occupied, except by a use which conforms to the regulations of the zone in which it is located.

~~DE.~~ Any nonconforming use or nonconforming building which has been changed to a conforming use or building shall not thereafter be changed back to a nonconforming use or building.

~~EF.~~ A nonconforming use of a building or lot shall not be changed to another nonconforming use whatsoever. Changes in use shall be made only to a conforming use.

~~FG.~~ The provisions pertaining to nonconforming uses of land and buildings shall also apply to land and buildings which hereafter become nonconforming due to an amendment in this title.

~~GH.~~ Notwithstanding the issuance of a permit therefor, no building which becomes nonconforming upon the passage of the ordinance codified in this title or which becomes nonconforming due to amendment to this title shall be built unless construction has taken place thereon to the extent of at least five hundred dollars (\$500.00) in replaceable value by the date on which the ordinance codified in this title or said amendment becomes effective. "Replaceable value" means the expenditure necessary to duplicate the materials and labor at market prices. (*Ord. 96-347 § 1(11-4-2); Ord. No. 13-004, 4-8-2013*)

Ordinance Number 15-002  
Municipal Code Amendment 17.16.020  
Adopted: March 23, 2015  
Effective: April 23, 2015

**PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL** of the City of Safford  
this 23<sup>rd</sup> day of March, 2015 with an effective date of April 23, 2015.

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Wyn "Chris" Gibbs, Mayor  
City of Safford

ATTEST:

APPROVED AS TO FORM:

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Georgia Luster, MMC  
City Clerk

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William J. Sims, III  
Interim City Attorney

CERTIFICATION

STATE OF ARIZONA            )  
  )    ss  
County of Graham            )

I HEREBY CERTIFY, that the foregoing Ordinance Number 15-002 was duly passed and adopted by the Mayor and City Council of the City of Safford, Graham County, Arizona, at a special council meeting held March 23, 2015 with an effective date of April 23, 2015. A quorum of the Council was present at the meeting.

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Georgia Luster, MMC  
City Clerk

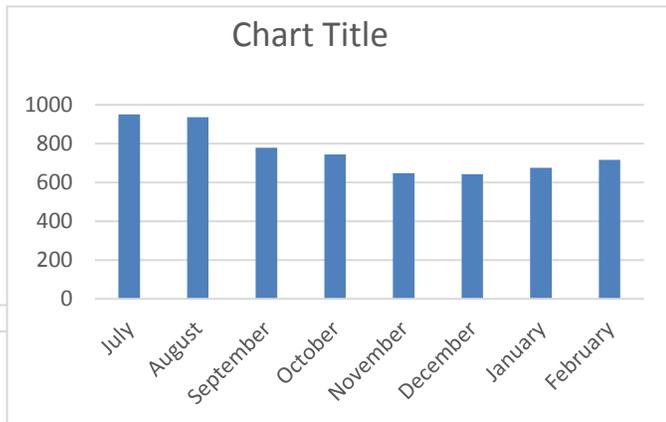
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Date:

# SAFFORD POLICE DEPARTMENT

## CALLS FOR SERVICE:

<b>July</b>	<b>951</b>
<b>August</b>	<b>936</b>
<b>September</b>	<b>779</b>
<b>October</b>	<b>744</b>
<b>November</b>	<b>648</b>
<b>December</b>	<b>643</b>
<b>January</b>	<b>675</b>
<b>February</b>	<b>716</b>



### 1-1-14 to 02-28-14

### 01-01-15 to 2-28-15

<b>SAFFORD PD</b>	<b>1442</b>	<b>SAFFORD PD</b>	<b>1405</b>
<b>GRAHAM COUNTY</b>	<b>812</b>	<b>GRAHAM COUNTY</b>	<b>843</b>
<b>THATCHER PD</b>	<b>403</b>	<b>THATCHER PD</b>	<b>505</b>

### 1-1-14 to 2-28-14

### 1-01-15 to 2-28-15

## Top Call Types:

Suspicious/Cirumstance	<b>117</b>	Suspicious/Cirumstance	<b>147</b>
Welfare Check	<b>96</b>	Welfare Check	<b>88</b>
Follow up	<b>86</b>	Follow up	<b>72</b>
Theft	<b>93</b>	Theft	<b>89</b>
Domestic Violence	<b>62</b>	Domestic Violence	<b>46</b>
Alarm	<b>58</b>	Alarm	<b>39</b>
Citizen Assist	<b>71</b>	Citizen Assist	<b>43</b>
Animal Problem	<b>46</b>	Animal Problem	<b>79</b>
Civil/Civil Standby	<b>89</b>	Civil/Civil Standby	<b>73</b>
Unwanted Subject	<b>44</b>	Unwanted Person	<b>47</b>



<b>BUILDING PERMIT REPORT</b>	January	January Valuation	February	February Valuation	YTD Permits	YTD Valuation
<b>Residential</b>						
New Single Family	1	\$150,000.00	2	\$157,000.00	3	\$307,000.00
Multi-Units					0	\$0.00
<b>Total New Residential</b>	1	\$150,000.00	2	\$157,000.00	3	\$307,000.00
<b>Other Residential</b>						
Manufactured Home					0	\$0.00
Additions and Alterations	2	\$8,000.00	5	\$79,942.00	7	\$87,942.00
Carport or Garage	1	\$1,500.00			1	\$1,500.00
Swimming Pools					0	\$0.00
Storage and Shops	1	\$2,500.00			1	\$2,500.00
Patios					0	\$0.00
Demolition			1	\$0.00	1	\$0.00
<b>Total Other Residential</b>	4	\$12,000.00	6	\$79,942.00	10	\$91,942.00
<b>Commercial</b>						
Assembly					0	\$0.00
Business					0	\$0.00
Educational					0	\$0.00
High Hazard					0	\$0.00
Additions or Alterations					0	\$0.00
Commercial Remodel	2	\$55,000.00	1	\$20,300.00	3	\$75,300.00
Industrial					0	\$0.00
Commercial Storage					0	\$0.00
Signs	2	\$1,415.22			2	\$1,415.22
Antennas					0	\$0.00
Hospitals/Institutional/Modular Remodel	1	\$10,000.00			1	\$10,000.00
Demolition					0	\$0.00
<b>Total Other Than Residential</b>	5	\$66,415.22	1	\$20,300.00	6	\$86,715.22
<b>Total All Building Permits</b>	10	\$228,415.22	9	\$257,242.00	19	\$485,657.22
<b>Utility Permits</b>						
Electrical	4		8		12	
Mechanical	3		5		8	
Plumbing	3		3		6	
Sewer	0		0		0	
<b>Total Utility Permits</b>	10		16		26	
<b>Total # Building Inspections</b>	205		193		398	
<b>Total # Fire Inspections</b>	4		6		10	
<b>Total # Zoning Inspections</b>	58		48		106	

February 2015

Respectfully submitted



# **Public Works Department Monthly Report February 2015**

**Jenny Howard, Public Works Director**

## **Public Works Administration**

Employees: 2

### **MONTHLY OPERATIONS:**

- Maintain Blue Stakes
- Administration of Reports And Sharepoint Databases
- Adopt-A-Road / Trail Program
- Cemetery Business and administration of cemetery property, new deeds, burials, etc.
- Monitoring FY15 Capital Project schedules:
  - Paving Parking Lots (Police, Legion, City Hall): Bidding in March, Construction in April
  - New City Court Building: Slated for April 15 completion
  - Dry Lake Park Archery Range Improvements: 80% Complete
  - Geotech/Engineering: Reconstruction of Central Ave between 7<sup>th</sup> and Main: Underway
  - Handicap Ramps: Bidding in March with Construction in April-May
  - Replace undersized box and culvert-4<sup>th</sup> Street-to be completed in-house in May
  - Preparation and submission of estimate for Thatcher to chip seal Bauer Avenue as part of the Annual Fogging contract.
- Weekly Main Street Project meetings
- Recycling-Contract out to bid, bid opening March 19<sup>th</sup>.
- FY15-16 Budget Preparation

### **WORK ORDERS COMPLETED BY PUBLIC WORKS DEPARTMENT**

- Received: 141
- Active: 23
- Completed: 118

## **Building Maintenance Division**

Employees: 5 Inmate(s): 1

### **WORK COMPLETED IN FEBRUARY:**

Monthly air filter replacements, fire extinguisher and light inspections completed

Shade structure at Archery Range completed

City Magistrate Court remodel: electrical and IT lines, insulation and sheetrock, roof installed, bldg. repainted

### **WORK PLANNED FOR MARCH:**

Continue with City Magistrate Court remodel

Monthly air filter replacements, fire extinguisher and light inspections completed

Work Orders as required

**Fleet Division**

Employees: 4 Inmates: 2

**PREVENTIVE MAINTENANCE & REPAIRS**

PM'S completed in February: 50

Repairs Completed in February: 101

<b>Repair Type</b>	<b>Number</b>
▪ ACCESSORIES	27
▪ SERVICE CALL	11
▪ AIR COND-HEATING	4
▪ BELTS	1
▪ BODY & GLASS	1
▪ BRAKES	9
▪ CHARGING	1
▪ COOLING	2
▪ CRANKING	4
▪ FUEL SYSTEM	4
▪ HYDRAULIC SYSTEMS	1
▪ TUNE UP	2
▪ LIGHTS	7
▪ REFUSE BODY	5
▪ STEERING & SUSPENSION	2
▪ TIRE REPAIR	10
▪ NEW TIRES	8
▪ TRANSMISSION	2

**Parks and Cemetery Division**

Employees: 5 Inmate(s): 6

**PARKS, GROUNDS MAINTENANCE AND CEMETERY****WORK COMPLETED IN FEBRUARY:**

- Painted and installed roofing on at Archery Range Ramada
- Finished fence around soccer field on 14<sup>th</sup> Ave
- Trimming trees at Annex
- Testing soils at parks for quality and nutrients

**CEMETERY MAINTENANCE:**

- Repaired damaged curbing
- Removed dead vegetation
- Continued spring clean up
- Preparation to turn on water for cemetery use Thursdays-Mondays

**WEED CONTROL:**

*Areas of Maintenance and the Maintenance Level Determined by Facilities and Vegetation. Maintenance levels are subject to change at any time. Maintenance Levels: H (High)-3 times/week. M (Med) 2 times/week, L (Low) 1 time/week.*

<b>PARKS – MAINTENANCE AREAS</b>	<b>LEVEL</b>
FIRTH PARK	H
GLENN MEADOWS PARK	H
CITY HALL	H
MONTANA VISTA PARK	M
LIBRARY	M
CITY HALL ANNEX	H
LA TIERRA SUBDIVISION	M
PALMS SUBDIVISION	M
CENTRAL AVE BASKETBALL COURT	L
MOTOR VEHICLE DIVISION	M
POLICE STATION	M
14TH AVE SOCCER FIELD	H
RAMADA WATER CATCHMENT	M
CRIMSON CANYON SUBDIVISION	M
MULTI-USE-TRAIL	M
CRIMSON CANYON SUBDIVISION	M
MULTI-USE-TRAIL	M

**WORK PLANNED FOR MARCH:**

- Continue work on Archery Range: adding targets, complete Ramada
- Work at Firth Park on Irrigation on east side of Park; relocation of sprinkler heads, bringing in soil and leveling east side in preparation to re-seed and irrigate, abandoning irrigation on western 1/3 of park in an effort to make eastern 2/3 greener and healthier.
- Aerate Lawns and Fertilize (Annex/Firth/City Hall)

**Sanitation Division**

Employees: 6 Inmate(s): 2

**SERVICES PROVIDED IN FEBRUARY:**

- Residential Solid Waste Customers: 3329
- Commercial Solid Waste Customers: 371
- Sanitation Containers Repaired or Replaced: 32
- Landfill Loads Delivered: 151

**PLANNED IN MARCH**

- Preparation for Spring Cleaning and an influx of bulk pickup requests
- Expecting delivery of plastic rear load containers for test use at restaurants

**Street Division**

Employees: 10 Inmate(s): 2

**WORK COMPLETED IN FEBRUARY:**

Worked On 1<sup>st</sup> Ave Ditch installation of culvert; one section left just south of 2<sup>nd</sup> Street, awaiting easements, hauled stored dirt away from Catholic Church

- Assisted Show Low Construction with various jobs;
  - repairs and replacement of sidewalk sections
  - Construction of stem wall on Potters House, sidewalk replacement
  - Provision of “all-way” stop signage
  - Demo Box Culvert and Sidewalk On 7<sup>th</sup> Ave & Main St
- Finished crack sealing at various locations in preparation for Fogging
- Saw cuts and Hot-Mix completed on Discovery Park Blvd where street was breaking up
- Gearing up for Pavement Preservation program
- Spraying Weeds

**ALLEY MAINTENANCE**

DATE	LOCATION
02/16/2015	North part of town, alleys between Rose Ln to Relation St & 10th to 11th Ave.
02/17/2015	Between Kings Ct. and Fargo Dr.
02/18/2015	Between 8th Ave to 20th Ave. and 16th St to 20th St.
02/19/2015	Alleys around Fargo Dr., S. of El Paso Blvd., surrounding Santa Fe Cir.
02/19/2015	Alleys in Glenn Meadows area
02/23/2015	Alleys between 8th Ave to 14th Ave & 20th St. to El Paso Blvd.

**RETENTION POND MAINTENANCE**

DATE	LOCATION
02/04/2015	2nd Ave, N. of Cochise, Cota Ranch
02/05/2015	14th Ave, E. side, S. of Relation St., Cota Ranch, La Tierra, 8th Ave. & 23rd St.
02/05/2015	12th Ave. & 7th St., Walgreen's (2), Wal-Mart (2)
02/09/2015	14th Ave, E. side, S. of Relation St., 20th Ave, N. of Relation west side
02/09/2015	Los Diez & Heritage, Golf Course RV Park

**WORK PLANNED FOR MARCH:**

- Patch with Chip Seal Discovery Park Blvd
- Fog Seal (Pavement Preservation) Streets and Trails at various locations
- Finish covering 1<sup>st</sup> Ave Ditch (if easements have been recorded)
  - Reinforce culvert joints with concrete



# EDUCATION ASSISTANCE PROGRAM

**Current Participants:**

- Tami Webster – AA in Business through Eastern Arizona College
- Potential Future Candidate (under review) - Lineman Certification through MJTS (Merchant Job Training & Safety)

**Plan:**

- Re-launch Education Assistance Program throughout organization
- Succession Planning and incorporate Education Assistance Program into the planning



**Other Training (On-Site Trainings, Webinars, etc.) & Available Resources:**

- Utility Department – On the job training Water Operation Procedures 26 & 52 week programs
- Various Webinars taken by various departments (not formally tracked)
- Safe Personnel Training (online) sponsored by Arizona Municipal Risk Retention Pool (AMRRP)...topics include: Emergency Management, Employment Practices/Supervisory, Environmental, Health, Human Resources, Nutrition Services, Policy, Social & Behavioral, Transportation



# Safford City-Graham County Library

## Statistical Report

### February-15

SUMMARY	Patron Visits	Circulation	Computer Usage			Open Hours	Reference Questions	Homework Help Students Served	Jobs Help Sessions	Website visits	Items in Collection	Facebook- New Likes	Total Reach
			Uses	Minutes	Wi-Fi Uses								
			# of sessions										
July	10008	10665	1298	68023	362	162	1467	9	35	6801	38593	30	4405
August	8001	8691	1148	66052	330	144	1582	32	31	6259	38804	27	4693
September	9000	9912	1068	66118	336	153	1186	54	46	6483	38709	10	1699
October	8500	9151	1107	62497	359	151	715	50	55	6311	38580	21	4733
November	6900	7169	918	52840	279	126	890	35	46	5522	38446	7	1795
December	7900	7486	1086	66216	443	157	1057	44	22	5457	38527	7	5146
January	8100	8631	1084	62269	357	135	1202	31	34	6224	38645	7	1374
February	8300	8512	1143	67003	357	144	1026	34	42	5704	38830	11	3617
March													
April													
May													
June													
<b>Year to Date</b>	<b>66709</b>	<b>70217</b>	<b>8852</b>	<b>511018</b>	<b>2823</b>	<b>1172</b>	<b>9125</b>	<b>289</b>	<b>311</b>	<b>48761</b>	<b>38830</b>	<b>120</b>	<b>27462</b>

	Volunteers			Interlibrary Loans		Classes Taught		Outreach Events		Library Tours		Computer Lab Uses
	Total #	New Volunteers	Hours	Incoming	Outgoing	# of classes	# of students	# of Outreach	# of Attendees	# of Tours	Participants	# of sessions
July	18	18	310	19	6	5	47	0	0	0	0	0
August	23	7	352.5	20	11	3	25	3	651	1	1	2
September	24	8	343	12	12	3	93	2	45	1	5	0
October	26	5	383.5	26	10	5	46	1	346	0	0	0
November	27	5	299.5	19	5	4	39	0	0	1	4	0
December	23	1	292	18	12	2	9	0	0	1	1	0
January	20	1	391.5	18	8	5	90	0	0	2	34	1
February	28	3	284	37	12	12	179	2	24	1	3	0
March												
April												
May												
June												
<b>Year To Date</b>	<b>189</b>	<b>48</b>	<b>2656</b>	<b>169</b>	<b>76</b>	<b>39</b>	<b>528</b>	<b>8</b>	<b>1066</b>	<b>7</b>	<b>48</b>	<b>3</b>

	New Registrations			Total Number of Patrons		
	Non-			Non-		
	Safford	Safford	Total	Safford	Safford	Total
July	45	62	107	5263	6157	11420
August	41	60	101	5255	6128	11383
September	34	37	71	5213	6083	11296
October	37	54	91	5181	6056	11237
November	32	50	82	5102	6054	11156
December	30	41	71	5085	6038	11123
January	45	43	88	5057	6027	11084
February	27	54	81	5067	6057	11124
March						
April						
May						
June						
<b>Total</b>	291	401	692	5067	6057	11124

PROGRAMS	Adults		Children 0-5		Children 6-11		Teens	
	# of Programs	Attendance	# of Programs	Attendance	# of Programs	Attendance	# of Programs	Attendance
	July	5	211	24	448	9	443	5
August	0	0	18	393	0	0	1	8
September	2	27	18	425	7	216	1	12
October	3	107	28	955	1	295	1	11
November	1	3	20	370	6	154	1	7
December	1	250	29	357	1	7	1	6
January	2	12	24	478	7	253	1	12
February	4	37	25	481	4	530	2	11
March								
April								
May								
June								
<b>Year to Date</b>	<b>18</b>	<b>647</b>	<b>186</b>	<b>3907</b>	<b>35</b>	<b>1898</b>	<b>13</b>	<b>89</b>

<b>Funds Collected</b>					
	Fines	Photo Copies	Computer Copies	Supplies	Total
July	\$ 53.00	\$ 36.10	\$ 130.60	\$ 15.00	\$ 234.70
August	\$ 126.98	\$ 10.20	\$ 135.95	\$ 15.00	\$ 288.13
September	\$ 164.00	\$ 25.20	\$ 158.25	\$ 3.00	\$ 350.45
October	\$ 148.00	\$ 38.15	\$ 106.10	\$ 6.00	\$ 298.25
November	\$ 87.00	\$ 10.60	\$ 123.15	\$ 3.00	\$ 223.75
December	\$ 166.00	\$ 24.10	\$ 102.05	\$ 6.00	\$ 298.15
January	\$ 75.00	\$ 27.20	\$ 131.55	\$ 12.00	\$ 245.75
February	\$ 169.00	\$ 36.80	\$ 141.50	\$ -	\$ 347.30
March					
April					
May					
June					
<b>Year to Date</b>	<b>\$ 988.98</b>	<b>\$ 208.35</b>	<b>\$ 1,029.15</b>	<b>\$ 60.00</b>	<b>\$ 2,286.48</b>

## Circulation Elements

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Follett	9790	7680	9055	7889	6298	6705	7671	7274			
Browse	250	230	146	150	218	210	157	168			
OneClick	108	143	95	72	83	94	177	106			
E-Books	192	145	131	157	140	148	134	139			
Tumblebooks	230	437	456	812	398	270	334	729			
Zinio	95	56	29	71	32	59	158	96			
<b>Total</b>	10665	8691	9912	9151	7169	7486	8631	8512			
<b>FOLLETT</b>	Destiny Follett Software - The checkout system the library uses to check out materials available in the library.										
<b>BROWSE</b>	Donated paperback books which are in good condition and are not cataloged in our checkout system.										
	These are checked out by patrons giving us the number of paperback books they are borrowing.										
<b>ONE CLICK</b>	Digital Recorded Books - A collection of downloadable audiobooks available for checkout through our website.										
<b>E-BOOKS</b>	OverDrive - eBooks and audiobooks available for checkout through our library website.										
<b>TUMBLEBOOKS</b>	An online collection of animated, talking picture books for young children available through our website.										
<b>ZINIO</b>	An online collection of downloadable popular magazines available through our website.										





