

**CITY OF WILLCOX
MAYOR AND CITY COUNCIL
SPECIAL MEETING AGENDA**

**Note Date: Tuesday, January 17, 2012
7:00 p.m.**

**City Council Chambers
300 W. Rex Allen Drive
Willcox, AZ 85643**

(Mayor or Designee will read only **BOLD** print of each agenda item,
except for Public Hearings, Petitions and Communications.)

**Resolution No. 2012-05
Ordinance NS311**

NOTICE TO PARENTS: Valley Telecom Group records all Willcox City Council meetings. These recordings may be played and replayed on Valley Telecom Cable Channel 1. If you permit your child to participate in the Council Meeting, a recording will be made of your child's participation. If your child is seated in the audience, he or she may be recorded. If you desire, you may request that your child be seated in a designated area to avoid recording. To do so, please submit your request to the City Clerk prior to the meeting. (A.R.S. §1-602.A)

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE TO THE FLAG

4. CALL TO THE PUBLIC

5. DECLARATION ON CONFLICT OF INTEREST

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

Items that are considered to be routine by the City Council will be enacted by one motion without discussion. The consent agenda is a timesaving device and Council members have received documentation on these items for their review prior to the open meeting. Any Councilmember may remove any item from the consent agenda for discussion and a separate vote as deemed necessary. The public may view the documentation relating to the consent agenda 24 hours prior to the meeting at the City Clerk's Office, 101 S. Railroad Avenue, Suite B, Willcox, AZ from 8:30 a.m. to 4:30 p.m. or at the Elsie S. Hogan Library, 100 N. Curtis Avenue during normal working hours Monday-Saturday.

**7A. THE SPECIAL MEETING MINUTES OF JANUARY 3, 2012 AND THE WORK SESSION MEETING OF
JANUARY 3, 2012** **Tab 1**

7B. FINANCIAL REPORTS FROM FINANCE DIRECTOR **Tab 2**

8. PUBLIC HEARINGS, PETITIONS AND COMMUNICATIONS

COMMUNICATIONS: The Mayor announced there are three (3) candidates running for the March 13, 2012 Primary Election. They are: Earl B. Goolsby, Elwood "Woody" Johnson and William "Bill" Nigh. Write-in Nomination papers are due by February 2, 2012 (Signed petitions are not needed and name will not appear on the ballot. For more information contact the City Clerk, Cristina G. Whelan, CMC, Wednesday through Friday.

9. DISCUSSION/DECISION REGARDING SINGLE EVENT LICENSE FOR K-5 RODEO COMPANY JULY 2012 **Tab 3**
Consideration, discussion and/or decision regarding the Single Event License for K-5 Rodeo Company in July 2012.

10. **DISCUSSION/DECISION REGARDING WILLCOX AJRA REQUEST FEES BE WAIVED FOR THE QUAIL PARK ARENAS, LIGHTS, AND CONCESSION STAND FOR PUBLIC KIDS RODEO ON SATURDAY, APRIL 21 AND SUNDAY, APRIL 22, 2012.** Tab 4

Consideration, discussion and/or decision regarding Willcox AJRA request fees be waived for the Quail Park arenas, lights and Concession Stand for Public Kids Rodeo on Saturday, April 21 and Sunday, April 22, 2012.

11. **DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-02 APPROVING AND ADOPTING THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE NORTHERN COCHISE COUNTY HOSPITAL DISTRICT ("DISTRICT"), A HOSPITAL DISTRICT AND POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, FOR THE PROVISION OF SERVICES FOR SENIOR CITIZENS AND DECLARING AN EMERGENCY TO EXIST.** Tab 5

Consideration, discussion and/or decision regarding Resolution NO. 2012-02, as stated, relating to the MOU between the City and Northern Cochise County Hospital District.

12. **DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-03 APPROVING AND AWARDED THE BID FOR THE PURCHASE OF CARPET AND TILE FOR THE ELSIE S. HOGAN LIBRARY RENOVATION PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.** Tab 6

Consideration, discussion and/or decision regarding Resolution NO. 2012-03, as stated, relating to the purchase of carpet and tile for the Library.

13. **DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-04 APPROVING AND ADOPTING CONTRACT # 9-AZ-2313 AND ACCEPTING THE QUIT CLAIM DEED FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES ("GRANTOR) FOR THE FORMER BORDER PATROL STATION LOCATED AT 200 W. DOWNEN STREET WITHIN THE CITY LIMITS OF WILLCOX AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.** Tab 7

Consideration, discussion and/or decision regarding Resolution NO. 2012-04, as stated above, relating to the acceptance of the Quit Claim Deed for the old Border Patrol Station at 200 W. Downen Street.

14. **REPORTS BY THE CITY MANAGER PAT McCOURT** Tab 8

Consideration, discussion, and/or decision regarding the following topics by the City Manager:

- Report on Voter Registration**-Deadline is February 13, 2012 with Cochise County.
- Report on City Election** – Primary Election to be held on Tuesday, March 13, 2012.
- Report on Financial Disclosure Statements due**-This report is due from every Council person seated as of December 31st of each year. The Council members must complete the Financial Disclosure Statement for the preceding year (2011) on or before January 31, 2012.
- Report on E-Waste Event** – Reminder of the Free E-Waste recycling event on Saturday, January 21, 2012 at the Willcox Community Center from 9 a.m. until Noon.
- Mayor/Manager Luncheon**- the City of Benson is hosting the luncheon on Tuesday, January 24, 2012 at Cochise College, Benson Center. Please RSVP to City Clerk by Friday (12 noon), January 19, 2012.
- New Business** – Dragon Queen Express will be opening in IGA very shortly serving Chinese Cuisine.
- Library Update** – Solarium room almost ready and murals are 70% completed.
- Tomato Wars** – report by staff.
- Piano & Organ** – the piano and organ are now located at the Community Center.
- Wings Over Willcox** – Was held over the past weekend and was well attended.
- Skate Park update**-Work has started on the Skateboard Park!

15. **COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS.**

16. **DISCUSSION/DECISION ENTER INTO AN EXECUTIVE SESSION PURSUANT TO ARIZONA REVISED STATUTES §38-431.03A(3) DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR ATTORNEYS OF THE PUBLIC BODY** Tab 9

Consideration, discussion and/or decision to enter into an Executive Session pursuant to ARS §38-431.03A(3), as stated, relating to consultation for legal advice with the attorney(s) of the public body.

17. **RECESS TO EXECUTIVE SESSION, IF APPROVED**

18. RECONVENE FROM EXECUTIVE SESSION

19. DISCUSSION/DECISION/DIRECTION TO STAFF REGARDING MATTERS DISCUSSED IN EXECUTIVE SESSION

Consideration, discussion, decision and/or direction to staff regarding matters discussed in Executive Session relating to advice from City Attorney.

20. ADJOURN

NOTE: Documentation (if any) for items listed on the Agenda is available for public inspection, a minimum of 24 hours prior to the Council Meeting, at any time during regular business hours in the Office of the City Clerk, 101 S. Railroad Avenue, Suite B, or the Elsie S. Hogan Community Library during regular business hours Monday-Saturday and on the City's website www.cityofwillcox.org.

NOTE: People with disabilities may request reasonable accommodations. Requests must be made 48 hours prior to the meeting by contacting City Hall at 384-4271 during regular business hours 8:00 a.m. to 4:30 p.m., Monday through Friday.

TAB 1

**THE MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 3RD DAY OF JANUARY 2012**

NOTICE TO PARENTS: Valley Telecom Group records all Willcox City Council meetings. These recordings may be played and replayed on Valley Telecom Cable Channel 1. If you permit your child to participate in the Council Meeting, a recording will be made of your child's participation. If your child is seated in the audience, he or she may be recorded. If you desire, you may request that your child be seated in a designated area to avoid recording. To do so, please submit your request to the City Clerk prior to the meeting. (A.R.S. §1-602.A)

CALL TO ORDER-Vice Mayor Monika Cronberg called the special meeting to order on Tuesday, January 3, 2012 at 7:13 p.m.

ROLL CALL-City Clerk, Cristina Garcia Whelan, CMC, called the roll:

PRESENT

Vice Chairman Monika Cronberg
Councilman Elwood A. Johnson
Councilman Stephen Klump
Councilman Bill Holloway
Councilman Bob Irvin

STAFF

City Manager Pat McCourt
City Clerk Cristina Garcia Whelan, CMC
Library Director Tom Miner
Finance Director Ruth Graham
Public Services & Works Director Dave Bonner
Development Services Jeff Stoddard

ABSENT

Mayor Gerald W. Lindsey
Councilman Christopher Lindsey

PLEDGE OF ALLEGIANCE TO THE FLAG-Vice Mayor Cronberg.

CALL TO THE PUBLIC-There was no response from the public present.

DECLARATION ON CONFLICT OF INTEREST -There was no response from the Council members or staff.

ADOPTION OF THE AGENDA

MOTION: Councilman Johnson moved to adopt the agenda as presented.

SECONDED: Councilman Holloway seconded the motion.

AMENDED MOTION: Councilman Klump moved to remove agenda items #13-16 relating to the Executive Session.

AMENDMENT SECONDED: Councilman Johnson seconded the amendment. **AMENDMENT: CARRIED. ORIGINAL MOTION: CARRIED.**

CONSENT AGENDA

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7A. THE SPECIAL MEETING MINUTES OF SEPTEMBER 12, 2011 AND THE REGULAR MEETING MINUTES OF DECEMBER 5, 19, 2011 AND THE WORK SESSION MEETING MINUTES OF DECEMBER 19, 2011

MOTION: Councilman Johnson moved to approve the Consent Agenda items as presented.

SECONDED: Councilman Holloway seconded the motion. **CARRIED.**

PUBLIC HEARINGS, PETITIONS AND COMMUNICATIONS

Public Hearings: The Mayor and City Council will hold a public hearing to gather citizen input on the use of CDBG funds. The public hearings will be held on Tuesday, January 3, 2012 at 7:00 p.m. in the City Council Chambers, 300 W. Rex Allen

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Drive, Willcox, AZ. For those persons unable to attend written comments will be accepted in the Office of the City Clerk, 101 S. Railroad Avenue, Suite B, Willcox, AZ 85643, until 4:00 p.m. the day of the public hearings.

Vice Mayor Cronberg opened the public hearing at 7:15 p.m. and asked if any further comments received to the Clerk. City Manager McCourt reported there are three (3) written comments received and copies are included in the Council members' packets. Vice Mayor Cronberg asked Mr. John Cropper if he would like to address his suggestions and ideas. Mr. Cropper thanked the Mayor and Council to address them. Reported he saw that the City had been awarded \$250,000 aimed at Community Development and one area he considers to be lacking is servicing the walking public. The City spends a lot of money for pot hole fixing for people with modern vehicles. Mr. Cropper has put together three (3) possible proposals to consider:

1. One idea is utilizing existing sidewalks primarily on Bisbee Avenue. When people come from the 340 Interchange and come down sidewalk and traffic light at Bisbee and Rex Allen and those walking are pushed onto street or have to walk on gravel or large river rocks. Existing sidewalks in front of School and in front of Keiller Park and by joining those two (2) pieces of existing sidewalks could create a large continuous path from the School to 340 and onto Ft. Grant. Although he has no idea of the cost for engineering and it may be cost prohibited.
2. Second idea would be maintenance of existing sidewalk on Rex Allen Drive and most of sidewalk between 340 Interchange and Haskell is in good repair. There are a few significant maintenance issues with sidewalks where it has buckled and also there is a culvert near Prescott and if walking it is impossible to pass during wet weather and if in wheelchair it is impossible. From the 340 Interchange to Haskell to Railroad Avenue and beyond that is slightly less priority than the first near Safeway.
3. The City is currently running proposed renovation on Arizona Avenue with sidewalks and third proposal would be to join East-West on Maley pieces of existing sidewalks to create a continuous foot path and circulation path. If and we hope the Food Pantry moves to the old Border Patrol building people that do not have transportation other than sidewalks or pedestrian could get there safely from one end of town to the other and off the street onto sidewalks. It does not rain here very much and when it does it is "pretty nasty" to walk on the edge of the street dogging the puddles. Those are the three (3) proposals to add to the mix and if they rise to the level of being more important than other things he will be very happy. Thanked the Council for their time.

Councilman Johnson stated that is good comments, when ADOT when we did the 340 over pass one of there favorite things to do is walking paths like we are doing on Ft. Grant over to Quail Park. Thinks we can apply to ADOT for a grant because they love to do walking paths, or trail paths. At that time also talked about trail all through Willcox and hopes to continue the walking path from Rodeo Grounds all the way to Keiller Park so that they are continuous. Vice Mayor Cronberg thanked Mr. Cropper.

Public Services & Works Director Bonner commented Mr. Cropper on his comments and suggestions they are very much in line with what Public Work's is talking about. Staff submitted proposal to ADOT last year at the same time when we did Arizona Avenue from Rex Allen to Haskell and we were only able to get the Arizona Avenue approved. The rest of these proposals staff very much agrees with idea path from Maley to Arizona Avenue, to Bisbee and extend that to Keiller Park Area to of Rex Allen Drive corner and these are very good suggestions. Vice Mayor stated this ties in with the whole discussion we just had with appearance of the community and people that come in from outside the community do notice this. Has received positive comments on what has been done on Ft. Grant. Appreciates having that and falls in line in presenting our community in the best light possible. Thanked Mr. Cropper.

Councilman Johnson asked if are looking to continue with progress at Community Center? Mr. McCourt replied that is why we have public input and that is one of suggestions to continue use of money on the Community Center. Some guide lines were changed and Community Center per se is not efficient anymore although we can apply for energy efficiency. Councilman Johnson said at one time CDBG were used for paying streets and asked what some new guidelines are. Mr. McCourt replied we can use them for infrastructure, water, sewer and streets especially in areas that are low income. It is now difficult for us because at one time the whole town was low income. Vice Mayor asked if there is room to be able to do a couple of different projects depending on how grant was written. Mr. McCourt explained there is within financial resources. First the money flows from the Feds, and bid risk factor there because money is very close scrutiny on Federal level on

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spending policy and questionable how much actually going to make it to the State. Then State takes a piece of and then distributes it to Councils of Government and SEAGO distributes based on formula and we agreed in our County to split it up so that community gets money every two (2) years. Usually we get \$250,000 under that process and we are hoping that continues and doing public hearings on how they would like the City to use the money.

Vice Mayor Cronberg asked if there were any other comments or questions. Hearing no other comments the Vice Mayor closed the public hearing at 7:25 p.m.

COMMUNICATIONS: Vice Mayor Cronberg announced there are three (3) candidates running for the March 13, 2012 Primary Election. They are: Earl B. Goolsby, Elwood "Woody" Johnson and William "Bill" Nigh. Write-in Nomination papers are due by February 2, 2012 (Signed petitions are not needed and name will not appear on the ballot. For more information contact the City Clerk, Cristina G. Whelan, CMC, Wednesday through Friday.

DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-01 APPROVING ATTACHMENT 2 TO CITY OF WILLCOX JOB DESCRIPTION FOR THE CITY CLERK AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

City Manager Pat McCourt stated that despite his repeated attempts the City Clerk has indicated she is not willing to extend leaving in June. Looking forward to replace that position and the first step is looking at the Job Description. It was modified and included in packet. The main modification came in the form of ADA requirements. The last job description was very lacking in those. Felt it was appropriate that fully list so that anyone that applies for the job they understand so that i.e. they must attend all City Council meetings and have to stay and sit and take minutes and obvious to those of us that know the City Clerk job is and other people may not know that and they may have a problem with that we revealed that upfront. Reveal they have to attend overnight training; and have to be able to attend night meetings. That has been the major upgrades to this job description. The Personnel Handbook provides that all Job Descriptions must be approved by the City Council.

MOTION: Councilman Klump moved to adopt Resolution NO. 2012-01, as stated, relating to Attachment 2 of the Job Description for the City Clerk.

SECONDED: Councilman Johnson seconded the motion. **DISCUSSION:** Councilman Klump asked when it opens up and said he is not rushing "Christy" out. City Manager McCourt replied current planning is start advertising around March to get somebody on shortly before the Clerk leaving. **CARRIED.**

DISCUSSION/DECISION REGARDING NAMING A PROXY REPRESENTATIVE OF THE CITY OF WILLCOX AS VOTING MEMBER OF THE REX ALLEN MUSEUM, INC.

City Manager McCourt reported he has been with the City three (3) years and during that time City member of RAM and this is the first year seen this show up for their annual meeting and asking the City Council to appoint a voting member to represent the City. We have not done that in the past to the best of his knowledge or participated in the annual meeting. It is the Council's decision. Vice Mayor Cronberg asked if there is any other information and asked why now. City Manager McCourt replied you have what we received and there is no requirement that you do this at all.

MOTION: Vice Mayor Cronberg moved to table this item.

SECONDED: Councilman Johnson seconded the motion. **CARRIED.**

REPORTS BY THE CITY MANAGER PAT McCOURT

Consideration, discussion, and/or decision regarding the following topics by the City Manager:

- **Report on Voter Registration**-Deadline is February 13, 2012 with Cochise County.
- **Report on City Election** – primary to be held on March 13, 2012.
- **Updates on Mascot Rail Car**-Windows are all in and replaced!
- **Report on New Business** – G'Ma D opening soon at corner of Haskell Avenue and Maley Street
- **Report on Financial Disclosure Statements due**-This report is due from every Council person seated as of December 31st of each year. The Council members must complete the Financial Disclosure Statement for the preceding year (2011) on or before January 31, 2012.
- **Report on Next Regular Meeting Date**-Next regular meeting is a special meeting on Tuesday, January 17, 2012 due to Martin Luther King Holiday on Monday, January 16, 2012.

