

THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 1ST DAY OF OCTOBER, 2015

CALL TO ORDER - Mayor Bob Irvin called the meeting to order at 5:45 p.m.

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

PRESENT

- Mayor Robert A. Irvin
- Vice Mayor Earl Goolsby
- Councilman Elwood A. Johnson
- Councilman Gerald W. Lindsey
- Councilman William "Bill" Nigh
- Councilman Timothy A. Bowlby
- Councilman Michael J. Laws

STAFF

- City Manager Ted Soltis
- City Clerk Virginia Mefford

PLEDGE OF ALLEGIANCE TO THE FLAG - Led by Mayor Irvin

DECLARATION ON CONFLICT OF INTEREST - None

ADOPTION OF THE AGENDA

MOTION: Councilmember Johnson made a motion to adopt the agenda as presented.

SECONDED: Councilmember Bowlby seconded the motion.

MOTION CARRIED

APPROVAL OF MINUTES OF THE REGULAR MEETING OF SEPTEMBER 17, 2015

MOTION: Councilmember Johnson made a motion to approve the minutes as presented.

SECONDED: Councilmember Bowlby seconded the motion.

MOTION CARRIED

WILLCOX WINE COUNTRY FESTIVAL REQUEST FOR WINE VENDOR LIQUOR LICENSE APPLICATION APPROVAL FOR OCTOBER 17TH & 18TH

MOTION: Councilmember Laws made a motion to approve the Willcox Wine Country Festival request for wine vendor liquor license application for October 17th & 18th.

SECONDED: Councilmember Johnson seconded the motion.

DISCUSSION: City Manager Soltis explained that Arizona Stronghold Vineyards, LLC was added as a late entry to the list of Willcox Wine Country Festival vendors.

MOTION CARRIED

ADJOURN

With no further business before the Mayor and Council, the meeting was adjourned at 5:46 p.m. by Mayor Irvin.

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the City Council of the City of Willcox held on the 1st day of October, 2015. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 1st day of October 2015

City Clerk Virginia Mefford, CMC

PASSED, APPROVED AND ADOPTED this 5th day of November, 2015.

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 1st DAY OF OCTOBER, 2015**

Mayor Robert A. Irvin

ATTEST:

City Clerk Virginia A. Mefford, CMC

Request for Council Action

Agenda Item: 8
Tab Number: 2

Meeting Date:
November 05, 2015

Action:
 Resolution
 Ordinance
 Other

Subject: Street closure
for Veterans Day Parade.

To: Mayor and City Council

From: Gary Adams, Streets Supervisor, Public Services and Works

Discussion: The Willcox Veterans Support Group is requesting a street closure for the Veterans Day Parade. The parade will start at Austin and Stewart, then proceed East down Stewart to Railroad Ave, South to Railroad Ave. and will end at Maley St.

The parade will be held on November 11, 2015 from 9:00 a.m. until 12:00 p.m. City crews will place all signage and barricades as well as tear down at the end of the parade.

Recommendation: Approve the street closure for the Veterans Day Parade.

Fiscal Impact: \$0.00

Submitted by: Gary Adams

Approved by: Paul Sacco

Street Closure Request Form

Name of Applicant

CONNIE DUNHAM

Date of Request

09-21-15

Address

3156 N. McALEB AVE.

Phone Number

520-507-1077

Event or Event Sponsor for Street Closure

WILCOX VETERANS SUPPORT GROUP

Date(s) Requested for Street Closure

11-11-15

Times for Street Closure

9:00 - 12:00

Street(s) to be closed - Beginning and ending points.

We would line up in front of Community Center. Come down Stewart Street, turn right onto Railroad Ave. Parade will end on corner of Railroad & Maly.

The applicant understands that a certificate of liability insurance for \$1,000,000 naming the City of Willcox as additionally insured must be supplied with this application in order for the request to be fully executed and processed. Additionally, the City of Willcox requests that all adjacent property owners be notified of the intent to close the street and offered an opportunity to make comments to the Mayor and City Council. Comments may be submitted to the City Clerk prior to the council meeting or may be stated in the public meeting.