# Safford Library Quarterly Report *March 2015*

## Upcoming Special Events

<b>March 25<sup>th</sup></b>	<b>5pm</b>	<b>Ancestry.com Workshop</b>
<b>March 27<sup>th</sup></b>	<b>9am-1pm</b>	<b>Community Baby Shower</b>
<b>March 31<sup>st</sup></b>	<b>5pm</b>	<b>Cesar Chavez biopic screening</b>
<b>April 1<sup>st</sup></b>	<b>11am-2pm</b>	<b>Fair Housing Council Information Booth</b>
<b>April 8<sup>th</sup></b>	<b>5:30pm</b>	<b>Meet and Greet – Wham Robbery</b>
<b>April 15<sup>th</sup></b>	<b>5pm</b>	<b>Mango Language Workshop</b>
<b>April 16<sup>th</sup></b>	<b>3:30pm</b>	<b>Teen Program</b>
<b>April 23<sup>rd</sup></b>	<b>1pm</b>	<b>Storytime at the Memory Café</b>
<b>April 30<sup>th</sup></b>	<b>all day</b>	<b>Day of the Child/Dia De Los Niños activities</b>

*This list does not include ScienceCity and all regular programming for children age 0-5.*

## Library Improvement Update

**“Operation Spruce Up” is going strong!**

- The new custom built circulation desk is complete. We are getting rave reviews from our patrons and it is much more efficient for staff. New display shelving will be completed by the end of April.
- New furniture for the children’s area, funded by a grant from Cenpatico, should arrive in time for the summer reading program.
- Security mirrors and a TV monitor have been installed. Eight outside security cameras are scheduled to be installed by summer.
- A new connex storage container has been purchased for the library through State Grants in Aid funding. This will allow us better control over items in storage and free up valuable storage space in the library.



- We are looking comprehensively at improvements that can be made to the current building to prepare it for the next 20 years. Consequently, rather than requesting individual improvements we are asking for an architect to draft a plan for overall repurposing and improvements. Anticipated future improvements include public bathroom renovations, new carpeting and paint for meeting rooms, and the creation of smaller meeting and study space for the public. In the upcoming 2015-16 fiscal year, we are requesting the architectural design plans and repairing, resealing and repainting the exterior of the library. The Friends of the Safford Library is interested in helping to fund outdoor signage once the exterior is complete.

### Where can I find that? We are working hard to make that question easier to answer.

- In response to patron requests, all DVD are now reorganized by genre.
- Installation has begun on new custom hanging interior signage for the library.
- Adult fiction and non-fiction now have new more professional looking shelf signage. We have already received positive responses from patrons and increased circulation in non-fiction.
- We are working to make junior non-fiction more kid-friendly. We recently added shelf signage with pictures. We are looking into adding color coding to our Dewey system format. This effort has helped to empower children in finding the books they want. As one big brother said to his little brother recently, “That book on science experiments is easy to find. Didn’t you see the picture?!”
- This year’s **biggest renovation project is the children’s picture books**. Thanks to LSTA grant funding, we are moving our entire Easy book collection to forward facing bins based on user friendly categories. Inspired by our efforts, Pima Public Library has recently decided to replicate this category format.

Our efforts so far include:

- creating an easy to use color coded system of 9 categories with subcategories under each (i.e. Animals – Dogs)
- conducting electronic and in-person surveys from parents and kids to help in creating the categories. A focus group of parents was held in early March testing book allocation in the category system

The next step to begin is the longest in the process...weeding, cleaning, identifying and labeling all of the books. We have identified a book bin shelving unit from one vendor, but are reviewing other alternatives.



## Programming Round-up

- In addition to the regular programming for children 0-5 and ScienceCity programming, the library now holds **monthly e-services workshops, Library Flicks, and teen programming (for 6<sup>th</sup> grade and up)**.

We are **working with Gila Valley organizations** to bring library services to more and different populations.

**-Senior Center:** showing special classic movies at early show times

**-Safford High Schools:** providing early literacy workshops for teen parents and during early childhood education classes

**-Boys and Girls Club:** providing tutoring space and spring break programs

**-Sapphire Movie Theater:** providing activity/book display booths for movie premieres (for example setting up a booth in the lobby of the theater highlighting graphic novels during the premiere of The Avengers.)

**-Memory Café:** providing storytime and hands-on activities to dementia patients and their caregivers.

**-Federal prison:** giving training to the education department and participating in annual storytime events for children visiting their incarcerated parents.

**-Canyonlands Healthcare:** providing space for ACA and AHCCCS consultations and an annual Think Pink! effort in women's health care.

**-Eastern Arizona College (EAC):** presenting ScienceCity programming during the SciTech Festival and holding ScienceCity programming at the EAC science labs.

- **Summer Reading Program (SRP)** preparations are underway! The following activities are planned:

May the Fourth                      Stars Wars Themed Day with SRP teasers (*new program*)

June 1<sup>st</sup>                                      Online Great Reading Adventure (GRA) begins &  
in-library program registration opens

June 8<sup>th</sup>                                      Adult Reading Challenge Cards available

June 16<sup>th</sup> – July 21<sup>st</sup>                      PreK, K-2, 3-6 and teen weekly programs; Adult Challenge Card prizes

July 28<sup>th</sup>                                      End of SRP party and final Adult Challenge Card prize given

July??                                        Safford Library Comic Con with cosplay and fandoms (*new program*)

We are currently contacting local businesses for prizes. Sapphire Movie Theater has agreed to advertise our events during the movie previews, bring movie popcorn for the Star Wars Day, and

provide the grand prize for the kids/teen Summer Reading program. EAC's Discovery Park Campus has agreed to provide activities which can help with badges for GRA including shuttle simulation rides.

## Staffing Update

For the first time in about two years, the Safford Library is fully staffed. Now the focus is on training our new staff members. Five staff members recently attended Summer Reading Program training in Sierra Vista. We also hosted a regional legal services training with the Arizona State Law Library. We will continue this training online for next 2 months culminating in a special Meet and Greet event for the public in May.

We are still looking circulation and shelving desk volunteers. We are hoping to find strong replacements for our great winter visitor volunteers in the near future. Unfortunately even with a full staff and great volunteers, we still need additional personnel and City Council approval to be able to be open 6 days a week.

## Collection Development

This year we have been doing a serious review of our junior non-fiction collection. Sadly, many of the books are out-of-date. We need to replace many of the books and add new areas of interest for Gila Valley kids. Due to budgetary constraints, we will be updating our collection a bit at a time over the next few years. We have enlisted library volunteer and former Ruth Powell school librarian Sue Rasmussen to help in this endeavor.

Other areas we will be focusing on include materials for reluctant readers, completing series, and updated adult non-fiction materials. Thanks to the Friends, our efforts in purchasing new titles for teens have really paid off with increased circulation.

## Grants Update



### ***First Things First (Early Literacy and Imagination Library)***

We are currently completing a new three-year FTF grant contract. Thankfully, we have seen no cuts in our funding. We are anticipating \$130,000 per year for all our early literacy and Imagination Library efforts including the salaries of one full-time and one part-time employee. This calendar year, in addition to our busy calendar of six weekly storytimes and monthly workshops, we will be hosting Dino Days with Eastern Arizona College's Early Education Department, special classes at the local high schools, a workshop for area preschool and kindergarten teachers,

summer reading program activities and an annual Community Baby Shower. Fifteen organizations are scheduled to have a booth in this year's Baby Shower. Last year, we had approximately 200 participants visit the event.

### ***United Way of Graham County***

In June, we were awarded \$37,562 for a variety of library programs. The bulk of the funding is being used to fund an Employment Specialist for 12 months. United Way funding is also available to support ScienceCity and other library activities. We plan to reapply for this grant and if possible increase it to include some collection development.



### ***ScienceCity (Freeport McMoRan, AZ Fish and Game, and United Way of Graham County)***



Beyond our regular monthly programming, ScienceCity hosted Spring Break events, field trips for charter schools and a special needs school, and participated in a SciTech Festival event with 300 participants.

We were thrilled to receive news from Freeport McMoRan that we will be given regular funding for ScienceCity programming without going through the traditional grant process. The Morenci Mine and the Safford Mine have both committed to contributing \$10,000 each per year towards our efforts. FMI funding is supplemented by United Way, AZ Fish and Game and private donations.

### ***Library Services and Technology Act (LSTA)***

Last year we were awarded \$20,000 for forward facing shelving for the children's area. We look forward to spending it soon!

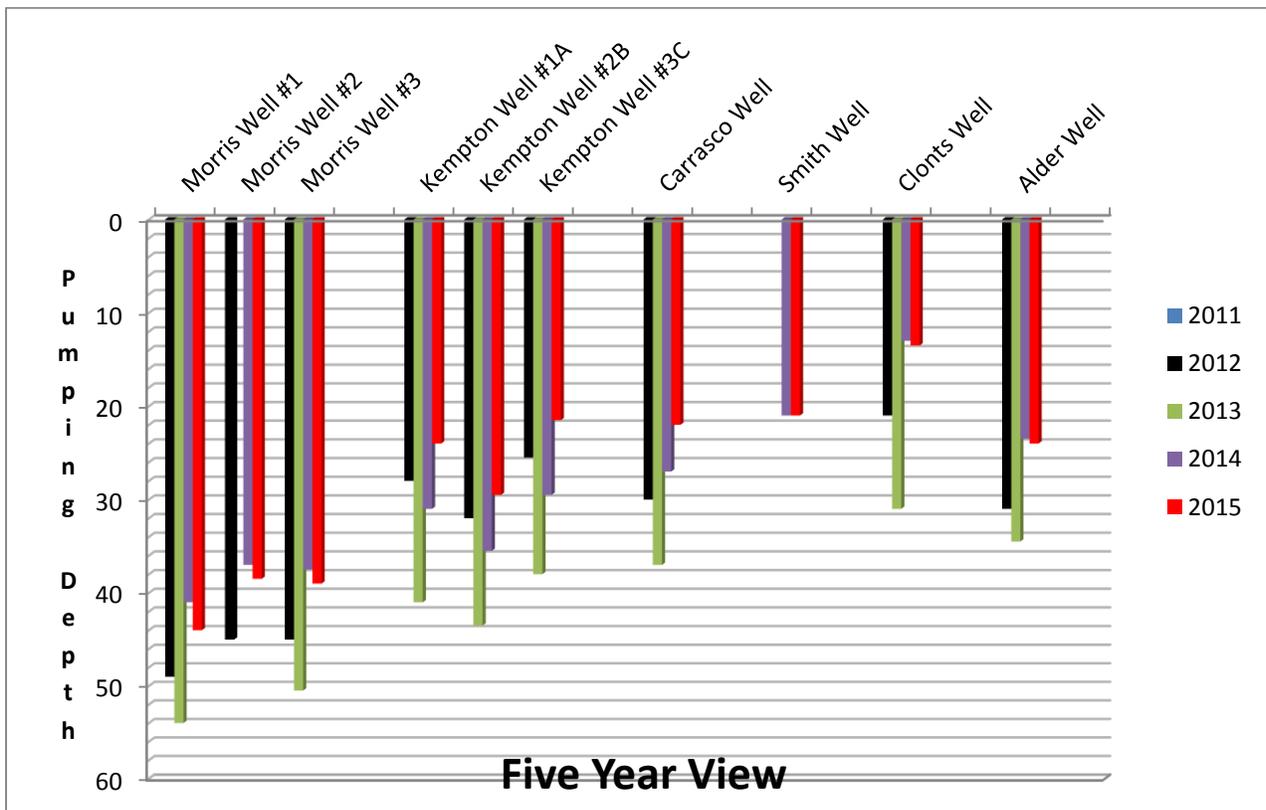
For more information on the Safford Library, please visit [www.saffordlibrary.org](http://www.saffordlibrary.org) .

## WATER UTILITY REPORT FOR MONTH OF FEBRUARY 2015

This is a graphical view of the monthly well pumping depth report. This is the same information we normally provide in a slightly different format, for those of you more comfortable with the table it is also included.

**2015 WATER WELL DEPTHS  
FEBRUARY**

	Morris Well #1	Morris Well #2	Morris Well #3	Kempton Well A	Kempton Well B	Kempton Well C	Carrasco Well	Smith Well	Clonts Well	Alder Well
PUMP DEPTH	75'	74'	80'	63.5'	80'	65'	75'	65'	72.5'	65'
WATER TABLE	44	38.5	39	24	29.5	21.5	22	21	13.5	24



I am also including some additional information for you to better understand the status of the water production and delivery system.

We have 11 wells on the system 0 is currently in production.

**WELLS OPERATING IN FEBRUARY**

- No wells were in production in February.
- Monthly well exercising was done; this uses minimal amounts of water during pumping.

**WELLS NOT OPERATING IN DECEMBER**

- Kempton Well A
- Kempton Well B
- Kempton Well C
- Morris Well #1
- Morris Well #2
- Morris Well #3
- Clonts Well
- Carrasco Well
- Alder Well, will start using when other wells in use cannot keep up.
- Well #15, emergency back up well for Bonita Creek.
- Smith Well, emergency back up well when all other wells cannot keep up.

None of our wells were in production during the month of **February 2015**. The wells that were exercised produced 126,000 gallons collectively. We also collected/produced **69.28** million gallons from the Bonita Creek system for a total production/exercised of **69.41** million gallons this month.

**Month over Month Water Production Table**

	February 2014	February 2015
Well production *	8.36 Million gals	0
Bonita Creek flows	71.34 Million gals	69.28 Million gals
Total Water Produced	79.70 Million gals	69.41 Million gals

\*In 2014 (2) wells were in production; in 2015 (0) wells were in production

**Consumption:** During February of this year the city had 7,880 water customers; 6,969 residential and 911 commercial. In the FY 14/15 the City of Safford water system had 19 new water installations. The table below shows the breakdown of the usage between the customer groups as well as the average consumption by grouping.

	# of customers	Gallons sold	Average Use per customer
Feb 2015 Residential	6,969	40,837,400	8,850*
Feb 2015 Commercial	911	21,961,100	24,107**
Feb 2014 Residential	7,026	41,289,100	17,256*
Feb 2014 Commercial	967	26,526,700	27,432**

\* Residential usage ranges from 5/8" to 3/4 "meter size \*\*commercial usage ranges from a 5/8" to 6" meter size.

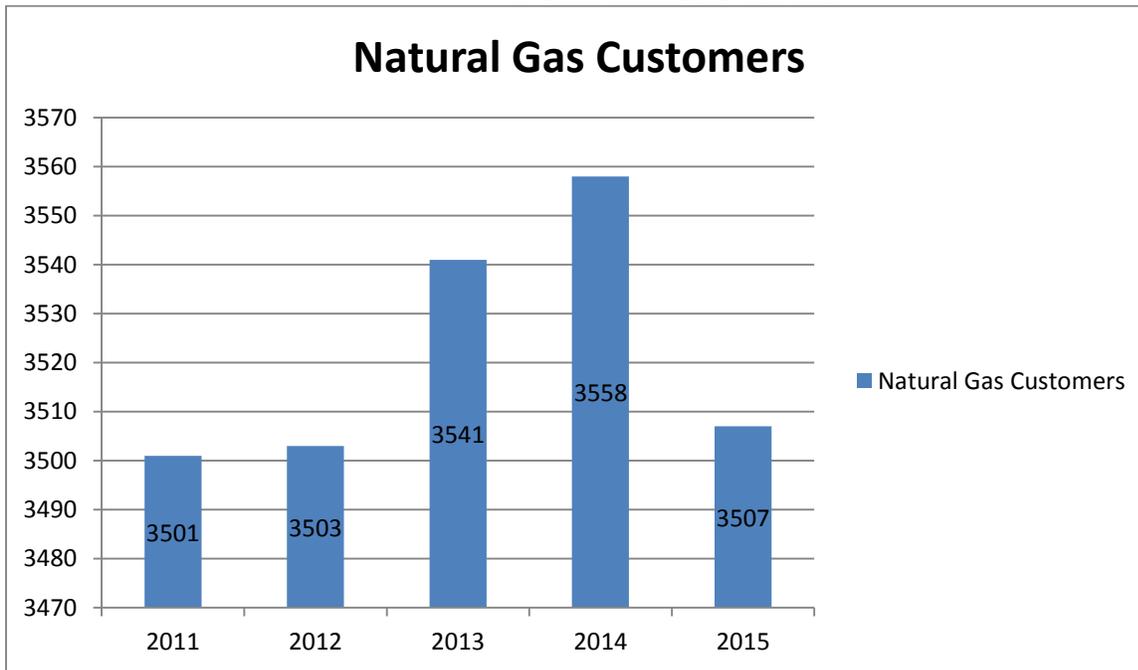
Note: consumption and production numbers may not align in the short term. This is due to; read date, number of days in billing cycle, weather patterns, storage tank cycling, non-revenue water use such as flushing, leaks, theft.