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CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
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- **Report on E-Waste Event** – Free E-Waste recycling event on Saturday, January 21, 2012 at the Willcox Community Center from 9:00 a.m. until Noon. Vice Mayor Cronberg asked does it matter how old the computer is, i.e. early 80's. Staff replied it does not. Councilman Klump asked if the City has a place to drop off items early and Mr. Bonner replied at Public Works and if on pallet we can load it up and they will take it to Safford to their E-Waste. Vice Mayor Cronberg stated this is great service and Mr. Bonner said we have had good turnouts.
- **Happy New Year and Thank You!** City Manager McCourt reported he has just completed 3-years with the City of Willcox and thanked them for this opportunity and looks forward to working with Mayor and Council.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS.

Councilman Irvin announced for those that do not know that the Mayor is sick and asked everyone to keep him in your prayers. He is doing better than what originally taken to Tucson and in your own way remembers him in prayer.

Councilman Klump said to Mr. Mayor the Vice Mayor did an excellent job tonight and in good hands.

Councilman Johnson stated 2011 is gone and 2012 hopefully better year.

Vice Mayor Cronberg said that is her wish and that everyone does well and prosperous in the New Year including the City of Willcox in doing whatever we have to do to make it work. "Shop locally as much as you can."

ADJOURN

There being no further business before the Vice Mayor and Council, Vice Mayor Cronberg adjourned the meeting at 7:36 p.m.

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the special meeting of the City Council of the City of Willcox held on the 3rd day of January 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 4th day of January 2012

City Clerk Cristina G. Whelan, CMC

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2012.

MAYOR GERALD W. LINDSEY

Signed: _____

ATTEST:

City Clerk Cristina G. Whelan, CMC

**THE MINUTES OF THE JOINT WORK SESSION OF THE MAYOR AND
CITY COUNCIL AND THE PLANNING & ZONING COMMISSION OF THE
CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 3RD DAY OF JANUARY 2012**

CALL TO ORDER-Vice Mayor Monika Cronberg called the joint work session meeting with Planning & Zoning to order at 6:04 p.m. on Tuesday, January 3, 2012.

ROLL CALL-City Clerk Cristina Garcia Whelan, CMC, called the roll:

PRESENT

Vice Chairman Cronberg
Councilman Elwood A. Johnson
Councilman Stephen Klump
Councilman Bill Holloway
Councilman Bob Irvin

ABSENT

Mayor Gerald W. Lindsey
Councilman Donahue

ABSENT P&Z

Commissioner Don Ulses-**Absent** –out-of-town

STAFF

City Manager Pat McCourt
City Clerk Cristina Garcia Whelan, CMC
Library Director Tom Miner
Finance Director Ruth Graham
Public Services & Works Dave Bonner

PLANNING & ZONING

Chairman Jim Fusco
Vice Chairman Earl B. Goolsby
Commissioner Doyle Miller
VACANT

STAFF

Development Services Jeff Stoddard

PLEDGE OF ALLEGIANCE TO THE FLAG-Vice Mayor Cronberg.

DECLARATION ON CONFLICT OF INTEREST-There was no response from the Council members, Planning & Zoning members or staff.

ADOPTION OF THE AGENDA

MOTION: Councilman Johnson moved to adopt the agenda.

SECONDED: Councilman Klump seconded the motion. **CARRIED.**

DISCUSSION REGARDING TITLE 11 ZONING

City Manager Pat McCourt addressed the Vice Mayor and members of the Council and the members of the Planning & Zoning Commission. At the last Council meeting there were some reservations expressed where we were on the process on re-adopting the Planning & Zoning element of our the City Code. During that discussion we had gone through some work sessions looked at individual sections and had some discussion on those. Now we are back and looking at entire picture and is this really what we want or not or what we want. Staff is not clear on what direction the Council is providing us. We indicated we would bring back the entire Code and Council need to provide staff indications where we want to go. Mr. Stoddard is the expert working with the Council.

Mr. Stoddard stated he is not sure what the Council direction is or wanting to talk about. Councilman Klump has brought up several areas to talk about. Vice Mayor Cronberg asked it is best to bring up questions and address the questions and Mr. Stoddard agreed and bring to P&Z if need too.

Councilman Johnson said one of the questions he has if we have an Infill District or Historic District and we want to rebuild that and thinks part of that asked are the fees set throughout the whole City? This was about approving the Building Permit Fees and asked how we can encourage growth in our Downtown Historic area which if we didn't have Railroad Avenue everything else is falling apart. Look down Haskell from one end to the other it is collapsing and deteriorating. The center of town is the 340. How can we encourage businesses or rebuild if we are charging a phenomenal fee, so it looks like fee that is comparable to other Cities. Asked we can we encourage growth, how encourage re-build. The hotels have been closed a long time due to safety. If someone pulls a permit to rebuild hotel and talked about solar panel fee and the permit is astronomical. Mr. Stoddard explained fees we looked at last time and we were in line with everybody else. The fess talked

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about on hotels is not our fee that is State requirements having asbestos removal. The party had a lot of problems on that cost for asbestos removal. That costs a lot of money and we have no jurisdiction over State requirement. The last motel cost \$50,000 and he can not do anything about that because he can not set that fee. Councilman Johnson said that was ADEQ and Mr. Stoddard said asbestos removal is a State requirement on all Commercial buildings when being remodeled. Councilman Johnson stated when paying \$30-50,000 for asbestos removal and then paying building permits on top of it we need to look at that and asked how we can encourage growth and rebuild. Mr. Stoddard stated that is why he came up two (2) years ago with Infill Incentive. Councilman Johnson said with Infill Incentive what our breaks are for people is it in our building permits because there was no breakdown for that. Mr. Stoddard responded on Infill it has more to do with new structures than it does with existing structures. On new structures we are giving price break on gas, water meters and hook up for sewer connection fees. Infill Incentive requirements are that it has to be within area that already has water, sewer, gas so that the City does not have to put out any more money. Impact they would have is waiving 50% labor costs incurred for connection fees for water and gas. Commercial Zone waives water, gas connection fees those would be returned determined upon completion of project. We never know what the cost is going to be on those. Waive all sewer connection fees, and those are determined by fixture units. For Subdivision has max limit of 25 lots or if come in with 50 houses they would get waivers on 25 lots.

Councilman Holloway said going back to motel renovations if person willing to pay \$50,000 for asbestos what would the permit cost. Mr. Stoddard replied probably and he is guessing right around \$6-\$7,000.00. Councilman Holloway said that is what people are paying for the impact fees on homes in Sierra Vista and other places. Mr. Stoddard said that fee is on Commercial property. Councilman Holloway stated that is not a big hunk for somebody who is making a large investment in a motel. Mr. Stoddard currently has 4-sets of plans right now for big companies and they do not have problem with our fees. They are saying we are the lowest they have paid. The blue house on Railview they just bought that and the Apple Plant and happy with services we have given them and what they are paying. We can cut fees and that is the Council's choice and Council need to know these fees pays our salaries and when he goes out to do the things he does. Last time looked at permits bring in about \$50,000 on a \$160,000 budget. City Manager McCourt explained the fees do not cover the immediate operations and Mr. Stoddard said they cover costs in case there is lawsuit with a contractor. He has to search for paperwork. Right now he has to search for paperwork and make a deposition and the permit fees received pays for him to stay in motel down there and administration costs. About a year ago the Clerk had to do a lot of paperwork and took about 40 hours that we had to send on the last law suit. It was not against the City it was Court directive to supply information for Contractors. There are a lot of things involved in his position besides doing inspections, teaching classes, Code Enforcement and issues at no charge Elevation Certificates. That is a big cost and in other Cities they do not do it and those that do they charge \$250.00.

Councilman Klump said he is not sure fees are an issue. The Council liked infill and thinks all agreed on that and it has been voted on and approve. His issue is "does it make Willcox the most attractive place to come and open a small business or Industry or whatever." Does this make it look so much more attractive than anywhere else? Realizes there are issues such as we do not have a huge labor pool and pulling labor from Mexico. Just because we the lowest on the lower end of that he does not like we are going to compare that and we will definitely be lower than anybody else and it is not an issue. Issue just passed was on new Commercial is the landscaping. Very little is landscaped in Willcox and realizes that it might be beautification but does not feel it is our position is to go and say have to landscape by company and should not fall on City's shoulders on what you landscape. Suggestion is that might put in to use water in landscape to preserve the natural resource, and blank it that but to go and ask for more engineering, architecture which costs more and more money. Realizes Tucson probably wants people to do it and maybe Benson does although he does not know what they require.

There is certain number of these things Councilman Klump saw such as Signage, some of it is regulated so much to a point that City is specifying what kind of business is here in this location and this is sign they want. Does not feel we should be in that business in regulating that so far. Councilman Klump has been a small business since out of College and before that. It gets to a point where it is incredibly frustrating to be in business when all you are writing is a check to government organization and other to this and another to that one. When first starting off there is big chunk of money paid and asked what they are getting for this check written. He stated they are getting a spot with customer base of 10-20,000 people in Willcox. He stated he can spend that same amount of money and go to Tucson and would have a million customer bases. Willcox

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needs to be so attractive in these kinds of things. He does not say we should go against Code but Codes is in Arizona Statute, building codes are there. Mr. Stoddard said he can not speak for P&Z but a lot of landscape is beautification of Willcox or do we want a bunch of places around here with just empty lots with nothing on them and they would not be required to do nothing. Councilman Klump said we have empty lots now and as long as they keep them mowed that is all that is required. He would much rather have an empty lot with a building on it that is providing a service with a big flat piece of ground next to it bringing income. Mr. Stoddard said in "your opinion as Councilman" is that our fees and our Ordinances are what are keeping people out of Willcox. Councilman Klump replied he does not know what is keeping them out and he is not saying that is what is keeping them out but he is saying that we want Willcox to be so appealing that they say "okay, what is it going to cost, well its going to cost this much, what is it required we say we want to see a set of building plans." We want to see it, approve them and send them off and whatever the State requires us to and that's it. If we are adding to that it is one more thing, and asked what are we going to do here? Look at Western Bank, they did a nice job and guesses then did everything and not sure it would follow everything that is in this or not. Mr. Stoddard stated it does not follow the new code. Councilman Klump asked would it pass the new code and Mr. Stoddard replied "no." Councilman Klump stated the Bank went over and beyond what they needed to have done. Mr. Stoddard stated they followed the existing code.

City Manager McCourt said if he recalls correctly we are talking about Section 11-4 pages 46-48 and he is trying to make sure he understands where we are at. Asked how does this compares with existing code? Mr. Stoddard explained the existing code mostly states couple of plants and mostly says "make the area look presentable." Councilman Klump said to him that is enough. We shouldn't be in the business of: "okay, we have to pull this" and asked who are we going to pay to look at this landscape design and determine if that plant is actually low water use or is it another. There are things in there like signage and a bunch of those things and in the Old West they said the signs were huge and bright pink and purple and everything else so that you could be seen. Here if going to put big sign you want people to come. Realize do not want to stick it out on the road where people can run into it or block the view. It is signage it may be gaudy or ugly looking thing, doesn't know, and it is another issue and asked who it is attracting, who it is hurting if sign is bigger than it was. Is it the competitors or other citizens? These are things he sees that he didn't mention the other time because thought going to come back after discussed the whole thing.

As a small business owner Councilman Klump asked why he would open up shop. For his line of work he is in now depends on something happening in Willcox all the time. Everybody has conflict of interest and if we don't keep the town somewhat going we won't live here. His thinking might be different or totally backwards to what everybody else is thinking and the more rules there are they are not helping us at a time when we are not building. Councilman Johnson mentioned Benson, Tombstone, Bisbee, Sierra Vista or Maricopa South, Douglas, Safford, Thatcher, Pima is building and Willcox is not. We are moving businesses from a tent and a wagon and that is new business. Councilman Stoddard said they have these codes. Councilman Johnson what is attracting them to those locations and not here and is it our permits or fees. Mr. Stoddard replied location. Vice Mayor Cronberg said we have a great location and what can we do to really entice people in because we do have a great location. She thinks that the point that Councilman Klump is getting at is we may be comparable and yet it is not serving us well. Mr. Stoddard said one of the big things for us is FEMA, the Flood Zone, and there is nothing he can do about it. Councilman Johnson then Willcox should move 10 miles north.

City Manager McCourt stated these are good policy questions. The landscaping section as Mr. Stoddard has indicated may not be out of line with other communities and we may have the same thing. This is our community and question is "how do we want to create image and build our community." Vice Mayor Cronberg said we need to think beyond that box. Mr. McCourt explained this is proposal to require some additional requirements as Councilman Klump indicated above what we have now with the goal of creating a better community. P&Z Chairman Jim Fusco stated that was their intent. They took information from smaller communities similar to our size and are trying to move Willcox into the 21st Century. He can't tell us why Willcox won't grow, and thinks some of the reasons is there is nothing here, no services. Then he asked how do we get services or how do we get jobs and he doesn't have the answers. It is a tough economy. If we want growth we can certainly create growth in this community, and if we want infill we can do that. P&Z did this many, many years ago when thought Manufactured Housing that it was growth for the sake of growth and found that it doesn't build a community. The Council mentioned size then if we say let's not worry about the size and they do their own thing and somebody puts up a gaud awful

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thing with lights then who are the first ones going to catch "crap from this." People will come to staff and then to P&Z. We have to have some structure. Councilman Johnson asked how we balance that. City Manager McCourt replied that is the exact question asking "how do we balance that." Councilman Johnson said many discussions they have held on Haskell and today had three (3) people from interstate and they asked why Willcox is dying. We have had investors come into community, buy hotels, and spent millions of dollars and closed up because of ADEQ and laws like that. What can we do to entice infill?

City Manager McCourt stated he has been here for a few years and this town is changing. We have had growth going on we have new hotel, and a new bank. We have growth going on and we have in other parts of community that is not growing and it was pointed out that it has been declining. It is normal to have these fluxes going on within our society especially when taken major road from downtown and that is going to have a big affect in the community. Question is how do we build a community we want in the future? There has to be change. He does not think government can or should even try to run the economy. We can make it as attractive as possible to allow entrepreneurs to reinvest to rebuild areas and to reconstruct them. Typically old downtowns like this change i.e. like change into Professional Service Centers with lawyer offices, and other offices of that type. These offices are what happen in old downtowns. We have different type of development in this part of the community. This discussion is exactly what needs to happen. As Councilman Johnson said 'where's the balance' and as Councilman Klump said we are putting in more requirements on development that is not just downtown that is people here in town. Most economic growth is really internal. Are our requirements reasonable enough? People want a more attractive community and when they come and visit and it looks junky they do not want to come here or stay. It has to look decent and maintain standards and how do we get to a balance that is exactly the policy questions that the Council has to have answers and staff will enforce. Councilman Johnson said it is like "branding the community" and Mr. Stoddard agreed.

Councilman Johnson asked what Willcox is. Is it the Cattle Capital of the Country or is it Lordsburg of New Mexico. City Manager McCourt said this is the policy decision that needs to be made and landscape brought up because it is a good example. Councilman Johnson wants to make Willcox to look attractive and they have talked about trees, talked about bushes and talked about greening Willcox up. If drive down the Interstate you'll see mixture of pines and palms and they think they are in California and people want to pull up but not if it is brown and dead. Mr. McCourt reminded everyone that there is cost to doing that. Chairman Fusco said they looked at a lot to do and asked if we want a spot in Interstate or do we want to try to build a better community and attract people. He thinks we can try to make a better community with Zoning and regulations and getting into compliance it may help.

Councilman Johnson said he commends what P&Z did because we want the community to be safe and even 10 years ago it was said just go ahead and do it and get it done. We want it to be a safe and healthy community. Economic question is "what is City of Willcox doing wrong that the other communities are doing to grow and we are not." Mr. Stoddard explained we had several companies come in and we do not have the land. Councilman Johnson said we are looking at 7 sq. miles and can't get infill or our property sold. Mr. Stoddard said the last one he had they wanted 5-acres and most they want something with it and do not want to pay for all of it either. Councilman Johnson said you can go to Iowa and buy stuff for the price of a car and have 5-acres. Mr. Stoddard said look at City limits and Councilman Johnson said developers are looking at City limits and think they can do this outside the City limits. If we don't think in 5-10 years everything is going to expand outside the City and where is Willcox going to be. Mr. Stoddard replied there is no place in the City limits and that is why they are going to the County to look. Mr. McCourt said they are not going to the County either. If that was the case then we could see what they were doing in the County.

Mr. Stoddard thinks what we need to do is sit down where there isn't a Council meeting afterwards and go over this and discuss with P&Z what they like and what they do not like what is in this book. An hour before every regular meeting is not enough. Councilman Johnson agreed it is not enough and we need a special meeting next Monday for 3-hours. City Manager McCourt stated this is how public decisions are made. As difficult as it seems we had to have discussion available to the public and Councilman Johnson said "but we don't have public." The City Manager stated it is available to the public to come in and participate and see the discussion and see discussion of different ideas and pros and cons. This section will create a better looking community.