CONNIE DUNHAM
Applicant Signature

10-7-15
Date

Kate & Linda
Received By

10/7/15
Date

PETITION TO CLOSE RAILROAD AVENUE

ON November 11, 2015
DATE

FROM 9:00 TO 12:00
START TIME END TIME

FOR THE PURPOSE OF Veterans Day Parade
EVENT

REX ALLEN MUSEUM, OK TO CLOSE Phyllis Brooks

WILLCOX HISTORIC THEATER, OK TO CLOSE Carol Jensen

RODNEY'S, OK TO CLOSE Bob C Brown

FLYING LEAP, OK TO CLOSE Patricia Jensen

OLD WEST MERCANTILE, OK TO CLOSE NA

FRIENDS OF MARTY ROBBINS, OK TO CLOSE Juanita Buckley

KEELING SCHAEFER, OK TO CLOSE Jan C Brown

GALLERY 91, OK TO CLOSE closed

BIG TX, OK TO CLOSE NA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/05/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 520.226.4944 888.908.4982 Huachuca Mountain Insurance Agency P.O. Box 2976 Sierra Vista, AZ 85636	CONTACT NAME: Wade Temple PHONE (A/C No. Ext): 520.226.4944 FAX (A/C No.): 888.908.4982 E-MAIL ADDRESS: huachucamt@gmail.com PRODUCER CUSTOMER ID #:
INSURED Willcox Chamber of Commerce & Agriculture 1500 Circle I Road Willcox, AZ 85643	INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	59SBRU2242	01/01/15	01/01/16	EACH OCCURRENCE \$ 2,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADV INJURY \$ 2,000,000.00 GENERAL AGGREGATE \$ 4,000,000.00 PRODUCTS - COMP/OP AGG \$ 4,000,000.00
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTH-FR E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 State of Arizona, ADOT and its departments, agencies, boards, commissions, universities, officers, officials, agents and employees shall be named as additional insureds with respect to liability arising out of activities performed by or on behalf of the permittee or contractor. Waiver of Subrogation applies.

CERTIFICATE HOLDER City of Willcox 101 S Railroad Ave. Suite B Willcox, AZ 85643	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Request for Council Action

Agenda Item: 9
Tab Number: 3

Meeting Date:
November 05, 2015

Action:
 Resolution
 Ordinance
 Other

Subject: Street closure
for Christmas Lighted
Parade.

To: Mayor and City Council

From: Gary Adams, Supervisor, Streets Public Services and Works

Discussion: The Willcox Chamber of Commerce is requesting a street closure on December 5, 2015 from 5:00 pm until 7:00 pm for the Christmas Lighted Parade. The parade will start at the intersection of Railroad Ave. and Stewart St. and will end at the intersection of Railroad Ave. and Maley St. City crews will place all signage and barricades as well as tear down at the end of the parade.

Recommendation: Approve the street closure for the Christmas Lighted Parade.

Fiscal Impact: \$0.00

Submitted by: *Gary Adams*

Approved by: *[Signature]*

Street Closure Request Form

Name of Applicant

Willcox Chamber of Commerce

Date of Request

5 March, 2015

Address

1500 N Circle St rd

Phone Number

520-384-2271

Event or Event Sponsor for Street Closure

Christmas Lighted Parade

Date(s) Requested for Street Closure

5 December, 2015

Times for Street Closure

5pm - 7pm

Street(s) to be closed - Beginning and ending points.

Railroad Ave, beginning at the intersection of Railroad and Stewart, ending at the intersection of Railroad and Meloy

The applicant understands that a certificate of liability insurance for \$1,000,000 naming the City of Willcox as additionally insured must be supplied with this application in order for the request to be fully executed and processed. Additionally, the City of Willcox requests that all adjacent property owners be notified of the intent to close the street and offered an opportunity to make comments to the Mayor and City Council. Comments may be submitted to the City Clerk prior to the council meeting or may be stated in the public meeting.


Applicant Signature

5 March, 2015
Date

Received By

Date

PETITION TO CLOSE RAILROAD AVENUE

ON 12/5/15
DATE

FROM 500 am TO 700 pm
START TIME END TIME

FOR THE PURPOSE OF Christmas Lighted Parade
EVENT

REX ALLEN MUSEUM, OK TO CLOSE Phyllis Brooks

WILLCOX HISTORIC THEATER, OK TO CLOSE See Attached e mail

RODNEY'S, OK TO CLOSE Rody & Co

FLYING LEAP, OK TO CLOSE Reunita Surace

OLD WEST MERCANTILE, OK TO CLOSE closed

FRIENDS OF MARTY ROBBINS, OK TO CLOSE Juanita Buckle

KEELING SCHAEFER, OK TO CLOSE Keeling Schaefer

GALLERY 94, OK TO CLOSE Chano Reyes

BIG TX, OK TO CLOSE N/A



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DATE (MM/DD/YYYY)
01/05/2015

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INSURED Willcox Chamber of Commerce & Agriculture 1500 Circle I Road Willcox, AZ 85643	<table border="1"> <tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr> <tr><td>INSURER A: The Hartford Casualty Insurance Company</td><td></td></tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Hartford Casualty Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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CITY OF WILLCOX
Request for Council Action

Agenda Item: 10
Tab Number: 4

Meeting Date:

November 5, 2105

Action:

Resolution
 Ordinance
 Other

Subject: Resolution 2015-28 -
Wilson Engineers, LLC
contract amendment

To: Mayor and City Council

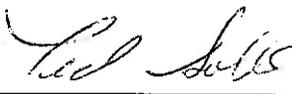
From: Ted Soltis, City Manager

Discussion: By Resolution 2012-86, the City signed an agreement with Wilson Engineers, LLC to provide engineering services for the design of the reconstruction of the City's wastewater treatment plant. The contracted services are complete. To receive reimbursement, USDA is requiring language modification to the original contract.