**GAS UTILITY REPORT  
FEBRUARY 2015**

The City’s gas utility current customer count for the month of February is 3,507, compared to 3,558 in February of last year.

5 Year Customer Growth



Year	2011	2012	2013	2014	2015
MCF*	41,916	33,266	40,077	30,005	28,113
#Customers	3,501	3,503	3,541	3,558	3,507

The City has 3,088 residential customers and 419 business customers. The following is a breakdown of natural gas consumed by class:

Business: 9,514 MCF

Residential: 18,599 MCF

During the month of Feb:     peak load 512 MCF on February 24<sup>th</sup>.  
   low load 229 MCF on February 23<sup>rd</sup>.

The average cost per MCF for purchased natural gas for **January** was \$4.85

\*MCF = thousand cubic feet

**LANDFILL UTILITY REPORT  
FEBRUARY 2015**

**Revenues**

General Fees	\$ 99,303.29
Closure Fees	<u>\$ 4,947.30</u>
<b>Total Collection for Month</b>	<b>\$ 104,250.59</b>

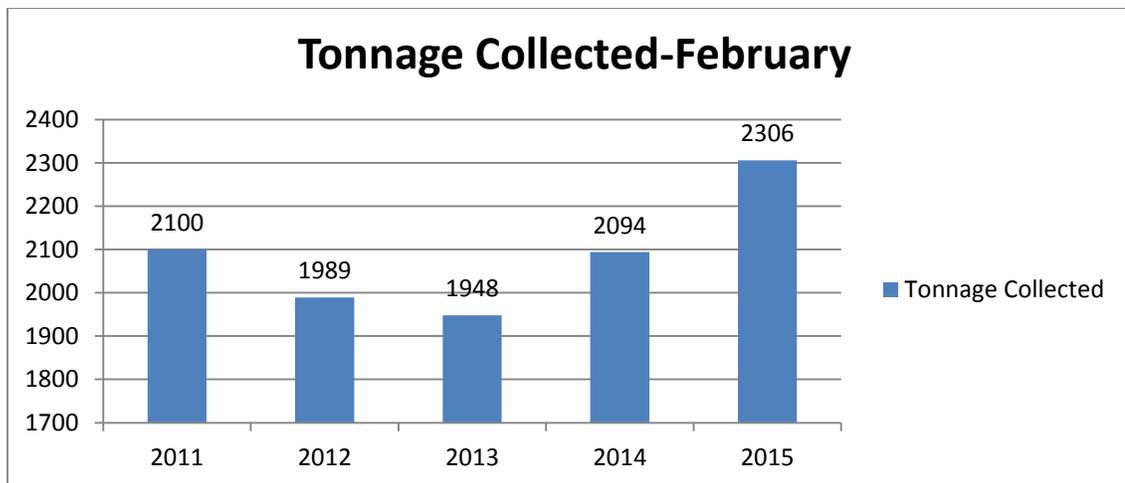
**Expenses**

Personnel	\$ 11,608.59
General Operations	<u>\$ 50,425.00</u>
<b>Total Operation Cost</b>	<b>\$ 62,033.59</b>

**Source**

Private Refuge Carriers	1,826
Residential waste not picked up by refuge carrier	296
Commercial not picked up by refuge carrier	<u>184</u>
<b>TOTAL TONNAGE COLLECTED</b>	<b>2,306</b>

**Tons**



**Other Activity**

Tire count: 2,211

Dead Animal count: 61

Gas Well Readings:

Of the five wells we monitor, two have methane readings over the 5% lower explosive limit. The remaining three wells have readings that do not exceed this threshold. These wells produce normal amounts of gas for a landfill of our size they pose no danger to either staff or the public.





#10.8

## **ENGINEERING DEPARTMENT**

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### **SUMMARY OF PROJECT PLANNING AND GRANTS ADMINISTRATION**

**March 23, 2015**

#### **PUBLIC WORKS DEPARTMENT**

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##### **Streets:**

- 1. Main Street Improvements (139-044) /Traffic Signals (122-155):** Project was awarded on Oct. 10th to Show Low Construction. City obtained additional funding since the bid amount exceeded available funds by \$330k. Construction is in progress, the Contractor is currently working at 5th Ave and 7th Ave. The project should be completed in April.
- 2. 20th Avenue Widening (Relation to Golf Course) 127-155:** We are currently waiting on ADOT to approve the environmental study; design will start soon after this approval and then we will begin the process to obtain all right of way needed to construct project. We are anticipating design to start in the spring and be completed in the fall.
- 3. ADOT Route 191 Sidewalks (109-155):** The Arizona Department of Transportation (ADOT) continues to work on this project. The improvements at the railroad crossing are scheduled to begin April 2015 with construction of the sidewalk and other US 191 improvements slated for fall 2015. City Council has supported ADOT's proposal to eliminate parking on US 191.
- 4. HSIP City Wide Sign Replacement Project (173-031):** ADOT is working on sign procurement. Signs will be installed by Safford Public Works.
- 5. Paving Projects:** The scope of these projects will be to replace existing surface with new pavement. City forces will complete demolitions and removals as well as prepare sub-base, strip and install parking barriers. Construction planned for April 2015.
  - a. City Hall Parking Lot (184-031):** The plans are complete, we will advertise project in spring 2015.
  - b. Police Parking Lot (213-031):** Finalizing design. Project will be included with the City Hall project.
  - c. American Legion Parking Lot (214-031):** Finalizing design. Project will be included with the City Hall Project.
- 6. Central Avenue Paving Project (219-031):** This project will rebuild Central Avenue from 7th Street to Main Street. Geotechnical services has been awarded, the design will take place in FY 14/15 and construction in 15/16.

7. **Replace Undersized Box & Culvert at East 4th Street (221-031):** Project is in design to upgrade the system to be able to pass required flows through the area, minimizing flooding potential. Once design is complete, Public Works will perform the upgrades. Construction will be completed by city forces and is scheduled for spring of 2015.
8. **Reconstruct Sidewalk on Central between Main and Hwy 70 (182-031):** The existing sidewalk is out of compliance and unsafe for pedestrians. Sidewalk replacement/construction will take place concurrent with the Main Street Improvement Project and the outcome will align the sidewalk to new curb elevations. Project is slated to begin in May.
9. **Handicap Ramps (185-031):** Public Works needs to replace existing ramps with ADA compliant sidewalk ramps. Need to review sites and determine best areas to revise. Bid in spring 2015.

#### **Building Maintenance:**

10. **Relocation of Magistrate Court (211-152):** Construct addition (new court room) on the south side of the old attorney's office, remodel entrance of existing building to accommodate receptionist, new carpet and paint and if budget allows we will pave the west side of the parking lot. Project should be completed at the end of March.

#### **Parks:**

11. **Dry Lake Archery Range Improvements (215-155):** This project includes reconfiguration of shooting lanes, clearing lanes, new targets, relocation and construction of new awning. These changes will make the shooting range much safer and user friendly. This project is 80% complete and is slated for final completion at the end of April.

#### **AIRPORT**

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12. **2014 ADOT Airport Pavement Preservation Project, Runway 8/26 (204-045):** The project includes sealing existing cracks, mill to 1" depth existing pave, and replace with 1" porous friction course overlay on Runway 8/26. Construction scheduled for fall 2015.
13. **Rehab 12/30 Edge Lights, Replace Electric Vault & Replace Signage (208-045):** Design services for the rehabilitation of Runway 8/26 edge lighting, replacement of electrical vault and airport improvements. Design is complete. Apply for FAA grant for construction in spring 2015.
14. **Maintenance Report** – Our airport consultant, C&S, will be developing a maintenance report to be used by Public Works to plan and budget for airport routine maintenance.

#### **UTILITY DEPARTMENT**

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##### Water:

15. **Jensen Addition Service Renewals and Cleanouts (CDBG) 66-653:** This project includes renewing 46 water service lines and installing 59 sewer cleanouts in the Jensen Addition, an area bounded by 8th Street and Main Street, between US 191 and US 70. We received the executed contract in January and the pre-design meeting will be held in March.
16. **Flex-Net Meter Program (66-630, 68-630, 69-630):** Ongoing replacement of old style meters with the new AMI System. The majority of the water meters within Safford city limits are complete and we are currently working on the meters in the Town of Thatcher. Gas and Electric meters will be complete in June 2015.

- 17. Phase II 20th Avenue 12" Main Extension (66-637):** This project includes design and construction of 12" main from 26th Street to Golf Course Road. Design to be completed in FY 14/15 and construction in FY 15/16.
- 18. Water Source Exploration (66-544):** This will be another exploratory drilling project to look for another additional water source on the Carrasco Well Property.
- 19. Water Relocation Line - Stratton Drive (66-652):** The Engineering Department has started the design process.
- 20. 14th Avenue/Meadow Lane Water Line Relocation (66-657):** Looking at the possibility of relocating the existing water line to the Relation Street right of way.
- 21. Bluff Well (66-660):** Complete purchase of well and the construction of the water main that will connect the Bluff Well with our existing system. This pipeline is 3,530 feet in length and will require easements from three separate property owners. The agreement has almost been finalized with one of the property owners and we are working on agreements with the remaining two. Material bids will be solicited in April. Construction is tentatively slated to begin in June.
- 22. U of A Pipeline Project (66-661):** This project is the construction of approximately 7,700 feet of water main from two U of A well sites. Project is currently under construction and anticipated to be complete in summer 2015.

#### **Wastewater:**

- 23. Sewer 20th Street and Central (67-622):** Need to examine and perhaps redesign a portion of this sewer line to remove a constriction as time permits.
- 24. WWTP – Reclaimed Water Line Project (67-667):** Design outfall mods, lagoon mods and pumping station. Water crew will order and start installing pipe in March to begin Phase I of III.
- 25. Manhole Rehab 14/15 (67-613):** This project is the rehabilitation of approximately 40 manholes. The rehab consists of cleaning, re-grouting and applying an epoxy coating over the entire surface of each manhole. Will advertise project in March 2015.
- 26. Vac Truck Shade Structure 40ft x 60ft (67-642):** Site work, foundation and erection of one (1) 40ft x 60ft pre-fabricated steel building. This is a prefabricated building that has already been purchased and proposed to be built on the west side of the Mesa Yard. This building will house the VAC-CON sewer truck and other equipment such as our valve exerciser. We requested quotes for the construction in December and quotes came in higher than our anticipated amount of \$50,000. We are exploring Job Order Contracting options.

#### **Electric:**

- 27. Underground Electrical Conduit (69-670):** Install conduit at the Valley Apartments, Cluff Addition and GC Health Dept. We only received one quote, which exceeded our budget amount. We will reissue RFQ early January. Project awarded to Banning Creek Enterprises of Bisbee, contractor should mobilize in April.
- 28. Substation Upgrade (69-665):** This project consists of replacing switches, old outdated portions of some underground primary and the installation of one distribution steel pole just outside of the substation that will replace two old wooden poles. There has been a steady increase in loads and this upgrade will compensate for additional loads and redundancy. Design in 14/15 and construction in 15/16.

29. NW 70 Rebuild (69-672): This project consists of the replacement of eight wooden distribution poles with steel engineered poles. The project area is located on the north side of Highway 70 from the 1500 block west to the 1900 block. Design in 14/15 and construction in 15/16.

#### **Landfill:**

30. **Landfill Vertical Expansion (228-650):** This project will prepare an amendment to the Graham County Regional Landfill Solid Waste Facility Plan (SWFP) as a Type IV Change in order to permit a vertical expansion and provide capacity for solid waste disposal for the next 30 years.
31. **Landfill 404 Compliance (235-650):** This project is currently in the infancy stage, our consultant, Kimley-Horn is working on this project which will bring us into 404 Compliance with Corp of Engineers.

#### **Public Works Projects - Planning Stage**

1. **Relation Street improvements from 14th Ave to 20th Ave.** This project is on hold. Appraisals have been completed. Need to budget funds to pay for the right of way acquisition.
2. **Frye Mesa Dam Safety Improvements.** This project is currently on hold. A meeting is scheduled to discuss the City's continuing role with the dam.
3. **Graveyard Dam Improvements:** Based on the results of the Kimley-Horn & Associates (KHA) report, the minimum freeboard during the half Probable Maximum Flood (PMF) event is less than the Arizona Department of Water Resources (ADWR) requirements for existing dams. The second phase of these improvements will be to actually complete the design followed by phase 3, construction. Construction was estimated at \$3.0 million of which the City would have to match 1/3 of the construction cost.
4. **14th Avenue from Relation Street to 8th Street:** Researching projected cost and funding sources.

#### **Grant Administration**

5. This office continues to review grant requests and possible matching grants.

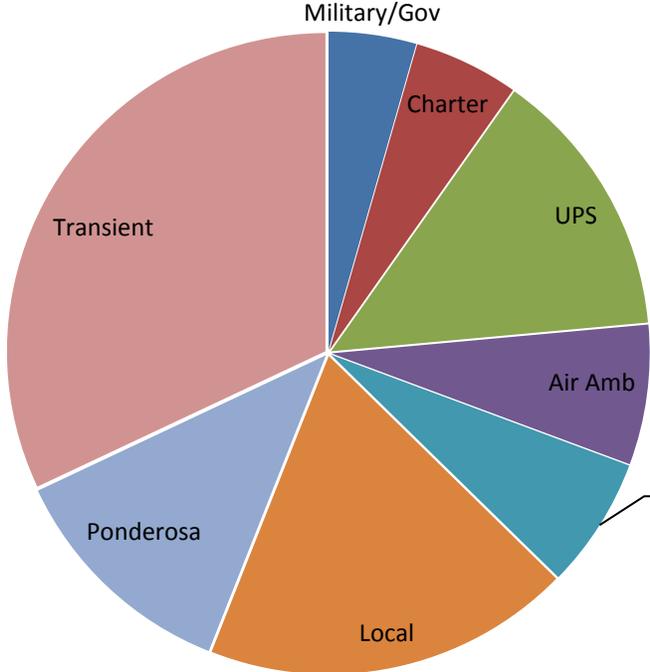
#### **Unfunded Projects**

6. East Side Drainage from 8th Street to Sunflower ditch
7. 26th Street Improvements.
8. Cleaning and repairs to Frye Mesa Dam.
9. Safety improvements to Graveyard Wash Dam.
10. Improvements to Sunflower Ditch.
11. 14th Avenue from Relation to 8th Street
12. Relation Street from 14th Avenue to 20th Avenue
13. E. 8th Street from US 191 to US 70
14. Hollywood Road from US 70 to City Limits
15. Discovery Park from 20th Avenue to US 191
16. 20th Avenue from Discovery Park to Golf Course Road
17. Water Tank at Airport to increase fire flow
18. Reclaimed Water Pipeline Project
19. Fire Equipment – Replace Air Packs

**Law Office of Matt N. Clifford, P.C.**  
**City of Safford Prosecutor Report**  
**FEBRUARY, 2015**

Declined to Prosecute	2
Complaints Filed	21
Citations Issued	41
Pretrial Conferences	33
Trials	None
Restitution Hearings	6
Dismissed Cases	1
Shoplifting	15
Criminal Damage	1
Assault	3
Disorderly Conduct	5
Domestic Violence Allegations	6
Possession of Marijuana	7
Possession of Drug Paraphernalia	10
Underage Possession of Alcohol/Liquor in Body	3
Violation of Court order	2
Indecent Exposure	1
Tobacco on School Grounds	1
Trespass	3
DUI	10
Racing on Highway/Speeding	3
Liquor in Park	2
Driving on a Suspended License	5
Noise Ordinance(Municipal code violation)	1
Harassment	1
<b>Plead Guilty</b>	<b>45</b>

**Safford Airport Activity January 2015**



Transient	32%
Local	19%
UPS	14%
Ponderosa	12%
Training	07%
Charter	05%
Air Amb	07%
Military/Gov	04%

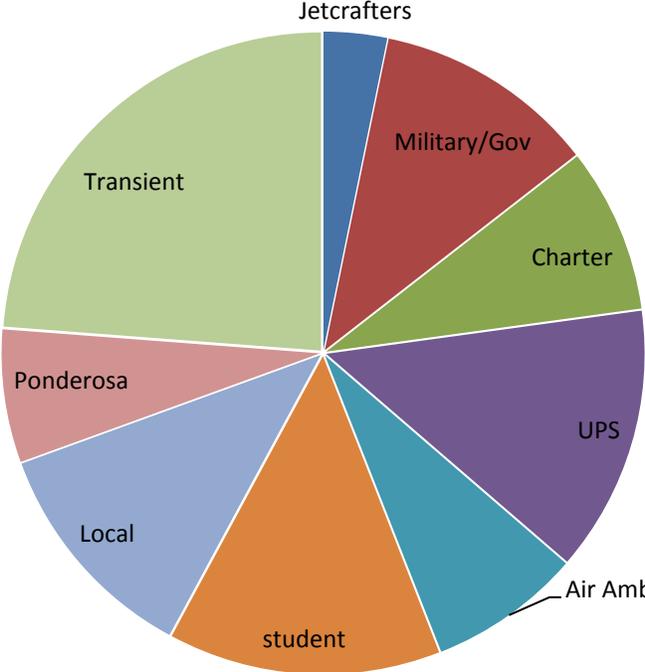
Training  
Total Number of Takeoffs and Landings: 225

Report Generated by Ponderosa

Military/Gov	10	4%
Charter	12	5%
UPS	31	14%
Air Amb	16	7%
Training	15	7%
Local	42	19%
Ponderosa	27	12%
Transient	72	32%
	225	

Report Generated by Ponderosa

**Safford Airport Activity February 2015**



Transient	24%
Military/Gov	11%
UPS	14%
Ponderosa	07%
Local	12%
Student	14%
Air Amb	08%
Charter	08%
Jetcrafters	03%

Total Number of Takeoffs and Landings: 311

Report Generated by Ponderosa

Jetcrafters	10	3%
Military/Gov	35	11%
Charter	26	8%
UPS	42	14%
Air Amb	24	8%
student	43	14%
Local	36	12%
Ponderosa	21	7%
Transient	74	24%
	311	