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Vice Mayor Cronberg asked if there is provision within this Title for renewal for what is already here because we have a lot of really "shotty" areas in this community that look so run down and when somebody does come in and drive through they say "Oh my gosh I don't want to be here." Asked what is the provision for that and if going to bring in new people and require "this much from them" what are we doing to help those who are here to make better what they have so that it does affect the entire outlook on this community. Councilman Johnson asked where is "our teeth" and Mr. Stoddard said he doesn't have teeth until they do something. Councilman Johnson said look at Wee Blu Inn and Vice Mayor Cronberg stated she is not talking just about Commercial. Mr. Stoddard explained on Code Enforcement he can only do so much and only what Ordinance says. On existing building we do not have in there that you have to paint your house. Vice Mayor Cronberg asked him how long after permit expires or they decide not to do further work. They leave that "shell" and with no fix up or upkeep and junk you drive by every single day. Is it not fixed because they don't have too? Mr. Stoddard explained they have to call him for certain number of times for inspections. These people know the law that is doing this. Vice Mayor Cronberg thinks until we have some way to address renewal and making things that are already here and "finish up." City Manager McCourt stated if he understands the question sometimes people take out permits and started working on buildings and for whatever reason like maybe they ran out of money, or they died, and they quit in the middle of the project that is half finished. What are we doing about it? We do not require it to be finished and the reason we don't, he suspects, because probably that is another cost. Mr. Stoddard agreed. Mr. Count said so we trade off trying to encourage development by not putting these additional costs. If we require on the Bonds if they do not complete it that again is raising the cost of development. Mr. Stoddard said they also have to repay for the whole permit if they do not finish and after 6-months if they do not call for inspections. He has a few that call him when they do a little bit on the house or just enough to get by and will call for inspection. Sharon Nigh interjected that at their 2.5 acres on East Maley, the old Bowling Alley, they have made a very concerted effort to take down the trees to make it more attractive. Usually they have 1-2 people a week come by a week and complimented them. The point is to make it visually attractive does work. Mr. Stoddard explained he goes out; writes letters to people to "please let's clean up and take pride in our community." That is all he can do right now with the existing code. Once they do work with permit then have to follow existing code. We do not have something that states they have to keep their house at certain standards. Mr. McCourt stated the question is personal freedom or government regulations.

Earl Goolsby, Vice Chairman P&Z, just came back to City and visited with his son and daughter-in-law who live in a nice upscale house and thinks we are talking about Home Owners Organizations. His son would be fined if not kept up and they will bring suits against home owners. Freedom of your choice versus organization and your "choice be hanged." Mr. Goolsby does not disagree with anything that has been proposed this evening and thinks this is where they are going. Pride in City and pride with how things look. Mr. McCourt stated that is what talking about Home Owners Association and if don't want to abide with those rules then don't get in it. That is what talking about personal freedom versus collective freedom. Councilman Johnson thinks going back to government regulation versus what I can and what I can't do. How can someone take it and buy a hotel and make it better place to live without phenomenal fees and phenomenal permits. How do we do it to where they take hotel, house or commercial building and most houses we'd like to say level them and start over from scratch and that is a whole different issue?

City Manager McCourt reported there are provisions in the existing code to take down unsafe buildings. The City has a process to do that and place a lien on the property and try to collect that. Talking again about private property rights and how far is it right for government to intervene. Do we go in and try to get someone to fix their property or clean it up? If they don't make it a safe structure then at some point we have to protect the public. The City has process and procedure where we can go in and actually condemn the building and take it down or safe guard it by fencing it up and ultimately to tear down the building. Now it is a public expense and public needs to know they are paying for that and how do we recoup that property that is still private property? Councilman Johnson asked doesn't the City put a lien on it. Mr. Stoddard replied "no" the process is we go out there and condemn building and they have so many days to fix it or tear it down. Then if it is not done the City has to put up notice that we will tear it down and we tear it down at cost to the public and then we can put a lien on it. The problem is the owners they do no have to sell the property. Councilman Johnson example is the Wee Blu Inn that has a burned out building that sits in the back and it is an eyesore and horrible. Mr. Stoddard explained that we recently demolished a 700 sq. ft. house and that cost the City \$12,000 to demo. A commercial building we now have to follow State law and have to have asbestos survey like we did with the old Police building. Councilman Johnson said most buildings in town there is

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asbestos. Chairman Fusco stated anything prior to 1975 has asbestos. Councilman Johnson asked do we encourage leveling and start over from scratch or do we add cost to person rebuilding. Do our fees match with what has to be done? Mr. Stoddard replied the demolition permit is \$50.00. Mr. Fusco brought that up before if level building because the cost comes back to the City. City Manager McCourt said it is not just the City costs, let's be more specific, it comes back to General Fund which is place we currently have difficulty. Councilman Johnson asked if level it and spend \$5-\$12,000 are you going to get something in return. Mr. Stoddard said \$12,000 cost to demo a 700 sq. ft. house that was for residential and did not require asbestos survey. Take a motel and \$50,000 asbestos survey and by the time take motel, asbestos survey, talking about another \$100,000 to demo. City Manager McCourt added with no promise that anything will be built in the foreseeable future. Councilman Johnson stated it is cheaper for them to rebuild in the County than it is in the City.

Mr. Stoddard said as an example which he just went through this with Councilman Klump as a Contractor and put notice out that the Federal Government had new requirements for a house older than 1978 have to be lead certified before work on them. Councilman Johnson asked as a personal resident. Mr. Stoddard said as a Contractor. Councilman Johnson said there is asbestos in 98% of the homes in Willcox and Mr. Stoddard agreed. He tries to help out and is putting together a class on lead, and bringing certified instructor down here so that the Contractors do not need to go spend hotel in another City. Councilman Johnson asked how much is that costing the City and Mr. Stoddard replied cost is his time. Councilman Johnson asked what the objective is that the Contractors then know what to do. Mr. Stoddard explained by taking the class they will know for example if they are caught it is a \$35,000 fine and Councilman Johnson asked why would they want to do any work in Willcox. Mr. Stoddard said it is law and the City has no jurisdiction and Commissioner Doyle Miller said that is just for lead prior to 1978. Councilman Johnson said he could put 30 coats of paint on his house and still be lead based. Chairman Fusco said take it further if oil spill found that is EPA and have to dig out all the soil.

Councilman Johnson stated with what has been discussed and discussed with P&Z we need see where we are at and asked what we can do. Chairman Fusco said where we want to go, zoning, at what point do we want to water it down or leave it as it is. Councilman Johnson asked where the fine line or flexibility or what about a five (5) year plan and this is what we want to do? Councilman Klump stated currently there are very few City business owners who live in the City of Willcox. Very few of the City employees live in the City asked why this is, and will this bring them back. Think about why and there is a reason is it regulations and doesn't need an answer and saying reason why business owners sick and tired of that and moved out. Is there reason why City employees don't live here because they work here all the time? Doesn't know it could be something like that and something to think about. Is this going to help or hurt? Mr. Fusco said his opinion does not think it is going to hurt. A lot of people he does hear not enough stuff or services here and does not have that answer. We have Chamber of Commerce and motivate them to work on Economic Development and that is not a P&Z issue and Councilman Johnson said it is not the City either. Mr. Fusco said have to start somewhere. If we want to try to make community grow he does not think they are too out of line from other communities and they are growing and we're not. Talking about location we have a nice climate and are a long ways. Councilman Johnson asked would waiving business permit or fees encourage and Councilman Holloway said it is not enough to make a difference. Vice Chairman Goolsby said what Community looking at with Mr. Stoddard and staff was to get ourselves in line with other communities in terms of fees. We were not trying to put out more obstacles or hurdles they were just put some teeth into the process. Mr. Stoddard has brought a lot of information for them to consider on what other communities were doing. The P&Z does not think the fees were the issue thinks other industrial or commercial issues, Chamber of Commerce or City Council. If it is not the City Council's to promote Willcox then whose is it? Thinks City Council would be in the same frame of mind as well. The fees and again he said he is speaking for him does not think they are the issue. Councilman Johnson said they are not outrages but when a business wants to put solar panel and their first quote on permit was \$1,600 when Safford was \$250, Benson was \$75 and Cochise County was \$250 and we have a problem with what we are charging. Mr. Stoddard explained in fees we were the lowest then Benson and Sierra Vista and lowest on that particular one was Safford. A report was sent prior to Council. Councilman Johnson stated when first contacted us they were told \$1,600 and Mr. Stoddard said they did not contact us at all. When they came to get permit then they realized what the fee was. You can have Green Incentive, and a lot of places have that, and give percentage of permit back. Councilman Johnson said Bisbee is phenomenal on that they are giving you a free permit to go Green. Mr. Stoddard said he does not know that although he knows of some communities if go green they will give a discount. Thinks we need another open meeting that does not coincide with a Council meeting with P&Z and going through Title 11 and see what they want to

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change. Mr. McCourt said what we have had is philosophical discussion and need to answer those philosophical questions first. That is what we need to be wrestling with at this particular point: where are we, P&Z has looked at this and this is type of community we want to build and enhance our community and make it grow better and there is a cost. There is a cost to building that community and question is do we want to pay that cost? It goes back again to the question of personal freedom which is restricted and is that good or bad? Most of us want a better community with higher quality of life and there is a price to pay and some of that is giving up personal freedom. Where do we find that balance point and it is different in very community. This community is different from Scottsdale, Sierra Vista and this is our community and we need to decide where that balance point is. Commissioner Miller lived here 15 years and people have asked him if service station downtown and asked if this is the only place to get gas. We could do a lot of things if could get people downtown and show a different view. As long as St and Fed requirements things the way they are on those business boarded up in downtown and that is not going to change. Going to have to have person with money and that is not going to happen until election in November. He grew up in Scottsdale and remembers Ordinance all signs on ground and no higher than 48" and people screamed and yelled and there were lawsuits. They got the public educated and in Scottsdale you need to look down for a business sign and it took years to get people educated. So long as Willcox sits as it is with the freeway exits as they are there is not a lot they can do to change until we get industry to come in here to provide jobs then trickle down affect. Chairman Fusco if get industry it will change. Councilman Holloway thinks we are selling business people short. They know how to study a community and they know how to figure out if they can make a profit and if they can't it's not because they hate us; it is not that they hate our landscape fees it is they can not make the bucks that they want to make. The "x number" of people that shop here the truth is we have 3,700 people in town and we have some people option to shop here and we have a lot that shop in Safford and do the same by going to Benson. We are land locked. If someone wants 15,000 sq. ft. building then forget it. We have motel and you will have to pay for asbestos and 7.5 miles is not very much. City Manager McCourt stated staff works with developers in surrounding areas too. Example was the potential prison and none of the sites they looked at were within the City and we do not restrict ourselves to City limits. Mr. Stoddard looking at racetracks, wineries, and recent purchase of the Apple Plant to bottle wine. Location and how downtown looks and he tries to bring companies here by taking them out and about a 2-mile radius and try to get Economic Development and there are not a lot of companies moving right now. City Manager McCourt stated that protects quality of life such as on the meat packing. Mr. Stoddard stated we have taken steps we are designing Quail Park and steps to get land for people to come in and development. It is taking a little time and there are not that many grants out there to make these developments happen.

Vice Mayor Cronberg asked the Council members if they want to talk about this without Council meeting that follows and specifics and allows staff proposals. City Manager McCourt does not think they are "done chewing on this." We need another session at a minimum before next Council meeting and talk about things that they talked about and discuss them again. This is trying to take policies that community wants to do and put them into City Code and need to be sure we have philosophy right. It is up to the Council to decide when and this is important issue.

Vice Mayor Cronberg would like to hold a specific meeting to clarify philosophy. Next Work Session meeting is on Monday, January 9, 2012 at 6:00 p.m. and no decisions to be made.

ADJOURN

There being no further business before the Mayor and Council, Vice Mayor Cronberg adjourned the meeting at 7:05 p.m. and requested with the public indulgence a five (5) minute break before starting the special Council meeting.

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CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint work session meeting of the City Council of the City of Willcox and the Planning & Zoning Commission held on the 3rd day of January 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 6th day of January 2012

City Clerk Cristina Garcia Whelan, CMC

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2012.

MAYOR GERALD W. LINDSEY
Signed: _____

ATTEST:

City Clerk Cristina Garcia Whelan, CMC

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item 7B
Tab Number 2
Date: 1/17/2012

Date Submitted:	Action:	Subject:
January 11, 2012	<input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal	Financial Statements Fiscal YTD 2011-2012 (July –December 2011)

TO: MAYOR AND COUNCIL
FROM: Finance Director Ruth Graham

Discussion:

As of December 31, 2011, 50% of Fiscal Year 2011-2012 has elapsed. Following is a description of the exhibits attached.

- A) City Manager's Memo.
- B) The Revenues, Expenses and Fund Balances (July-December 2011) is arranged in columns showing the 1) Fund Number, 2) Fund Name, 3) 7/1/11 Opening Balance, 4) Revenues (YTD net of transfers), 5) Interfund Transfers in and out, 6) Expenses (YTD net of transfers), 7) the 12/31/11 fund balance, and 8) the Change in Fund Balance (YTD) with losses shown in parentheses.
- C) The Report to the City Council shows a comparison between actual year to date and budgeted year to date activities, as well as a comparison to the same time period last fiscal year. In the YTD Revenues block, the first column shows the Actual YTD income, including transfers in from other funds, the budgeted YTD revenues, and the percentage of revenues received for the year to date. For example, this report shows that overall the City has received 74% of the revenues we anticipated for the first six months of the year (July-December). The last column in the YTD Revenues section shows the Revenues received for the same period last year. The YTD Expenditures follow the same format. The final block includes YTD income (loss) for the current year and the prior year.
- D) City Sales Tax (FY11 Adjusted). This chart shows gross sales tax revenues by month for the years 2005-2012. The reference in the title to (FY11 Adjusted) reflects a smoothing of revenues received in August 2011 when the City received a one-time payment of \$150,000 from a single taxpayer. The Total column on the right includes the year to date revenues as well as the budgeted revenues for the year. The % Budget line for FY12 represents actual revenues divided by budgeted revenues. The Average % Received line analyzes where we would expect to be at this time of year based on past years' receipts. The Budgeted Distribution block shows the distribution of the City Sales Tax Revenues. Bed tax revenues are included in the gross transaction privilege tax receipts; after allocation of the bed tax, 2% of the revenues are allocated to General Fund, and 1% to Streets.

E) The fourth chart is Revenue Analysis Highway User Revenue Fund (HURF), 7 year Comparison. This reflects that HURF Revenues from the State have continued to decline. If FY05, the City received \$339,423; in FY11 it was \$276,785; and for FY12, revenues are below State projections of \$239,091. If revenues continue for the balance of the year at the current rates, we will be about \$37,000 (15%) short of projections.

General Fund: The City has received 74% of YTD budgeted revenues for the period and expended 78% of YTD budgeted expenses. The net expenditures exceed revenues by \$81,447. For the comparative period in FY11, expenses exceeded revenues by \$106,818.

Highway Users Fund: HURF revenues are at 74% of the YTD budget, while expenditures are at 65%. The expenditures reflect an accrual of bond obligations payable twice a year.

Special Revenue Grants & Funds: The revenues and expenditures for Special Revenue Grants vary by the timing of reimbursements. Grant projects underway include the Library solarium and the Ft. Grant beautification project. Grants typically require that expenditures are made before grant funds are distributed. The Special Revenue Funds are monies held by the City for specific purposes, including community contributions. The fund also tracks Stone Garden revenues and expenses.

Debt Service Fund: This fund is used to manage the City's general obligation bonds. Revenues are derived from Secondary Property Tax. Expenditures for the Debt Service Fund exceed revenues by \$83,169. The annual debt payments are due July 1st and December 31st each year on the Greater Arizona Development Authority (GADA) bonds and all monies have been expended for those debt payments. Property tax payments continue throughout the year, and are concentrated in November and May.

Capital Improvements Fund: The capital improvements fund expenditures are for City projects. Funds are budgeted for a Library Solarium project funded in part by an \$117,000 grant from USDA-RD.

Utilities:

Gas: Gas revenues for operations total 57% of the YTD budget, and expenditures total 48%. The cold weather months for gas usage are traditionally December through March.

Water: Water revenues for operations total 103% of the YTD budget and expenditures are at 72%. Water usage is highest in the summer months.

Sewer: Sewer revenues for operations total 111% of the YTD budget and expenditures total 64%. Engineering has been underway on the proposed sewer plant project for several months and budgeted improvements of \$16,000,000 are not included in this summary.

Refuse: The Refuse fund has received 99% of YTD budgeted revenues and expended 95% of YTD budgeted expenditures.

Fiduciary Funds:

Magistrate Court: Court revenues are at 61% of the YTD budget, and expenses are at 57%.

Firemen's Fund: This is an ongoing fund for the benefit of retired fire fighters. Revenues are derived from payroll contributions of 5% of wages from the firefighters and the 5% from the City, as well as state revenues and interest earnings. Ongoing expenditures include one pension at \$200.00 per month.