Recommendation: Approve Resolution 2015-28.

Fiscal Impact: \$0

Submitted by:


Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2015-28

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, ARIZONA, APPROVING AN AMENDMENT TO THE CONTRACT AWARDED TO WILSON ENGINEERS, LLC (“ENGINEER”) FOR DESIGN AND ENGINEERING SERVICES FOR RECONSTRUCTION OF THE 0.6 MGD WASTEWATER TREATMENT FACILITIES

WHEREAS, pursuant to authority of Title 9, Article 5, Arizona Revised Statutes, the City of Willcox, Arizona (“City”) operates a sewer system (the “System”); and,

WHEREAS, the Arizona Department of Environmental Quality has mandated a renovation of the City’s waste water treatment plant to meet State and Federal Environmental Protection Agency laws; and,

WHEREAS, the City required the services of a qualified engineering company to provide necessary engineering services for the reconstruction and improvement of the existing 0.6 million gallons per day waste water treatment facility.

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

SECTION 1: The Mayor and City Council approves the amendment to the Owner-Engineer Agreement (Resolution 2012-86), presented herein as Exhibit “A”.

SECTION 2: The Mayor is authorized and empowered to execute this Resolution.

SECTION 3: The City Manager is authorized and directed to take all action necessary and required to carry out the intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 5th day of November, 2015.

APPROVED/EXECUTED:

ROBERT A. IRVIN, Mayor

APPROVED AS TO FORM:

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

ANN P. ROBERTS, City Attorney

This is EXHIBIT K, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated November 5, 2012.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
AMENDMENT NO. 1**

The Effective Date of this Amendment is: November 5, 2015.

Background Data

Effective Date of Owner-Engineer Agreement: November 5, 2012

Owner: City of Willcox, Arizona

Engineer: Wilson Engineers, LLC

Project: WWTP Reconstruction Engineering Design And Permitting

Nature of Amendment:

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

The existing professional services agreement between the City of Willcox, Arizona and Wilson Engineers, LLC, is modified to include the terms provided in and attached to this AMENDMENT NO. 1.

Agreement Summary:

Original agreement amount:	\$ <u>829,870</u>
Net change for prior amendments:	\$ <u>0</u>
This amendment amount:	\$ <u>0</u>
Adjusted Agreement amount:	\$ <u>829,870</u>

Exhibit K – Amendment to Owner-Engineer Agreement.
EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

Change in time for services (days or date, as applicable): NA

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

City of Willcox, Arizona

Wilson Engineers, LLC

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

AMENDMENT NO. 1 –

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

ARTICLE 1 – Through ARTICLE 8

1. **DELETE** ARTICLE 1 Through ARTICLE 8 in its entirety and **REPLACE** with ARTICLE 1 through ARTICLE 8 from EJCDC E-500 Agreement Between Owner and Engineer for Professional Services (2014) as amended by RUS BULLETIN 1780-26 as applicable attached to this AMENDMENT NO. 1 in Appendix A.

EXHIBIT B – OWNER’S RESPONSIBILITIES

2. **DELETE** EXHIBIT B in its entirety and **REPLACE** with EXHIBIT B from EJCDC E-500 Agreement Between Owner and Engineer for Professional Services (2014) as amended by RUS BULLETIN 1780-26 as applicable attached to this AMENDMENT NO. 1 in Appendix B.

EXHIBIT H – DISPUTE RESOLUTION

3. **DELETE** EXHIBIT H in its entirety and **REPLACE** with EXHIBIT H from EJCDC E-500 Agreement Between Owner and Engineer for Professional Services (2014) as amended by RUS BULLETIN 1780-26 as applicable attached to this AMENDMENT NO. 1 in Appendix C.

EXHIBIT K – AMENDMENT TO OWNER-ENGINEER AGREEMENT

4. **ADD** EXHIBIT K from EJCDC E-500 Agreement Between Owner and Engineer for Professional Services (2014) as amended by RUS BULLETIN 1780-26 as applicable attached to this AMENDMENT NO. 1 in Appendix D.

