



NOTICE OF MEETING

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** the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold a **SPECIAL MEETING** on **TUESDAY** the **3RD** day of **SEPTEMBER, 2013**, at **7:00 P.M.**, at the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, WILLCOX, AZ.**

Items for consideration, discussion and/or decision relating to Special Meeting:

- Please see the posted Special Meeting Agenda for all items or visit www.cityofwillcox.org website.

All members of the public are invited to attend such meeting.

DATED AND POSTED this 29th day of August 2013, at 3:00 P.M.

CITY OF WILLCOX, ARIZONA

/s/ Virginia A Mefford
City Clerk Virginia A. Mefford

Agenda\2013\090313 spmtgnotice

CITY OF WILLCOX MAYOR AND CITY COUNCIL AGENDA

A SPECIAL MEETING OF THE MAYOR AND CITY COUNCIL
OF WILLCOX, ARIZONA
WILL BE HELD ON SEPTEMBER 3, 2013, AT 7:00 P.M.
AT THE CITY COUNCIL CHAMBERS,
300 W. REX ALLEN DRIVE, WILLCOX, ARIZONA

Resolution No. 2013-66
Ordinance NS 316

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. Arizona Revised Statutes §1-602(A) (9)

AGENDA

The council may discuss, consider and take possible action pertaining to the following:

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE TO THE FLAG

4. CALL TO THE PUBLIC

Call to the Public agenda items are provided as a courtesy to allow citizens an opportunity to voice any concerns or opinions they may have regarding the City of Willcox or other matters properly addressed to the Mayor and City Council. Those wishing to address the Council are required to register by completing an individual speaker's form and filing it with the Clerk before the meeting. The speaker must be recognized by the Mayor before speaking. Time permitting; each presentation will be given approximately three (3) minutes. Organizations may be limited to one (1) speaker. In accordance with Arizona law, citizens need to understand that the City Council is not permitted to respond directly to the citizen speaking on any issues of concern during these agenda items and as a result, action on such matters will be limited to directing staff or rescheduling the matter for further consideration at a later date.

5. DECLARATION ON CONFLICT OF INTEREST

Council members and staff have a right to declare a conflict of interest. The declaration of a conflict of interest must be made prior to discussion of any agenda item in which Council members or staff member determine they have a conflict of interest.

6. ADOPTION OF THE AGENDA

The Council will at this time either adopt the agenda as presented or may remove or table any of the listed agenda items. Tabled items, unless otherwise directed, will appear on the next regular agenda. Council may not add any items to the agenda at this time. Should staff have any recommendations concerning the exclusion or tabling of agenda items they will voice these recommendations at this time.

7. APPROVAL OF MINUTES OF THE REGULAR MEETING OF AUGUST 19, 2013

Tab 1

CITY OF WILLCOX MAYOR AND CITY COUNCIL AGENDA

8. PROCLAMATION PRESENTATION TO CAUSE FOR PAWS COORDINATORS Tab 2
9. PUBLIC HEARINGS Tab 3
The Mayor and Council will receive comments from the public on those items scheduled for public hearing. For those persons unable to attend, written comments will be accepted until 4 p.m. on the day of the hearing in the Office of the City Clerk, 101 S. Railroad Avenue, Suite B, Willcox, Az. and will be duplicated and distributed to the Mayor and Council members prior to said hearing.
- a. First reading, Liquor License Series #13 for Aridus Wine Company, LLC
b. BECC Waste Water Treatment Plant Public Participation- Wilson Engineers
10. APPOINTMENT OF MICHAEL J. HONICKMAN TO THE LIBRARY ADVISORY COMMITTEE TO FILL THE VACANT TERM EXPIRING JUNE 30, 2014 Tab 4
11. PURCHASE OF TWO (2) IN CAR VIDEO CAMERA'S FOR PATROL WITH GRANT FUNDS FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY TOTALING \$10,000 Tab 5
12. RESOLUTION NO. 2013-64 REGARDING THE WRITE-OFF OF TERMINATED UTILITY ACCOUNTS THAT HAVE BECOME NON-COLLECTIBLE AND THE UNPAID BALANCES ASSOCIATED THEREWITH Tab 6
13. RESOLUTION NO. 2013-65 REGARDING THE XPRESS BILL PAY SERVICES AGREEMENT PROVIDING ONLINE BILL PAYMENT SERVICES. Tab 7
14. CITY MANAGER REPORTS
15. COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS
16. ADJOURN

Posted this 29th day of August, 2013

/s/Virginia A. Mefford
Virginia A. Mefford, City Clerk

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 and at any time during regular business hours, in the Office of the City Clerk, 101 S. Railroad Avenue, Suite B, Willcox, Az., at the Elsie S. Hogan Community Library during regular business hours Monday-Saturday, and on the City's website www.cityofwillcox.org.

NOTE: The City Council Chambers are handicapped accessible. People with special accessibility needs 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.

THE MINUTES OF THE REGULAR SESSION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 19th DAY OF AUGUST, 2013

The council may discuss, consider and take possible action pertaining to the following:

CALL TO ORDER- Mayor Bob Irvin called the regular session meeting to order on Monday, August 19, 2013 at 7:00 p.m. and welcomed everyone in attendance

ROLL CALL-City Clerk Virginia A. Mefford, called the roll:

PRESENT

- Mayor Robert A. Irvin
- Vice Mayor Bill Holloway
- Councilman Gerald W. Lindsey
- Councilman Elwood A. Johnson
- ~~Councilwoman Monika Cronberg~~
- Councilman Earl Goolsby
- Councilman William "Bill" Nigh

STAFF

- City Manager Ted Soltis
- City Clerk Virginia A. Mefford
- ~~City Attorney Ann P. Roberts~~
- ~~Finance Director Ruth Graham~~
- Police Chief interim Glenn Childers
- ~~Public Services & Works Director John Bowen~~
- Library Director Tom Miner
- Development Services Jeff Stoddard

ABSENT

- Councilwoman Monika Cronberg- Excused

PLEDGE OF ALLEGIANCE TO THE FLAG -led by Mayor Irvin

CALL TO THE PUBLIC-

Dan Kingery spoke on treason and tyranny, property rights on cleaning up the individual's property and bribery and extortion regarding the library sensor/filtering.

Rob Jones spoke to the council regarding making a difference. He indicated he would like for the council to really think about this. We have to have a positive outlook. He hopes they go out and look at the Apple Annie's and paint the building at the Visitor Center it would make a huge difference to making the City of Willcox welcoming.

DECLARATION ON CONFLICT OF INTEREST: None

ADOPTION OF THE AGENDA

MOTION: Vice Mayor Holloway moved to approve the adoption of the agenda as presented.

SECONDED: Councilmember Lindsey **CARRIED**

APPROVAL OF MINUTES OF THE REGULAR MEETING OF AUGUST 5, 2013

MOTION: Councilmember Goolsby moved to approve Minutes of the Regular Meeting of August 5, 2013.

SECONDED: Vice Mayor Holloway **CARRIED**

THE WILLCOX CHAMBER OF COMMERCE IS REQUESTING A STREET CLOSURE FROM E. STEWART AND RAILROAD AVENUE ON AUGUST 31, 2013 FOR THE WILLCOX FLIERS BIKE RACE- PRESENTATION GIVEN BY BRIAN NASH FROM ROCA MOTION

MOTION: Councilmember Johnson moved to approve the Willcox Chamber Of Commerce request for a Street closure from E. Stewart and Railroad Avenue on August 31, 2013 for the Willcox Fliers Bike Race

SECONDED: Vice Mayor Holloway **DISCUSSION:** Mr. Nash mentioned that the name changed from Magic Circle Bike Ride to the Willcox Fliers Bike Race and is hosting a bike ride starting at Railroad Park and will have vendors and merchants. A very good family event all proceeds will go to Small Town Big Dreams. Ms. Peterson spoke about the kids doing some wonderful things and this is what this is about. We do give scholarships to children when they graduate and to the teachers for the classrooms. We are hoping we could give to junior scholars as well to go to camp. This is not all about honoring Matt, my son but to encourage them to continue their education that don't have to the funds to do so. **CARRIED**

**THE MINUTES OF THE REGULAR SESSION OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 19th DAY OF AUGUST, 2013**

REMOVAL OF A PUBLIC LIBRARY ADVISORY COMMITTEE MEMBER

MOTION: Vice Mayor Holloway moved to approve the removal of a Public Library Advisory Committee member
SECONDED: Councilmember Goolsby **CARRIED**