Submitted by:



Ruth Graham, Finance Director

Approved:



Pat McCourt, City Manager

CITY OF WILLCOX
REVENUES & EXPENDITURES COMPARED TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2011

		GENERAL FUND			UNEARNED/ UNEXPENDED	PCNT
		PERIOD ACTUAL	YTD ACTUAL	BUDGET		
<u>TAXES</u>						
10-31-10000	CITY SALES TAX-2%	170,159.45	706,511.69	1,536,615.00	830,103.31	46.0
10-31-30000	PRIMARY TAX LEVY	37,037.12	58,476.89	74,454.00	15,977.11	78.5
10-31-40000	LAW AGENCY TAX	44.26	261.93	250.00	(11.93)	104.8
10-31-50000	ROOM OCCUPANCY TAX	16,703.04	78,601.14	130,000.00	51,398.86	60.5
TOTAL TAXES		223,943.87	843,851.65	1,741,319.00	897,467.35	48.5
<u>LICENSES & PERMITS</u>						
10-32-10000	ELECTRICAL SERVICE FRANCHISE	.00	45,352.24	150,000.00	104,647.76	30.2
10-32-20000	CABLE TV FRANCHISE	.00	956.30	7,000.00	6,043.70	13.7
10-32-30000	LIQUOR LICENSE	1,450.00	1,950.00	3,000.00	1,050.00	65.0
10-32-40000	REFUSE HAULER LICENSE	4,174.86	4,374.86	16,000.00	11,625.14	27.3
10-32-50000	DOG LICENSE	.00	.00	100.00	100.00	.0
10-32-60000	BUILDING PERMIT	1,544.30	16,006.66	40,000.00	23,993.34	40.0
10-32-80000	BUSINESS LICENSE	1,035.00	2,082.00	5,000.00	2,918.00	41.6
TOTAL LICENSES & PERMITS		8,204.16	70,722.06	221,100.00	150,377.94	32.0
<u>INTERGOVERNMENTAL</u>						
10-33-10000	STATE SALES TAX	22,803.03	116,305.88	284,241.00	167,935.12	40.9
10-33-20000	AUTO LIEU TAX	12,934.42	68,700.00	173,588.00	104,888.00	39.6
10-33-30000	STATE REVENUE SHARING	26,425.56	158,540.25	317,107.00	158,566.75	50.0
TOTAL INTERGOVERNMENTAL		62,163.01	343,546.13	774,936.00	431,389.87	44.3
<u>APPROPRIATIONS</u>						
10-37-50000	FUND BALANCE APPROPRIATIONS	.00	.00	903,932.00	903,932.00	.0
TOTAL APPROPRIATIONS		.00	.00	903,932.00	903,932.00	.0
<u>NON-OPERATING</u>						
10-38-75200	CHARGES FROM GAS	15,894.58	95,367.48	190,735.00	95,367.52	50.0
10-38-75300	CHARGES FROM WATER	10,545.25	63,271.50	126,543.00	63,271.50	50.0
10-38-75400	CHARGES FROM SEWER	9,602.33	57,613.98	115,228.00	57,614.02	50.0
10-38-75500	CHARGES FROM SOLID WASTE	8,344.33	50,065.98	100,132.00	50,066.02	50.0
TOTAL NON-OPERATING		44,386.49	266,318.94	532,638.00	266,319.06	50.0

CITY OF WILLCOX
REVENUES & EXPENDITURES COMPARED TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2011

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED/ UNEXPENDED	PCNT
<u>OTHER</u>						
10-39-20100	COURT FINES	370.35	1,565.36	6,652.00	5,086.64	23.5
10-39-20200	LIBRARY FINES, FORFEITS	433.79	2,702.74	5,000.00	2,297.26	54.1
10-39-30000	CEMETERY	3,498.72	8,216.31	15,000.00	6,783.69	54.8
10-39-40500	QUAIL PARK REVENUE	.00	1,275.00	.00	(1,275.00)	.0
10-39-60200	RENT - COMMUNITY CENTER	189.62	2,816.26	3,500.00	683.74	80.5
10-39-60300	RENT -- CIDER MILL	.00	150.00	.00	(150.00)	.0
10-39-60400	RENT - SEACAP	300.00	1,800.00	3,600.00	1,800.00	50.0
10-39-90100	INTEREST INCOME	.00	12,275.17	10,000.00	(2,275.17)	122.8
10-39-90200	SWIMMING POOL	.00	4,088.31	13,000.00	8,911.69	31.5
10-39-90300	HUMANE IMPOUND FEES	.00	940.00	1,200.00	260.00	78.3
10-39-90600	RAILROAD VIDEO REVENUE	.00	22.32	.00	(22.32)	.0
10-39-90800	PUBLIC RECORDS REQUEST REVENUE	22.50	160.00	600.00	440.00	26.7
10-39-90900	MARRIAGE LICENSE REVENUE	.00	12.50	200.00	187.50	6.3
10-39-91700	COUNTY HUMANE CONTRIBUTION	.00	26,042.14	26,042.00	(.14)	100.0
10-39-93000	COURT FINES-POLICE RESTITUTION	.00	4.20	100.00	95.80	4.2
10-39-96000	SOLID WASTE LOAN REPAYMENT	17,900.00	17,900.00	35,799.00	17,899.00	50.0
10-39-99900	MISCELLANEOUS RECEIPTS	519.95	3,731.58	40,000.00	36,268.42	9.3
	TOTAL OTHER	23,214.93	83,701.89	160,693.00	76,991.11	52.1
	TOTAL FUND REVENUE	361,912.46	1,608,140.67	4,334,618.00	2,726,477.33	37.1

Memorandum

To: Mayor & Council
CC: Directors
From: City Manager *WJ*
Date: 1-11-12
Re: Mid year Financial review FY 12

The midyear financial report for July 1, 2011 through December 31, 2011 is attached. There is a great deal of information, I will not cover everything, I will attempt to mention items of significance.

In most Funds there are no concerns: Grants #16, Special Revenue #17, Debt service #20, Capital Improvement #21, Gas #50, Water #51, Sewer #52, Refuse #53, Magistrate Court Trust Fund #61, and Fireman's Pension #72.

In the HURF Fund #15, there is a problem with the revenue projection on two (2) major sources: The 1% of the City Sales tax dedicated to the HURF Fund and the State Shared HURF revenue.

As of December 31, the income from the City Sales tax has reached 47% of the Budget estimate for FY 12, historically as of December 31 the amount received as been 49+% of the total received in that year. Therefore using conservative projections it is estimated that the amount of City Sales tax that will be received for the HURF will be less than budgeted by approximately \$46,000. (The actual dollar amount will be very close to last years amount the budgeted estimate included an increase of 5%).

The State shared HURF money received as of November 30 (The State continues to be slow in deliver of the money to the City) indicates that the City has received approximately 35% of the Budgeted amount, historically as of November 30 the City has received 39% of total received in that year. Therefore using conservative projections it is estimated that the amount of State shared HURF money that will be received will be less than budgeted by approximately \$24,000. (The City uses budget projections provided by the State for the State Shared Revenues: the projected amount will also be less than the amount received in last fiscal year, this is

due to the State taking additional HURF monies for use in balancing the State Budget prior to the monies being placed in the distribution formula).

The good news is; that due to staff restrained spending in the Operational HURF Departments; the income shortfalls are estimated to be more than offset by reduced expenditures. It is not necessary to delay any of the Capital HURF improvements.

The General Fund #10 has a variety of activity occurring.

- 1) The City Sales Tax, (as discussed in the HURF fund) is below projections; the estimated shortfall to the General Fund is approximately \$92,000.
- 2) The Lodgers Tax is up over budget and is estimated to generate \$26,000 over budget (half of which will go to the Chamber of Commerce as per contract) for a net gain to the General Fund of \$13,000.
- 3) The Electric Franchise fees are below estimate and it is projected will be approximately \$44,000 below budget for the year (this is due to the changes which occurred mid FY 11 in payment from SSVEC and is expected to be ongoing).
- 4) Refuse Hauler appears to be low, this is due to implementation problems in the first part of FY12 which have been corrected this should meet expectations.
- 5) While State Sales Tax and Auto in Lieu appear to be low, this appearance is due to the late payment rather than under payment.
- 6) Interest income is above expectations and will likely produce a net gain of \$12,000.
- 7) Miscellaneous Receipts normally has a large receipt near the end of the FY and is currently on target.

The net result is that the General Fund is at approximately 47.5% of expected revenue, which if it continues will result in a revenue shortfall for FY12 in the General Fund of approximately \$169,000.

The good news is that due to Staff restraining spending; the expenses are running fall below budget estimates.

If the current trends continue the General Fund will have a DEFICIT in FY 12 of approximately \$117,500. While a deficit is not good and cannot be maintained in the long term; the Budgeted Deficit for FY 12 is \$903,932 and it appears that through staff efforts the City will be in much better financial position than the budget had estimated.

There is no need for any midyear changes in service delivery to the Community.

**City of Willcox Fiscal Year 2011-12
Revenues, Expenses and Fund Balances (July - December 2011, 50% of fiscal year has elapsed)**

Fund Number	Fund Name	7/1/11 Opening Bal.	Revenues	Inter-fund Transfers		Expenses	12/31/11 Ending Balance	FY 11-12 Fund Bal. Change
				In	Out			
10	General Fund	\$ 1,828,822	1,341,822	A \$ 266,319 E \$ 17,900	C \$ 16,600	\$ 1,672,987	\$ 1,747,375	\$ (81,447)
15	HURF	\$ 257,723	\$ 438,078		B \$ 15,519	\$ 368,803	\$ 311,480	\$ 53,757
16	Grants	\$ 16,834	\$ 130,955	B \$ 15,519		\$ 227,744	\$ (64,437)	\$ (81,271)
17	Special Rev Grants	\$ 100,554	\$ 7,824	C \$ 16,600		\$ 3,467	\$ 121,511	\$ 20,957
20	Debt Service	\$ 161,895	\$ 62,950	D \$ 2,850		\$ 148,969	\$ 78,726	\$ (83,169)
21	Capital Improv	\$ 44,182	\$ (569)			\$ 65,925	\$ (22,313)	\$ (66,495)
50	Gas - Operating	\$ 969,183	\$ 348,694		A \$ 95,367	\$ 195,502	\$ 1,027,008	\$ 57,825
51	Water	\$ 1,331,319	\$ 380,766		A \$ 63,272 D \$ 2,850	\$ 199,461	\$ 1,449,352	\$ 115,183
52	Sewer	\$ 718,971	\$ 406,703		A \$ 57,614	\$ 176,848	\$ 891,212	\$ 172,241
53	Refuse Due to Gen Fund	\$ 14,845 \$ (78,268)	\$ 329,304		A \$ 50,066 E \$ 17,900	\$ 249,286	26,898 (78,268)	\$ 12,053
61	Magistrate Court Trust Fund	\$ 3,863	\$ 8,489			\$ 7,948	\$ 4,404	\$ 541
72	Firemen's Pension Trust Fund	\$ 220,588	\$ 2,739			\$ 1,400	\$ 221,927	\$ 1,339
		\$ 5,590,511	\$ 3,457,755		\$ 319,187	\$ 3,318,341	\$ 5,714,875	\$ 121,514

- A Utilities transfers to General Fund
- B Grant matching funds from Streets to Fort Grant project
- C City's Donation matching for skatepark funds received to date
- D General Obligation Bond for Water paid by Water Utility
- E Year to date budgeted Refuse loan repayment to General Fund

CITY OF WILLCOX
FINANCE DEPARTMENT
REPORT TO THE CITY COUNCIL

JULY - DECEMBER 2011 (50% OF FISCAL YEAR 2011-2012)

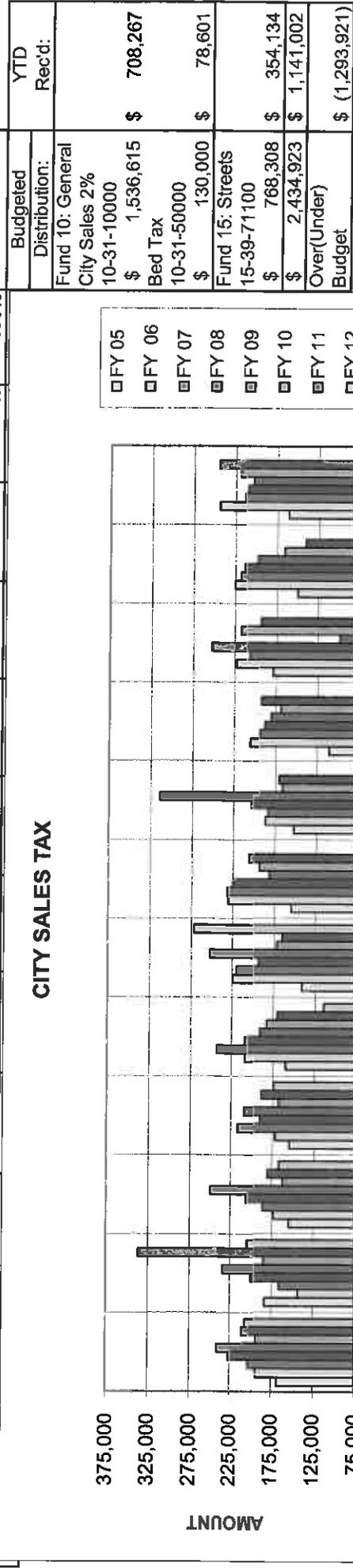
	YTD REVENUES			YTD EXPENDITURES			YTD INC (LOSS)			
	ACTUAL YTD	BUDGET YTD	%	ACTUAL PRIOR YTD	ACTUAL YTD	BUDGET YTD	%	ACTUAL PRIOR YTD	FY12 Net	FY11 Net
GENERAL FUND										
General Fund Departments	\$ 1,608,141	\$ 2,167,309	74.2%	\$ 1,624,909	\$ 1,689,587	\$ 2,167,309	78.0%	\$ 1,731,727	\$ (81,447)	\$ (106,818)
HURF/LTAF **	\$ 438,078	\$ 587,301	74.6%	\$ 464,674	\$ 384,321	\$ 587,301	65.4%	\$ 389,143	\$ 53,757	\$ 75,531
SPECIAL REVENUE FUND										
Special Revenue Grants	\$ 170,897	\$ 1,098,230	15.6%	\$ 47,677	\$ 231,211	\$ 1,098,230	21.1%	\$ 59,685	\$ (60,314)	\$ (12,008)
Debt Service Fund *	\$ 65,800	\$ 78,397	83.9%	\$ 87,957	\$ 148,969	\$ 78,397	190%	\$ 152,953	\$ (83,169)	\$ (64,996)
Capital Improvements Fund	\$ (569)	\$ 81,350	-0.7%	\$ 72	\$ 65,925	\$ 81,350	81.0%	\$ 16,937	\$ (66,495)	\$ (16,865)
PROPRIETARY FUND										
Gas	\$ 348,694	\$ 610,007	57.2%	\$ 324,150	\$ 290,870	\$ 610,007	47.7%	\$ 311,837	\$ 57,825	\$ 12,313
Water **	\$ 380,766	\$ 368,145	103.4%	\$ 381,669	\$ 265,582	\$ 368,145	72.1%	\$ 329,426	\$ 115,183	\$ 52,243
Sewer **	\$ 406,703	\$ 365,433	111.3%	\$ 365,472	\$ 234,462	\$ 365,433	64.2%	\$ 292,272	\$ 172,241	\$ 73,200
Refuse	\$ 329,304	\$ 331,993	99.2%	\$ 274,707	\$ 317,252	\$ 331,993	95.6%	\$ 271,760	\$ 12,053	\$ 2,947
FIDUCIARY FUND										
Magistrate Court Fund	\$ 8,489	\$ 14,000	60.6%	\$ 14,464	\$ 7,948	\$ 14,000	56.8%	\$ 11,400	\$ 541	\$ 3,064
Fireman Pension Fund	\$ 2,739	\$ 27,129	10.1%	\$ 1,296	\$ 1,400	\$ 27,129	5.2%	\$ 1,400	\$ 1,339	\$ (104)
FUND GRAND TOTALS	\$ 3,759,043	\$ 5,729,292	65.6%	\$ 3,587,047	\$ 3,637,529	\$ 5,729,292	63.5%	\$ 3,568,540	\$ 121,514	\$ 18,507

*General Obligation Bond payments include all annual principal and interest; revenues received throughout the year.

**Includes accrual for bond obligations

**FY 2011-2012 REVENUE ANALYSIS, 7 YEAR COMPARISON
CITY SALES TAX (FY 11 Adjusted)**

	JUL 1	AUG 2	SEP 3	OCT 4	NOV 5	DEC 6	JAN 7	FEB 8	MAR 9	APR 10	MAY 11	JUN 12	TOTAL
FY 05	168,013	183,504	154,754	154,469	160,110	141,338	154,907	152,582	110,850	178,844	150,068	161,654	\$ 1,871,093
% ACTUAL	9%	19%	27%	35%	44%	51%	60%	68%	74%	83%	91%	100%	
FY 06	193,896	143,339	173,142	171,901	208,794	224,179	230,275	186,889	205,698	222,916	225,015	243,549	\$ 2,429,593
% ACTUAL	8%	14%	21%	28%	37%	46%	55%	63%	72%	81%	90%	100%	
FY 07	202,743	165,765	186,262	216,547	242,925	219,633	231,558	183,483	194,169	206,918	218,263	213,479	\$ 2,481,745
% ACTUAL	8%	15%	22%	31%	41%	50%	59%	66%	74%	83%	91%	100%	
FY 08	226,135	199,426	206,086	190,555	209,137	193,394	224,737	203,483	188,181	252,298	213,351	209,987	\$ 2,516,769
% ACTUAL	9%	17%	25%	33%	41%	49%	58%	66%	73%	83%	92%	100%	
FY 09	241,222	233,929	249,889	209,366	191,160	252,520	181,257	313,856	180,737	98,680	198,186	203,912	\$ 2,554,713
% ACTUAL	9%	19%	28%	37%	44%	54%	61%	73%	80%	84%	92%	100%	
FY 10	193,688	184,506	162,446	168,042	182,805	171,565	193,292	166,484	169,312	217,453	166,070	219,163	\$ 2,194,826
% ACTUAL	9%	17%	25%	32%	41%	48%	57%	65%	73%	82%	89%	100%	
FY 11	210,485	190,200	180,741	188,681	170,387	165,299	205,760	170,540	192,588	193,598	140,665	243,983	\$ 2,252,926
% ACTUAL	9%	18%	26%	34%	42%	49%	58%	66%	74%	83%	89%	100%	
FY 12	206,815	204,379	167,071	173,708	114,454	271,942	2,633						\$ 1,141,002
% BUDGET	8%	17%	24%	31%	36%	47%	47%	47%	47%	47%	47%	47%	\$ 2,434,923
AVG % RECVD	9%	17%	25%	33%	41%	49%	58%	47%	67%	83%	91%	100%	
													See note below



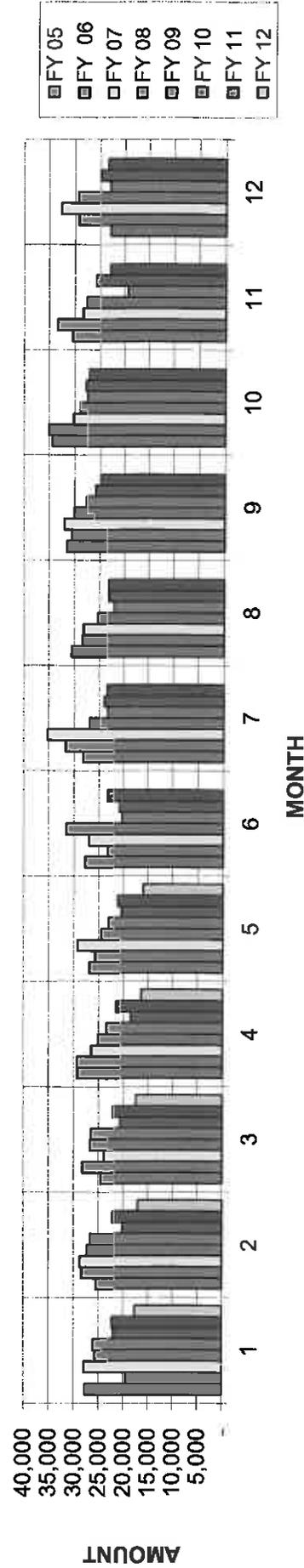
NOTE: August 2010 has been adjusted to remove \$146,093 collection of prior year taxes

**REVENUE ANALYSIS
HIGHWAY USER REVENUE FUND (HURF)**

Note - Distribution 3-4 weeks after end of the month (i.e. August distribution of July revenues).