Report Generated by Ponderosa

CHECK DAT	REF #	PAYEE	DESCRIPTION	AMOUNT
1/13/2015	136837	ARIZ.DEPT.OF ENVIROMENTAL QUAL	LANDFILL REGISTRATION FEE	\$5,000.00
1/27/2015	136962	ARIZONA MUNICIPAL RISK	AMRRP CLAIM TREE FELL ON VEHICLE	\$9,633.04
1/27/2015	136963	ARIZONA POWER AUTHORITY	MONTHLY APA PURCHASED ELECTRIC	\$9,128.45
1/27/2015	136965	ARIZONA STATE TREASURER	MONTHLY PASS THRU COLLECTIONS FROM MAGISTRATE	\$8,602.80
1/31/2015	57307	AZ MUNICIPAL RISK RETEN POOL	AMRRP WC FUND PAYMENT 4TH QTR 2014	\$80,107.00
1/13/2015	136928	AZ MUNICIPAL RISK RETENTION	2ND QTR INS PMT FY 15 AE40252014	\$161,860.75
1/13/2015	eC24640003	BOWMAN CONSULTING	ENG SVCS U OF A WELL SWIFT TRAIL DEVELOPMENT	\$21,332.50
1/13/2015	136842	CARPET, TILE \$ MORE LLC	REMOVE & REPLACE ANNEX CARPET	\$9,368.91
1/13/2015	136843	CITY OF SAFFORD	COS UTIL BILLS DECEMBER 2014	\$45,004.82
1/13/2015	136844	CITY OF SAFFORD-LANDFILL	LANDFILL CHARGES DEC 2014	\$34,428.56
1/13/2015	136845	CLOUDBEARING INC	OFFICE 365 PROVISIONING FINAL PMT	\$9,690.00
1/27/2015	136971	EDWARDS & GINN PC	LEGAL SVCS POLICE OCT-DEC 2014	\$5,000.00
1/13/2015	136870	EL CHARRO	CREDIT REFUND DOUBLE PAYMENT	\$5,728.91
1/27/2015	eC24660011	EL PASO NATURAL GAS CO.	MONTHLY EL PASO PURCHASED GAS	\$16,930.31
1/13/2015	136849	GILA VALLEY BOYS & GIRLS CLUB	B&G CLUB GRAHAM COUNTY CONTRIBUTION PASS THRU	\$5,000.00
1/27/2015	eC24660015	GRAHAM COUNTY BOARD OF SUPERVI	(3) QUARTERLY IGA WITH COUNTY	\$103,054.50
1/27/2015	eC24660016	GRAHAM COUNTY CHAMBER OF	2.5% BED TAX ADOR REPORT-MONTHLY	\$9,013.62
1/27/2015	136974	GRAHAM COUNTY ELECTRIC CO-OP	MNTHLY CITYWIDE ELECTRIC & GAS	\$16,943.33
1/13/2015	136855	KEMPTON CHEVROLET	1 2015 CHEV 1 TON P/U GAS DEPT	\$33,099.31
1/27/2015	136979	KIMLEY HORN & ASSOCIATES, INC	LANDFILL FEASIBILITY STUDY	\$6,740.53
1/27/2015	136970	MATT N. CLIFFORD	PROSECUTION SERVICES JAN 2015	\$7,000.00
1/13/2015	136927	NATIONAL BANK	HANGAR PAYMENTS-MONTHLY	\$12,712.96
1/27/2015	136988	NATIONAL BANK	HANGAR PAYMENTS-MONTHLY	\$13,512.16
1/31/2015	57309	RURAL AZ GROUP HEALTH TRUST	FIREMEN INS JANUARY 2015 PREMIUM	\$5,166.06
1/13/2015	136931	SEVERN TRENT ENVIRONMENTAL	O&M BASE SVC FEE JAN 2015 WASTERWATER FACILITY	\$45,472.29
1/13/2015	136932	SMARTWORKS PLUS INC	MONTHLY CONTRACT PYMNT	\$25,186.70
1/27/2015	136990	SOUTHWEST PUBLIC POWER AGENCY	MONTHLY SWPPA PURCHASED ELECTRIC	\$325,888.65
1/27/2015	136991	SOUTHWEST TRANSMISSION	MONTHLY SW TRANS PURCHASED ELECTRIC	\$54,138.89
1/27/2015	136992	SPRINGBOK DEVELOPMENT LLC	MAINTENANCE PMT FEB 2015	\$16,666.00
1/27/2015	eC24660036	U.S. DEPT. OF ENERGY	MONTHLY WAPA PURCHASED ELEC	\$53,978.99
1/27/2015	136977	WHITE MOUNTAIN HYDRAULICS	ANNUAL REPAIRS ON HYDRAULIC EQUIPMENT	\$5,422.94
1/13/2015	136935	ZIONS BANK	LANDFILL COMPACTOR QTRLY PMT	\$21,044.93

DATE	REF #	DESCRIPTION	AMOUNT
1/31/2015	JE 01-02	MUNIGAS DEC 2014 DELIVERIES	\$162,053.45
1/31/2015	JE 01-03	CC COLL FEE CHASE BANK	\$8,059.25
1/31/2015	JE 01-12	SALES TAX PD FOR DEC 2014	\$111,305.67

**P-Card Report**  
for the month of December 2014  
November 21, 2014 - December 20, 2014

Date	Amount of Purchase	Department Total Purchase	Vendor	Description of Purchase
<b>Admin Services</b>				
1/5/2015	208.82		ONLINE INFORMATION SVC	ONLINE TRANACTN RCVD
1/6/2015	267.60		ONLINE INFORMATION SVC	WEB ACCESS/DEP CHECK
1/7/2015	97.55		MISSION LINEN	UNIFORM RENTALS
1/13/2015	21.67		INT CMI QUICK COPY	COLOR PAPER FOR GAS NOTIFICATIONS
1/19/2015	145.40		AMAZON MKTPLACE PMTS	DEP BAG, POST ITS, EXPANDING FILE
1/6/2015	29.99		QUILL CORPORATION	2015 OFFICE CALENDARS
1/5/2015	420.00		MINISOFT, INC.	ANNUAL MAINT CHECK & W2 PRINT PRGM
12/29/2014	32.34		WM SUPERCENTER #1149	T WILLIAMS WORK SHOES
12/30/2014	<u>166.15</u>		POLLOCKS WESTERN	K MCKINNEY WORK BOOTS
		\$1,389.52		
<b>Accounting Services</b>				
12/22/2014	2,976.00		DEX ONE	DEX ADVERTISING ANNUAL PMT
12/23/2014	2,478.53		DIGITAL IMAGING SYSTEM	CITYWIDE PRINTING COSTS - NOVEMBER 2014
1/4/2015	22.47		IN METCO WATER LLC	WTR - CITY HALL UPSTAIRS
1/8/2015	6.09		OFFICE DEPOT #5125	BINDERS NOT @ W/H
1/8/2015	344.22		OFFICE DEPOT #5101	CALENDARS, PENCILS, RULERS, SCISSORS, ETC NOT @ W/H
1/8/2015	6.27		OFFICE DEPOT #5101	CORRECTION TAPE NOT @ W/H
1/9/2015	292.00		HIBU INC. - PACIFIC	YELLOW PAGES MINTLY ADVERTISING
1/12/2015	1,155.53		DIGITAL IMAGING SYSTEM	CITYWIDE PRINTING COSTS - DECEMBER 2014
1/12/2015	7.16		NTS COMMUNICATIONS INC	PHONE LONG DISTANCE MNTLY PMTS
1/12/2015	15.72		NTS COMMUNICATIONS INC	PHONE LONG DISTANCE MNTLY PMTS
1/12/2015	10.29		NTS COMMUNICATIONS INC	PHONE LONG DISTANCE MNTLY PMTS
1/12/2015	3.00		NTS COMMUNICATIONS INC	PHONE LONG DISTANCE MNTLY PMTS
1/12/2015	1.23		NTS COMMUNICATIONS INC	PHONE LONG DISTANCE MNTLY PMTS
1/12/2015	3.74		NTS COMMUNICATIONS INC	PHONE LONG DISTANCE MNTLY PMTS
1/12/2015	20.49		NTS COMMUNICATIONS INC	PHONE LONG DISTANCE MNTLY PMTS
1/12/2015	3.34		NTS COMMUNICATIONS INC	PHONE LONG DISTANCE MNTLY PMTS
1/12/2015	13.05		NTS COMMUNICATIONS INC	PHONE LONG DISTANCE MNTLY PMTS
1/12/2015	29.56		NTS COMMUNICATIONS INC	PHONE LONG DISTANCE MNTLY PMTS
1/12/2015	8.21		NTS COMMUNICATIONS INC	PHONE LONG DISTANCE MNTLY PMTS
1/12/2015	10.62		NTS COMMUNICATIONS INC	PHONE LONG DISTANCE MNTLY PMTS
1/12/2015	0.52		NTS COMMUNICATIONS INC	PHONE LONG DISTANCE MNTLY PMTS
1/12/2015	26.01		NTS COMMUNICATIONS INC	PHONE LONG DISTANCE MNTLY PMTS
1/12/2015	0.21		NTS COMMUNICATIONS INC	PHONE LONG DISTANCE MNTLY PMTS
1/8/2015	60.00		GOVERNMENT FINANCE OFF	GFOAZ MEMBERSHIP
1/8/2015	165.00		GOVERNMENT FINANCE OFF	GFOAZ WINTER CONF REG FEE
12/24/2014	60.00		GOVERNMENT FINANCE OFF	GFOAZ MEMBERSHIP
1/8/2015	30.00		GOVERNMENT FINANCE OFF	GFOAZ 2015 JAN TRAINING
1/14/2015	<u>165.00</u>		GOVERNMENT FINANCE OFF	GFOAZ 2015 WINTER CONF
		\$7,914.26		
<b>City Clerk</b>				
1/4/2015	27.97		IN METCO WATER LLC	wtr city hall
1/6/2015	16.28		SAFEWAY STORE0026484	Drinks/Bfast HR Interviews
1/7/2015	36.09		DOMINO'S 7534	Pizza for HR Interviews
1/7/2015	14.19		WM SUPERCENTER #1149	Breakfast HR Interviews
12/30/2014	426.04		THE CAMPUS STORE #186	Books for College Classes
12/30/2014	595.00		EASTERN ARIZONA COLLEG	Education Assist/College Classes
12/30/2014	16.36		NBS-EARIZONA SERVICE F	EAC Pymt Fee for Classes
12/31/2014	65.00		DAIRY QUEEN #15092	Jan B-Day Gift Cards
1/5/2015	76.01		MISSION LINEN	Rugs/Janitorial Supplies Fire Dept
1/5/2015	72.25		MISSION LINEN	Rugs/Janitorial Supplies City Hall
1/7/2015	9.31		THRIFTEE FOOD & DRU	Drinks/Lunch HR Interviews
1/8/2015	27.55		NOTARY ROTARY, INC	Notary Journal for Tami
1/8/2015	27.10		INT CMI QUICK COPY	Notary Stamp for Tami
1/12/2015	<u>53.43</u>		INT CMI QUICK COPY	Notary Seal for Tami
		\$1,462.58		
<b>City Manager</b>				
12/30/2014	25.00		DENNY'S #8048	Meeting about MLK Event 3 People
1/5/2015	34.00		DENNY'S #8048	Meeting about MLK Event 3 People
1/6/2015	<u>37.00</u>		DENNY'S #8048	Meeting about MLK Event 4 People

**P-Card Report**  
for the month of December 2014  
November 21, 2014 - December 20, 2014

Date	Amount of Purchase	Department Total Purchase	Vendor	Description of Purchase
		\$96.00		
<b>Council</b>				
1/4/2015	67.95		CITY CENTER DOWNTOWN	registration fee
		\$67.95		
<b>City Court</b>				
12/29/2014	40.10		WM SUPERCENTER #1149	jury trial
1/9/2015	29.10		MISSION LINEN	linen/rug service
1/16/2015	22.30		IN METCO WATER LLC	wtr court
		\$91.50		
<b>Engineering</b>				
1/6/2015	45.95		AMAZON.COM	iphone 6 case
1/7/2015	68.86		FRANKLINCOVEYPRODUCTS	planner and cover
1/15/2015	11.75		USPS 0372520553806167	CDBG Contract-Cert Mail
		\$126.56		
<b>Fire Department</b>				
12/19/2014	69.45		SAFFORD BLDG & ACE HDW	Paper twel, osb sheathing
12/19/2014	26.68		MINIT MARKET #414	Fuel for 19-613 pumps down
1/2/2015	258.95		W.S. DARLEY & CO.	Helmet Qty 1
1/6/2015	8.93		WM SUPERCENTER #1149	Pencils, Erasers, Desk organizer not 2 wh
1/13/2015	21.72		TROPHIES N TEES	award plaques
1/16/2015	311.23		MILLENNIUM MEDICAL SUP	oxygen bottles
		\$696.96		
<b>IT Department</b>				
12/23/2014	1,311.87		Amazon.com	Replacement mainboard for IT Laptop
12/31/2014	4,771.32		CDW GOVERNMENT	24 Port Switch for New Court and Fiber Modules (Gbics)
1/3/2015	4.75		Amazon web services	Cloud Backups
1/6/2015	0.40		INTERNATIONAL TRANSACTION	Charge for Software purchased below
1/5/2015	49.95		avangate macxdvd.com	DVD software used for MLK Celebration DVD
1/12/2015	40.87		WAL-MART #2554	Food items for Travel
1/12/2015	15.01		TARGET 00001925	Water and Snacks
1/12/2015	7.45		IN-N-OUT BURGER #148	Laserfiche training - 1 person
1/12/2015	48.62		TONY ROMA'S	Laserfiche training - 1 person
1/13/2015	16.05		DENNY'S #7718	Laserfiche training - 1 person
1/13/2015	39.00		BLACK ANGUS BUENA PARK	Laserfiche training - 1 person
1/14/2015	9.82		CARL'S JR 1100027 QPS	Laserfiche training - 1 person
1/14/2015	38.83		OUTBACK 0577	Laserfiche training - 1 person
1/16/2015	8.63		POPEYE'S #2543	Laserfiche training - 1 person
1/16/2015	11.34		MARRIOTT 33764 ANAHEIM	Laserfiche training - 1 person
1/17/2015	870.82		HILTON HOTELS	Laserfiche training - 1 person 4 nights
1/15/2015	39.91		OUTBACK 0577	Laserfiche training - 1 person
1/16/2015	12.92		QUIZNOS #3607	Laserfiche training - 1 person
1/19/2015	6.93		AMAZON MKTPLACE PMTS	Holder / crimper for soldering
1/19/2015	10.78		AMAZON MKTPLACE PMTS	RCA 3.5mm plug replacement
1/5/2015	273.92		AMAZON MKTPLACE PMTS	Replacement Microphone for City Manager Admin Assistant and Replacement External Hard Drives for Detectives.
1/6/2015	65.14		Amazon.com	Replacement Otter Box cases for Rueben Mata's iPhone.
1/8/2015	125.04		AMAZON MKTPLACE PMTS	Replacement Stylus Pens for Electric Department Tablet.
1/16/2015	75.20		AMAZON MKTPLACE PMTS	Spare low-end speakers for Technology Department Supply.
1/16/2015	7.54		AMAZON MKTPLACE PMTS	Spare wall chargers for City Samsung Convooy Phones.
1/16/2015	107.51		AmazonPrime Membership	Prime Membership for expedited shipping and cloud services.
1/5/2015	39.95		LNR LUNARPAGES WEBHOST	Cityofsafford.us web hosting
1/5/2015	267.96		NEUSTAR/NEULEVEL, INC.	DNS hosting for ci.safford.az.us
1/7/2015	125.00		WISCOMM COM	Pager batteries for Fire Department
1/11/2015	107.51		AmazonPrime Membership	Prime Membership for expedited shipping and cloud services.
1/12/2015	5.19		TARGET 00001925	Water for room
1/12/2015	32.23		WM SUPERCENTER #2554	Food items for Travel
1/12/2015	6.15		IN-N-OUT BURGER #148	Laserfiche training - 1 person
1/12/2015	17.72		CHEVRON 0207136	Fuel Laserfiche conference for rental car
1/12/2015	48.55		TONY ROMA'S	Laserfiche training - 1 person
1/13/2015	39.00		BLACK ANGUS BUENA PARK	Laserfiche training - 1 person
1/13/2015	17.42		DENNY'S #7718	Laserfiche training - 1 person

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1/14/2015	21.95		HSW HOSTWAY.COM	web hosting for saffordcitycode.net
1/14/2015	44.78		OUTBACK 0577	Laserfiche training - 1 person
1/15/2015	32.39		TARGET 00001925	iPad charger
1/14/2015	10.02		CARL'S JR 1100027 QPS	Laserfiche training - 1 person
1/15/2015	37.19		CHEVRON 0206683	Fuel Laserfiche conference for rental car
1/15/2015	46.85		OUTBACK 0577	Laserfiche training - 1 person
1/16/2015	29.90		QT 496 05004965	Fuel Laserfiche conference for rental car
1/16/2015	12.02		JACK IN THE BOX #1160	Laserfiche training - 1 person
1/17/2015	904.52		HILTON HOTELS	Laserfiche training - 1 person 4 nights
1/17/2015	7.11		DOCS	Fuel Laserfiche conference for rental car
1/16/2015	9.17		POPEYE'S #2543	Laserfiche training - 1 person
1/19/2015	496.39		ENTERPRISE RENT-A-CAR	Rental car for Laserfiche conference
		\$10,328.59		
<b>Library Department</b>				
12/19/2014	57.54		DEMCO INC	J-Lar Book Tape-Not @ Warehouse
12/18/2014	34.24		QUILL CORPORATION	3 reams Colored Paper - Not @ Warehse
12/18/2014	3.26		DOLRTREE 2892 00028928	Teen Program Supplies-Cost less than Walmart
1/5/2015	156.86		MISSION LINEN	Linen Service
1/9/2015	231.67		Amazon.com	14 Series DVDs for Library Collection
1/12/2015	30.62		WM SUPERCENTER #1149	Teen Prgm Supplies
1/12/2015	18.41		WM SUPERCENTER #1149	Desk and Aquarium supplies
1/12/2015	3.80		DOLLAR GENERAL #6614	Teen program Supply, coin wrappers
1/13/2015	7.79		QUILL CORPORATION	Quick point knife rep. blades-Not @ Warehse
1/15/2015	137.35		DEMCO INC	Book Mending Tape - Not @ Warehse
1/15/2015	23.89		QUILL CORPORATION	Quick point knife Not @ Warehse
12/29/2014	11.89		TROPHIES N TEES	Name tag for new employee
1/1/2015	110.50		CABLE ONE INC 1	Internet for Public Computers
1/9/2015	26.48		AMAZON.COM	2 Children's bks for Early Literacy
1/9/2015	17.34		Amazon.com	1 Children's bks for Early Literacy
		\$871.64		
<b>Planning &amp; Zoning</b>				
1/6/2015	-7.65		SXM SIRIUSXM.COM/ACCT	Pool Radio Credit
12/23/2014	9.74		WM SUPERCENTER #1149	Stapler
12/23/2014	-9.74		WAL-MART #1149	Stapler Return (broken)
1/6/2015	28.47		IN METCO WATER LLC	WTR Annex
1/9/2015	26.49		MISSION LINEN	Rugs & Janitorial Supplies
1/13/2015	180.93		EASTERN ARIZONA COURIE	Holiday Greeting Sponsorships
1/15/2015	100.00		ARIZONA PLANNING ASSOC	General Plan RPF Ad
1/15/2015	466.92		GRIFFIN	Propane for Airport
		\$795.16		
<b>Police Department</b>				
12/30/2014	30.00		IN FBI NATIONAL ACADE	Reg fees/FBINAA Meeting/Marana
12/31/2014	10.13		THRIFTEE FOOD & DRU	Partial Meal for DUI Task Force Detail
1/14/2015	11,035.00		CRIME POINT INC	PoleCam/to b reimb. by Grhm Co. Atty Ofc.
1/15/2015	32.74		CASA MANANA	Meal3 Orientation Lnch for Ofc. Palma
1/7/2015	42.70		WAL-MART #1149	Office Supplies not at Warehouse
1/7/2015	733.32		INT CMI QUICK COPY	Citations
1/14/2015	12.23		UPS (800) 811-1648	Postage for Firearm Shipment
12/30/2014	400.00		PAYPAL RONSMITH	Reg Fee/Fingerprint Comparison/Arbizo
1/7/2015	28.83		MISSION LINEN	Cleaning Maintenance
1/8/2015	233.20		REI MATTHEW BENDER &CO	ARS Code Manuals X 7
1/13/2015	22.63		INT CMI QUICK COPY	Priority Postage
1/17/2015	81.00		NUTTALLS TOWING LLC	DR# 15-000656 Vehicle Tow-963
12/30/2014	27.95		AMAZON MKTPLACE PMTS	Charger
12/18/2014	46.73		SUPER STOP #604	Fuel/City Pump Down/VH 11-90
12/18/2014	52.78		SUPER STOP # 620	Fuel/City Pump Down/VH 11-81
12/18/2014	55.03		MINIT MARKET #414	Fuel/City Pump Down/VH 11-64
1/14/2015	10.45		CARL'S JR. #8367	Meal1/Palm Print Comparison Trng/Glendale
1/15/2015	22.95		APPLEBEES 987198298714	Meal1/Palm Print Comparison Trng/Glendale
1/16/2015	18.48		QT 459 05004593	Fuel/Palm Print Comparison Trng/Glendale VH 11-6
1/17/2015	487.17		HAMPTON INN SUITES	Lodging 1 person 3 nights/Palm Print Comparison Trng/Glendale
1/16/2015	10.10		QUIZNOS #2915	Meal1/Palm Print Comparison Trng/Glendale