**APPOINTMENT OF HEIDI NUZZO TO THE LIBRARY ADVISORY COMMITTEE TO FILL ONE TERM
EXPIRING JUNE 30, 2016**

MOTION: Councilmember Goolsby moved to approve the appointment of Heidi Nuzzo to the Library Advisory
Committee to fill one term expiring June 30, 2016 **SECONDED:** Councilmember Lindsey **CARRIED**

**THE 4-H AND FUTURE FARMERS OF AMERICA CLUBS REQUESTING THE WAIVER OF FEES AT QUAIL
PARK ON AUGUST 25, 2013 FROM 6:00 AM TO 6:00 PM**

MOTION: Councilmember Johnson moved to approve the 4-H and Future Farmers of America Clubs requesting the
waiver of fees at quail park on august 25, 2013 from 6:00 am to 6:00 pm **SECONDED:** Councilmember Lindsey
DISCUSSION AYES: Mayor Irvin, Vice Mayor Holloway, Councilman Lindsey, Councilman Johnson, Councilman
Nigh **NAYS:** Councilman Goolsby (5 to 1) **CARRIED**

THE PURCHASE OF A NEW FILTER CONTROL SYSTEM FOR THE SWIMMING POOL

MOTION: Vice Mayor Holloway moved to purchase of a new filter control system for the swimming pool
SECONDED: Councilmember Lindsey **DISCUSSION:** City Manager stated we have only one other vendor in the
State of Arizona and one was contacted in California and they would be happy to install it but a higher rate.
CARRIED

TRIMMING AND CROWNING OF HISTORIC TREES IN RAILROAD PARK

MOTION: Vice Mayor Holloway moved to approve the trimming and crowning of historic trees in Railroad
Park **SECONDED:** Councilmember Goolsby **CARRIED**

RESOLUTION NO. 2013-63 REGARDING LIBRARY POLICY CHANGES

MOTION: Councilmember Lindsey moved to Resolution No. 2013-63 regarding Library Policy Changes
SECONDED: Vice Mayor Holloway **DISCUSSION:** Mr. Miner explained that this policy is no different than was
presented before but this is in compliance to Arizona Revised Statue. This policy spells out what we are
filtering we are accommodating as much as possible. **CARRIED**

CITY MANAGER REPORTS

- Due to the Labor Day Holiday a Special Council Meeting will be held on
Tuesday, September 3, 2013
- Pool closure-will be September 1, 2013
- Horseshoe tournament will be held on September 2, 2013 starting at 2:00 pm. at Keiller Park
- Fireworks will be held on September 2, 2013 at dusk.
- The 10 donated corrals have been installed at the rodeo grounds.
- In a joint effort the City will provide materials and, Rex Allen Days, Inc. will install a fence
along the drainage ditch for safety purposes at the Rodeo Grounds
- Auditors will be at the City Hall second week of September
- City manager will be out of office Wednesday, August 20 and return on Monday August 26,
2013

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS

ADJOURN- with no further discussion the meeting was adjourned at 7:27 pm.

**THE MINUTES OF THE REGULAR SESSION OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 19th DAY OF AUGUST, 2013**

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 5th day of August, 2013. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 5th day of August 2013

Virginia A. Mefford

City Clerk Virginia A. Mefford

PASSED, APPROVED AND ADOPTED this 19th day of August, 2013.

MAYOR ROBERT A IRVIN

ATTEST:

Date signed: _____

City Clerk Virginia A. Mefford

PROCLAMATION

WHEREAS, the City of Willcox, Department of Public Safety's Animal Shelter exists to provide care and shelter for the area's lost, abandoned, and abused animals, and makes every effort to locate "Forever Homes" for those animals; and

WHEREAS, A Cause For Paws was established by local, caring citizens within the community for the purpose of ensuring the most comfortable stay possible for the animals who are placed into the Willcox Animal Shelter; and

WHEREAS; A Cause For Paws event was held at Rix's Tavern on August 3, 2013 as a manner of raising private donations with a Dinner, Dance, Raffle, and Silent Auction, resulting in 100% of the proceeds being donated to the Willcox Animal Shelter; and

NOW, THEREFORE, I Robert A. Irvin, Mayor of the City of Willcox, Cochise County, Arizona, on behalf of all City officials and the Willcox Animal Shelter, do thank the Cause For Paws organizers, Rix's Tavern, and all those who participated in the fundraising events for their thoughtful and generous donation, and urge the citizens of Willcox to recognize their outstanding efforts in taking a leadership role and bringing the community together for a very worthwhile cause, and for being a great friend to animals.

*In witness whereof I have hereunto set my hand
and caused this seal to be affixed.*

Mayor Robert A. Irvin - September 03, 2013

ATTEST:

City Clerk Virginia A. Mefford



A PAWsome Turnout.....

It is with the deepest gratitude imaginable that we thank the residents and businesses of our small community for pulling together and making the "Cause for Paws" a HUGE success, we thank you immensely. We continued to receive donations after the printing of last weeks' paper. As of Friday, our humane shelter event raised an unbelievable \$5,644.00, not inclusive of all of the dog and cat food and supplies that were dropped off at locations including Compass Bank, USPS, Valley Telecom & the Library.

A special thank you to Big Tex BBQ for all of the donated brisket and dinner rolls; also to Rix's Tavern for the potato salad, the band, the facility, and the great staff. We had so many auction items donated....

Amber Williams, Bowie Tillage, Carlson Creek Vineyard, Chris Shull, Cochise Farm & Ranch, Cooke Graphics, Coronado Vineyards, DC Cross Mercantile, De'Ana Bloomer, Donna Dunham with Ruff Rescue, Dr. Geiger, Dreamcatcher B&B, Zumba with Erin Bowlby, Foster Sheet Metal, Giselle Billeaudeau, Gladys Holmes, Hollywood Design, Janie Swartz, Jerry & Debbie Sunderland, Jonnie Bell Bethel, Karyn with Tucson Tails, Keeling-Schaefer Vineyards, Kiersten Bungay, Longmire Well Service, Louise Walden, the band Nightlife, the band Pocket Change, Peta-Anne Tenney, Randall Humphers, Red Nine Salon, Rustic Rooster, Salsa Fiesta, Scottsdale Hyatt, Susan Arbuthnot, Tamara Cooke, The Dolly Steamboat, Tonna Sindel, TOPS Group, Troy & Kelly Garey, Twin Lakes Golf Course, Pillsbury Wine Company, Stamback Septic, Stronghold Feeds, Valley Telecom Group, Willcox Traders, Zarpara Vineyard.

In addition to all of the above, we had a tremendous outpouring of donators, bidders, and raffle ticket buyers who opened their hearts to this event. Thank you to all of our friends and family members who helped us too! Especially J&S Entertainment for running the mic all night, and selling more raffle tickets, that was a huge relief!

The money will surely help these homeless pets with food, medical supplies, etc. In addition, and more importantly, we hope it helped raise community awareness!

Rescue*Adopt*Foster

Sincerely,

Tamara Cooke

Tonna Sindel

Lisa Benavides

Kelly Colbert, Humane Shelter

Published Arizona Range News Aug 14, 2013



A Cause For Paws

City Of Willcox Humane Shelter Benefit Dinner, Auction & Dance

Saturday, August 3rd, 5:00 p.m. @ Rix's Tavern (feat. Pocket Change)

Cover Charge	\$ 5 OR Dog Treats/Toy/Etc.
Dinner Plate	5:00 - 7:00 p.m. \$10
Silent Auction	5:00 - 7:30 p.m.
Raffles	Throughout the night

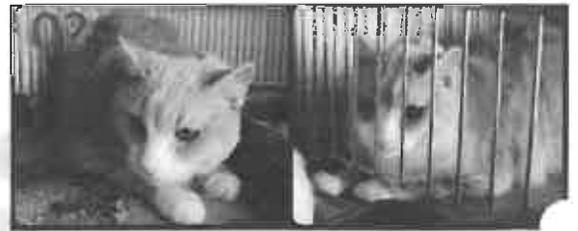
For more information, please contact:

Tenna Sindel	tssindel@msn.com
Lisa Benavides	lisa.benavides@vtc.net
Tamara Cooke	tamaracooke09@gmail.com

Our local shelter is in desperate need of any kind of help. We know all the money in the world will not find forever homes, but it can help make their stay here more comfortable.