	JUL 1	AUG 2	SEP 3	OCT 4	NOV 5	DEC 6	JAN 7	FEB 8	MAR 9	APR 10	MAY 11	JUN 12	TOTAL
FY 05	27,726	25,457	24,546	29,251	26,828	27,721	28,178	30,528	31,542	34,298	30,449	22,900	\$ 339,423
% ACTUAL	8%	16%	23%	32%	39%	48%	56%	65%	74%	84%	93%	100%	
FY 06	19,403	28,390	28,222	29,275	25,692	23,144	31,626	28,399	30,565	35,072	33,283	29,216	\$ 342,287
% ACTUAL	6%	14%	22%	31%	38%	45%	54%	63%	71%	82%	91%	100%	
FY 07	27,893	28,705	23,836	26,445	29,186	26,961	35,162	28,158	31,952	30,232	28,374	32,597	\$ 349,501
% ACTUAL	8%	16%	23%	31%	39%	47%	57%	65%	74%	83%	91%	100%	
FY 08	25,709	27,314	26,668	25,084	24,451	31,483	26,939	25,240	29,987	28,913	27,671	29,321	\$ 328,781
% ACTUAL	8%	16%	24%	32%	39%	49%	57%	65%	74%	83%	91%	100%	
FY 09	26,153	26,701	26,455	23,360	22,955	20,301	23,264	22,015	27,617	27,512	19,391	22,978	\$ 288,703
% ACTUAL	9%	18%	27%	36%	44%	51%	59%	66%	76%	85%	92%	100%	
FY 10	22,004	20,135	20,601	18,462	20,393	20,855	23,958	23,102	25,787	27,761	25,751	24,943	\$ 273,754
% ACTUAL	8%	15%	23%	30%	37%	45%	53%	62%	71%	81%	91%	100%	
FY 11	22,289	22,096	22,119	21,386	21,136	23,247	23,343	23,097	24,669	27,122	22,915	23,365	\$276,785
% ACTUAL	8%	16%	24%	32%	39%	48%	56%	65%	73%	83%	92%	100%	
FY 12	17,626	17,021	17,396	16,280	15,930	-	-	-	-	-	-	-	\$84,253
% BUDGET	7%	14%	22%	29%	35%	35%	35%	35%	35%	35%	35%	35%	\$239,091
Avg % RECVD	8%	16%	24%	31%	39%	47%	56%	64%	73%	83%	92%	100%	

HURF



CITY OF WILLCOX
Request for Council Action

Agenda Item: 9
Tab Number: 3
Date: 01-17-2012

Date Submitted:
January 10, 2012
Date Requested:
January 17, 2012

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject:
C-K 5 Rodeo
Company has
requested to waive
requirement for all
vendors to have
individual permits.

To: Honorable Mayor and City Council

From: Dave Bonner, Director Public Services & Works

Discussion: Charles W. Embree with C-K 5 Rodeo Company will be holding an NSPRA Firecracker Rodeo at the Rodeo Grounds at Quail Park from July 13, 2012 through July 15, 2012. Mr. Embree has requested to waive requirement for all vendors to have individual permits.

Recommendation: Staff recommends that the Mayor and Council consider waiving requirement for all vendors to have individual permits.

Fiscal Impact:

Prepared By: Neyra Enriquez
Neyra Enriquez, Public Services and Works

Approved By: Dave Bonner
Dave Bonner, Public Services and Works Director

Approved By: Pat McCourt
Pat McCourt, City Manager

5 JAN 2012

JAN REC'D

Ms Ruth Graham
City of Willcox
Dept of Finance
201 S. Railroad Ave Ste B
Willcox, AZ 85643

Dear Ruth:

Enclosed is the information you requested regarding the upcoming Firecracker Shootout Rodeo, to be held July 13, 14, 15, 2012

DATES of Event: 13, 14, 15 July 2012

Nature of Event: Sanctioned NSPRA rodeo
Willcox Rodeo Grounds, 801 N Quail Dr., Willcox
AZ.

Number of Vendors:

Mr K's Bar Be Que BBQ sandwiches

Snack Bar: Burgers, Cheeseburgers, Fries, Onion Rings
Soft drinks

BAR: Liquor + Beer

There are Food VENDORS, there could be 2 other Food
Vendors.

Various other vendors;

**CITY OF WILLCOX
Request for Council Action**

Agenda Item: 10
Tab Number: 4
Date: 01-17-2012

Date Submitted:
January 6, 2012
Date Requested:
January 17, 2012

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject:
Willcox AJRA
requests fees be
waived for the Quail
Park Arenas, Lights,
and Concession Stand.

To: Honorable Mayor and City Council

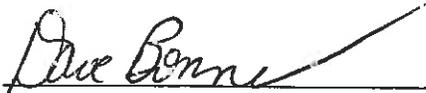
From: Dave Bonner, Director Public Services & Works

Discussion: Willcox Arizona Junior Rodeo Association (AJRA) is requesting that the fees be waived for the use of the Quail Park Arenas, Lights, and Concession Stand. Willcox AJRA would like to hold a Public Kids Rodeo at Quail Park. This event is scheduled to be held on Saturday, April 21, 2012 and Sunday, April 22, 2012.

Recommendation: Staff recommends that the Mayor and Council consider waiving fees for this event.

Fiscal Impact: \$350.00

Prepared By: 
Neyra Enriquez, Public Services and Works

Approved By: 
Dave Bonner, Public Services and Works Director

Approved By: 
Pat McCourt, City Manager

Each party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their participation while performing duties undertaken pursuant to this Agreement.

The PARTICIPANT agrees to hold harmless the City, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from PARTICIPANT performance pursuant to this Agreement. The PARTICIPANT shall provide the CITY with current insurance certificates or the evidence of coverage as appropriate.

The CITY agrees to hold harmless the PARTICIPANT, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from the CITY performance pursuant to this Agreement.

ARTICLE IV -- MISC. PROVISIONS:

CANCELLATION FOR CONFLICT OF INTEREST

This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

NONASSIGNABILITY

Neither party may assign a duty or responsibility under this Agreement without the prior written consent of the other party.

RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

NOTICE REQUIREMENTS

All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective party as follows:

If to the CITY: City of Willcox, Public Services and Works
250 N. Railroad Avenue
Willcox, Arizona 85643

If to the PARTICIPANT:

Name: Karen Clem

E-Mail Address: clem@iac.net

Organization: AZ JHSRA AHSRA

Contact Phone Number(s): (520) 203-4469 (520) 384-5571

Mailing Address: 44207. Lasso Ln - Willcox AZ 85643
City State Zip Code

SEVERABILITY

Each provision of this Agreement stands alone and, if any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of the provision and of the entire Agreement will be severable and remains in effect.

ENTIRE AGREEMENT

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended or extended only by a written amendment approved by the parties.

GOVERNING LAW

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate, by reference, all laws governing mandatory contract provisions required by statute or executive order.

IN WITNESS WHEREOF, the Parties hereby enter into this Agreement as of the day and year written above.

CITY OF WILCOX, COCHISE COUNTY, ARIZONA

[Signature]
Signature

1-5-12
Date

Oscar Hudson
Printed Name

Facilities & Parks Supervisor
Title

PARTICIPANT

[Signature]
Signature

12-20-11
Date

Karen Clem
Printed Name

Title

Attachment "A"
Quail Sports Park

The City of Willcox Facilities & Maintenance section of Public Services & Works will perform the following:

Field # 1

Drag and Dress

Set Bases at _____

Set Pitcher's plate at _____

Construct pitcher's mound with the following specification:

Discontinue Irrigation on _____

Field # 2

Drag and Dress

Set Bases at _____

Set Pitcher's plate at _____

Construct pitcher's mound with the following specification:

Discontinue Irrigation on _____

Field #1 & #2

Provide Key AL2, Concession Stand

Provide Key AL1, Restrooms

Provide Key _____, Padlock

Rodeo

Provide Key AL4, Concession Stand

Provide Key AL5, Restrooms

Provide Key IDCO "0", Arena Lights

Review Operation of Lights

Provide Key Ace KW1, Ticket Booth

Provide Key AL7 & Kwikset 5, Announcer Stand

Provide Key Kwikset & AL6, South Booth

Unless otherwise specified trash cans are emptied, restrooms are cleaned and restocked on a daily basis during weekdays.

Arrangements for additional tasks may be requested by speaking with the Facilities and Maintenance Supervisor or the Public Services & Works Director.

Special Arrangements:

extra toilet paper

extra trash bags & cans for trash

The "Participant" is responsible for establishing control of the area(s) requested for use. The City of Willcox is not responsible for loss due to acts of God or vandalism or by actions of others not affiliated with the City of Willcox.

Attachment "B"
Quail Sports Park Checklist

The Participant agrees to perform the following tasks:

<p>General</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Obtain appropriate keys one business day prior to the event, by 3:30PM.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Return keys within two (2) business days of event conclusion.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Learn how to use ball field lights.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Learn how to use infield irrigation.</p> <p>Prepare Ball Fields</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Place Chalk Lines</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Verify Base Placement</p> <p>Prepare Arena(s)</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Water Arenas</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Prepare Ground in Arena(s) for Event.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Place Anchors for Barrels Race</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Erect Additional Panels for Stock</p> <p>Vendor(s)</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Request to waive requirement for all vendors to have individual permits.</p>	<p>Cleaning</p> <p>Cleaning consists of removing all litter, sweeping and mopping the concession stand and tying up garbage bags and placing them in the dumpster. All areas should be left in the same or better condition as received.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Clean Restrooms</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Clean Dugouts</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Fill in holes in batter's box</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Fill in holes at all bases</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Fill in holes in front of pitcher's mound</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Clean Ball field Concession</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Clean Rodeo Concession</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Clean South Booth</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Clean Announcer Stand</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Clean Ticket Booth</p> <p>If Serving Alcohol</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Obtain Special Event Liquor License with the Arizona Department of Liquor.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Provide Liquor Liability Insurance in the amount of \$1,000,000 naming the City of Willcox as additionally insured.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Provide Security approved by Willcox Public Safety Department.</p>
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- Participant is responsible for notifying Parks & Facilities Maintenance of items that need special attention or repair.
- All equipment or personal items belonging to the "Participant" shall be removed by 8:00 a.m. on the day following the event.
- Premises shall be left clean and in good repair or deposit will be surrendered. Others charges may be assessed if significant damage occurs.
- City of Willcox officials reserve the right to enter / inspect the premises during the event.
- The "Participant" is responsible for establishing control of the area(s) requested for use. The City of Willcox is not responsible for loss due to acts of God or vandalism or by actions of others not affiliated with the City of Willcox.

Contact information:

Public Services & Works -----766-4213

Facilities & Park Maintenance-----507-0442

On-call -----766-2201

Attachment "C"
Quail Sports Park Rodeo Fee Schedule

Deposit and Rental Fees

All Deposits, Fees, Proof of Insurance & Special Permits or Licenses must be tendered 10 days prior to event date in order to finalize scheduling details.

	Fee Description	Fee Amount	Number of Days	Subtotal	Cash Rec'd.	Check#	Rept. #
X	Reservation Deposit	\$50.00		\$50.00		20084	82891
	Rodeo Main Arena	\$100.00	2	200.00			
	Bull Riding Main Arena	\$100.00					
	Roping Main Arena	\$100.00					
	Barrel Race Main Arena	\$50.00					
	Gym-Kana Main Arena	\$50.00					
	Horse Show Main Arena	\$50.00					
	Play Day Main Arena	\$50.00					
	Roping Warm-up Arena						
	Barrel Race Warm-up Arena						
	Horse Show Warm-up Arena						
	Play Day Warm-up Arena						
	Concession Stand	\$50.00	2	100.00			
	Main Arena Lights	\$25.00	2	50.00			
	Total Fees Due			400.00			

- 50.00 12/27/11 paid.
 350.00

Request to waive fees through City Council. Please attach event details.

- The City of Willcox reserves the right to refuse reservations.
- Must be at least 21 years of age to reserve facilities.
- Participant may reserve one (1) day prior to the event to set up for event without additional charge for the day providing another event is not already scheduled.
- Under normal circumstances; fees and certificate of insurance must be remitted ten (10) days prior to the scheduled use.
- All fees must be paid prior to the issuance of keys.
- Cancellation of reservation within five (5) days of the activity will result in surrender of \$50.00 deposit and 1/2 of rental fees.
- Returned checks are subject to a twenty-five dollar (\$25.00) fee.

Condition Verification

I have inspected the condition of the facilities specified under this agreement and have found them to be in _____ Satisfactory _____ Unsatisfactory condition.

I recommend that _____ All _____ None _____ Other _____ of the deposit be returned.

_____ Significant damage has occurred directly related to this event.

Damages are estimated to cost _____ which must be remitted within five (5) days.

 City of Willcox Representative Signature

 Date

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 11
Tab Number: 5
Date: 01-17-2012

Date Submitted: 01-6-12
Date Requested: 01-17-12

Action: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input type="checkbox"/> Other

Subject: Amendment to the existing MOU between the City and the Hospital (District) on Senior Center

TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: Attached is a proposed amendment to the existing Memorandum of Understanding (MOU) between the City of Willcox and the Northern Cochise County Hospital District (District).

The original MOU was approved at the regular City Council meeting 10-4-10 by Resolution 2010-99.

Since that time the District has had some concerns about the wording of the MOU and is requesting the proposed changes to clarify the MOU and how the District will work through the Northern Cochise County Hospital, a nonprofit Organization (NCCH) to fulfill the District's responsibilities under the MOU.

The proposed amendment does not change the duties of any parties.

For your convenience a marked up copy of the Proposed MOU is attached.

The Resolution contains a copy of the proposed MOU not marked up.

RECOMMENDATION: Approve the Resolution

FISCAL IMPACT: Variable depending on future agreements between the parties.

The City has not released the HUD grant monies to the District because of the District's concern on the MOU and the resulting City concern about fulfilling the HUD grant requirements. If this amendment is approved the City will release the HUD Grant monies to the District (\$95,000).

Prepared by: 
Pat McCourt

Approved by: 
Pat McCourt, City Manager

RESOLUTION NO: 2012-02

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA (“CITY”), APPROVING AND ADOPTING THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE NORTHERN COCHISE COUNTY HOSPITAL DISTRICT (“DISTRICT”), A HOSPITAL DISTRICT AND POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, FOR THE PROVISION OF SERVICES FOR SENIOR CITIZENS AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the **CITY** is empowered pursuant to A.R.S. § 9-240 (A) and (B) to control the finances and property of the corporation; and

WHEREAS, the **CITY** is empowered pursuant to A.R.S. §§ 9-240, 11-591 and 11-952 *et seq.*, to apply for grant funding and to enter into Agreements with other governmental units and agencies; and

WHEREAS, the **DISTRICT**, a hospital district under Title 48, Chapter 13, Arizona Revised Statutes and a political subdivision of the State of Arizona is empowered to use and enjoy property of every kind and description within the limits of the district, and to control, dispose of, convey, encumber and create leasehold interests in such property for the benefit of the district; and

WHEREAS, the **CITY** received FY 2010-2011 federal appropriations funding to be used for a Senior Center Services as approved and as requested by the City of Willcox; and

WHEREAS, the **CITY** and the **NCCH/DISTRICT** entered into an MOU pursuant to Resolution 2010-99 for the delivery of specific services for Senior Citizens within twenty-five miles (25) of Interstate 10 and Rex Allen Drive; and

WHEREAS, the **CITY** and the **DISTRICT** desire to approve and adopt the Amended and Restated MOU and to have this item presented at the Council Meeting on January 17, 2012; and

WHEREAS, the Mayor and Council of the City of Willcox have determined that it is in the best interest of the City and its senior citizens to approve and adopt the Amended and Restated MOU as presented; and

WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist to assure timely approval, adoption of the Amended and Restated MOU, and that this Resolution is effective immediately upon its passage and adoption.

BE IT RESOLVED by the Mayor and Council of the City of Willcox, Cochise County, Arizona, that the City hereby formally approves and adopts the Amended and Restated MOU between the **CITY** and the **DISTRICT** as presented; and

BE IT FURTHER RESOLVED by the Mayor and Council that, due to an existing emergency declared herein, the immediate effectiveness of this Resolution is necessary to preserve the peace, health, and safety of the City of Willcox, Cochise County, Arizona, and this Resolution shall therefore be effective upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Willcox, Cochise County, Arizona this _____ day of January 2012.

APPROVED/EXECUTED:

MAYOR, GERALD W. LINDSEY

ATTEST:

APPROVED AS TO FORM:

City Clerk, Cristina Garcia Whelan, CMC

City Attorney, Hector M. Figueroa

RESOLUTION NO: 2012-02

ADDENDUM I
To the MOU between the City and the District

Facility Project

The City has applied for and received a grant (the "Grant") from the United States Department of Urban Development (HUD), for the construction and furnishing of a Senior Center Facility for use by seniors over the age of 60. The Grant is for the sum of \$95,000 and requires a match of \$23,750 (cash or in-kind).