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1/15/2015	10.45		CARL'S JR. #8367	Meal1/Palm Print Comparison Trng/Glendale
12/19/2014	49.00		SHELL OIL 57443218706	Fuel/City Pump Down/VH 11-14
12/19/2014	44.51		CHEVRON 0200831	Fuel/City Pump Down/VH 11-16
12/23/2014	36.37		SUPER STOP #604	Fuel/City Pump Down/VH 11-61
12/23/2014	42.00		SUPER STOP #604	Fuel/City Pump Down/VH 11-25
12/25/2014	34.65		SUPER STOP #604	Fuel/City Pump Down/VH 11-25
1/17/2015	29.23		GIANT #6674	Fuel/City Pump Down/VH 11-24
12/18/2014	22.20		SUPER STOP #604	Fuel/City Pump Down/VH 11-95
12/21/2014	54.00		SUPER STOP #604	Fuel/City Pump Down/VH 11-32
12/18/2014	46.01		MINIT MARKET #414	Fuel/City Pump Down/VH 11-01
12/25/2014	30.00		CHEVRON 0200831	Fuel/City Pump Down/VH 11-18
12/21/2014	58.00		MINIT MARKET #414	Fuel/City Pump Down/VH 11-30
12/20/2014	54.13		MINIT MARKET #414	Fuel/City Pump Down/VH 11-20
12/20/2014	41.00		SUPER STOP #604	Fuel/City Pump Down/VH 11-88
1/12/2015	9.00		NCE	3 Keys for Squad Room Door
1/13/2015	547.90		UNIVERSAL POLICE SUP	Holster/Light/STD Light
12/22/2014	74.00		SHELL OIL 57443218706	Fuel/City Pump Down/VH 11-13
		\$14,575.87		
<b>Public Works</b>				
12/29/2014	97.67		WM SUPERCENTER #1149	MAIN ST HOLIDAY LIGHTS
12/29/2014	732.09		FERTIZONA THATCHER	WWTP WEED SPRAY
12/30/2014	8.00		SAFFORD SHINING TIMES	CITY VEHICLE WASH V10-181
1/6/2015	8.66		WM SUPERCENTER #1149	BLK PENS N/A # WHSE
1/12/2015	976.12		FERTIZONA THATCHER	WWTP WEED SPRAY
12/31/2014	445.00		IN CRISLER PEST CONTR	CITY WIDE MONTHLY PEST SPRAY
1/6/2015	269.36		MISSION LINEN	PARKS DEC UNIFORM SVC
1/6/2015	847.06		MISSION LINEN	STREETS DEC UNIFORM SVC
1/6/2015	159.70		MISSION LINEN	FLEET DEC UNIFORM SVC
1/6/2015	190.30		MISSION LINEN	SANITATION DEC UNIF SVC
1/6/2015	209.82		MISSION LINEN	BLDS MAINT DEC UNIF SVC
1/13/2015	205.00		EASTERN ARIZONA COURIE	CHRISTMAS, NEW YR PSA
1/14/2015	2,090.55		SAFFORD BLDG & ACE HDW	14TH AVE FENCE, GATE PROJ
12/23/2014	12.37		SAFFORD BLDG & ACE HDW	CONCRETE SAW REPAIR
12/23/2014	32.00		MACKS AUTO SUPPLY	CONCRETE SAW SWITCHES
12/29/2014	-199.74		GIH GLOBALINDUSTRIALEQ	RETURNED EYE WASH STATION
12/29/2014	14.29		SAFFORD BLDG & ACE HDW	CONCRETE SAW REPAIR
12/30/2014	25.00		NCE	LOCK FOR SANITATION CAN
1/6/2015	12.30		SAFFORD BLDG & ACE HDW	MYOC MENS TOILET REPAIR
1/7/2015	12.38		SAFFORD BLDG & ACE HDW	MOUSE TRAPS - BRICKYARD
1/7/2015	29.31		SAFFORD BLDG & ACE HDW	MUT SIGN ROOF REPAIRS
1/8/2015	18.56		SAFFORD BLDG & ACE HDW	TAPE MEASURE REPLACE
1/13/2015	54.08		SAFFORD BLDG & ACE HDW	CITY CT RR REPAIR
1/14/2015	10.39		SAFFORD BLDG & ACE HDW	DRAIN FOR COMPRESSOR
1/14/2015	11.89		THE HOME DEPOT #0445	CITY CT - PLUMBING
12/18/2014	112.07		POLLOCKS WESTERN	SAFETY BOOTS - CLARK
12/23/2014	237.26		SAFFORD BLDG & ACE HDW	CITY CT ROOF FRAMING
12/24/2014	829.40		THE HOME DEPOT #0445	CITY CT OSB ROOF SHEATING
12/29/2014	10.51		MATLOCKGAS&EQUIPCO,INC	CITY CT HEATER PROPANE
12/30/2014	27.28		SAFFORD BLDG & ACE HDW	CITY CT ROOF SUPPLIES
12/31/2014	272.84		SAFFORD BLDG & ACE HDW	CITY CT ROOF SUPPLIES
1/6/2015	107.48		SAFFORD BLDG & ACE HDW	CITY CT STRAND SIDING
1/6/2015	11.10		SAFFORD BLDG & ACE HDW	CHALK BOX, BOOT GUARD
1/7/2015	28.03		SAFFORD BLDG & ACE HDW	CITY CT FIR STRIPS
1/8/2015	27.68		SAFFORD BLDG & ACE HDW	CITY CT BLADES, CAPS
1/12/2015	131.56		TRI COUNTY MATERIALS	CITY CT EXTEND WALL HEIGHT
1/12/2015	4.03		TRI COUNTY MATERIALS	CITY CT EXTEND WALL HEIGHT
1/12/2015	89.10		SAFFORD BLDG & ACE HDW	CITY CT FIR STRIPS, STUDS
1/13/2015	50.47		SAFFORD BLDG & ACE HDW	CITY CT STRAND SIDING
1/15/2015	12.57		MATLOCKGAS&EQUIPCO,INC	CITY CT HEATER PROPANE
12/18/2014	75.00		MINIT MARKET #414	FUEL-CITY PUMPS DOWN V366
12/22/2014	119.33		SAFFORD BLDG & ACE HDW	CITY CT RR WALL MATERIALS
12/23/2014	228.49		SAFFORD BLDG & ACE HDW	CITY CT ROOF MATERIALS
12/23/2014	125.97		POLLOCKS WESTERN	SAFETY BOOTS - JURADO
12/23/2014	12.57		MATLOCKGAS&EQUIPCO,INC	HEATER BUTANE

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12/24/2014	243.09		SAFFORD BLDG & ACE HDW	CITY CT ROOF SHEATING
12/29/2014	227.53		SAFFORD BLDG & ACE HDW	CITY CT TRUSS FILLERS
12/30/2014	102.09		SAFFORD BLDG & ACE HDW	CITY CT SINKERS, STUDS
12/30/2014	7.58		THE HOME DEPOT #0445	CITY CT PLY CLIPS
1/5/2015	29.26		SAFFORD BLDG & ACE HDW	CITY CT CIRC BLADES, DRILL BITS
1/6/2015	18.17		SAFFORD BLDG & ACE HDW	CITY CT JOIST NAIL
1/7/2015	53.50		SAFFORD BLDG & ACE HDW	REEL, PLUMB, BRICK RUB
1/15/2015	12.11		SAFFORD BLDG & ACE HDW	GRND CONN-AIR COMPRESSOR
12/18/2014	25.73		THE HOME DEPOT #0445	YD 2 SHELF BRACKETS
12/23/2014	143.42		SQ A 1 ENERGY	WHSE OIL HEATER REPAIR
12/23/2014	95.48		THE HOME DEPOT #0445	MUT KIOSK REPAIR
12/30/2014	149.99		LIGHTNING SHOE SHP	SAFETY BOOTS - THOMPSON
1/5/2015	30.51		SAFFORD BLDG & ACE HDW	CITY CT ROOF MATERIALS
1/6/2015	17.52		SAFFORD BLDG & ACE HDW	GLUE, CAULK-MUT SIGN
1/5/2015	79.00		ADVNC D AIR9284287425	MYOC AC REPAIR
1/8/2015	17.52		SAFFORD BLDG & ACE HDW	BLUE STAKE PNT-PRISON WELL
1/13/2015	85.58		THE HOME DEPOT #0445	FAN VENT, ROOF JKS, FLEX PIPE
12/22/2014	24.29		THE HOME DEPOT #0445	LIBRARY EXIT LIGHT BATTERY
12/23/2014	48.58		THE HOME DEPOT #0445	LIBRARY EXIT LIGHT BATTERY
12/30/2014	131.33		SAFFORD BLDG & ACE HDW	OUTLET AT PW OPS
1/6/2015	26.25		SAFFORD BLDG & ACE HDW	TOOL BAG
1/14/2015	28.26		SAFFORD BLDG & ACE HDW	4" HOLE SAW
1/13/2015	14.10		THE HOME DEPOT #0445	DISCONNECT BOX-UTILITIES SHOP
1/5/2015	15.14		SAFFORD BLDG & ACE HDW	GATOR MIRROR
1/5/2015	59.63		INT CMI QUICK COPY	CEMETERY BURIAL SLIP FORMS
1/6/2015	255.96		STOTZ EQUIPMENT	MOWER DRIVE BELT REPAIRS
1/6/2015	190.00		EASTERN ARIZONA COLLEG	GARDEN, LANDSCAPE CLASS
1/6/2015	5.23		NBS-EARIZONA SERVICE F	GARDEN, LANDSCAPE CLASS
12/18/2014	20.00		MINIT MARKET #414	FUEL-CITY PUMPS DOWN V149
12/24/2014	106.38		SAFFORD BLDG & ACE HDW	GLENN MEADOWS GRAFFITI REMOVAL
12/30/2014	9.25		SAFFORD BLDG & ACE HDW	GLENN MEADOWS GRAFFITI REMOVAL
1/12/2015	82.79		TRI COUNTY MATERIALS	TOP FILL - CEMETERY
12/18/2014	40.00		MINIT MARKET #414	FUEL-CITY PUMPS DOWN V372
1/5/2015	18.40		WAL-MART #1149	CHRISTMAS LIGHT STORAGE BINS
1/6/2015	5.23		NBS-EARIZONA SERVICE F	GARDEN, LANDSCAPE CLASS
1/6/2015	190.00		EASTERN ARIZONA COLLEG	GARDEN, LANDSCAPE CLASS
1/12/2015	928.39		SAFFORD BLDG & ACE HDW	14TH AVE FENCE POSTS
1/12/2015	-618.93		SAFFORD BLDG & ACE HDW	14TH AVE RET EXTRA LINE POSTS
1/12/2015	804.63		SAFFORD BLDG & ACE HDW	14TH AVE FENCE POSTS
1/13/2015	755.82		SAFFORD BLDG & ACE HDW	14TH AVE HDWRE, TOP RAILS
1/13/2015	909.95		SAFFORD BLDG & ACE HDW	14TH AVE HDWRE, TOP RAILS
1/14/2015	403.24		SAFFORD BLDG & ACE HDW	14TH AVE FENCE HARDWARE
1/14/2015	-80.61		SAFFORD BLDG & ACE HDW	MORE SOLD THAN IN STOCK
1/15/2015	49.46		SAFFORD BLDG & ACE HDW	PRUNING SAW, HOG RING
12/31/2014	117.25		ORTEGAS SHOES SAFFORD	SAFETY BOOTS - BEJARANO
12/18/2014	64.54		MINIT MARKET #414	FUEL-CITY PUMPS DOWN V158
12/18/2014	70.00		MINIT MARKET #414	FUEL-CITY PUMPS DOWN V143
12/18/2014	70.00		MINIT MARKET #414	FUEL-CITY PUMPS DOWN V140
12/18/2014	70.00		MINIT MARKET #414	FUEL-CITY PUMPS DOWN V155
12/18/2014	-3.17		MINIT MARKET #414	FUEL-CITY PUMPS DOWN V143
12/18/2014	-14.19		MINIT MARKET #414	FUEL-CITY PUMPS DOWN V140
12/18/2014	-11.92		MINIT MARKET #414	FUEL-CITY PUMPS DOWN V155
12/23/2014	1,354.84		PACIFIC CORRUGATED PIP	2ND AVE CULVERT
12/23/2014	1,440.07		PACIFIC CORRUGATED PIP	2ND AVE CULVERT
1/12/2015	2,579.25		UNITED RENTALS #018395	JUMP JK COMPATION 2ND AVE
12/23/2014	639.37		TRI COUNTY MATERIALS	NO SHRINK-2ND AVE CULVERT
12/23/2014	26.45		NCE	CHAIN SAW PARTS-RELATION ST
12/17/2014	806.36		TRI COUNTY MATERIALS	NO SHRINK-2ND AVE CULVERT
12/30/2014	84.67		TRI COUNTY MATERIALS	COLD MIX-ROSE LN, 11TH AVE
12/30/2014	378.71		MATLOCKGAS&EQUIPCO, INC	PROP-GRAVEYARD WASH BURN
12/31/2014	364.65		TRI COUNTY MATERIALS	5TH AVE, 9TH ST INTERSECT SAND
1/7/2015	20.87		SAFFORD BLDG & ACE HDW	BAND BOLTS-2ND AVE
1/7/2015	5.52		SAFFORD BLDG & ACE HDW	ALL THREAD-2ND AVE
1/8/2015	34.32		SAFFORD BLDG & ACE HDW	20TH AVE, 20TH ST PIPE
1/8/2015	827.58		TRI COUNTY MATERIALS	NO SHRINK-2ND AVE CULVERT