If you're unable to attend this fundraiser but still wish to help out, there are donation boxes set up at:

Valley Telecom Group
Willcox Post Office &
Compass Bank



Photos courtesy of 'City of Willcox Humane Shelter' and 'A Voice for Arizona Shelter Dogs'. Please find them on Facebook! The more pictures that are shared and viewed by the community, the better the survival chances for these innocent animals. 100% of proceeds will be delivered to the local shelter.

On the outskirts of town in Willcox, Arizona, there are some dogs who sit in 4' x 6' kennels not knowing why or what they did wrong to deserve this life. They're just there, waiting for something...but they don't know what. They pace and pant, eat and drink, then pace and pant some more. They bark at strangers and speak to each other in their own little way until the light turns into dark. Then surely they dream of freedom and the gentle touch of a human. But mostly what they do is wait....for something. But today a wonderful surprise came as I pulled up in the driveway and unloaded some boxes. Kelly was busy cleaning kennels and the dogs greeted me and wagged their tails. I wish all of you who have donated could see what I saw today...the precious moment when we handed them the Nylabones that were donated to them. This dog has been in the shelter since March. As I un-wrapped the package he waited anxiously, focused on what I was doing. I passed the bone to Kelly and she handed it to him. His reaction was completely priceless. And though he may wonder....still...why he is in the shelter, he now has a toy. Toys mean love. He now knows that he is loved. Thank you for your donations, you are changing lives and hopefully one day soon they will each find the reason that they've been waiting. Written by Nadine Swart, A Voice for Arizona Shelter Dogs.





PUBLIC HEARING NOTICE

CITY COUNCIL

In accordance with Resolution No. 370 of the City of Willcox, and Section 138-431.01 of the Arizona Revised Statutes **NOTICE IS HEREBY GIVEN** the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold a **PUBLIC HEARING NOTICE** during the **SPECIAL MEETING ON TUESDAY** the **3RD** day of **SEPTEMBER 2013**, at **7:00 P.M.**, at the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, WILLCOX, AZ.**

Items for consideration, discussion and/or decision relating to Special Meeting:

- Please see the posted Special Meeting Agenda for all items or visit www.cityofwillcox.org website.
- Public Hearings: (1) Application for liquor License Series #13 Aridus Wine Company, LLC, New License

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

All members of the public are invited to attend such meeting.

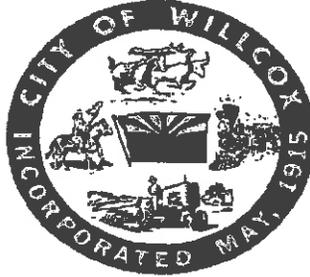
DATED AND POSTED this 29TH day of August 2013, at 3:00 P.M.

CITY OF WILLCOX, ARIZONA

/s/Virginia A. Mefford
City Clerk Virginia A. Mefford

Agenda\2013\09032013spmtgnotice

"Mine, Yours, Ours"



**NOTICE OF PUBLIC HEARING
MAYOR AND 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 a **PUBLIC HEARING**, during a **SPECIAL** meeting, on **TUESDAY**, the **3rd** day of **SEPTEMBER**, 2013 at **7:00 p.m.**, in the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, WILLCOX, AZ.**

Public Hearing on:

BECC-WWTP Public Participation

All members of the public are invited to attend such meeting. For those persons unable to attend, written comments will be accepted until 4 p.m. the day of the public hearing in the Office of the City Clerk, 101 S. Railroad Avenue, Suite B, Willcox, AZ 85643.

DATED AND POSTED this 29th day of August 2013 AT 3:00 P.M.

CITY OF WILLCOX, ARIZONA

/s/Virginia A. Mefford .
City Clerk

agenda\2013\PHWWTP-BECC

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 10
Tab Number: 4
Date: 09-03-2013

Date Submitted:
08/21/2013

Date Requested:
09/03/2013

Action:
 Resolution
 Ordinance
 Formal
 Other

**Subject: Appointment
to the Library Advisory
Committee, to fill one
vacancy, term expiring
June 30, 2014.**

TO: MAYOR AND COUNCIL

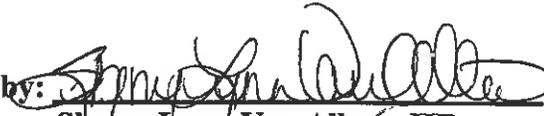
FROM: Sherry Lynn Van Allen, Human Resources

DISCUSSION: In accordance with the Willcox City Code Title 2-Chapter 2-2-3 Appointment; Terms; Vacancies; Removals: vacancies shall be filled by appointment by the Mayor and City Council. There is currently one open position on this board. City staff has advertised in the Arizona Range News and on our website to fill the vacancy. Staff has received one (1) letter in response to the advertisement.

A letter was received for consideration for appointment to the Library Advisory Committee from Michael J. Honickman. This appointment will fill the vacancy left by Jeffrey Shroyer with the term expiring on June 30, 2014.

RECOMMENDATION: For the Mayor and Council to appoint Michael J. Honickman, if so desired, to the Library Advisory Committee to fill the current vacancy.

FISCAL IMPACT: -0-

Prepared by: 
Sherry Lynn Van Allen - HR

Approved by: 
Ted Soltis, City Manager

Received on
AUG 21 2013
(JP)

August 19th, 2013

City of Willcox
Willcox, AZ., 85643

Attention: Robert A. Irvin
Honorable Mayor
City of Willcox

Re; Public Library Advisory Committee

Honorable Robert A. Irvin, Mayor,

My name is Michael J. Honickman, I am currently President of the Friends of Elsie S. Hogan Community Library. I also sit in a none voting position on the P.L.A.C.

It has come to my attention that there is a vacancy as a member on the Public Library Advisory Committee. I would like to apply for this position.

Looking to hear from you favorably in the future.

I remain;
Respectfully



Michael J. Honickman
1250 Packing Plant Rd.
Willcox AZ., 85643

Tel; 520-384-3084

Email; honickman@valleywb.net

**CITY OF WILLCOX
Request for Council Action**

Agenda Item: 11 .
Tab Number: 5
Date: 09-03-2013

Date Submitted:
August 20, 2013
Date Requested:
September 3, 2013

Action:
 Resolution
 Ordinance
 Formal
 Other

**Request to purchase two (2)
in-car video camera's for
patrol with grants funds from
the Arizona Department of
Homeland Security**

To: Honorable Mayor and City Council
From: Sgt. Glenn Childers, Interim Chief

Discussion: The Willcox Department of Public Safety has received an award of \$10,000 from the Arizona Department of Homeland Security, Operation Stonegarden grant # 888434-02 for the purchase of two (2) in-car video camera systems. Reimbursement for the cameras is not to exceed \$5,000 per unit. A quote from Watchguard Video has been received for the systems which meet this funding restriction. All other in-car camera units have been purchased from Watchguard.

Recommendation: To proceed with the purchase of the two (2) in-car camera systems from Watchguard Video for the amount of \$10,000 to be reimbursed from the AZ Dept. of Homeland Security.