DUTIES OF THE PARTIES

1. The District will require NCCH to perform the duties described in this Addendum I. The District has confirmed that NCCH has available land for placement of the Senior Center Facility ("SCF"). NCCH has additional uses for a similar sized facility which will not conflict with the uses to serve the senior population.
2. The City agrees to comply with the requirements of the Grant. The District will require that NCCH comply with the requirements of the Grant.
3. NCCH will acquire a suitable SCF and have it placed upon NCCH land, arrange the necessary hookups to utilities, obtain the necessary permits for occupancy, and furnish the SCF.
4. The City shall provide the necessary equipment, supplies, material and manpower to connect the water, sewer, and gas to the SCF at no charge to the District or to NCCH.
5. The City will provide the permits within its jurisdiction (building, etc.) for the SCF at no charge to the District or to NCCH.
6. After proper placement of the SCF, the City will provide a "chip seal" parking lot surrounding the SCF at no cost to the District or to NCCH.
7. From the Grant, the City will reimburse the District, by reimbursing NCCH directly, all documentable and allowable costs under the Grant, up to the amount of \$118,750 less any out-of-pocket costs paid by the City related to the SCF. If the District and NCCH do not have sufficient allowable costs under the Grant; the City may recapture allowable costs of services, (hookups, chip seal, etc.) made for the SCF from the Grant.
8. The District will cause NCCH to agree to permit the SCF (or similar facility on NCCH property) to be used for activities for senior individuals 60 years and older for a period not less than ten (10) years.
9. The District and NCCH may make multiple use of the SCF. The primary focus will be on serving the target population. Senior use will be a priority of the SCF for not less than sixty (60) hours per week.
10. The District will direct NCCH to pay for all utilities, insurance, maintenance, and repairs arising out of operation of the SCF during the term of this Addendum. Any other costs of operation and programming that may be provided by the District through NCCH in the sole discretion of both the District and NCCH.
11. The District will direct NCCH to provide basic staffing for the operation of the senior and disabled activities at the SCF for the identified service population. However, the District and NCCH are not obligated to provide programming, meals, or other services unless specifically required under the MOU and any addendums to the MOU.

ADDENDUM 2
To the MOU between the City and the District

Transportation Services Project

NCCH has applied for and receives an annually renewable grant to support the operation of a transportation program within and without the City of Willcox for individuals who need transportation to secure basic human services. The City of Willcox has provided assistance to NCCH in the past in securing funding for the operation of the Transportation Program. The majority of the individuals transported are senior citizens. Therefore, in order to cooperate in providing this transportation service in the area, the Parties agree as follows.

DUTIES OF THE PARTIES

1. NCCH currently provides limited transportation services to the senior and disabled population in Northern Cochise County in accordance to the terms and conditions of the grant funding, including residents within the corporate limits of the City. NCCH has four (4) vehicles ("Vehicles") used for this purpose.
2. The City maintains a vehicle maintenance operation for City-owned vehicles.
3. City agrees to provide normal preventive maintenance and repairs on the Vehicles used for this Project. The City will provide, at no cost to the District or to NCCH; labor, tools, and garaging.
4. The District will direct NCCH to reimburse the City for any supplies, parts, and other "out of pocket" costs incurred by the City in performing preventive maintenance and repairs on the Vehicles.
5. The City will use the City's scheduling protocols for performance of Vehicle maintenance; for example, City emergency vehicles always have a first preference.
6. The City will secure permission directly from NCCH before performing any repairs or maintenance that the cost of materials is estimated to exceed three hundred dollars (\$300), or if it is necessary to secure outside assistance/work (transmission, turning rotors, etc.)
7. The Parties agree that the Vehicles may change over time and if the City does not have the knowledge or equipment to perform the necessary maintenance or repairs, the City will notify NCCH directly and is not obligated to perform the maintenance or repairs on such Vehicles.
8. This Addendum may be terminated by either Party with thirty (30) days notice to the other Party.

**Amended and Restated Memorandum of Understanding
Between the City of Willcox and Northern Cochise County Hospital District
On the Provision of Services for Senior Residents**

The City of Willcox, Arizona (CITY) and Northern Cochise County Hospital District (DISTRICT) (the "Parties") have entered into this Amended and Restated Memorandum of Understanding (MOU) to help facilitate the development of services for senior residents of the area.

RECITALS

The CITY seeks to increase the livability of the city by promoting the socialization, health and well being of senior residents of the city. To this end, the CITY sought and received a federal grant in 2008 to construct a Senior Center (SC) for senior citizens over the age of 60 including those who may be disabled and over the age of 60.

The DISTRICT, a hospital district under Title 48, Chapter 13, Arizona Revised Statutes and a political subdivision of the State of Arizona, recognized the lack of services for senior citizens as having a negative impact on the health of area older and disabled senior citizens. The Board of Directors of the DISTRICT determined that expanding health-related services for senior residents of the area would be beneficial to the DISTRICT.

Northern Cochise Community Hospital, an Arizona nonprofit corporation ("NCCH"), which leases hospital property from the DISTRICT pursuant to a lease agreement (the "Hospital Lease") and operates a comprehensive healthcare system that services northern Cochise County, has agreed to provide services to this senior population as part of the NCCH Senior Enrichment Center program. The DISTRICT has confirmed with the board of directors of NCCH that NCCH is willing to amend the Hospital Lease to commit to providing the services required to fulfill the terms of the grant.

The CITY and the DISTRICT, acting through the Hospital Lease, have agreed to work together in constructing and establishing the SC, and facilitating the provision of such services as meals, classes, social opportunities, meaningful volunteer programming for the senior citizen population over the age of 60, and other projects as may be agreed to at future times.

It is agreed as follows:

1. Purpose: The Parties, while recognizing the integrity and policies of each other, agree to work together in a spirit of partnership towards achieving their visions of:

- 1) increased livability and services for senior citizens first and foremost in the identified service area for those who reside within twenty-five (25) miles of the intersection of Interstate 10 and Rex Allen Drive;
- 2) comprehensive healthcare and health promotion opportunities for senior citizens, and
- 3) Such other services as are mutually agreed upon ("Projects").

2. Partnership Values: The Parties agree to:

- 1) Work together to further their mutual goals.

- 2) Support each other in finding the most efficient ways to serve the needs of area older adults.
3. **Hosting:** DISTRICT agrees to be the lead agency for implementation of the Projects as agreed upon by the Parties herein or by the Addendums to this MOU. The CITY acknowledges that the DISTRICT will not perform these activities directly, but rather by agreement with NCCH, making these activities the responsibility of NCCH under the Hospital Lease.
4. **Projects:** For the purpose of this MOU; a Project is defined as any agreement by both Parties to commit resources, whether directly or indirectly, to accomplish some common purpose. The Parties agree that each Project will be agreed to and added as an addendum to this MOU. The respective governing bodies of each Party shall approve each Project, and in the case of the DISTRICT, the Board of Directors of NCCH must approve additional Projects which require the involvement of NCCH.
5. **Funding:** The DISTRICT will require that NCCH work cooperatively with the CITY and with community groups and organizations identified by the CITY to seek additional funding opportunities for Projects programming and other needs.
6. **Community Input Advisory Committee:** The Community Input Advisory Committee's purpose is to provide input to the Parties concerning services, programs, or projects that the Committee may feel will be of benefit to the senior citizen population. The Committee will be made up of five (5) at-large senior citizens (over 60); two (2) CITY-appointed representatives; and two (2) DISTRICT-appointed representatives. DISTRICT may delegate its authority to appoint its two representatives to NCCH.
7. **Committee Terms & Requirements:** Initial appointments of at-large members shall be made by selecting names of individuals, who have submitted a letter of interest, from a fish bowl. The first three (3) names shall be appointed to a two (2) year term, the last two (2) names shall serve an initial one (1) year term. Two (2) of the members selected for an initial two (2) year term may chose to serve a one year term.

Appointments, after the initial appointment, of at-large members shall be for a two (2) year term. At-large appointees shall be individuals over the age of sixty (60) who reside within twenty-five (25) miles of the intersection of Interstate 10 and Rex Allen Drive.

Individuals interested in serving in at-large positions may submit their names, residence location, and contact information to the either of the Parties, but preferably to NCCH, which the DISTRICT will require to serve as the point of contact on behalf of the DISTRICT as the lead agency.

Vacancies in at-large positions shall be filled for the length of the unexpired term. Positions are declared vacant if the appointed at-large member: misses three (3) consecutive scheduled meetings without an excuse approved by the Committee, death, resignation, or expiration of term.

DISTRICT-appointed representatives shall be appointed/removed by methods chosen by the District, or by NCCH if the DISTRICT has required NCCH to perform this function. City-appointed representatives shall be appointed/removed by the methods chosen by the City.

The DISTRICT as the lead agency shall cause NCCH to provide staff for the Committee and maintain the records of the Committee.

The Committee shall meet as necessary, but not less than quarterly during a twelve (12) month period. The Committee shall select from the at-large membership: a chairperson to preside at the meetings and a vice-chairperson to preside in the absence of the chairperson. The Committee shall consider and recommend a name for the Senior Center and shall submit their recommendation to the Parties for approval. The Committee may assist in fund raising for the Projects.

The Committee may appoint such additional advisory committees or subcommittees as they chose.

8. **Review:** The Parties will meet to review and update this MOU as needed. A review may be requested by either Party at any time by notification of the other party in writing. The contact person for the CITY shall be the City Manager and the contact person for the DISTRICT shall be the Chair of the DISTRICT Board of Directors or their designees.
9. **Term:** This MOU commences on the date signed by both Parties and will continue for minimum of ten (10) years but not less than the termination date of any Project. The Parties will seek ways to maintain the projects for the community after the termination of this MOU.
10. **Amendment:** This MOU may be amended at any time by agreement in writing between the Parties.
11. **Indemnification:** Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties undertaken pursuant to this MOU.

The DISTRICT agrees, to the extent allowed by law, to hold harmless the CITY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorneys' fees, costs and expenses arising from the DISTRICT's performance pursuant to this MOU. The DISTRICT, at its option, may require that NCCH provide this indemnification.

The CITY agrees, to the extent allowed by law, to hold harmless the DISTRICT, its officers, employees and agents (including NCCH) from all losses, suits, damages or costs of any kind, including reasonable attorneys' fees, costs and expense arising from the CITY's performance pursuant to this MOU.

12. **Cancellation for Conflict of Interest:** This MOU may be cancelled pursuant to A.R.S. §38-511, the pertinent provisions of which are fully incorporated herein by reference.
13. **Sudan and Iran Provision:** Pursuant to A.R.S. §35-391(15) and A.R.S. §35-393(12), each of the Parties asserts that it has not had any scrutinized business relationship with either Iran or Sudan, and each further asserts that it will not utilize the services of any contractor or subcontractor with any such relationships during the term of this MOU.
14. **Compliance with Non-Discrimination Laws:** To the extent applicable, the Parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All Parties shall comply with the Rehabilitation Act of 1973,

as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 C.F.R. Parts 35 & 36.

15. **Nonassignability:** Neither Party may assign a duty or responsibility under this MOU without the prior written consent of the other party, except that the DISTRICT is authorized and empowered to require NCCH to perform the DISTRICT'S duties and responsibilities under this MOU as part of the Hospital Lease, or otherwise.
16. **Rights/Obligations of Parties Only:** The terms of this MOU are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.
17. **Entire Agreement:** This MOU, together with addendums approved by the Parties, contains the entire understanding of the Parties. There are no representations or other provisions other than those contained herein, and any amendment or modification of this MOU shall be made in writing and signed by the Parties to this MOU.
18. **Invalidity of Part of the MOU:** The Parties agree that should any part of this MOU be held to be invalid or void, the remainder of the MOU shall remain in full force and effect with those offending portions omitted.
19. **Governing Law:** This MOU shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.
20. **Notice:** All notices, requests for payment, or other correspondence between the Parties regarding this MOU shall be mailed or delivered personally to the respective Parties to the following addresses:

If to the CITY:
City Manager, City of Willcox
c/o Pat McCourt
101 S. Railroad Avenue, Suite B
Willcox, AZ 85643
pmccourt@willcoxcity.org
(520) 384-4271 x 4201

If to the DISTRICT:
Northern Cochise County Hospital District
c/o Roland Knox
901 W. Rex Allen Drive
Willcox, AZ 85643
rknox@ncch.org
(520) 384-3541 x 293

21. **Amendment and Restatement; Effective Date:** This Amended and Restated Memorandum of Understanding amends and restates the original MOU between the CITY and the DISTRICT, and is deemed by the Parties to have been in effect from the beginning of the initial MOU.
22. **Review by Legal Counsel:** Legal counsel for the respective Parties shall review and approve this MOU as to form as required pursuant to A.R.S. §11-952(D).

[Signatures appear on following page]

Executed as a Memorandum of Understanding.

Signed on behalf of the City of Willcox

By: Gerald W. Lindsey, Mayor

Signature: _____

Witnessed by:

Reviewed and approved as to form:

City Attorney

Signed on behalf of Northern Cochise County
Hospital District

By: Dr. Raymond Scott, Board Chair

Signature: _____

Witnessed by:

Reviewed and approved as to form:

**Counsel for Northern Cochise County
Hospital District**

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 12
Tab Number: 6
Date: 01-17-2012

Date Submitted: 1/10/2012 Date Requested: 1/17/2012

Action: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input type="checkbox"/> Other

Subject: Carpet & Tile for Elsie S. Hogan Library

TO: MAYOR AND COUNCIL

DISCUSSION: Public Services & Works solicited several companies to provide quotes for carpet and tile at the Elsie S. Hogan Library. Three companies responded with quotes to provide carpet which is the same brand, color and pattern as the carpet installed during the initial phase of the Library renovation. In addition to the carpet, tile will be installed from the front entrance to the front desk. This is the highest traffic area which receives the most wear. Placing tile in this area will prevent unnecessary wear on a carpeted surface.

Companies that provided quotes include:

1. Safford Floor Coverings from Safford, AZ provided a quote of \$7,905.97.
2. Carpet, Tile & More, from Safford, AZ quoted \$12,540.15.
3. Farnsworth Tile & Carpet from Benson, AZ quoted \$13,533.75.

None of the prices include moving furniture and bookshelves.
The process for this procurement complies with the current City of Willcox procurement policy.

Tom Miner located a company that has equipment specifically designed to move library bookshelves with the books on the shelves. The cost to rent equipment including shipping is \$3,200. This would allow the carpet to be installed completely and the shelves would be moved back and placed in the correct location. The Library will need to be closed for a 3-4 day period while the carpet and tile are being installed to allow the installer to efficiently complete the job.

The low bidder, Safford Floor Coverings, noted that they would move the books using the equipment for an additional \$1,000.

RECOMMENDATION: Accept Safford Floor Coverings quote for \$7,905.97 for the installation of carpet and tile. Authorize the rental of the bookshelf moving

equipment and accept Safford Floor Coverings offer of \$1,000 to move book shelves using the equipment.

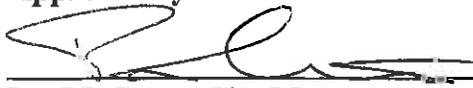
FISCAL IMPACT: This project is being funded by a USDA Rural Development Grant. Total Cost: \$12,105.97

The budget for the carpet was \$9,000. The additional \$3,105.97 would come from the \$10,000 contingency line of the project.



Dave Bonner, Public Services & Works Director

Approved by:



Pat McCourt, City Manager

RESOLUTION NO. 2012-03

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA (“CITY”) APPROVING AND AWARDED THE BID FOR THE PURCHASE OF CARPET AND TILE FOR THE ELSIE S. HOGAN LIBRARY RENOVATION PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the CITY is authorized and empowered to have control of the finances and property of the corporation pursuant to A.R.S. § 9-240 (A); and

WHEREAS, the CITY is authorized and empowered to appropriate money and provide for the payment of its debts and expenses pursuant to A.R.S. § 9-240 (B) (2); and

WHEREAS, the CITY is authorized and empowered to make purchases by soliciting bids from vendors pursuant to its Procurement Policy; and

WHEREAS, the CITY is authorized and empowered to make small purchases/expenditures pursuant to the adopted Willcox Procurement Policy, small purchases under \$5,000.00; and

WHEREAS, the CITY has solicited bids for carpet, tile and installation and received three from various vendors; and

WHEREAS, City Staff seeks approval to award the bid to Safford Floor Coverings for the sum of \$7,905.97 for the purchase and installation of carpet and tile and \$1,000.00 to replace the book shelves; and

WHEREAS, City Staff further seeks approval for the rental of specific equipment to remove and relocate the bookshelves in the amount of \$3,200.00; and

WHEREAS, the Mayor and Council have determined that formal action on this Resolution is in the best interest of the CITY and its citizens and desires to have the matter presented at its January 17th, 2012 Council Meeting; and,

WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist to assure timely award of bid and expenditures as presented and that this Resolution shall be effective immediately upon its passage and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, AS FOLLOWS:

Section 1: The CITY formally approves the bid award to Safford Floor Coverings as presented.

Section 2: The CITY formally authorizes the expenditure of \$1,000.00 and \$3,200.00 as presented.

Section 3: That the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the City of Willcox, Cochise County, Arizona.

Section 3: The Mayor is authorized and empowered to execute this Resolution and City Staff are authorized and directed to carry out the intent of this Resolution.

PASSED AND ADOPTED BY MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA this _____ day of January 2012.

APPROVED/EXECUTED:

MAYOR, GERALD W. LINDSEY

ATTEST:

APPROVED AS TO FORM:

City Clerk, Cristina Garcia Whelan, CMC

City Attorney, Hector M. Figueroa, Esq.