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Date	Amount of Purchase	Department Total Purchase	Vendor	Description of Purchase
1/14/2015	283.12		SAFFORD BLDG & ACE HDW	LUMBER-HEADWALL FORMS
1/14/2015	377.01		TRI COUNTY MATERIALS	CONCRETE/ROCK 2ND AVE
1/14/2015	405.22		SAFFORD BLDG & ACE HDW	PALISADES FLUSHING 6TH AVE
12/23/2014	39.38		SAFFORD BLDG & ACE HDW	CITY COURT WEDGE ANCHOR
12/31/2014	22.20		SAFFORD BLDG & ACE HDW	WK BOOT RUBBER TIPS (2)
1/5/2015	172.51		SAFFORD BLDG & ACE HDW	CITY COURT - LUMBER
1/5/2015	29.70		SAFFORD BLDG & ACE HDW	CITY COURT - LUMBER
1/6/2015	380.66		SAFFORD BLDG & ACE HDW	CITY COURT - UNDERLAYMENT
1/7/2015	50.19		SAFFORD BLDG & ACE HDW	CITY COURT-CHISEL,LUMBER
1/8/2015	79.74		SAFFORD BLDG & ACE HDW	CITY COURT-KNEE PADS, PENCILS
1/13/2015	8.06		SAFFORD BLDG & ACE HDW	CITY COURT-GALV NAILS
1/15/2015	46.92		SAFFORD BLDG & ACE HDW	BLADES,BITS,SCREWDRIVER GD
12/18/2014	24.22		MACKS AUTO SUPPLY	AIR HOSES,ELEC CABLES V20-354
1/6/2015	12.00		NCE	AIR FILTER V99-STR
1/7/2015	59.01		JOHNSON MOTORS	DOOR CHECK V13-102
1/7/2015	6.72		MERLE'S AUTO SUPPLY	TURN SIGNAL LIGHT V17-424
1/12/2015	5.85		MERLE'S AUTO SUPPLY	PRESS SWITCH V29-369
1/12/2015	34.01		EASTERN AZ AG CENTER	HYD HOSE V18-200
1/14/2015	59.72		MACKS AUTO SUPPLY	FUEL NOZZLE V99-WHSE
1/14/2015	11.39		MACKS AUTO SUPPLY	HITCH PIN V99-STR
1/15/2015	4.21		MACKS AUTO SUPPLY	TOGGLE SWITCH V19-604
12/22/2014	62.63		KEMPTON CHEV BUICK LTD	HEADLAMP SWITCH V13-143
12/29/2014	541.66		HARALSON'S TIRE CO	TWO TIRES V15-158
12/29/2014	42.23		MACKS AUTO SUPPLY	BRAKE PADS V13-336
1/5/2015	32.85		EMPIRE SAFFORD #17	TRANS OUTPUT SEAL V25-325
1/6/2015	1,015.81		HARALSON'S TIRE CO	FOUR TIRES V14-135
1/6/2015	72.75		MERLE'S AUTO SUPPLY	REAR BRAKE SHOES V14-135
1/5/2015	30.10		MACKS AUTO SUPPLY	THREAD REPAIR KIT V25-325
1/6/2015	14.22		MACKS AUTO SUPPLY	ALTERNATOR & IND BELT V27-127
1/8/2015	32.02		MACKS AUTO SUPPLY	WAPER BLADES V14-074
1/12/2015	49.86		MACKS AUTO SUPPLY	BRAKE PADS V13-043
1/12/2015	146.60		Freedom Ford	SEATBELT ASSY V15-158
12/22/2014	1,392.05		BALAR EQUIPMENT	WATER TANJK V17-335
12/17/2014	-119.34		VANGUARD TRUCK TUS PTS	BRAKE SHOE CORES V17-429
12/29/2014	74.81		Arizona Refuse Sales	HARNESS, BLADE SENSOR V17-417
12/30/2014	83.28		VANGUARD TRUCK TUS PTS	SWITCH V17-429
1/6/2015	281.58		MACKS AUTO SUPPLY	PROP SHAFT V14-029
1/7/2015	78.43		EMPIRE BLYTHE 49	AIR QUICK CONN V17-417
1/8/2015	40.13		PARTSTREE.COM	CHOP SAW FILTER PAPER V99-WTR
1/8/2015	368.02		MACKS AUTO SUPPLY	HYDRAULIC OIL V17-429
1/8/2015	423.54		BOULEVARD SERVICE LLC	TIRES V14-156
1/12/2015	195.64		MERLE'S AUTO SUPPLY	REAR BRAKE PARTS V13-338
1/12/2015	8.79		MERLE'S AUTO SUPPLY	THERMOSTAT V13-069
1/12/2015	3,474.32		Arizona Refuse Sales	VALVE, BODY HYDRAULIC V17-429
1/13/2015	2,468.57		EMPIRE BLYTHE 49	FAN CLUTCH PARTS V17-342
1/12/2015	120.64		MACKS AUTO SUPPLY	BRAKE ROTOR, PADS V13-338
1/12/2015	10.08		INDUSTRIAL ELECTRIC SE	BELTS FOR MIXER V99-CARP
1/13/2015	46.49		MACKS AUTO SUPPLY	SPLASH GUARDS V99-STR
1/14/2015	13.42		MERLE'S AUTO SUPPLY	AXLE STUD V17-342
1/15/2015	44.15		VANGUARD TRUCK TUS PTS	ANTENNA V17-429
1/15/2015	33.64		MACKS AUTO SUPPLY	CLEARANCE LIGHTS V17-429
12/19/2014	2,643.71		EMPIRE TUCSON - 02	#1 & #5 FUEL INJ REPLACED V26-411
12/18/2014	195.48		KIM'S WINDOW TINTING	RADIO V13-150
12/22/2014	2,831.40		VANGUARD TRUCK TUS PTS	REP ENG MISFIRE V17-424
12/23/2014	3.77		THE HOME DEPOT #0445	PIPE TO HOSE ADAPT V18-144
12/29/2014	309.00		ENGLAND & SON WELDING	REC HITCH INSTALL V13-180
12/30/2014	34.20		MACKS AUTO SUPPLY	ADAPT TRLR WIRE V13-180
12/31/2014	69.42		O'REILLY AUTO 00027524	FLOOR DRY
12/30/2014	70.58		MACKS AUTO SUPPLY	TRLR BRK CONTROL V13-180
1/7/2015	600.73		ALTEC CORPORATE 2	BOOM STOW LATCH V18-109
1/8/2015	13.58		MACKS AUTO SUPPLY	AIR FITTINGS
1/8/2015	915.27		L & D NEW CORP.	HOIST CYL REBUILD V22-306
1/8/2015	49.40		MACKS AUTO SUPPLY	ENERTY SHUT DWN SOLE V15-184
1/13/2015	35.58		EASTERN AZ AG CENTER	HYD HOSE V18-200
1/13/2015	296.54		Arizona Refuse Sales	HYD HOSE V17-429

**P-Card Report**  
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Date	Amount of Purchase	Department Total Purchase	Vendor	Description of Purchase
1/14/2015	116.01		MSC CLASS C	DRILL BITS, CABLE TIES
1/13/2015	68.35		MACKS AUTO SUPPLY	PAINT - HUMMER V99-SPD
1/15/2015	-8.58		EASTERN AZ AG CENTER	RETURN WRONG FITTING V18-377
1/15/2015	47.81		EASTERN AZ AG CENTER	HYD HOSE V18-377
1/19/2015	181.83		NEXGEN	ORGANIC DEGREASER
		\$45,135.81		
<b>Utilities</b>				
12/27/2014	28.50		VERIZON WRLS W4615-01	cell phone case
1/15/2015	250.00		SWANA	annual membership renewal
12/18/2014	-24.99		OFFICE DEPOT #5101	refund-reimbursed for prior order charged in error
1/6/2015	1,037.91		TRI COUNTY MATERIALS	abc, sand bedding - uofa pipeline
1/14/2015	514.46		MISSION LINEN	dec uniform rental - water dept
1/14/2015	94.50		MISSION LINEN	dec uniform rental - gas dept
1/14/2015	57.85		MISSION LINEN	dec uniform rental - landfill dept
1/16/2015	640.55		AMERIPRIDE SERVICES	dec uniform rental - elec dept
1/19/2015	820.04		EASTERN ARIZONA COURIE	no digging - blue stake ad
12/22/2014	1,476.56		WSTRN REF WHOLESALE LL	FUEL FOR LANDFILL EQUIPMENT
12/22/2014	1,677.97		WSTRN REF WHOLESALE LL	FUEL FOR LANDFILL EQUIPMENT
1/2/2015	72.00		SQ SCARBOROUGH PUMPIN	OCT PORTA-JOHN SERVICE LANDFILL
1/8/2015	1,916.29		WSTRN REF WHOLESALE LL	FUEL FOR LANDFILL EQUIPMENT
1/12/2015	11.47		WM SUPERCENTER #1149	LABELS, POST IT FLAGS, FILE BANDS NOT @ WH
1/12/2015	359.35		MATLOCKGAS&EQUIPCO,INC	fuel for landfill equipment & labor to fix tank & trailer
1/13/2015	19.93		WM SUPERCENTER #1149	water for scalehouse
1/13/2015	7.06		SAFFORD BLDG & ACE HDW	hand weeder - truck 156 stock
12/30/2014	56.40		MINIT MARKET #414	truck 391 fuel - MYOC gas pump down
12/22/2014	545.62		TRI COUNTY MATERIALS	abc & sand bedding - uofa pipeline
1/5/2015	345.79		TRI COUNTY MATERIALS	abc - uofa pipeline
1/7/2015	674.06		TRI COUNTY MATERIALS	abc - uofa pipeline
1/8/2015	639.30		TRI COUNTY MATERIALS	abc - uofa pipeline
1/12/2015	835.84		TRI COUNTY MATERIALS	abc & sand bedding - uofa pipeline
1/13/2015	519.38		TRI COUNTY MATERIALS	abc & sand bedding - uofa pipeline
1/14/2015	633.38		TRI COUNTY MATERIALS	abc - uofa pipeline
1/16/2015	587.09		TRI COUNTY MATERIALS	abc & sand bedding - uofa pipeline
12/22/2014	72.50		SUPER STOP #604	truck 122 fuel - MYOC gas pump down
12/23/2014	340.21		SAFFORD BLDG & ACE HDW	primer, chop saw - weld shop
12/29/2014	22.28		SAFFORD BLDG & ACE HDW	pvc fittings - meter install
12/30/2014	180.37		TRI COUNTY MATERIALS	abslurry - 7th ave & main st
12/30/2014	21.19		SAFFORD BLDG & ACE HDW	fasteners - sign shop material
12/30/2014	90.20		CHEVRON 0200831	truck 122 fuel - MYOC gas pump down
12/30/2014	318.06		SAFFORD BLDG & ACE HDW	1 1/2 hollow square iron qty 3 12" lightstone propane qty 6 - sign shop material
12/31/2014	35.07		SAFFORD BLDG & ACE HDW	12' Lightstone propane qty 1 - sign shop material
1/5/2015	19.17		SAFFORD BLDG & ACE HDW	rod storage - truck 122 stock
1/7/2015	135.85		POLLOCKS WESTERN	safety boots - Nathan Estes
1/8/2015	15.13		SAFFORD BLDG & ACE HDW	fittings and adapters - meter install
1/15/2015	8.93		MACKS AUTO SUPPLY	elctrode holder - truck 122 stock
12/30/2014	3.25		SAFFORD BLDG & ACE HDW	propane cylinder - truck 128 stock
1/14/2015	59.00		SHELL OIL 57443218706	truck 128 fuel - MYOC gas pump down
1/3/2015	8.84		CIRCLE K 00419	reimbursed to city Receipt #1142
12/22/2014	71.55		MINIT MARKET #414	truck 179 fuel - MYOC gas pump down
12/30/2014	87.61		JAYS CONSTRUCTION INC	materials & labor to replace flappers and fill valve
1/1/2015	128.45		EREPLACEMENTPARTS.COM	jaw vise and handle - truck 156 stock
1/2/2015	150.00		SQ SCARBOROUGH PUMPIN	nov & dec port-a-pot rental
1/7/2015	212.75		EREPLACEMENTPARTS.COM	spare 8" chain vise
1/13/2015	88.76		IN SAFE-ENTRY TECHNIC	gas detector testing & calibration
12/22/2014	50.00		CHEVRON 0200831	truck 148 fuel - MYOC gas pump down
1/5/2015	43.42		VERIZON WRLS W4615-01	charger for cell phone
12/18/2014	100.00		SHELL OIL 57443218706	truck 124 fuel - MYOC gas pump down
12/29/2014	246.76		TRI COUNTY MATERIALS	abc - MYOC yard
1/1/2015	52.09		THE HOME DEPOT #0445	pipe insulation
1/1/2015	24.82		THE HOME DEPOT #0445	heat gun
1/7/2015	8.36		SAFFORD BLDG & ACE HDW	key, drill bit
12/30/2014	62.48		TRI COUNTY MATERIALS	abc - MYOC yard
1/13/2015	84.88		TRI COUNTY MATERIALS	non shrink backfill - 14th Drive
1/15/2015	29.31		UNITED RENTALS #018395	fire nozzle -MYOC yard

**P-Card Report**  
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Date	Amount of Purchase	Department Total Purchase	Vendor	Description of Purchase
12/19/2014	15.50		FORESTRY SUPPLIERS	beaver lure - bonita creek
12/15/2014	51.24		FORESTRY SUPPLIERS	beaver traps - bonita creek
12/22/2014	25.00		CHEVRON 0200831 Q61	truck 129 fuel - MYOC gas pump down
12/30/2014	30.01		CHEVRON 0200831	truck 129 fuel - MYOC gas pump down
12/31/2014	11.41		SAFFORD BLDG & ACE HDW	hillman fasteners and chain - bonita creek
1/5/2015	161.78		CABELA'S PROMOTIONS IN	waders- bonita creek
12/18/2014	75.00		SUPER STOP #604	truck 125 fuel - MYOC gas pump down
12/30/2014	275.12		TRI COUNTY MATERIALS	sand bedding - MYOC yard
1/5/2015	13.10		SAFFORD BLDG & ACE HDW	sockets - truck 125 tool stock
1/14/2015	106.10		TRI COUNTY MATERIALS	psi - fry creek, daley estates
1/15/2015	25.46		TRI COUNTY MATERIALS	sand bedding - MYOC yard
1/7/2015	50.06		CHEVRON 0200831	truck 164 fuel - MYOC gas pump down
1/7/2015	199.10		AUTOMOTIVE WORKWEAR IN	flame resistant coveralls
1/15/2015	124.30		EXPEDIA 195468155883	1 night lodging, natural gas invitaion-mesa, az
12/18/2014	58.26		MINIT MARKET #414	truck 288 fuel - MYOC gas pump down
1/14/2015	8.13		MACKS AUTO SUPPLY	flashlight - truck 288 stock
12/23/2014	150.00		POLLOCKS WESTERN	safety boots - Paul John
12/30/2014	16.14		SAFFORD BLDG & ACE HDW	screwdriver
1/12/2015	457.64		KEMPTON CHEV BUICK LTD	6 extra keys for truck 288
12/22/2014	29.00		CIRCLE K 00419	truck 132 fuel - MYOC gas pump down
12/31/2014	54.95		MACKS AUTO SUPPLY	laquer thinner - clean traps - bonita creek
1/7/2015	16.03		SAFFORD BLDG & ACE HDW	corner brace & hillman fasteners
1/5/2015	17.53		SAFFORD BLDG & ACE HDW	wrench - meter changeouts
1/5/2015	11.67		SAFFORD BLDG & ACE HDW	drill bit, fasteners and pipe strap - truck 171 stock
1/5/2015	56.30		SAFFORD BLDG & ACE HDW	screwdrivers for meter changeouts
1/12/2015	5.04		SAFFORD BLDG & ACE HDW	screwdriver for meter changeouts
12/24/2014	21.59		WAL-MART #1149	office supplies, planners
12/31/2014	4.54		SAFFORD BLDG & ACE HDW	bushings - truck 171 stock
1/12/2015	43.43		BIG 5 SPORTING GOODS 4	chair Qty 1 for meter changeouts
1/15/2015	86.86		BIG 5 SPORTING GOODS 4	chairs Qty 2 for meter changeouts
1/15/2015	15.20		WAL-MART #1149	truck stock - duffle bag
1/9/2015	625.91		SKARSHAUG TESTING LAB	gloves, sleeves cleaned and tested, and replaced
1/6/2015	22.11		CITY ELECTRIC SUPPLY#3	splicing tape and compression lug
1/8/2015	34.26		CITY ELECTRIC SUPPLY#3	repair parts for casctus booster compressor controls
1/15/2015	33.31		SAFFORD BLDG & ACE HDW	cord caps Qty 2 for police cameras
1/15/2015	51.51		THE HOME DEPOT #0445	cord caps Qty 3 for police cameras
		\$19,550.19		
<b>Warehouse</b>				
12/20/2014	99.33		Amazon.com	INV-3 streamlight battery sticks 20175
12/22/2014	26.30		CHEVRON 0098175	fuel for 13-005 milage 65620
12/23/2014	1,105.86		SAFFORD BLDG & ACE HDW	INV-2 diamond asphalt blade 18"
12/23/2014	384.17		UNITED RENTALS #018395	INV-4 twine-9 shoval trench-4 marking wands-1 gas can 2 gallon
12/23/2014	510.20		SAFFORD BLDG & ACE HDW	INV-20 cooler 5 gallon
12/23/2014	2,579.25		UNITED RENTALS #018395	1 multigrip rammer
12/30/2014	303.32		SAFFORD BLDG & ACE HDW	INV-70 premix
12/29/2014	4,238.36		AMERICAN SOLUTIONS4 BU	INV-40 envelops window tinted
12/30/2014	300.05		SWIFT OFFICE SOLUTIONS	INV-1 shredder
1/5/2015	253.08		UNITED RENTALS #018395	INV-3 gas cans 1 gallon-20 flags red
1/6/2015	1,267.68		NW PUMP & EQUIP PHOENI	fuel chip encoder (defective - to be retrned)
1/8/2015	103.44		UNITED RENTALS #018395	INV-75 cutting disk 4"
1/8/2015	638.11		UNITED RENTALS #018395	INV-6 straps 27'-3 construction wrench-6 lineman pliers
1/9/2015	358.88		ALL-BATTERY.COM	INV-250 batteries cr123a lithium
1/9/2015	1,584.00		HILL BROTHERS CHMCL AR	INV-12 chlorine 150# cylinder
1/13/2015	924.88		SAFFORD BLDG & ACE HDW	INV-50 boxes if shop towles-4 torpedo level-6 paint brush-6 leaf rake-4 wrench 10" adj-6 us flag-24 pinesol(to be returned)-4 simple green-12 svrub sponge-10 caution tape-4 wrench 18" adj-8 screwdriver 8"
1/13/2015	378.00		BATTERY JUNCTION	INV-240 batteries AA lithium
1/15/2015	323.91		SAFFORD BLDG & ACE HDW	INV-24 returned pinesol(too small of container)-24 pinesol-2 wratchet 1/2"-2 ratchet 3/8"
1/15/2015	435.00		VISTA SERVICE STATION	unleaded fuel pump service.
12/20/2014	321.06		SOUTHWESTERN BG INC	INV-3 Syn ATF
12/22/2014	210.58		BORDER STATES ELECTRIC	INV-150 conduit 2"-150 conduit 1'-67 coupling pvc 2"-coupling 1'
12/23/2014	364.83		MERLE'S AUTO SUPPLY	INV-39 auto filters-2 auto batteries
12/9/2014	497.23		1000BULBS.COM	INV-36 light bulbs 250 watt
12/24/2014	211.35		MERLE'S AUTO SUPPLY	INV-3 auto filters-3 auto batteries
12/23/2014	311.20		MACKS AUTO SUPPLY	INV-6 antifreeze-4 atv clear-4 def-30 grease cart.
1/1/2015	236.27		WIST SUPPLY EQUIPMENT	INV-12 binder-27 binder clips-1 tape dispenser-24 steno books-6 pks of tape-6 pks of high lighters-4 liquid high lighter-4 pencils-20 pks of pens-6 blk marker pks

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for the month of December 2014  
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Date	Amount of Purchase	Department Total Purchase	Vendor	Description of Purchase
1/7/2015	495.07		MACKS AUTO SUPPLY	INV-2 act bottles-5 oxy bottles
1/8/2015	37.79		MACKS AUTO SUPPLY	INV-10 wiper blades
1/12/2015	9.68		MERLE'S AUTO SUPPLY	INV-3 auto filters-3 auto batteries
1/14/2015	16.19		WM SUPERCENTER #1149	INV-3 two cycle oil mix
1/14/2015	161.57		CITY ELECTRIC SUPPLY#3	INV-100 couplings 45 degree-2 pvd caps
1/14/2015	25.90		WAL-MART #1149	1 mop and heads-3 mouse traps
1/14/2015	83.54		CITY ELECTRIC SUPPLY#3	overland relay heaters
1/14/2015	218.52		CLEAN IT SUPPLY	INV-36 saffey glasses tinted
1/16/2015	103.69		MERLE'S AUTO SUPPLY	1 unleaded fuel nozzle
12/19/2014	-13.10		PARISH MAINT SPLY CORP	INV-credit for degreaser over charge
12/23/2014	60.83		ZORO TOOLS INC	INV-1 fire ext bracket-2 caster kits
1/1/2015	110.55		MSC CLASS C	INV-36 marking paint white
1/6/2015	167.33		MSC CLASS C	INV-24 citrol solve
1/6/2015	282.00		GEOTHERMALT	INV-3 cold rings
1/8/2015	114.72		Amazon.com	INV-3 long gas lighters
1/8/2015	206.06		MYTANA MFG. CO., INC.	sewer camera repair
1/8/2015	508.37		SERVICE CASTER CORPORA	INV-20 casters w/brakes
1/14/2015	67.67		AIRGAS WEST	INV-7 safety glasses readers
1/14/2015	3,033.85		AIRGAS WEST	INV-144 traffic cones
1/13/2015	44.85		MISSION LINEN	uniforms for Erin, Cadre and Mickey
1/14/2015	215.65		MSC CLASS C	INV-24 brake cleaner-12 citrol solve-18 marking paint
1/18/2015	15.25		UPS ADJ00176712450351	shipping for street department
1/17/2015	16.73		UPS 1Z3TK2950395009015	shipping for street department
1/17/2015	9.71		UPS 1Z3TK2960395029813	shipping for mechanic shop
1/16/2015	76.14		MOUNTAIN STATES PIPE &	INV-24 marking paint
		\$24,034.90		
		<u>\$ 127,137.49</u>		



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**CITY COUNCIL COMMUNICATION**

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**TO:** Mayor and Council  
**FROM:** Dustin Welker, Planning and Community Development Director  
**SUBJECT:** Ponderosa Aviation Lease Agreement Renewal  
**DATE:** Monday, March 23, 2015 at 6:00 p.m.