Motion:

Fiscal Impact: \$10,000.00 (to be reimbursed by AZDOHS)

Prepared By: Penney L. Bell, Administrative Assistant


Glenn Childers, Sgt. / Interim Chief

Ted Soltis, City Manager



415 Century Parkway, Allen, TX 75013
 (972) 423-9777 Fax: (972) 423-9778
 National Toll-Free 1-800-605-MPEG (6734)
 www.watchguardvideo.com

CAMERA QUOTE

Quote #: QUO-13592-44HB Rev #: 0

Customer:	
Willcox Police Department	
Attn: Penney Bell	
101 S Railroad Ave Suite B, Willcox, AZ, 85643	
Telephone Number	Fax Number
520-384-4673	
Email Address	
pbell@willcoxcity.org	

Quote Information		
Quote Valid From:	8/19/2013	To: 11/17/2013
Quote Presented By:	Fran Judge	
Presenter Contact:	FJudge@WatchGuardVideo.com	
Est. Ship Date:	Ship Via:	Payment Terms:
30 days	UPS Ground	Net 30

#	Part Number	Description	Unit Price	Qty	Ext Price
1	DV1-EMD-GPS	DV-1E, Modular Recorder Unit, w/ GPS	\$5,000.00	2	\$10,000.00
2	BRK-MRU-100-000	Modular Recording Unit Base Mounting Plate	Included	2	Included
3	BRK-RDM-100-061	Modular Remote Display Mount, Rigid - 6"	Included	2	Included
4	WGA00461	Assy, Combo Camera, DV-1, Sony Camera	Included	2	Included
5	CAB-CMB-101-15F	Combination (Front) Camera Cable - 15'	Included	2	Included
6	MIC-WRL-KIT-1v2	Hi-Fi Microphone Kit 1v.2 (Transmitter, Cradle, Belt clip, Pivot clip, 10' antenna)	Included	2	Included
7	MIC-CBN-100-07F	Cabin Microphone - 7'	Included	2	Included
8	BRK-WRL-MIC-402	Bracket, Hi-Fi Microphone, Universal	Included	2	Included
9	MIC-WRL-EXT-25F	Wireless Microphone Extension Cable - 25 Feet	Included	2	Included
10	MIC-CBN-EXT-12F	Cabin Microphone Extension Cable - 12'	Included	2	Included
11	CAB-DVI-101-15F	Modular Remote Display Cable 15'	Included	2	Included
12	WGP01506-KIT	Cable Assembly, DV-1C/4RE, Power/Input, R/A, 24'	Included	2	Included
13	DV1-RCP	Modular Remote Display Control Panel (2nd Gen)	Included	2	Included
14	SFW-DV1-PKG-100	DV-1 Software Package(Fleet Manager Utility,DVD Manager Utility,Crossover Cable, Manuals)	Included	1	Included
15	DVD-EVI-MED-001	Serialized DVD+RW Red Evidence Label Disc Media	Included	20	Included
16	DVD-EVI-SLV-001	Protective Disc Sleeve - Paper	Included	20	Included
17	GPS-ANT-MGN-16F	GPS Antenna, Magnetic Mount	Included	2	Included
18	BRK-CAM-GLS-100	Glass Adhesive - Loctite	Included	2	Included
19	WGA00316-KIT	DV-1, Modular User Manual, Keys, Mounting Screws Kit	Included	2	Included
20	WAR-STD-PUR-1YR	1st Year Factory Warranty (Months 1 to 12)	Included	2	Included

Comments:

Shipping included

Subtotal	\$10,000.00
Shipping	\$0.00
Taxes	
Total	\$10,000.00

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item 12
Tab Number 6
Date: 9/3/2013

Date Submitted:	Action:	Subject:
August 20, 2013	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal	Utilities Accounts Receivable Write-off of Uncollectible Accounts

TO: MAYOR AND COUNCIL
FROM: Finance Director Ruth Graham

Discussion:

The City closely monitors Accounts Receivable. In order to correctly reflect the receivables that will be realized, ongoing write-offs of uncollectible accounts are required and Utility Accounts Receivable balances are adjusted.

When a customer account is delinquent, we work with customers to make reasonable payment arrangements. If those arrangements are not honored and services are disconnected, full payment is required to reconnect services. We encourage our customers to seek public assistance when possible. When an account is closed, a termination billing is sent immediately. Follow up letters are sent at 30 and 40 days. Accounts unpaid at 90 days are sent to our collection agent, Professional Collection Services. We do not stop collection efforts, however. We maintain a record of unpaid accounts; if a previous customer comes in to open new services we collect the past balance due. Either payment must be made in full before new services are connected, or an arrangement made not to exceed 90 days to satisfy the past due balance.

The accounts sent to collection are maintained in the City's Accounts Receivable balances for another 18 months. The last write-off for non-collectible accounts was approved by the City Council in July 2012. Those accounts were sent to the collection agency in 2010. Collection efforts are continuing on those accounts. The beginning balance totaled \$14,194.94, and \$2,943.18 or 21% has been collected.

The current request for a write-off is for accounts sent to collection during calendar year 2011. Council approval is requested to write off terminated utility accounts closed and sent to collections from January to December 2011 with unpaid outstanding balances totaling \$23,658.18. The beginning balances of these accounts totaled \$37,620.04; and \$13,961.86, or 37.11%, has been collected. A list of the Collection Accounts from 1/1/11 to 12/31/11 is attached for your information. Of that amount, \$6,034.58 or 26% is for gas, \$5,896.28 or 25% is for water, \$6,977.35 or 29% is for sewer, and \$4,749.97 or 20% is for refuse.

The Utility accounts receivable balance at June 30, 2013 totals \$271,942 after the current write-off. At June 30, 2012 the adjusted balance after write-off totaled \$276,865. For years ended June 30, 2011 and June 30, 2010, the adjusted balances after write-off totaled \$311,202 and \$255,470, respectively.

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-64

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE WRITE-OFF OF TERMINATED UTILITY ACCOUNTS THAT HAVE BECOME NON-COLLECTIBLE AND THE UNPAID BALANCES ASSOCIATED THEREWITH.

WHEREAS, pursuant to Arizona Revised Statutes (A.R.S.) §9-240, the Mayor and City Council shall have the control and power over the affairs, finances and property of the corporation with the authority to appropriate money to provide for the payment of corporate debts and expenses; and,

WHEREAS, the City is empowered pursuant to A.R.S. §9-511 to engage in the business of operating public utility systems; and,

WHEREAS, the City through Professional Collection Services, has undertaken collection actions to try to collect unpaid balances on terminated public utility accounts; and,

WHEREAS, the City through its Director of Finance, has determined that certain uncollectable utility account balances exist for the calendar year 2011 totaling \$23,658.18, which are comprised of \$6,034.58 for gas; \$5,896.28 for water; \$6,977.35 for sewer; and \$4,749.97 for refuse; said amounts being deemed uncollectible and/or not economically feasible to pursue collection actions; 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 residents to approve and authorize the write off of the uncollectable utility account balances as determined uncollectible by the Director of Finance; and,

WHEREAS, it is the desire of the Mayor and City Council that this item be presented for consideration at the Special Council Meeting on September 3, 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, as follows:

SECTION 1: The Mayor and City Council hereby authorize and approve the write off of uncollectable utility account balances existing for the calendar year 2011 in an amount totaling \$23,658.18, comprised of \$6,034.58 for gas, \$5,896.28 for water, \$6,977.35 for sewer, and \$4,749.97 for refuse; and,

SECTION 2: The City Director of Finance is authorized and directed to take all action necessary and required to write off of uncollectable utility account balances existing for the calendar year 2011 in an amount totaling \$23,658.18, comprised of \$6,034.58 for gas, \$5,896.28 for water, \$6,977.35 for sewer, and \$4,749.97 for refuse; and,

SECTION 3: That the Mayor is authorized and empowered to execute the Resolution as presented.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 3rd day of September, 2013.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-64