RESOLUTION NO. 2012-03

2ND

SAFFORD FLOOR COVERINGS

"Your Hometown Floor Covering Store"
P.O. Box 786 • 317 N. 8th Ave • Safford, AZ 85548
Phone: 928-428-4285 Fax: 928-348-9159
ROC #239582 • Licensed - Bonded - Insured

Customer Willcox Public Works Phone Oscar 520-507-0442
Address 100 N. Curtis
February

Terms

Main Room + 4 Offices
Tear up old Carpet & dispose
4" Rubber Base Installed
Install new Carpet - Shaw
Rambler 2602 DGD.
Color - 103 Oestiny
16x16 107
Ceramic Tile Entry 250" x 80" Installed
With customer P & R All Furniture *

7441.62
Tax - 464.35
\$ 7905.97

* Customer to rent special dolly
for moving Book shelves.
IF Safford floor cov. helps move
desks / File Cabinets ADD: 1000.00 TO
NOTE: Customer to move all little things
+ All Electronics.

SUB-TOTAL _____
TAX _____
TOTAL _____
DEPOSIT _____
BALANCE _____

It is the customer's responsibility to haul away old carpet and linoleum unless other arrangements have been made. Customer understands there may be a dye-lot variation from sample. The removal and replacement of all furniture is the responsibility of the customer. All rooms must be 70 degrees or above in order for glue to dry and carpet to be stretched properly. All installations are guaranteed for one year. Any repairs necessary, not due to installation, will require a \$100.00 minimum charge to the customer. All floor-covering materials are warranted by the manufacturer. All jobs are COD unless otherwise stated above. Doors that need adjustment or cutting to clear carpet are the responsibility of the customer. Some touch-up painting may be necessary by customer after installation of floor coverings. A 2.0% per month finance charge will be assessed on past due accounts. All cancelled or returned merchandise is subject to 25% restocking charge. Special order items may not be returned. Carpet and linoleum seams as we deem necessary. Any necessary collecting fees and attorney fees to force collection will be paid by buyer. Safford Floor Covering not responsible for any items left over 90 days. It is the customer's responsibility to have electricity on and heat on in winter and cooler on in summer. Floor coverings delivered to job site are the responsibility of builder and buyer, or home owner. Safford Floor Covering is not responsible for problems that come from deteriorating concrete.

Customer _____ Date _____

Salesman Chris J. Winters Date 1/3/12

Installation Date _____ A.M. _____ P.M. _____

PRICES GOOD FOR 30 DAYS

WHITE - ORIGINAL CANARY - CUSTOMER

2ND

CTM

628 W. Main St.
Safford, Az. 85546
ROC #223092

(928) 428-7271



Estimate

Date 1/3/2012

Estimate # 4236

P.O. #

Terms

Carpet, Tile & More llc

installer

Customer Phone 520-507-0442

Rep BKH

Name / Address

Ship To

Willcox , Library
100 N. Curtis Ave
Willcox Az.

Carpet and tile entry

Description	Qty	Rate	Total
Install carpet S/O style," Shaw Rambler 26 oz action back " color," 107 Destiny " Direct glue down (In areas directed) , main library and offices , 12x342.0 cove base 4 inch with toe , material only , johnsonite #27 Mist , per case	456	16.99	7,747.44T
reducers RUBBER TRANSITION PER LINER FT	4	99.40	397.60T
Base Shoe molding and installation needed for Job;	72	1.00	72.00T
Stained (Ipswich Pine) for counters	100	2.50	250.00T
Tear out DGD Carpet (action back)per sq.ft.	3,964	0.25	991.00T
install vinyl 4 inch cove base per lin ft	405	0.65	263.25T
prep time needed to improve substrate for new floor covering	8	60.00	480.00T
Ardex feather finish. bags needed to prep substrate	8	24.12	192.96T
Trip Charge Willcox	6	65.00	390.00T
Romagna Arena 16X16, Dye Lot H91, 17.22 SqFt/Box , for entry way	160	1.79	286.40T
Thinset, Ultra Flex II-White-Mapei premium product for best performance	3	18.99	56.97T
Prism Grout color Earth	1	29.99	29.99T
Labor to install 12 X 12 to 16 X 16 ceramic tile in a straight lay per sq. ft.	160	3.00	480.00T

A 50 % deposit is due upon exceptance of this estimate, with the balance due upon completion of the job.
This estimate will be honored for 30 days
2% monthly finance charge will be added to all past due accounts. 25 % restocking fee on special orders. 72 degree room temperatures are required 24 hours before during and after installation to ensure proper material performance.

Signature _____

Subtotal

Sales Tax (6.565%)

Total

Phone #

Fax #

(928)428-7271

(928)428-3313

CTM

628 W. Main St.
Safford, Az. 85546
ROC #223092

(928) 428-7271



Estimate

Date 1/3/2012

Estimate # 4236

P.O. #

Terms

Carpet, Tile & More llc

installer

Customer Phone 520-507-0442

Rep BKH

Name / Address

Ship To

Willcox , Library
100 N. Curtis Ave
Willcox Az.

Carpet and tile entry

Description	Qty	Rate	Total
Trip Charge Willcox	2	65.00	130.00T

The willcox library is Responsible for moving books and shelf , prep work is apx prep time will not be known until carpet is removed and floor is inspected

price includes using same carpet different color in directors room (Rambler color red)

* All furniture is to be moved by willcox Library

A 50 % deposit is due upon exceptance of this estimate, with the balance due upon completion of the job.
This estimate will be honored for 30 days
2% monthly finance charge will be added to all past due accounts. 25 % restocking fee on special orders. 72 degree room temperatures are required 24 hours before during and after installation to ensure proper material performance.

Signature _____

Subtotal	\$11,767.61
Sales Tax (6.565%)	\$772.54
Total	\$12,540.15

Phone # Fax #

(928)428-7271

(928)428-3313

Farnsworth Tile & Carpet

Farnsworth Tile & Carpet
 PO Box 2193
 Benson, AZ 85602

(520)586-8533
 farnstile@msn.com

Estimate

Date	Estimate #
12/22/2011	1067
Exp. Date	
	05/22/2012

Address
Willcox Library 100 n. Curtis ave.

Activity	Quantity	Rate	Amount
• Shaw Carpet Style Rambler 26 oz. with Unitary Backing Color #107 Destiny 12 * 354, 472 sq. yds	472	20.00	9,440.00
• Tear out and prep.	1	640.00	640.00
• Wood base remove and replace and Vinyl Cove Base 4" white 470 ln. ft.	1	1,175.00	1,175.00
• 16" * 16" Ceramic Tile Caribbean Sunrise 170 sq. ft. in entry	170	8.50	1,445.00
• Tax	1	833.75	833.75
Total			\$13,533.75

Thank you for the chance to do business with you, we are located just down the road in Benson and have done work all over the valley, since 1948. We will need 3-4 days to complete this project, and will be happy to work around your schedule.

Accepted By: _____

Accepted Date: _____

Farnsworth Tile & Carpet

Farnsworth Tile & Carpet
 PO Box 2193
 Benson, AZ 85602

(520)586-8533
 farnstilet@msn.com

Estimate

Date	Estimate #
12/22/2011	1068
Exp. Date	
	05/22/2012

Address
Willcox Library 100 n. Curtis Ave

Activity	Quantity	Rate	Amount
<ul style="list-style-type: none"> This Bid is to Remove/Replace the 7 bookshelves and the books without using any machines. this will be done during the 3-4 days we are putting in the carpet. Tax 	1	1,200.00	1,200.00
		78.78	78.78
Total			\$1,278.78

There is no need to rent a high dollar machine, we will take care of these books and should save you guys some money.

Accepted By:

Accepted Date:

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: _____ 13
Tab Number: _____ 7
Date: 01-17, 2012

Date Submitted: 01-09-12 Date Requested: 01-17-12
--

Action: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input type="checkbox"/> Other

Subject: Acceptance of the Quit claim Deed old Border Patrol Building
--

TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: Attached are a letter and the proposed Quit Claim Deed on the Old Border Patrol Building located on Downen Street.

This was on the agenda December 16, 2011. The reason this is back is that the Quit Claim contains specific requirements that the City must agree to in order to accept the Quit Claim Deed.

- 1) For thirty (30) years the City must agree that the property will be “used continuously for health purposes in accord with Grantee’s approved program of utilization... and for no other purpose” – This is the Food Pantry.
- 2) For thirty (30) years Grantee “will not sell, lease, mortgage, or encumber or other wise dispose of any part of the Property...”
- 3) “Property must be placed into use within twelve (12) months from the date of Deed.”
- 4) That one year and for the next thirty (30) years Grantee must file reports showing the use of the property.
- 5) Grantee will remain a tax-supported organization or nonprofit institution for thirty (30) years.
- 6) Grantee will comply with various rules and regulations (see Deed for a list) as they now exist or maybe modified for the next thirty (30) years.

The City does have the ability to request changes to the conditions or alternately “pay off” the outstanding amount (based upon fair market value as of the date of the request). There is nothing required that is particularly unusual, and the City will have similar requirement with any grant (like the Waste Water Treatment Plant Grant), these do restrict the usage of the building for other purposes.

For reasons unknown the City Manager is listed on the Quit Claim Deed as the signature. The City is required to have the signatures notarized.

The City is required to record the document.

RECOMMENDATION: Approve the Resolution authorize signing and recording.

FISCAL IMPACT: There will be costs involved in the recording and the ownership of the property for the next thirty (30) years. The amounts are difficult to predict.

Prepared by: Pat McCourt

Approved by: 
Pat McCourt City Manager

RESOLUTION NO. 2012-04

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA (“CITY”) APPROVING AND ADOPTING CONTRACT # 9-AZ-2313 AND ACCEPTING THE QUIT CLAIM DEED FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (“GRANTOR”) FOR THE FORMER BORDER PATROL STATION LOCATED AT 200 W. DOWNEN STREET WITHIN THE CITY LIMITS OF WILLCOX AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the City of Willcox received notice that the U.S. General Services Administration (“GSA”) issued a NOTICE OF SURPLUS PROPERTY DETERMINATION for the formal disposition of the former Border Patrol Station which required formal application by interested parties; and

WHEREAS, CITY is authorized and empowered to have control of the finances and property of the corporation and to lease and convey property, real or personal, necessary or proper to carry out the purposes of the corporation, within and without its limits pursuant to A.R.S. §§ 9-240 (A) and 9-241 (A); and

WHEREAS, CITY is authorized and empowered to acquire, purchase, lease or rent land, whether contiguous or noncontiguous, lying within and outside its corporate limits, for its purposes and uses pursuant to A.R.S. § 9-401 (A); and

WHEREAS, the GRANTOR is authorized and empowered pursuant to certain provisions of the Property Act (40 U.S.C. 101, et seq.) and other provisions to dispose of U.S. Government Property determined to be surplus property; and

WHEREAS, GRANTOR received the written notice of such interest with the Sponsoring Federal Agency by or before March 31, 2011; and

WHEREAS, the GRANTOR has issued its Notice of Determination granting the CITY its request to acquire Title to the subject property known as the former Willcox Border Patrol Station situated on an irregular-shaped 0.25-acre parcel at 200 W. Downen Street; and

WHEREAS, City Staff seeks direction and/or approval for the acceptance of the Quitclaim Deed for the acquisition of the subject property as presented; and

WHEREAS, the Mayor and Council have determined that formal action on this Resolution is in the best interest of the CITY and its citizens and desires to have the matter presented at its January 17th, 2012 Council Meeting; and,

WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist to assure timely approval, adoption and acceptance of contract and deed and that this Resolution shall be effective immediately upon its passage and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, AS FOLLOWS:

Section 1: The CITY formally approves and adopts **Contract # 9-AZ-2313** and formally adopts the Quitclaim Deed to acquire the federal surplus property.

Section 2: That the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the City of Willcox, Cochise County, Arizona.

Section 3: The Mayor is authorized and empowered to execute this Resolution and City Staff are authorized to execute and file Quitclaim Deed.

PASSED AND ADOPTED BY MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA this _____ day of January 2012.

APPROVED/EXECUTED:

MAYOR, GERALD W. LINDSEY

ATTEST:

APPROVED AS TO FORM:

City Clerk, Cristina Garcia Whelan, CMC

City Attorney, Hector M. Figueroa, Esq.

RESOLUTION NO. 2012-04



January 4, 2012

Mr. Patrick McCourt
City Manager, City of Willcox
101 South Railroad Avenue, Suite B
Willcox, Arizona 85643

Re: Willcox Border Patrol Station
200 W. Downen Avenue
Willcox, Cochise County, Arizona
09-AZ-2313 9-X-AZ-0860

Dear Mr. McCourt:

Enclosed is the original of a quitclaim deed conveying the above-referenced property to the City of Willcox (grantee). Please indicate your acceptance by signing the deed, have your signature acknowledged by a Notary Public, and have the deed recorded. Please forward a fully executed copy of the quitclaim deed and its recordation information to this office within the next 30 days. A Certificate of Recordation is enclosed for your use.

In addition, please note the provision on page 2 of the deed which requires that an annual report on the operation and maintenance of the property be submitted on or before the anniversary date of the deed. Therefore, your first report will be due no later than December 28, 2012. The enclosed format should be followed when preparing your report. We would appreciate your noting this due date so that reports are filed without further notice from us.

We are pleased that this conveyance has reached a successful conclusion. If you have any questions, please contact this office on (301) 443-2265.

Sincerely yours,

Theresa Ritta
Chief, Real Property Branch
Division of Property Management

Enclosures

QUITCLAIM DEED

THIS INDENTURE, made this 28th day of December, 2011, between the United States of America, acting through the Secretary of Health and Human Services, by the Chief, Real Property Branch, Division of Property Management, Program Support Center, U.S. Department of Health and Human Services (hereinafter referred to as "Grantor"), under and pursuant to the power and authority delegated by the Federal Property and Administrative Services Act of 1949 (40 U.S.C. §550), as amended (hereinafter referred to as "the Act"), and regulations promulgated pursuant thereto at 45 C.F.R. Part 12, and the City of Willcox (hereinafter referred to as "Grantee").

WITNESSETH

WHEREAS, by letter dated October 28, 2011 and amended on November 14 and November 17, 2011, from the United States General Services Administration, certain surplus property consisting of 0.25 acres, more or less, improved with one building, hereinafter described (hereinafter referred to as "the Property"), was assigned to the Department of Health and Human Services for disposal upon the recommendation of the Grantor that the Property is needed for public health purposes in accordance with the provisions of the Act; and

WHEREAS, said Grantee has made a firm offer to purchase the Property under the provisions of the Act, has made application for a public benefit allowance, and proposes to use the Property in accordance with the approved program of utilization; and

WHEREAS, Grantor has accepted the offer of the Grantee,

NOW, THEREFORE, Grantor, for and in consideration of the foregoing and of the observance and performance by Grantee of the covenants, considerations and restrictions hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released and quitclaimed and by these presents does remise, release and quitclaim to Grantee, its successors and assigns, all right, title, interest, claim and demand, excepting and reserving such rights as may arise from the operation of the conditions subsequent hereinafter expressed, which the United States of America has in and to the Property, situate, lying, and being in the County of Cochise, State of Arizona, and more particularly described as follows:

Lots 1 and 2, Block 9, WEST'S ADDITION, according to Book 1 of Maps, page 162, records of Cochise County, Arizona.

SUBJECT to any and all other existing easements, reservations, rights, covenants, conditions, restrictions, encumbrances, clauses, and rights of way, recorded or unrecorded, including but limited to power lines, communications lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, and to any facts which a physical inspection or accurate survey of the Property might disclose.

Grantee shall comply with all applicable Federal, State, municipal, and local laws, rules, orders, ordinances, and regulations in the occupation, use, and operation of the Property.

TO HAVE AND TO HOLD the Property subject, however, to each of the following conditions subsequent, which shall be binding upon and enforceable against Grantee, its successors and assigns, as follows:

1. That for a period of thirty (30) years from the date hereof the Property herein conveyed will be used continuously for health purposes in accordance with Grantee's approved program of utilization as set forth in its application dated the day of April 21, 2011 and amended on June 7, 2011, and for no other purpose;
2. That during the aforesaid period of thirty (30) years Grantee will not resell, lease, mortgage, or encumber or otherwise dispose of any part of the Property or interest therein except as Grantor or its successor in function may authorize in writing;
3. Where construction or major renovation is not required or proposed, the Property must be placed into use within twelve (12) months from the date of this Deed. Where construction or major renovation is contemplated at the time of transfer, the Property must be placed into use within thirty-six (36) months from the date of this Deed;
4. That one year from the date hereof and annually thereafter for the aforesaid period of thirty (30) years, unless Grantor or its successor in function directs otherwise, Grantee will file with Grantor or its successor in function reports on the operation and maintenance of the Property and will furnish, as requested, such other pertinent data evidencing continuous use of the Property for the purposes specified in the above-identified application;
5. That during the aforesaid period of thirty (30) years Grantee will at all times be and remain a tax-supported organization or a nonprofit institution, organization, or association exempt from taxation under section 501(c)(3) of the Internal Revenue

Code of 1986, as amended; and

6. That, for the period during which the Property is used for the purpose for which the Federal assistance is hereby extended by Grantor or for another purpose involving the provision of similar services or benefits, Grantee hereby agrees that it will comply with the requirements of section 606 of the Act (40 U.S.C. § 476); the Fair Housing Act (42 U.S.C. § 3601-19) and implementing regulations; and, as applicable, Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681) and implementing regulations; the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07) and implementing regulations; the prohibitions against otherwise qualified individuals with handicaps under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations, and all requirements imposed by or pursuant to the regulations of Grantor (45 CFR Parts 12, 80, 84, 86 and 91) issued pursuant to said Acts and now in effect, to the end that, in accordance with said Acts and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition numbered 1 above or under any other program or activity of Grantee, its successors or assigns, to which said Acts and regulations apply by reason of this conveyance.