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**Purpose and Recommended Action:** Discuss and approve an FBO Lease Agreement renewal with Ponderosa Aviation.

**Background:** Ponderosa Aviation and the City of Safford entered into an FBO Lease Agreement on April 1, 2012 and Ponderosa has performed satisfactorily to the agreement. On December 22, 2014 the FBO Lease Agreement was assigned under the same entity but to a new owner, Dr. Rex Bryce. Dr. Bryce has expressed interest in renewing the lease but has also proposed changes to the lease.

**Analysis:** The proposed changes reflected in the attached lease are agreeable and mutually beneficial to Ponderosa Aviation and the City of Safford. The renewed lease agreement will provide Ponderosa Aviation the opportunity to grow their business and in turn bring more business and activity to the Safford Regional Airport.

**FBO LEASE AGREEMENT  
Safford Regional Airport**

THIS AGREEMENT is made effective April 1, 201~~2~~<sup>5</sup>, by and between the City of Safford, hereinafter referred to as "CITY" and Ponderosa Aviation Inc. hereinafter referred to as "FBO".

WITNESSETH:

WHEREAS, CITY now owns, controls and operates the Safford Regional Airport, hereinafter referred to as "Airport" in Graham County, Arizona.

WHEREAS, Fixed Base Operation (FBO) services are essential to the proper accommodation of general aviation at the airport; and

WHEREAS, CITY previously advertised for Request for Proposals (RFP) for FBO services at the airport; and

WHEREAS, CITY deems it advantageous to itself and to its operation of the Airport to grant unto FBO certain rights, privileges and uses therein, as necessary to conduct its fixed base operation as hereinafter set forth.

NOW THEREFORE, and in consideration of these premises and the mutual promises and covenants of the parties hereto, it is agreed as follows:

ARTICLE I  
TERM

- A. ~~The term of this Agreement shall be for a period of three (3) years, commencing on April 1, 2012 and ending on March 30, 2015, unless terminated earlier under the provisions of this Agreement. This Lease Agreement will be automatically renewed for three (3) additional years in accordance with and acceptance of the terms and conditions herein specified.~~ The term of this Agreement shall be for the period of five (5) years, commencing April 1, 2015 and ending on March 31, 2020, unless terminated earlier under the provisions of this Agreement. This Agreement will then be automatically renewed for five (5) additional years in accordance with and acceptance of the terms herein specified. Such renewal of this Lease Agreement shall be conditional upon the satisfactory performance by it during the term of this Lease Agreement as determined by the CITY.

- B. Both parties shall have the option to negotiate changes in this lease if FBO exercises its option to renew.

ARTICLE II  
RIGHTS AND OBLIGATIONS OF LESSEE

- A. REQUIRED SERVICES: FBO is hereby granted the non-exclusive privilege to engage in and FBO agrees to engage in the business of providing the following services:
1. FBO shall maintain vehicle mounted fuel storage and dispensing tank(s) upon the airport property which shall be adequate for the purposes herein described in accordance with the approval of CITY.
  2. FBO shall maintain an adequate supply of aviation fuel and lubricants in the storage tanks located on premises to meet the reasonable demands for aviation fuels, lubricants.
  3. FBO shall endeavor to provide fuel to customers at a fair and equitable price. FBO shall regularly scan competing General Aviation airports in the region to ensure fair and competitive pricing for our resident planes and transient flyers. Current pricing should always be posted on the Air Nav Site.
- B. AUTHORIZED SERVICES: In addition to the services required to be provided by FBO as described herein above, FBO is authorized, but not required, to provide the following services and to engage in the following activities:
1. **Apron service's including loading and unloading of passengers, baggage, mail and freight; and providing of ramp equipment and ramp service's such as repositioning of aircraft on the ramp, aircraft cleaning and other services for commercial operators and other persons or firms.**
  2. Special flight services, including aerial sightseeing, aerial advertising, and aerial photography.
  3. The sale of new and used aircraft.
  4. Flight training.
  5. Aircraft rental.
  6. Aircraft charter operations, conducted by FBO or a subcontractor of FBO in accordance with applicable Federal Aviation Regulations.

7. Collect transient tie-down fees of \$5/night.

- C. OPERATING STANDARDS: In providing any of the required and/or authorized services or activities specified in this Agreement, FBO shall operate for the use and benefit of the public and shall meet or exceed the following standards:
1. FBO shall furnish service on a fair, reasonable and non-discriminatory basis to all users of the Airport. FBO shall furnish good, prompt and efficient service adequate to meet all reasonable demands for its services at the Airport. FBO shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service provided, however, FBO may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
  2. FBO shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees, registrations, and assessments lawfully levied or assessed upon the premises or property at any time situated therein and thereon. FBO may, however, at its sole expense and cost, contest any tax, fee or assessment as provided by Arizona law.
  3. FBO shall comply with all federal, state and local laws, rules and regulations which may apply for the storage and dispensing of aviation fuels and to the **conduct of the business's contemplated, including rules and regulations** promulgated by CITY and FBO shall keep in effect and post in a prominent place all necessary and/or required licenses or permits.
  4. FBO shall keep and maintain the leased premises in good condition and order, and shall surrender the same upon the expiration of this Agreement, in the condition in which they are required to be kept, reasonable wear and tear and damage by the elements **not caused by FBO's negligence excepted.**
  5. FBO shall maintain and operate all facilities associated with the storage of **FBO's petroleum products, chemicals, or other products located only within** the Fuel and Airport Maintenance Equipment Storage Area leased premises described by Article II, paragraph A of this Agreement, in compliance with **all Federal and State laws. Any new fuel tank installations installed on FBO'S** leased Fuel and Airport Maintenance Equipment Storage Area shall require the permission of the CITY and shall be above ground storage tanks and shall comply with Uniform Fire Code provisions as administered by State **Fire Marshal's Office and all applicable Federal rules.**

6. All Hazardous Materials must be appropriately labeled and stored. In the event that a hazardous material spill occurs on the leased property or on CITY owned airport premises, it is the responsibility of the FBO to have the spill cleaned up according to State and Federal Laws and Regulations. FBO is aware that there are significant penalties for improperly disposing of wastes or submitting false information, including the possibility of fine and imprisonment for knowing violations.
- D. NON EXCLUSIVE RIGHT: It is not the intent of this Agreement to grant to FBO the exclusive right to provide any or all of the services described in this article at any time during the term of this Agreement. CITY reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which may be similar in part or in whole to those granted to FBO. However, CITY does covenant and agree that:
1. It shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the Airport;
  2. Any other operator of aeronautical endeavors or activities will not be permitted to operate on the Airport under rates, terms or conditions which are more favorable than those set forth in this Agreement;
  3. It will not permit the conduct of any aeronautical endeavor or activity at the Airport except under an approved lease and operating agreement.

ARTICLE III  
APPURTENANT PRIVILEGES

- A. USE OF AIRPORT FACILITIES: In connection with this Agreement, FBO shall have full access, together with its employees and invitees, its sub-lessees and their employees, without charge, to and from the leased premises, and to and from all public spaces and facilities on the airport including the use of landing areas, runways, taxiways, and aircraft parking areas designated by the CITY.

ARTICLE V  
PAYMENTS

- A. RENTS & FEES: In consideration of the rights and privileges granted by this Agreement, FBO agrees to pay to CITY during the term of this Agreement the following:
1. FEES: ~~FBO shall collect a fuel flowage fee and pay to the CITY the amount per gallon set by the CITY from time to time for all aviation fuels sold by~~

~~FBO, including fuels used by FBO in its own operations.~~ FBO shall collect a fuel flowage fee which shall be paid to the City of \$0.08/gallon for Jet A and \$0.06/gallon for 100LL fuel sold. Fuels used by planes owned or leased by Ponderosa Aviation shall be subject to a flowage fee of \$0.04/gallon for Jet A and \$0.03/gallon for 100LL. These amounts shall be fixed for the term of the agreement. Fuel flowage fees shall be collected regardless of when such activity occurred during the calendar year and also with no regard to where the re-fueling operation occurred, for example on airport or off airport premises.

B. PAYMENTS:

1. The fees specified ~~in ARTICLE VI, Paragraph A.2~~ above shall be paid to the CITY on or before the tenth (10<sup>th</sup>) day of each month following the month in which fees were paid to FBO. FBO shall keep true and accurate records, which shall show the total gallonage of aviation fuels used. With the payment of the charges specified in this paragraph, FBO shall submit a report of gallonage ~~using Exhibit "C" on a form agreeable to both parties.~~

- C. RECORDS: In addition to records and reports required by Paragraph B.1 above, FBO shall provide and maintain accurate records of retail fuel sales and adjusted gross receipts derived under this Agreement, for a period of three (3) years from the date the record is made. The CITY or its duly authorized representative shall have the right at all reasonable times during business hours **to audit the books, records, and receipts of FBO, and to verify FBO's fuel sales and adjusted gross receipts and tie down fees collected.**

- D. DISPUTES: In the event that any dispute may arise as to fuel sales collected, ~~the amount claimed due by the CITY shall be paid forthwith~~ the dispute shall be submitted to a Certified Public Accountant, agreeable to both parties, who shall determine the rights of the parties hereunder to conformity with generally accepted accounting principles. The fees due said accountant for such service shall be paid by the unsuccessful party, or in the event the determination is partially in favor of each party, the fee shall be borne equally by the parties.

ARTICLE VI  
UTILITIES

Except for utilities furnished for Airport security lighting by the CITY, FBO shall assume and pay for all costs or charges for utility services furnished to FBO during the term of this Agreement.

ARTICLE VII  
INSURANCE

- A. REQUIRED INSURANCE: FBO shall obtain and maintain continuously in effect at all times during the term of this **Agreement, at FBO'S sole expense**, Public Liability and Property Damage insurance with limits of not less than One Million Dollars (\$1,000,000) for injury to or death of any one person, subject to a limitation of not less than Two Million Dollars (\$2,000,000) for all persons injured or killed in the same accident and with limits of not less than One Million Dollars (\$1,000,000) for damage to and destruction of property as the result **of any injury or damage caused by FBO'S negligence in its operations under** this Lease. The FBO's insurance policy shall name the City and its officers, officials and employees as an additional insured, shall be primary to any other insurance maintained by the City, shall not be cancelled without at least thirty (30) days prior written notice to City and shall contain a waiver of subrogation against the City and its officers, officials and employees.
- B. NOTICE: CITY agrees to notify FBO in writing as soon as practicable of any claim, demand or action arising out of an occurrence covered hereunder of which CITY has knowledge, and to cooperate with FBO in the investigation thereof.

#### ARTICLE VIII INDEMNIFICATION

FBO will indemnify and hold the CITY harmless from any loss, liability or expense for injury to or death to any person, or loss or destruction of any property caused by **FBO'S negligent use or occupancy of the Leased Premises**, except a loss, liability or expense caused by the sole negligence or sole willful misconduct of the CITY, its agents or employees. FBO hereby expressly waives any and all claims against the CITY for compensation for any and all losses or damage sustained by reasons of any defect, deficiency or impairment of any electrical service system, or electrical appliances or wires serving the Leasehold of FBO or any water, gas or other utility system serving the Leasehold of the FBO.

#### ARTICLE IX LESSEE AS INDEPENDENT CONTRACTOR

In conducting its business hereunder, FBO acts as an independent contractor and not as an agent of CITY. The selection, retention, assignment, direction and payment of **FBO'S employees, if any**, shall be the sole responsibility of FBO. FBO shall at all times during the term of this Agreement maintain Workers Compensation Insurance on its employees directly related to the operation of the FBO. Copy of Workers Compensation Certificate of Insurance shall be provided to the CITY.

#### ARTICLE X

## ASSIGNMENT

FBO shall not, in any manner, directly or indirectly, assign, transfer or encumber this Lease and concession agreement or any portion thereof, or interest therein, or sublet or sublease the whole or any part of the premises or facilities let to it, nor license the use of same, in whole or in part, by any other person, firm or corporation, without the written consent of the CITY; provided that the foregoing shall not prevent the assignment of this Lease and concession agreement to any corporation with which FBO may merge or consolidate, or which may succeed to the authorized under the concession granted herein at the Airport.

This Lease and concession agreement shall be binding upon and shall inure to the benefit of the successors, heirs and assigns of the parties hereto.

## ARTICLE XI NON-DISCRIMINATION

FBO, its agents and employees shall not discriminate against any person or class of persons by reason of race, color, creed or national origin in providing any services or in the use of any of its facilities provided for the public, in any manner prohibited by the applicable Federal Aviation Regulations.

## ARTICLE XII DEFAULT AND TERMINATION

- A. TERMINATION BY LESSEE: This Agreement shall be subject to termination by FBO in the event of any one or more of the following events:
1. The abandonment of the Airport as an airport or airfield for any type, class or category of aircraft.
  2. The default by CITY in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of CITY to remedy or undertake **to remedy, to FBO'S satisfaction, such default within a period of thirty (30) days** after receipt of written notice from FBO to remedy same.
  3. Damage to or destruction of all or a material part of the premises or airport **facilities necessary to the operation of FBO'S business.**
  4. The lawful assumption by the United States, or any authorized agency thereof, of the operation, control or use of the airport, or any substantial parts thereof, in such a manner to restrict FBO from conducting business operations for a period in excess of ninety (90) days.

5. Ponderosa may terminate this Agreement upon providing one hundred and twenty (120) days written notice to the City Manager.

B. TERMINATION BY LESSOR: This Agreement shall be subject to termination by CITY in the event any one or more of the following events:

1. The default by FBO in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of FBO to remedy, or undertake **to remedy, to CITY'S satisfaction, such default within a period of thirty (30) days** after receipt of written notice from CITY to remedy same.
2. FBO files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of FBO and such receivership is not vacated within thirty (30) days after the appointment of such a receiver.
3. Arizona legislative of CITY action which would cause the CITY to abandon, close, or otherwise discontinue operating the airport.

C. EXERCISE: Exercise of the rights of termination set forth in Paragraphs A and B above shall be by notice to the other party within thirty (30) days following the event giving rise to the termination.

D. REMOVAL OF PROPERTY: Upon termination of this Agreement for any reason, FBO, at its sole expense, shall remove from the premises all signs, trade fixtures, furnishings, personal property, equipment and materials which FBO was permitted to install or maintain under the rights granted herein. If FBO shall fail to do so within ~~thirty (30)~~ **one hundred and twenty (120)** days, then CITY may effect such **removal or restoration at FBO'S expense, and FBO agrees to pay CITY such expense** promptly upon receipt of a proper invoice therefor.

E. CAUSES OF BREACH; WAIVER:

1. Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not apply to failures by FBO to pay fees, rents, or other charges to CITY.
2. The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach,

violation or default in or with respect to the same or any other covenant or condition hereof.

ARTICLE XIII  
MISCELLANEOUS PROVISIONS

- A. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.
- B. SEVERABILITY: If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- C. NOTICES: All notices shall be sent to:

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Horatio Skeete, City Manager  
City of Safford  
P.O. Box 272  
Safford, AZ 85548  
928-432-4011

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Rex D. Bryce  
Ponderosa Aviation, Inc.  
4500 Aviation Way  
Safford, AZ 85546  
928-428-7820

ATTEST:

APPROVED AS TO FORM:

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Georgia Luster, MMC  
City Clerk

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William J. Sims, III  
Interim City Attorney



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## CITY COUNCIL COMMUNICATION

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**TO: Mayor and Council**  
**FROM: Horatio Skeete, City Manager**  
**SUBJECT: Five-year Revenue Forecast**  
**DATE: Monday, March 23, 2015 at 6:00 p.m.**

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### **Purpose of a Five-Year Revenue Forecast:**

As part of the annual budget process, a five-year revenue forecast is prepared for each of the major operating funds. This forecast serves two purposes: 1) provide a long-term view of current budget decisions and 2) provide an estimate of and an indication on how we are doing towards building the appropriate level of fund balance per our policy. The best revenue forecasting practice calls for realistic yet conservative revenue estimates.

The forecasts include the City's General Fund and all of the Enterprise and Special Revenue Funds. The forecasts for the Enterprise Funds include the Electric, Gas, Water, Sewer, and Landfill Funds. The Special Revenue Fund forecasts include the Street/Highway User Revenue Funds (HURF).

Unlike the General Fund, where the revenues are primarily unrestricted and can be used for any governmental purpose, revenues earned within the Enterprise and Special Revenue Funds are restricted to the specific activities related to the fund's purpose. The Enterprise Funds are primarily supported through user fees or charges for services and operate much like a business. The Special Revenue Funds each have dedicated revenue sources which determine the level of expenditures or activities within the specific fund. To help in analyzing the revenue information provided, it is important to understand the methodology used to prepare the forecast. Inherent in any forecast are normal revenue and expenditure growth assumptions.

Additionally, the approach taken to develop the revenue forecast assumes a continuation of all services at current levels and consistency with financial policies. It is important to note that the forecasted revenues would be used to develop the annual zero base budget. Included in those expenditures would be a contingency not greater than 5% of the overall budget to cover unforeseen expenditure. An amount would also be set aside (budgeted) towards the fund balance this amount may vary from between 5%-15% depending on the current strength of each fund.