**CITY OF WILLCOX
WRITE-OFF OF ACCOUNTS RECEIVABLE
COLLECTION ACCOUNTS PRIOR TO 1/1/2012**

AMOUNT OWED	AMOUNT PAID	DATE SENT	AMOUNT OWED	AMOUNT PAID	DATE SENT
\$741.51	\$250.00	Non-collectible	\$317.48	\$82.00	January-12
\$2,121.11	\$1,249.07	January-11	\$320.89	\$153.47	August-11
\$253.70	\$50.00	May-11	\$242.10	\$46.61	September-11
\$82.31	\$48.53	October-11	\$214.32	\$0.00	November-11
\$229.75	\$150.00	July-11	\$180.54	\$98.63	January-11
\$300.16	\$40.00	May-11	\$156.98	\$106.90	April-11
\$220.46	\$0.00	May-11	\$356.88	\$254.59	December-11
\$434.82	\$238.62	October-11	\$521.98	\$320.00	January-11
\$219.48	\$139.00	August-11	\$371.32	\$111.26	April-11
\$327.94	\$20.00	April-11	\$383.32	\$40.60	July-11
\$480.40	\$180.00	November-11	\$266.62	\$109.85	March-11
\$271.89	\$178.15	July-11	\$198.85	\$0.00	December-11
\$259.21	\$100.99	March-11	\$221.30	\$91.03	May-11
\$326.94	\$180.00	February-12	\$187.74	\$86.33	January-11
\$762.17	\$78.58	Non-collectible	\$256.35	\$100.00	July-11
\$695.25	\$193.15	January-12	\$319.35	\$70.00	February-12
\$493.36	\$109.83	April-11	\$564.10	\$200.00	January-11
\$287.41	\$0.00	March-11	\$145.81	\$50.00	February-12
\$372.37	\$113.41	November-11	\$170.23	\$50.00	October-11
\$276.96	\$150.00	January-11	\$721.62	\$284.10	Non-collectible
\$462.19	\$175.88	March-11	\$182.26	\$10.00	April-11
\$265.42	\$89.39	January-11	\$373.16	\$166.57	October-11
\$630.01	\$159.54	July-11	\$514.93	\$95.00	May-11
\$205.76	\$102.97	January-11	\$222.30	\$118.35	January-12
\$229.95	\$94.22	September-11	\$4,891.05	\$1,425.78	Lien
\$213.08	\$63.08	January-11	\$54.46	\$26.75	Lien
\$338.50	\$100.00	July-11	\$2,069.10	\$641.67	Lien
\$274.25	\$163.18	October-11	\$387.72	\$101.80	August-11
\$385.26	\$0.00	Non-collectible	\$109.88	\$0.00	December-11
\$576.68	\$205.00	October-11	\$369.55	\$158.89	August-11
\$39.11	\$0.00	May-11	\$105.16	\$50.00	January-11
\$377.78	\$105.00	January-11	\$311.09	\$137.09	July-11
\$348.28	\$50.00	February-12	\$109.61	\$50.94	January-11
\$534.97	\$217.14	March-11	\$112.50	\$73.68	January-11
\$2,521.35	\$811.66	Non-collectible	\$271.62	\$75.00	January-11
\$376.15	\$90.11	July-11	\$278.55	\$144.82	January-11
\$119.96	\$84.95	October-11	\$267.41	\$179.02	January-11
\$110.56	\$64.97	February-12	\$383.40	\$200.00	May-11
\$569.22	\$291.71	September-11	\$634.06	\$419.11	January-11
\$74.99	\$42.03	March-12	\$345.80	\$221.58	October-11
			\$592.90	\$233.55	July-11
\$908.41	\$701.14	Balance < \$25	\$196.67	\$95.59	December-11

2011 Accounts	AMT OWED	AMT PAID	BALANCE
Total Sent to Collections	\$37,620.04	\$13,961.86	\$23,658.18
% Collected		37.11%	

DISTRIBUTION BY UTILITY:		
Gas	6,034.58	26%
Water	5,896.28	25%
Sewer	6,977.35	29%
Refuse	4,749.97	20%
	<u>\$23,658.18</u>	

City of Willcox
 Utilities Sales & Receivable
 Comparison at June 30, 2013

<u>Comparison</u>	<u>Gas</u>	<u>Water</u>	<u>Sewer</u>	<u>Refuse</u>	<u>Total A/R</u>	<u>Change</u>	<u>% Change</u>	<u>Write-off</u>
FY 06	79,104	83,524	60,023	59,042	281,693	36,004	12.8%	32,172
FY 07	102,661	89,949	66,321	58,766	317,697	(4,571)	-1.4%	40,106
FY 08	104,320	80,799	72,963	55,045	313,126	6,014	1.9%	
FY 09	89,900	95,774	76,451	57,015	319,140	(63,670)	-20.0%	50,212
FY 10	60,823	76,407	67,750	50,491	255,470	55,732	21.8%	19,120
FY 11	79,993	104,903	74,973	51,333	311,202	(34,337)	-11.0%	12,445
FY 12	48,046	91,880	73,779	63,160	276,865	(4,923)	-1.8%	23,658
FY 13	50,612	81,904	73,563	65,863	271,942			
% Change from FY12	5.3%	-10.9%	-0.3%	4.3%	-1.8%			

<u>Sales</u>	<u>Gas</u>	<u>Water</u>	<u>Sewer</u>	<u>Refuse</u>	<u>Total Sales</u>	<u>Change</u>	<u>% Change</u>	<u>Write-off</u>
FY 06	1,106,536	625,860	525,351	587,610	2,845,356	166,393	5.8%	32,172
FY 07	1,163,678	648,283	614,228	585,560	3,011,749	59,867	2.0%	40,106
FY 08	1,119,206	750,150	649,008	553,252	3,071,616	(151,915)	-4.9%	
FY 09	930,057	716,841	703,465	569,339	2,919,701	(11,069)	-0.4%	50,212
FY 10	936,136	712,091	693,099	567,306	2,908,632	(28,517)	-1.0%	19,120
FY 11	881,315	755,363	697,523	545,914	2,880,115	35,161	1.2%	12,445
FY 12	806,563	732,609	720,107	655,997	2,915,276	(126,541)	-4.3%	23,658
FY 13	797,313	614,762	714,483	662,177	2,788,735			
% Change from FY12	-1.1%	-16.1%	-0.8%	0.9%	-4.3%			

CITY OF WILLCOX
Request for Council Action

Agenda Item: 13
Tab Number: 7
Date: 9/3/2013

Date Submitted:

8/27/2013

Action:

Resolution
 Ordinance
 Other

Subject:

Contract With
Xpress Bill Pay for
On-Line Payments

To: Honorable Mayor and City Council
From: Ruth Graham, Finance Director

Discussion: The City of Willcox has accepted on-line utility bill payments since 2007 and Intellipay has been our payment provider since inception. Caselle program updates have not been made by Intellipay and it is Staff's recommendation that the City change service providers. Caselle works closely with Xpress Bill Pay for on-line payment integration and has recommended Xpress Bill Pay to the City. The overall price for services is competitive and the City's service level is enhanced with Xpress Bill Pay. Staff anticipates that many of the problems will be resolved with a change in provider.

In September 2012 the City migrated from Caselle Classic to Caselle Clarity software. Since the upgrade substantial staff time has been required to resolve frequent ongoing issues with Intellipay. Payment posting is sporadic and manual review, research and/or adjustments are required. The monthly customer histories for on-line customers are no longer posting; several months' history has not posted. Now our customers see only the amount of the bill, not the detail that makes up that bill. The system is also static; one upload is made each month after customer billings have been issued. Customer payments during the month are not reflected on-line until the next monthly update. In addition, Intellipay has not offered product enhancements or help with our merchant services costs.

Xpress Bill Pay has called on the City on two occasions to review our needs and to offer assistance and services. There are two elements to the charges for on-line payments; the service provider and the merchant fees (charged by the credit card or electronic check processor). After they came in 2012, Xpress Bill Pay told us that we could realize savings on our merchant services fees whether or not we made a change in service providers. That change was made and our monthly merchant services fees were reduced by about 15%. Additional merchant services fee savings will be a part of the conversion as well. Xpress Bill Pay will restore the customer histories that have not been posted since September 2012 and provide our customers with daily updates to reflect payments. If a payment is returned by the bank for non-sufficient funds, the return will automatically post to the system. In addition, Xpress Bill Pay offers additional services that the City may wish to use, including accepting on-line payments for business licenses,

park rentals, etc. The payments can be accepted through an on-line portal and each department will be able to accept credit or debit card payments directly rather than asking customers to come to City Hall or mail a check. In addition, we can send a "blast" e-mail to all customers or a group of customers to provide a newsletter or to send notices.

Using an average of the last two months' transaction quantities, we anticipate that it will cost \$211.70 per month with Xpress Bill Pay vs. the current \$93.85 with Intellipay. However, Xpress Bill Pay has proactively reviewed our merchant services statement and found that the service rates for our present transaction levels can be reduced from the \$749.72 per month to \$601.09 for a total savings of \$30.78 per month for Xpress Bill Pay and merchant services. The City hopes to incorporate additional services to enhance our customer service level and minimize staff time and overall total fees may increase due to increased usage of the system. Staff time to address issues will be reduced, and net cost savings will be realized.

At our present transaction levels the annual estimated cost for Xpress Bill Pay is \$2,540.40. The annual estimated merchant services fees total \$7,213.18, for a combined cost of \$9,753.48. If we make no change, the estimated costs to stay with Intellipay will total \$1,126.20 and the merchant service fees will total \$8,996.64, for a combined cost of \$10,122.84.

There is a \$1,000 set-up fee and a \$500 training fee for a consultant to come to Willcox for one day to train staff and facilitate the change. A conversion will be required and on-line customers will need to set up new on-line accounts with the City. There is also a charge for airline fare and lodging. Benson is making the conversion in mid-September and we may have an opportunity to share airfare costs with them.