In the event of a breach of any of the conditions subsequent set forth above, whether caused by the legal or other inability of Grantee, its successors and assigns, to perform any of the obligations herein set forth, Grantor or its successor in function will, at its option, have an immediate right of reentry thereon, and to cause all right, title, and interest in and to the Property to revert to the United States of America, and Grantee, its successors and assigns, shall forfeit all right, title, and interest in and to the Property and to any and all of the tenements, hereditaments, and appurtenances thereunto belonging;

PROVIDED, HOWEVER, that the failure of Grantor or its successor in function to insist in any one or more instance upon complete performance of any of the said conditions subsequent shall not be construed as a waiver of or a relinquishment of the future performance of any of said conditions subsequent, but the obligations of Grantee with respect to such future performance shall continue in full force and effect;

PROVIDED FURTHER, that, in the event Grantor or its successor in function fails to exercise its option to reenter the premises and to revert title thereto for any such breach of

conditions numbered 1, 2, 3, 4, or 5 herein within thirty-one (31) years from the date of this conveyance, conditions numbered 1, 2, 3, 4, and 5 herein, together with all rights to reenter and revert title for breach of condition, will, as of that date, terminate and be extinguished; and

PROVIDED FURTHER, that the expiration of conditions numbered 1, 2, 3, 4, and 5 and the right to reenter and revert title for breach thereof, will not affect the obligation of Grantee, its successors and assigns, with respect to condition numbered 6 herein or the right reserved to Grantor, or its successor in function, to reenter and revert title for breach of condition numbered 6.

Grantee may secure abrogation of the conditions subsequent numbered 1, 2, 3, 4, and 5 herein by:

- a. Obtaining the consent of Grantor, or its successor in function, therefor; and
- b. Payment to the United States of America of 1/360th of the percentage public benefit allowance granted of the fair market value as of the date of such requested abrogation, exclusive of the value of improvements made by Grantee to the extent that they add to the value of that portion of the Property to be released, for each month of the period to be abrogated.

Grantee, by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, with respect to the Property or any part thereof which covenant shall attach to and run with the land for so long as the Property is used for a purpose for which Federal assistance is hereby extended by Grantor or for another purpose involving the provision of similar services or benefits, and which covenant shall in any event, and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit of and in favor of and enforceable by Grantor or its successor in function against Grantee, its successors and assigns for the Property, or any part thereof that it will comply with the requirements of section 606 of the Act (40 U.S.C. § 476); the Fair Housing Act (42 U.S.C. § 3601-19) and implementing regulations; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations; the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07) and implementing regulations; and the prohibitions against otherwise qualified individuals with handicaps under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations; and all requirements imposed by or pursuant to the regulations of Grantor (45 CFR Parts 12, 80, 84 and 91) issued pursuant to said acts and now in effect, to the end that, in accordance with said acts and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the

program and plan referred to in condition numbered 1 above or under any other program or activity of Grantee, its successors or assigns, to which such Acts and regulations apply by reason of this conveyance.

Grantee covenants and agrees that the Property will be used for secular purposes, with no more than a de minimis level of other activity. Grantee, by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, that in the event Grantor exercises its option to revert all right, title, and interest in and to the Property to Grantor, or Grantee voluntarily returns title to the Property in lieu of a reverter, then Grantee shall provide protection to and maintenance of the Property at all times until such time as the title is actually reverted or returned to and accepted by Grantor. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration and codified in the Federal Property Management Regulations at 41 C.F.R. Subpart 101-75.545 now in effect, a copy of which is attached to Grantee's aforementioned application.

In the event title to the Property or any part thereof is reverted to the United States of America for noncompliance or is voluntarily reconveyed in lieu of reverter, Grantee, its successors or assigns, at the option of Grantor, or its successor in function, shall be responsible for and shall be required to reimburse the United States of America for the decreased value thereof that is not the result of reasonable wear and tear, an act of God, or alterations and conversions made by Grantee, its successors or assigns, to adapt the property to the health use for which the property was transferred. The United States of America shall, in addition thereto, be reimbursed for such damage, including such costs as may be incurred in recovering title to or possession of the above-described property, as it may sustain as a result of such noncompliance.

Grantee, by acceptance of this deed, further covenants and agrees for itself, its successors and assigns, that in the event the Property or any part thereof is, at any time within the period of thirty (30) years from the date of this conveyance, sold, leased, disposed of, or used for purposes other than those designated in condition numbered 1 above without the consent of Grantor, or its successor in function, all revenues therefrom or the reasonable value, as determined by Grantor, or its successor in function, of benefits to Grantee, deriving directly or indirectly from such sale, lease, disposal, or use, shall be considered to have been received and held in trust by Grantee for the United States of America and shall be subject to the direction and control of Grantor, or its successor in function; but the provisions of this paragraph shall not impair or affect the rights reserved to Grantor under any other provision of this deed.

Grantee, by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, that the Property is transferred on an "as is, where is," basis, without warranty of any kind, either expressed or implied, including as to the condition of the Property. Grantee also covenants and agrees for itself, its successors and assigns, that Grantor has no obligation to provide any additions, improvements, or alterations to the Property.

Grantor, in its capacity as a public benefit conveyance authority for the United States of America, does not assume liability, custody, or accountability for the property in the event title to the Property reverts to the United States of America for noncompliance with this Deed, or in connection with any hazardous substance activity or condition on the Property.

The following covenants and restrictions are provided pursuant to the aforementioned letters of assignment from the United States General Services Administration (9PZ).

HAZARDOUS SUBSTANCE NOTIFICATION

A. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 4321 et seq.) as amended, and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

B. CERCLA Covenant. The United States warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. The United States warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

1. This covenant shall not apply:

a. in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

b. to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance: OR

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and

identified to the applicable regulatory authority as of the date of this conveyance.

2. In the event Grantee, its successor(s) or assign(s), seeks to have the United States conduct any additional response action, and, as a condition precedent to the United States incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide the United States at least forty-five (45) days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

a. the associated contamination existed prior to the date of this conveyance; and

b. the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

C. Access. The United States reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to the United States. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action on adjoin property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigation and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)

Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to

provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the Property to a residential dwelling.

Grantee covenants and agrees that prior to use of the Property as a residential dwelling, a lead-based paint inspection and risk assessment for lead-based paint hazards shall be conducted in accordance with 40 C.F.R. § 745.227. Grantee shall abate, at Grantee's own cost, all lead-based paint hazards in accordance with 40 C.F.R. § 745.227(e). Following the abatement, Grantee shall obtain a clearance examination pursuant to 40 C.F.R. § 745.227(e) and 24 C.F.R. § 35.140(c) through (f), conducted by a person certified to perform risk assessments or lead-based paint inspections. The examination must show that clearance samples meet the standards set forth in 24 C.F.R. § 35.1320(b)(2). Prior to occupancy of the Property, Grantee shall furnish Grantor with a fully executed Certification of Completion of Lead-Based Paint Hazard Abatement.

CONDITION OF THE PROPERTY

The Property interests are conveyed "As Is" and "Where Is" without representation, warranty, or guaranty of any kind (except as expressly stated above in Section B, entitled CERCLA Covenant) as to any matter related to the conveyance including, but not limited to, the quantity, quality, character, condition (including patent and latent defects), size, habitability, or kind of the Property or any structures or fixtures attached to the Property or that the same is in condition or fit to be used for the purpose for which intended by the GRANTEE. GRANTEE covenants on behalf of itself and its successors and assigns that GRANTEE has inspected or has had the opportunity to inspect, is aware of, and accepts the condition and state of repair of the Property, and further acknowledges that the UNITED STATES OF AMERICA has not made any representations, warranty, or guaranty (except as expressly stated above in Section B, entitled CERCLA Covenant) concerning the condition of the Property.

STANDARD CLAUSE FOR PROTECTION AND MAINTENANCE

The GRANTEE, by acceptance of this Deed, covenants and agrees for itself and its successors and assigns that in the event the United States exercises its option to revert all right, title, and interest in and to the Property in lieu of a reverter, then the GRANTEE shall provide protection to, and maintenance of the Property at all times, until such time as the title is actually reverted or returned to and accepted by the United States. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in FMR 102-75.965 (41 CFR Part 102) now in effect.

The responsibility for custody and accountability of the property and the protection and

maintenance thereof, pending disposition, will be governed by the provisions of Federal management Regulation 102-75.965.

COVENANTS AND EASEMENT RUN WITH THE LAND

GRANTEE, covenants for itself and its successors and its assigns that any and all covenants described on pages 6 through 9 of said Quitclaim Deed and attached to the Quitclaim Deed shall run with the land and shall bind the GRANTEE or any successors and assigns of the GRANTEE to the restrictions, agreements and promises made in such covenant, in perpetuity. UNITED STATES OF AMERICA shall be deemed to be beneficiary of all covenants and warranties, without regard to whether it remains the owner of any land or interest therein the locality of the Property, and shall have the right to enforce these covenants and warranties in any court of competent jurisdiction.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting through the Secretary of Health and Human Services

By: *Theresa Ritta*
Theresa Ritta, Chief, Real Property Branch
Division of Property Management
Program Support Center

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ACKNOWLEDGMENT

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS

On this 28th day of Dec 2011, before me the undersigned officer, personally appeared Theresa Ritta, known to me to be the Chief, Real Property Branch, Division of Property Management, Department of Health and Human Services, and known to me to be the person who executed the foregoing instrument on behalf of the Secretary of Health and Human Services, for the United States of America, and acknowledged to me that she subscribed to the said instrument in the name of the Secretary of Health and Human Services and on behalf of the United States of America.

Witness my hand and official seal.

(SEAL) Anise L Capotosto
Notary Public

ANISE L. CAPOTOSTO
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires February 1, 2012

My commission expires 2/1/2012

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ACCEPTANCE

The City of Willcox hereby accepts this deed and thereby agrees to all the terms, covenants, conditions and restrictions contained therein.

By: _____
Patrick McCourt, City Manager
City of Willcox

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF) SS

On this day of , 2012, before me, a Notary Public in and for the City of Willcox, County of , State of Arizona, personally appeared Patrick, known to me to be the City Manager, City Manager, and known to me to be the person who executed the foregoing instrument on behalf of the City of Willcox, and acknowledged to me that he executed the same as the free act and deed of the City of Willcox.

Witness my hand and official seal.

(SEAL)

Notary Public

My commission expires _____

CERTIFICATE OF RECORDATION

I, _____, of the Office of the County Recorder of
the County of _____ State of _____,
did receive on the _____ day of _____, _____, for filing and
recordation, the following instrument:

I further certify that the same has been recorded in Book _____, at
Page _____, of the Official Records of the said County.

(Signature)

(Title)

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
FEDERAL PROPERTY ASSISTANCE PROGRAM
PUBLIC HEALTH PROGRAMS
ANNUAL UTILIZATION REPORT**

Per grantee's Quitclaim Deed, an Annual Utilization Report (AUR) on the protection and maintenance of the conveyed property and the operation of the approved program of use is due annually to the Department by the anniversary date of the deed.

This AUR form **MUST** be utilized to satisfy the reporting requirement. Failure to utilize this AUR form or to provide complete responses will result in the report being returned to grantee for appropriate action. Please note that not all of the items listed below will apply to all grantees. Accordingly, a response of "Not Applicable" is appropriate in such instances. Additionally, where indicated, a simple "Yes" or "No" will suffice as a response. Further, grantees are not limited by the space provided below, as attachments are acceptable. If desired, you may request that this form be provided to you electronically by sending an email request to rpb@psc.gov.

If you have any questions concerning the reporting requirement or the information requested, please call the Real Property Branch on (301) 443-2265 or send an email to rpb@psc.gov.

1. Please identify the legal name, address, and telephone number of the institution to which the property was transferred. Additionally, identify the name, email address, and telephone number for the individual who has the authority to certify this AUR form.

<p>Grantee Identification Legal Name of Institution: Address: Telephone Number:</p>
<p>Certifying Official Identification Name: Title: Email: Telephone Number:</p>

2. Please identify the transferred property below, including the contract number. (Note: This information is generally located in the "Re:" portion of correspondence you have received from the Department concerning the transferred property.)

--

- b. Please describe the new program in detail. Also explain the need for the new program and its impact, if any, on pre-existing programs.

7. Are any programmatic changes planned in the next reporting period? If so, please describe briefly and indicate that grantee understands that it must obtain approval from the Department prior to implementing any programmatic changes. (Note: Request for approval must be provided under separate cover).

8. What was the actual operating budget amount in the last fiscal year? (Note: If this amount represents a significant change from the amount reported last year, describe the circumstances that resulted in the change. If further financial information is needed, such will be requested; otherwise, the response provided below will suffice. It is not necessary to submit an entire financial report.)

9. Identify the number and positions of staff members currently employed on the transferred property. (Note: If staffing has changed significantly since the last report, please describe the circumstances that necessitated the change.)

10. Provide a brief narrative describing how grantee has been successful in fulfilling its mission on the transferred Property since the last report. Alternatively, if grantee is currently experiencing difficulties that affect its use of the Property, please describe below.

11. Were buildings/improvements acquired with the transfer?

(Yes or No)
If "Yes," please identify number and type of buildings/improvements (i.e., two-story building, duplex, etc.).

12. Describe the physical condition of any and all buildings/improvements indicated above.

13. Describe any major improvements made to the Property since the last report and the cumulative value of all improvements made since the Property was originally transferred.

Major Improvements:

Cumulative Value of Improvements:

14. Describe any newly planned improvements and how grantee plans to finance the improvements. (Note: In order to mortgage the property, grantee must first obtain approval from the Department.)

15. Have any new or renewed encumbrances been placed on the property since the last reporting period? For your information, encumbrances include mortgages, subleases, permits, dedications, easements to be granted, etc. and uses by external organizations, whether or not revenue is produced. Note that written approval from this office is required prior to encumbering the Property. Failure to obtain prior written approval will result in a breach of a condition in the deed.

(Yes or No) If "No," skip to question 16. If "Yes," respond to 15a.

- a. Was prior approval obtained from the Department?

(Yes or No) If "Yes," skip to question 16. If "No," respond to 15b.

- b. Please describe the new or renewed encumbrance(s) below. Additionally, provide copies of any agreements associated with the encumbrance(s).

16. Are there plans to encumber the property within the next reporting period?

(Yes or No) If "Yes," please explain.

17. Are all utilities acquired with the transfer being utilized?

(Yes or No) If "No," please explain.

18. Is any part of the property being used for income-producing purposes?

(Yes or No)

If "Yes," please describe below and provide a Statement of Income and Expenses for the last fiscal year and a balance sheet as of the last fiscal year.

19. In the last reporting period, has there been any reported discrimination based on race, color, national origin, religion, sex, age, or handicap in the use of the Property?

(Yes or No)

20. If applicable (refer to the deed covenant concerning lead-based paint), the transferee must certify, by signature of this report, that during occupancy of the property, monitoring and ongoing lead-based paint maintenance activities have been performed in accordance with 24 C.F.R. § 35.1355, including the provision to occupants of the Notice of Completion of Lead-Based Paint Hazard Abatement describing the work done and the results of the clearance.

21. Please attach to this report evidence that the conveyed property is insured. Generally, this is accomplished by submitting a Certificate of Insurance. Please be sure the proof of insurance provided indicates that the policy is current and has not expired. Also, if grantee is self-insured, please provide appropriate documentation.

22. The grantee must certify by signature below that the foregoing is true and correct to the best of his/her knowledge, information, and belief. Please note that the report must be signed and dated by the individual designated in the Resolution which authorized the acquisition of this property, or his/her successor in function.

Signature of Authorized Representative

Date

Please Submit Completed Report To:
Real Property Branch
Division of Property Management/AOS/PSC/HHS
5600 Fishers Lane, Room 12-07
Rockville, Maryland 20857
Telephone: (301) 443-2265

JAN - 8 REC'D

TAB 8



*The City of Benson
Cordially invites you to attend
The Mayor/Manager Luncheon
To be held on
Tuesday, January 24, 2012
12:00 noon
at
Cochise College, Benson Center
1025 State Route 90
Benson, Arizona 85602*

*Please RSVP by Friday, January 19, 2012
with Gilda Gomez at
(520)720-6319 Fax: (520)586-3375 or e-mail at
ggomez@cityofbenson.com*

**CITY OF WILLCOX
EXECUTIVE SESSION**

AGENDA

TUESDAY, JANUARY 17, 2012

7:00 p.m.

300 W. REX ALLEN DRIVE

Willcox, Arizona

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **CONSIDERATION OF ARIZONA REVISED STATUTES 38-431.03(A)(3) – DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR ATTORNEYS OF THE PUBLIC BODY**
Consideration and/or discussion pursuant to Arizona Revised Statutes §38-431.03(A)(3), as stated relating to consultation with the City Attorney(s) of the public body.
4. **ADJOURN**

"Mine, Yours, Ours"



NOTICE OF EXECUTIVE SESSION

CITY COUNCIL

In accordance with Resolution No. 370 of the City of Willcox, and Section 38-431.01 of the Arizona Revised Statutes **NOTICE IS HEREBY GIVEN** that the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold an **EXECUTIVE SESSION**, if approved, during the **SPECIAL** meeting on **TUESDAY**, the **17TH** day of **JANUARY** 2012 at **7:00 p.m.**, in the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, Willcox, AZ**

Item for Consideration and Discussion are:

A.R.S. §38.431.03A(3) DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR ATTORNEYS OF THE PUBLIC BODY,
Consideration and/or discussion regarding consultation for legal advice with the Attorney or Attorney's of the public body.

DATED AND POSTED this 12TH day of JANUARY 2012, at 3:00 P.M.

CITY OF WILLCOX, ARIZONA

/s/ Cristina Garcia Whelan, CMC
City Clerk Cristina Garcia Whelan, CMC

"Mine, Yours, Ours"