**Forecast Methodology:**

The City's General and Special Revenue Funds are primarily supported by taxes. Therefore, actual revenue recognized in these funds is dependent upon the local and state economies. Enterprise Funds are primarily supported by user fees and revenues which are mostly dependent upon rates established by the City and demand for services. On some occasions, a higher demand for service could result in increased revenues and greater fund balance. On other occasions, the slightest increase in demand could increase operating cost to the extent that a change in the rate structure becomes necessary.

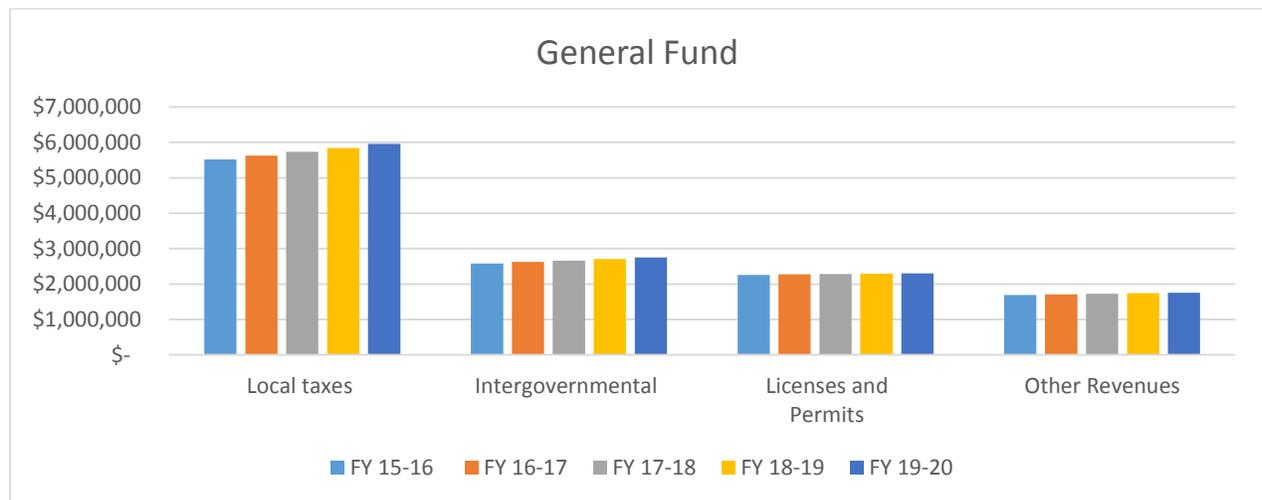
The General and Special Revenue Funds forecasts assume modest improvement in local and state economies with average transaction privilege tax (sales tax) growth at the City level in fiscal years 2016-17 at the 2% per year level. In 2018 the forecast is higher at 5% in anticipation of the Lone-Star FMI Mine expansion and then back to the more stable steady growth rate of 2%. To develop the state shared revenues forecast, we used the Joint Legislative Budget Committee long range growth projection for the state of 4.75% and discounted it by 35% to stick with our conservative approach towards budgeting state shared revenues. All other local revenues were budgeted to show an increase of approximately 1% per year.

Revenue growth in the Enterprise Funds does not assume any rate adjustments in the five-year forecast period; however, they do assume an increase of one-half of one percent (0.5%) per year due to new customers. It should be noted however, that rate studies should be conducted to determine the necessity of rate adjustments within the five-year forecast period. The exception to this is the Electric Fund where we know with certainty that the customer base will increase by at least 17.3% with the expansion of the service territory. A quick review of the Electric Fund and the current fuel surcharge rate is being conducted, and a recommendation will be made later in the budget process if changes are needed to maintain a stable fund balance.

**General Fund:**

As stated previously, the ongoing operating revenues assume a continuation of the current service levels, contractual obligations, moderate revenue growth and controlling operating costs. General Fund City sales tax **revenues** are forecasted to increase an average of 2.6% over the 5-year period. State-shared sales and income taxes are anticipated to increase by an average of 3.0% per year; this amount is 35% below the October 7, 2014 Joint Legislative Budget Committee’s (JLBC), and Financial Advisory Committee projections. Finally, the growth rates for the other General Fund revenues assume increases between 1% per year.

	FY 13-14 Actual	FIVE-YEAR FORECAST							
		FY 14-15		Forecast					
		Budget	Est. Actual	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	
GENERAL FUND	\$	\$	\$	\$	\$	\$	\$	\$	
<b>Local</b>									
City sales tax	5,011,255	4,879,000	4,920,071	5,018,472	5,118,842	5,374,784	5,221,219	5,325,643	
Bed tax	418,907	293,000	221,500	225,930	230,449	241,971	235,058	239,759	
General property tax	228,994	230,486	267,988	270,668	273,375	276,108	278,869	281,658	
<b>Total local taxes</b>	<b>5,659,156</b>	<b>5,402,486</b>	<b>5,409,559</b>	<b>5,515,070</b>	<b>5,622,665</b>	<b>5,892,863</b>	<b>5,735,146</b>	<b>5,847,060</b>	
<b>Intergovernmental</b>									
State shared sales taxes	832,651	847,112	827,384	839,216	851,216	863,389	875,735	888,258	
State shared income taxes	1,066,252	1,158,000	1,351,027	1,370,347	1,389,943	1,409,819	1,429,979	1,450,428	
Fire District	347,782	358,216	358,216	368,962	380,031	391,432	403,175	415,271	
<b>Total Intergovernmental</b>	<b>2,246,685</b>	<b>2,363,328</b>	<b>2,536,627</b>	<b>2,578,525</b>	<b>2,621,190</b>	<b>2,664,640</b>	<b>2,708,890</b>	<b>2,753,957</b>	
<b>Fees, Licenses and Permits</b>									
Franchise tax	71,218	75,000	67,751	68,429	69,113	69,804	70,502	71,207	
Utility in lieu of Franchise tax	837,990	849,330	849,330	857,824	866,402	875,066	883,816	892,655	
Licenses and permits	55,972	65,000	69,500	70,195	70,897	71,606	72,322	73,045	
Sanitation collections	1,058,977	1,096,056	1,263,682	1,263,682	1,263,682	1,263,682	1,263,682	1,263,682	
<b>Total Fees Licenses and Permits</b>	<b>2,024,157</b>	<b>2,085,386</b>	<b>2,250,263</b>	<b>2,260,129</b>	<b>2,270,094</b>	<b>2,280,158</b>	<b>2,290,322</b>	<b>2,300,589</b>	
<b>Other Revenues</b>									
Recreational fees	54,664	56,000	53,553	56,560	57,126	57,697	58,274	58,857	
Rental income	123,071	125,000	125,000	126,250	127,513	128,788	130,076	131,376	
Interest on investments	10,725	5,000	3,740	3,777	3,815	3,853	3,892	3,931	
Fines and penalties	65,576	68,000	68,000	68,680	69,367	70,060	70,761	71,469	
Cemetery	27,145	30,000	30,690	30,997	31,307	31,620	31,936	32,255	
Other revenues	64,347	45,000	145,279	45,450	45,905	46,364	46,827	47,295	
Graham County Library support	32,400	32,400	32,400	32,724	33,051	33,382	33,716	34,053	
Airport Operations	125,697	125,000	125,000	126,250	127,513	128,788	130,076	131,376	
General Fund Support Charges	1,099,872	1,186,208	1,186,224	1,198,086	1,210,067	1,222,168	1,234,389	1,246,733	
<b>Total Other Revenues</b>	<b>1,603,497</b>	<b>1,672,608</b>	<b>1,769,886</b>	<b>1,688,775</b>	<b>1,705,662</b>	<b>1,722,719</b>	<b>1,739,946</b>	<b>1,757,346</b>	
<b>Total General Fund Operation Revenue</b>	<b>11,533,495</b>	<b>11,523,808</b>	<b>11,966,335</b>	<b>12,042,499</b>	<b>12,219,611</b>	<b>12,560,380</b>	<b>12,474,304</b>	<b>12,658,951</b>	

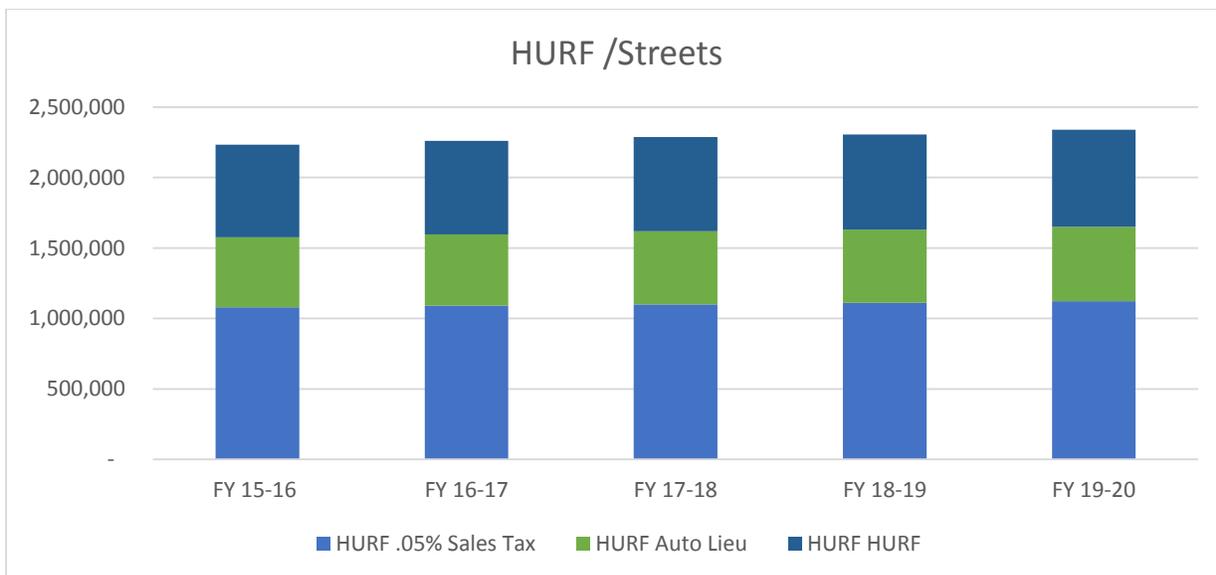


**Street/Highway User Revenue Funds (HURF):**

These funds are used to track HURF monies that the State of Arizona distributes to cities, towns and counties. The HURF revenue source is commonly referred to as the gasoline tax although there are several additional transportation related fees that comprise this revenue, including a portion of vehicle license taxes. Overall, much of this revenue source is based on the volume of fuel sold rather than the price of fuel. There is a state constitutional restriction on the use of HURF revenues; they must be used solely for street and highway purposes such as maintenance, repair, reconstruction, and roadside development. In Safford the fund supports debt service, street cleaning and maintenance, traffic signs and signals, street lighting, and other street-related activities. The anticipated rate of revenue growth used in this forecast is estimated at approximately 1% annually, mainly due to the fact that this fund constant is raided by the state to fund deficit at the state level. Actual revenue estimates are provided by the League of Arizona Cities and Towns in late March or early April.

In addition to the revenues mention above, the council also designated a half of one percent (.5%) of local sales tax collected and the Auto lieu taxes towards the repayment of a revenue bond for street and ROW repair and maintenance.

	FY 13-14 Actual	FIVE-YEAR FORECAST					Forecast		
		FY 14-15		FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	
		Budget	Est. Actual						
<b>HURF</b>									
Sales Tax Street	1,177,589	1,106,000	1,068,482	1,089,852	1,089,852	1,144,344	1,111,649	1,133,882	
Street Reserves	169,008	200,000	169,008	-	-	-	-	-	
Auto Lieu of Taxes	418,907	483,630	487,940	497,699	507,653	517,806	517,806	528,162	
Other	-	70,000	-	-	-	-	-	-	
HURF Revenues	690,409	706,792	655,814	662,372	668,996	675,686	682,443	689,267	
<b>Total HURF and other taxes</b>	<b>2,455,913</b>	<b>2,566,422</b>	<b>2,381,244</b>	<b>2,249,923</b>	<b>2,266,500</b>	<b>2,337,836</b>	<b>2,311,897</b>	<b>2,351,311</b>	



## Enterprise Funds:

The funds presented below are the five Enterprise Funds operated by the City of Safford and are the: Electric Fund; Gas Fund; Landfill Fund; Water and Wastewater Fund, and are supported by user fees or charges for services. It is safe to say that these funds and cost for service will be influenced by the capital needs of each fund, and as of today the current operating cost is covered by the current rate structure with the exception of the Gas Fund.

In an effort to keep ahead of the capital needs and to make sure ongoing operating revenues cover operating costs and cap needs, an annual review of the rates should be considered. The five-year capital plan for these funds once approved by council should be reviewed as necessary, and staff should plan on expending these fund as projected in order to develop a reliable rate structure.

## Electric Utility Fund:

The revenue supporting this activity comes from the users of this service. Over the five year forecast period revenues are expected to remain stable with no rate increase anticipated. However due to the unstable energy market, the rapid fluctuation in gas prices and the reduction of hydro electricity supply from the Hoover Electrical generating plant, users can anticipate some variations in the electric surcharge component of their monthly invoice. The five year revenue projections do not include these increases.

	FY 13-14 Actual	FIVE-YEAR FORECAST						
		FY 14-15		Forecast				
		Budget	Est. Actual	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20
<b>ELECTRIC</b>								
Rates	9,161,246	9,058,280	8,700,000	9,443,500	10,194,218	10,245,189	10,296,415	10,347,897
Install Fee	-	10,000	-	-	-	-	-	-
Other	82,823	10,000	48,500	48,985	49,475	49,970	50,469	50,974
<b>Total Electric Revenues</b>	<b>9,244,069</b>	<b>9,078,280</b>	<b>8,748,500</b>	<b>9,492,485</b>	<b>10,243,692</b>	<b>10,295,158</b>	<b>10,346,884</b>	<b>10,398,871</b>

### Gas Utility Fund:

An area of current concern in this division is the sluggish sale of gas due mainly to the unusually warm winters over the last few years and the fixed cost associated with this operations. To address these concerns, staff are currently reviewing our Operations and Commodities Contract to see if any modification could be made to better serve the citizens of Safford.

	FY 13-14 Actual	FIVE-YEAR FORECAST					FY 17-18	FY 18-19	FY 19-20
		FY-14-15		Forecast					
		Budget	Est. Actual	FY 15-16	FY 16-17	FY 17-18			
<b>GAS</b>									
Rates	2,688,527	2,859,860	2,627,280	2,640,416	2,640,416	2,640,416	2,640,416	2,640,416	
Install Fee	-	1,500	-	-	-	-	-	-	
Other	8,871	1,500	2,816	2,844	2,873	2,901	2,930	2,960	
<b>Total Gas Revenues</b>	<b>2,697,398</b>	<b>2,862,860</b>	<b>2,630,096</b>	<b>2,643,261</b>	<b>2,643,289</b>	<b>2,643,318</b>	<b>2,643,347</b>	<b>2,643,376</b>	

### Landfill Fund:

This fund revenue continues to cover the day-to-day operating cost associated with the enterprise; however, the long term liability of closure and post-closure cost is not being addressed. Under current conditions, the landfill is expected to last until 2022. This year the first step to extend the life of the landfill was taken through the filing of a permit extension with ADEQ. If approved and along with other measures such as recycling certain household waste and green waste diversion, the landfill will get a new lease on life and be able to more systematically address the long term deficit. There is no planned fee adjustment in 2015-16; however, it is important to note that should our efforts fail to achieve a permit extension at the current location and material diversion (recycling) a substantial fee increase will be needed to off-set the necessary capital investment needed at the landfill.

	FY 13-14 Actual	FIVE-YEAR FORECAST					FY 17-18	FY 18-19	FY 19-20
		FY-14-15		Forecast					
		Budget	Est. Actual	FY 15-16	FY 16-17	FY 17-18			
<b>LANDFILL</b>									
Rates	1,253,942	1,245,334	1,214,734	1,220,807	1,220,807	1,220,807	1,220,807	1,220,807	
Closure Fees	61,221	62,039	60,530	61,740	62,975	66,124	67,446	68,795	
Other	27,141	50,000	57,190	57,762	58,339	58,923	59,512	60,107	
<b>Total Landfill Revenues</b>	<b>1,342,304</b>	<b>1,357,373</b>	<b>1,332,453</b>	<b>1,340,309</b>	<b>1,342,122</b>	<b>1,345,854</b>	<b>1,347,766</b>	<b>1,349,710</b>	

**Wastewater and Water:**

These funds support the provision of water and sewer services to the residents of Safford, Thatcher and certain areas of the county. Like the other Enterprise Funds, these activities are completely self-supported through the sale of water and user fees. Over the five year forecast period, revenues are expected to remain stable and no rate increases are included. Over the next two years, CIP is expected to be funded on a pay-as-you go basis and no rate increase is anticipated.

	FY 13-14 Actual	FIVE-YEAR FORECAST						
		FY-14-15		Forecast				
		Budget	Est. Actual	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20
<b>WASTEWATER</b>								
Rates	2,471,555	2,427,920	2,398,665	2,410,658	2,410,658	2,410,658	2,410,658	2,410,658
Install Fee	-	-	-	-	-	-	-	-
Other	7,292	10,000	13,252	13,385	13,518	13,654	13,790	13,928
<b>Total Wastewater Revenues</b>	<b>2,478,847</b>	<b>2,437,920</b>	<b>2,411,917</b>	<b>2,424,043</b>	<b>2,424,177</b>	<b>2,424,312</b>	<b>2,424,448</b>	<b>2,424,586</b>
<b>WATER</b>								
Rates	5,454,873	5,188,101	5,386,659	5,413,592	5,413,592	5,413,592	5,413,592	5,413,592
Install Fee	-	60,000	-	-	-	-	-	-
Other	107,276	30,000	112,386	113,510	114,645	115,791	116,949	118,119
<b>Total Water Revenues</b>	<b>5,562,149</b>	<b>5,278,101</b>	<b>5,499,045</b>	<b>5,527,102</b>	<b>5,528,237</b>	<b>5,529,384</b>	<b>5,530,542</b>	<b>5,531,711</b>

**Summary:**

The outlook of the City of Safford over the next five years looks good and except for another major recession, I feel confident in saying our revenue streams are stable. We are projecting very modest revenue growth over the next five years. The major contributors to the general fund revenues are City Sales Taxes and State Shared Revenues. The key to our continued success would be for all departments to continue to hold the line on operating cost, continue to look for alternatives service delivery methods that would reduce operating cost or enhance ongoing revenues collections.