This contract meets the requirements of Special Procurement under the City's procurement policy. The integration with Caselle Clarity is a specialized service that requires conformance with ongoing software updates and Xpress Bill Pay is Caselle's preferred provider. The anticipated overall cost is less than the City pays for the current service provider.

Recommendation: Staff recommends that the Mayor and Council move to approve the Xpress Bill Pay Service Agreement and all documents necessary to provide on-line bill payment services for the City through Xpress Bill Pay.

Fiscal Impact: Estimated annual cost of \$9,753.48 at current levels. Costs will be tied to number of transaction processed. As more services are offered, costs will vary and may increase.

Prepared By:



Ruth Graham, Finance Director

Approved by:

Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2013-65

**A RESOLUTION OF THE MAYOR AND COUNCIL OF
THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA,
APPROVING AND AUTHORIZING THE XPRESS BILL
PAY SERVICES AGREEMENT PROVIDING ONLINE
BILL PAYMENT SERVICES.**

WHEREAS, pursuant to Arizona Revised Statutes (A.R.S.) §9-240, the Mayor and City Council shall have the control and power over the affairs, finances and property of the corporation; and,

WHEREAS, the City is empowered pursuant to A.R.S. §9-511 to engage in the business of operating public utility systems and since 2007, has contracted with and outside provider to accept on line utility bill payments for the convenience of their utility customers; and,

WHEREAS, the City has determined that an change in providers of the on-line bill payments services is needed to enhance the services available to the City and its customers and such services will best be provided by Xpress Bill Pay, whose services are authorized under the City of Willcox Procurement Code as a specialized service provider; and,

WHEREAS, the Mayor and Council of the City of Willcox have determined that approving the Xpress Bill Pay Gateway and Administrative Services Agreement, as presented herewith and attached as Exhibit "A", and the ODFI Originator Agreement, as presented herewith and attached as Exhibit "B", are in the best interests of the City and its residents; and,

WHEREAS, it is the desire of the Mayor and City Council that this item be presented for consideration at the special Council Meeting on September 3, 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, as follows:

SECTION 1: The Mayor and City Council hereby authorize and approve the Xpress Bill Pay Gateway and Administrative Services Agreement in an annual amount totaling \$2,540.40, as presented herewith as Exhibit "A", and the ODFI Originator Agreement, as presented herewith as Exhibit "B", in an annual amount of \$7,213.18; and,

SECTION 2: The Mayor is authorized and empowered to execute the Xpress Bill Pay Gateway and Administrative Services Agreement as presented herewith as Exhibit "A", and the ODFI Originator Agreement, as presented herewith as Exhibit "B"; and,

SECTION 3: The City Director of Finance is authorized and directed to take all action necessary and required to fulfill the terms and conditions of the Xpress Bill Pay Gateway and Administrative Services Agreement as presented herewith as Exhibit "A", and the ODFI Originator Agreement, as presented herewith as Exhibit "B", including, but not limited to the execution of any other documentation necessary to fulfill the terms and condition of the Xpress Bill Pay Gateway and Administrative Services Agreement and the ODFI Originator Agreement; and,

SECTION 4: That the Mayor is authorized and empowered to execute the Resolution as presented.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 3rd day of September, 2013.

APPROVED/EXECUTED:

ROBERT A. IRVIN, MAYOR

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2013-65

City of Willcox

Cost Analysis for July 2013

CURRENT RATES

Type	Description	Count	\$ Sales	\$ Avg.	I/C Rate	I/C Per Item	Assess.	Assoc. Dues	Sales Disc.	Auth. Fees	TOTAL
Service	MC Sales Discount		\$7,783.30						0.25%		\$19.46
Service	Visa Sales Discount		\$42,885.98						0.25%		\$107.21
Service	MC License Volume Fee		\$7,783.30				0.005%				\$0.39
Fee	MC Internet Auth Fee	46								\$0.17	\$7.82
Fee	Visa Internet Auth Fee	363								\$0.17	\$61.71
Fee	CNP AVS Fee	46								\$0.0025	\$0.12
Fee	Monthly Statement Fee	1								\$5.00	\$5.00
Interchange	Assess. Fee Adj. Visa Network Fee CNP										\$45.00
Interchange	MC Assessment Tran. Amt >= \$1K	1	\$1,029.42				0.02%				\$0.21
Interchange	MC Assessment Fee		\$7,783.30				0.11%				\$8.56
Interchange	Visa Assessment Fee		\$42,885.98				0.11%				\$47.17
Interchange	Visa Access Fee	363						\$0.0269			\$9.76
Interchange	MC Access Fee	46						\$0.0269			\$1.24
Interchange	Visa CPS/Retail 2 (Debit) CAP	2	\$634.72	\$317.36	0.00%	\$2.00					\$4.00
Interchange	Visa CPS/Retail 2 (Emerg Mkts)(Debit)	107	\$11,422.55	\$106.75	0.65%	\$0.15					\$90.30
Interchange	Visa US Sig Bus CNP	1	\$1,576.48	\$1,576.48	2.60%	\$0.20					\$41.19
Interchange	Visa Business Enhanced CNP	1	\$837.19	\$837.19	2.45%	\$0.15					\$20.66
Interchange	Visa Signature Preferred CNP	2	\$261.59	\$130.80	2.40%	\$0.10					\$6.48
Interchange	Visa Purchasing Card CNP	1	\$30.00	\$30.00	2.65%	\$0.10					\$0.90
Interchange	Visa CPS/Retail 2 (Emerg Mkts)	20	\$4,327.63	\$216.38	1.43%	\$0.05					\$62.89
Interchange	Visa CPS/Retail 2 Emerg Mkt (PP)	15	\$1,260.57	\$84.04	0.65%	\$0.15					\$10.44
Interchange	Visa US Regulated Comm (Debit)	8	\$2,000.17	\$250.02	0.05%	\$0.22					\$2.76
Interchange	Visa US Regulated (Debit)	187	\$20,535.08	\$109.81	0.05%	\$0.22					\$51.41
Interchange	MC Emerging Markets (Debit)	15	\$1,597.51	\$106.50	0.80%	\$0.25					\$16.53
Interchange	MC Enhanced Public Sector	2	\$213.32	\$106.66	1.55%	\$0.10					\$3.51
Interchange	MC World Elite Corp DR II Bus	1	\$19.31	\$19.31	2.21%	\$0.10					\$0.53
Interchange	MC World Elite Corp DR II Bus	2	\$555.06	\$277.53	2.42%	\$0.10					\$13.63
Interchange	MC Comm Data Rt II Flt NonFl	7	\$2,426.71	\$346.67	2.50%	\$0.10					\$61.37
Interchange	MC Business Enhanced Value DR II	1	\$449.59	\$449.59	2.32%	\$0.10					\$10.
Interchange	MC Corp Data Rate II (US) Bus	1	\$141.99	\$141.99	2.20%	\$0.10					\$3.
Interchange	MC Corp Data Rate II (US) Pur	1	\$1,029.42	\$1,029.42	2.10%	\$0.10					\$21.72
Interchange	MC World Card Public Sector	5	\$461.24	\$92.25	1.55%	\$0.10					\$7.65
Interchange	MC Public Sector	2	\$278.99	\$139.50	1.55%	\$0.10					\$4.52
Interchange	MC Reg Incent Frd Adj Pos (Debit)	7	\$610.16	\$87.17	0.05%	\$0.22					\$1.85

TOTAL MERCHANT FEES: \$749.72

Type	Description	Count	Fees	TOTAL
Intellipay	Credit Card Transactions	409	\$0.15	\$61.35
Intellipay	ACH Transactions	50	\$0.25	\$12.50
Intellipay	Gateway Fee	1	\$20.00	\$20.00

TOTAL INTELLIPAY FEES: \$93.85

TOTAL FEES FOR ONLINE PAYMENTS: \$843.57

City of Willcox

Cost Analysis for July 2013

ESTIMATED RATES

	Description	Count	\$ Sales	\$ Avg.	I/C Rate	I/C Per Item	Assess.	Assoc. Dues	Sales Disc.	Auth. Fees	TOTAL
Service	MC Sales Discount		\$7,783.30								\$13.23
Service	Visa Sales Discount		\$42,885.98								\$72.91
Service	MC License Volume Fee		\$7,783.30				0.005%				\$0.39
Fee	MC Internet Auth Fee	46									\$7.82
Fee	Visa Internet Auth Fee	363									\$61.71
Fee	CNP AVS Fee	46							\$0.0025		\$0.12
Fee	Monthly Statement Fee	1									\$5.00
Interchange	Assess. Fee Adj. Visa Network Fee CNP										\$45.00
Interchange	MC Assessment Tran. Amt >= \$1K	1	\$1,029.42				0.02%				\$0.21
Interchange	MC Assessment Fee		\$7,783.30				0.11%				\$8.56
Interchange	Visa Assessment Fee		\$42,885.98				0.11%				\$47.17
Interchange	Visa Access Fee	363						\$0.0269			\$9.76
Interchange	MC Access Fee	46						\$0.0269			\$1.24
Interchange	Visa CPS/Retail 2 (Debit) CAP	2	\$634.72	\$317.36	0.00%	\$2.00					\$4.00
Interchange	Visa CPS/Retail 2 (Emerg Mkts)(Debit)	107	\$11,422.55	\$106.75		\$0.65					\$69.55
Interchange	Visa US Sig Bus CNP	1	\$1,576.48	\$1,576.48	2.60%	\$0.20					\$41.19
Interchange	Visa Business Enhanced CNP	1	\$837.19	\$837.19		\$1.50					\$1.50
Interchange	Visa Signature Preferred CNP	2	\$261.59	\$130.80	2.40%	\$0.10					\$6.48
Interchange	Visa Purchasing Card CNP	1	\$30.00	\$30.00	2.65%	\$0.10					\$0.90
Interchange	Visa CPS/Retail 2 (Emerg Mkts)	20	\$4,327.63	\$216.38		\$0.75					\$15.00
Interchange	Visa CPS/Retail 2 Emerg Mkt (PP)	15	\$1,260.57	\$84.04		\$0.65					\$9.75
Interchange	Visa US Regulated Comm (Debit)	8	\$2,000.17	\$250.02	0.05%	\$0.22					\$2.76
Interchange	Visa US Regulated (Debit)	187	\$20,535.08	\$109.81	0.05%	\$0.22					\$51.41
Interchange	MC Emerging Markets (Debit)	15	\$1,597.51	\$106.50		\$0.45					\$6.75
Interchange	MC Enhanced Public Sector	2	\$213.32	\$106.66		\$0.65					\$1.30
Interchange	MC World Elite Corp DR II Bus	1	\$19.31	\$19.31	2.21%	\$0.10					\$0.53
Interchange	MC World Elite Corp DR II Bus	2	\$555.06	\$277.53	2.42%	\$0.10					\$13.63
Interchange	MC Comm Data Rt II Flt NonFl	7	\$2,426.71	\$346.67	2.50%	\$0.10					\$61.37
Interchange	MC Business Enhanced Value DR II	1	\$449.59	\$449.59	2.32%	\$0.10					\$1.00
Interchange	MC Corp Data Rate II (US) Bus	1	\$141.99	\$141.99	2.20%	\$0.10					\$0.00
Interchange	MC Corp Data Rate II (US) Pur	1	\$1,029.42	\$1,029.42	2.10%	\$0.10					\$21.72
Interchange	MC World Card Public Sector	5	\$461.24	\$92.25		\$0.65					\$3.25
Interchange	MC Public Sector	2	\$278.99	\$139.50		\$0.65					\$1.30
Interchange	MC Reg Incent Frd Adj Pos (Debit)	7	\$610.16	\$87.17	0.05%	\$0.22					\$1.85

TOTAL MERCHANT FEES: \$601.09

Type	Description	Count	Fees	TOTAL
XBP	Credit Card Transactions	409	\$0.30	\$122.70
XBP	ACH Transactions	50	\$0.40	\$20.00
XBP	Online Banking Consolidations		\$0.20	\$0.00
XBP	Tech Support/Hosting Fee	1	\$50.00	\$50.00
XBP	Monthly Statement Fee	1	\$19.00	\$19.00

TOTAL INTELLIPAY FEES: \$211.70

TOTAL FEES FOR ONLINE PAYMENTS: \$812.79

MONTHLY SAVINGS: \$30.78

Processor Markups

Utility rate

Xpress Bill Pay

Gateway and Administrative Service Agreement

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

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

- 1.0 **Initial Term:** The Initial Term of this Agreement shall be thirty six (36) months from the date of this Agreement.
- 2.0 **Renewals:** This Agreement shall be automatically renewable for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term of this Agreement. If Customer is a political subdivision, the Parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 3.0 in any given fiscal year of Customer.
- 3.0 **Fees:** Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, and hosting Fees, and various transaction Fees as set forth in Exhibit A (collectively the "Fees"). Xpress reserves the right to change Fees at any time so long as Customer is provided no less than 30 days advance notice of a change.
- 4.0 **Payment of Fees:** Customer authorizes Xpress to initiate an electronic ACH debit entry from Customer's bank account provided in Exhibit B on or about the 5th of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the debit, or if the debit is rejected for any reason, Xpress will contact customer for resolution which will include resubmission up to 3 times. Customer agrees to pay any returned item fees assessed by Xpress' bank for any such return. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.
- 5.0 **Services Provided:** Xpress will provide Customer with an Electronic and Internet Payment System. Xpress has developed a web interface that can be used for payment of accounts using credit cards, or electronic funds transfers (EFT). Xpress has developed an application to facilitate the processing and deposit of Lockbox payments sent directly to Xpress on behalf of Customer's account holders (the "End Users"). Xpress has developed an application to receive and repair all data errors from customer initiated online banking payments, and delivers them to Customer in an electronic format. Xpress acts as a Payment Gateway and Third Party Processor for Customer's account holders to make payments. Xpress will provide the EFT and Lockbox services directly using their established banking relationships. Customer authorizes Xpress to endorse checks and other payment items on behalf of Customer for deposit into an Xpress deposit account, and deposit funds as necessary for the clearing of payments received for Customer. Xpress will facilitate the acquisition of the necessary Merchant Service accounts for credit card. Only Merchant Service accounts and electronic funds transfer accounts that are certified by Xpress may be used.
- 6.0 **Support Services and Service Levels:** Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 6:00 am to 5:00 pm (MST or MDT) for customers within the continental United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress Internet Payment System.

- 7.0 **Software or Hardware:** Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit A. Customer will use its own computers and agrees to have Internet services through an Internet Service Provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Internet Explorer 7 or Mozilla Fire Fox 10.0.
- 8.0 **Billing Information.** Customer warrants that it will provide Xpress with relevant Billing Information for End Users. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in Billing Information provided to Xpress.
- 9.0 **Record Keeping.** Customer agrees to keep full and accurate records of its utilization of Xpress services and of the transactions giving rise to Billing Information for at least three (3) years after the date of the relevant transaction. Customer understands that Xpress will be required to participate in certain audits in connection with the credit card and electronic funds transfer services provided by Xpress. Customer agrees to cooperate with Xpress in the performance of such audits, including providing information required in the course of such audits.
- 10.0 **Compliance.** Customer warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress's Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in **Exhibit C**. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Operating Rules of the National Automated Clearing House Association (NACHA).
- 11.0 **Termination.** This agreement may be terminated by either party upon not less than 30 days written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.
- 12.0 **Litigation/Attorney Fees:** The parties agree that any dispute between them requiring litigation—whether or not arising under this Agreement—shall only be commenced and determined within the State of Utah. Each party will be responsible for their own costs incurred for any litigation.
- 13.0 **General Provisions.** This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.
- 14.0 **Indemnification.** Xpress agrees to indemnify and hold the Customer, its officers, employees, representatives and agents harmless from any loss, claims, causes of action or demands, including attorneys' fees and costs of defense arising out of negligent or improper performance by Xpress of its obligations or work pursuant to this Agreement. Customer agrees to indemnify and hold Xpress, its officers, employees, representatives and agents harmless from any loss, claims, causes of action or demands, including attorneys' fees and costs of defense arising out of negligent or improper performance by Customer of its obligations or work pursuant to this Agreement.
- 15.0 **Immigration Laws:** Xpress shall comply with all applicable federal and state immigration laws that relate to its employees. A breach of this paragraph shall be deemed a material breach of this agreement that shall entitle Customer to terminate this Agreement. Customer may inspect Xpress' records to ensure compliance.

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

Accepted by:

Xpress Solutions Inc.

BY:  _____
(Authorized Signature)

Paul Grincer
(Print or Type Name)

TITLE: Operations Manager

DATE: 08/22/13

Accepted by:

City of Willcox

BY: _____
(Authorized Signature)

(Print or Type Name)

TITLE: _____

DATE: _____

EXHIBIT A

FEES

1. Initial Setup Configuration and Development (Non-Recurring)	\$1,000.00
Online Payment Module	
Auto Pay Module	
Card Swipe Module	
2. Support, Maintenance, Hosting (Monthly Recurring)	\$50.00
(\$0.015 per billing statement hosted. Minimum \$50.00)	minimum
3. Monthly Statement Fee	\$19.00
(Waived if you keep a \$25,000.00 minimum balance in your Xpress Deposit Account)	
4. Gateway Fees:	
Credit Card Processing (per transaction)	\$0.30
EFT Online Payments (per transaction)	\$0.40
EFT Returned Item	
(Invalid Account Number or Unable to Locate Account)	\$ 5.00
(NSF or Closed Account)	\$10.00
(Customer Stop Payment)	\$25.00
XBP Deposit Account Withdrawals	
(6 free per month then \$3.25)	
Bank Bill Pay (per transaction)	\$0.20
5. Training	\$500.00
	+ airfare/hotel
6. Credit Card Swipes (if needed)	\$75.00 per unit

EXHIBIT B
CUSTOMER ACCOUNT INFORMATION

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

Name on Account: _____

Account Number: _____

Routing Number: _____

Account Type: _____

Bank Name: _____

EXHIBIT C

ACCEPTABLE USE POLICY

Introduction

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

Purpose/Scope

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

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

Policy

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

1.1 Prohibited Actions

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

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates export control laws
- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this AUP or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this AUP.
- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.

- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "hacking" or "cracking"). This includes providing, or assisting in the provision of names, passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.
- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate policies or violate law. If a user is restricted or terminated from the Company's network, it is prohibited for a customer to make such services available to such user in an indirect manner.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company or any of the Company's clients or end-users by any means or device. This includes any deliberate or other attempt or activity to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Company's network or the network of a third-party;
- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company's network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.
- Using the Company's network in any manner which interferes with the use of the Company's network by other customers or authorized users.
- Utilize the Company's network in any manner that might subject the Company to unfavorable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion.
- Using the Company's network to host, access, promote or otherwise distribute any child pornography or obscenity.
- Causing or allowing the Company's network and/or the customer, its IP space or other elements of identification to be placed on so-called "SPAM Block Lists," "Spam Early Warning Systems," or other directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent upon each of the Company's Clients to monitor and modify their usage, and that of their users and customers, to insure compliance with this AUP generally, and also of this provision specifically.

1.2 Enforcement

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

1.3 Client Duties

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

1.4 Client Password Policy

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

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

1.5 Reports and Complaints

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

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

1.6 Digital Millennium Copyright Act

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

1.7 Handling Charges

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

ODFI ORIGINATOR AGREEMENT

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

RECITALS

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

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

AGREEMENT

1. Transmittal of Entries By Company.

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

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

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

2. Security Procedures.

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

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

3. Compliance With Security Procedures.

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

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

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

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

5. Processing, Transmittal And Settlement By Bank.

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Company Representations And Agreements; Indemnity.

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

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

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

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

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

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

- (i) the Entry was not transmitted to an account of a Receiver who did not receive prior notice of the check conversion or who opted out of check conversion;
- (ii) the source check was not presented for payment;
- (iii) the check used for the debit Entry is in proper form;
- (iv) the check has the necessary MICR line for an ARC Entry;
- (v) the check is for an amount no greater than \$25,000;
- (vi) the check is not a third-party check or a draft;
- (vii) the check has not been remotely created;
- (viii) the check has not been provided by a credit card or home equity line lender for purposes of accessing credit;
- (ix) the check is not drawn on an investment company;
- (x) the check is not an obligation of a financial institution (e.g. a travelers check, cashier's check, money order, etc.); and
- (xi) the check is not payable in a currency other than United States currency.

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

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

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

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

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

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

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

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

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

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

17. Notices, Instructions, Etc.

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

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

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

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

and, if to Company, addressed to:

City of Willcox
101 S Railroad Ave, Suite B
Willcox, AZ 85643
Attn: Ruth Graham

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

18. Data Retention.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bank of American Fork

City of Willcox_

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Additional Services Available

Check Conversion

Lock Box

Interactive Voice Response (IVR) Payment

800 Operator Assisted Payment

Online Utility Service Signup Module

Online Business License Payment Module

Online Court Payment Module

Online Citation Payment Module

Online Registrations

Online Recreation - XpressRec.com

Additional Equipment Available

Credit Card Swipe Terminal (per unit)

\$75.00

Check Conversion Scanners

Court Citation Scanner

**If you are interested in any of our additional services or equipment, please contact us for pricing.*

Setup Charges

<u>Qty</u>	<u>Description</u>	<u>Price</u>
1	Initial Setup, Configuration, and Development* Price includes: Online Payment, Auto Pay, and Card Swipe Modules. You will have the ability to accept the following payments: credit/debit cards, electronic funds transfers (EFTs), and bank bill pays. <i>*Retail Price is \$2,000.00 but we offer a 50% discount to Caselle customers that are switching from a different online payment provider.</i>	\$1,000.00
1	On-site Training (One Time Payment) Price includes: one 8 hour day of training. <i>NOTE: You shall pay the daily rate of \$500.00 as well as book hotel and reimburse roundtrip airfare. Typically only one 8 hour day of training is necessary.</i>	\$500.00 + airfare / hotel
TOTAL:		\$1,500.00 + airfare / hotel

City of Willcox

Ruth Graham
101 S Railroad Ave, Suite B, Willcox, AZ 85643

Prepared By: Jared Swinford

Date: August 21, 2013

Recurring Monthly Fees

<u>Qty</u>	<u>Description</u>	<u>Rate</u>
1	Gateway Services Processing Fees	
	Credit/Debit Card (per transaction)*	\$0.30
	EFT or eCheck Payment (per transaction)	\$0.40
	Online Banking Consolidation (per transaction)	\$0.20
	<i>*Merchant service fees from the card companies will be billed directly from the respective provider.</i>	
	EFT Returned Items (if applicable):	
	Invalid account or unable to locate account (per return)	\$5.00
	NSF, Account closed, or Account frozen (per return)	\$10.00
	Customer stop payment (per return)	\$25.00
1	Support, Maintenance and Hosting Fee	\$50.00
	Price includes: all end user and administration support via the Xpress Bill Pay toll-free 800 number, upgrades, hosting, and maintenance.	
1	Monthly Statement Fee	\$19.00
TOTAL:		Based upon activity

CITY VOLUNTEER FALL CLEAN UP DAY

Help make Willcox a cleaner, more attractive place to visit, and to live.

The City of Willcox is currently responsible for cleaning and maintaining two (2) Zones within the City limits. Our City Manager is enlisting the assistance of employees who would like to spend the morning of Friday, September 27, 2013 cleaning our zones. The cleaning of these areas will be during normal working hours and subject to your Supervisor and Director's approval.

Cleaning crews will be assigned to each zone and will begin cleaning at 8:00 a.m. Participation is not mandatory.

If you would like to assist the City in this endeavor, please contact Sherry at extension 4204 by Tuesday, September 24, 2013 at 4:00 p.m.



CLEAN UP DAY

Keep Willcox Beautiful 2013

The City of Willcox and the Willcox Chamber of Commerce and Agriculture are proud to announce that the Fall Clean up day will be on Saturday, September 28th beginning at 7:30 AM. The day will start in Railroad Park with a rousing welcome speech by Chamber Director, Alan Baker, followed by an all out assault on the trash and litter accumulated since last September's Fall Clean up!

Bags for the clean up will be available at Railroad Park from 7:30 AM until 9:00 AM and a dumpster will be located on the lot at the corner of Stewart Street & Railroad Avenue.

We encourage everyone to participate and assist us in making Willcox a cleaner, more attractive place to visit, and to live.



***For Additional Information, Contact the Willcox Chamber of Commerce
at 520-384-2272***