APPENDIX A

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer’s services, (b) the Work, (c) the performance of any Constructor, or (d) Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are

delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. **Invoices must include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or

represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall may jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
- 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with

Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 Controlling Law

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~

- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations ~~and to the extent (if any) required in Exhibit I, "Limitations of Liability."~~
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both;

contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. *Agency*—The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.

B. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, ~~Duties, Responsibilities and Limitations of Authority of Resident Project Representative~~ not used.
- E. ~~Exhibit E, Notice of Acceptability of Work~~ not used.
- F. ~~Exhibit F, Construction Cost Limit~~ not used.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, ~~Limitations of Liability~~, not used.
- J. Exhibit J, ~~Special Provisions~~ not used.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Federal Requirements*

- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with “Restrictions on Lobbying” if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions,” to the Owner who will forward it the USDA, Rural Development processing office.

APPENDIX B

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [. . .].

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Exhibit A of the Agreement, as required.

APPENDIX C

This is **EXHIBIT H**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation:*** Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

APPENDIX D

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [____].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ___ Additional Services to be performed by Engineer
- ___ Modifications to services of Engineer
- ___ Modifications to responsibilities of Owner
- ___ Modifications of payment to Engineer
- ___ Modifications to time(s) for rendering services
- ___ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

CITY OF WILLCOX
Request for Council Action

Agenda Item: 11
Tab Number: 5

Meeting Date:
November 5, 2015

Action:
 Resolution
 Ordinance
 Other

Subject:
Financial Statements – 1st
Qtr. Fiscal Year 2015-2016
(Unaudited)

To: Mayor and City Council

From: Crystal Hadfield, Director of Financial Services

Discussion: Discussion:

The General Fund has experienced higher expenses than revenues for the first quarter. Several capital purchases have been expensed in the first quarter which accounts for some of why the General Fund is currently down. City Sales Taxes are slightly up from budgeted figures, therefore the General Fund should even out as the year progresses to a break-even or a positive figure.

HURF revenues and expenses are both under budget and revenues are currently higher than expenses. HURF bonds will have to be paid later in the year which should bring the HURF Fund to a break-even figure or even a positive figure.

Grant revenue and expenses are currently under budget. Grant revenue should increase as we anticipate funding from sources such as CDBG.

Debt service revenue is currently down. Expenses are higher than revenues as we had to pay bond obligations in the first quarter; however, the revenues will increase as we receive monies from the county in the form of property taxes. This fund is typically down until the third or fourth quarter in the year.

All of our Enterprise Funds are currently experiencing higher revenues than expenses with the exception of the Gas Fund. We are always operating a month behind, therefore there is a lag in revenues and also, as the weather gets cooler, we will experience higher gas revenues. The Water Fund has experienced higher than anticipated revenues which has created a slight surplus of funds which can be said for the Sewer and Refuse Funds as well.

Magistrate Court revenues are slightly higher than expenses which is typical for this fund.

The Fireman's Pension Fund has received higher revenue than expenses in the third quarter.

The Sewer Capital Fund remains unchanged this quarter with no new expenses or revenue to report.

In summary, expenses in the General Fund, Debt Service, and Gas Fund have exceeded revenues for the first quarter. Revenues have exceeded expenses in the HURF Fund, Grant Fund, Water, Sewer, and Refuse Funds, Magistrate Court, and Fireman's Pension Fund for the first quarter. Overall, revenues are very closely aligned with expenses and budgeted amounts for the first quarter of 2015/2016. We continue to closely monitor expenses and revenues in all funds and will continue to find ways to increase revenue and decrease expenses.

Submitted by:  _____

Approved by:  _____

1st Quarter Financials 2015/2016

Total Revenue vs. Expenses 1st Quarter 2015/2016

	Revenue	Expenses	Difference
General Fund	\$961,632.76	\$1,065,068.71	(\$103,435.95)
HURF	\$233,070.60	\$152,030.08	\$81,040.52
Grant	\$31,729.00	\$2,547.79	\$29,181.21
Debt Service	\$10,883.86	\$142,945.88	(\$132,062.02)
Gas	\$122,153.59	\$152,986.80	(\$30,833.21)
Water	\$180,207.23	\$134,261.23	\$45,946.00
Sewer	\$185,295.15	\$144,878.64	\$40,416.51
Refuse	\$164,078.89	\$112,088.95	\$51,989.94
Court	\$1,745.50	\$817.00	\$928.50
Fire Pension	\$2,079.12	\$600.00	\$1,479.12
Sewer Utility Capital Fund	\$0.00	\$0.00	\$0.00

Total Revenue vs. Expense Compared to Budget (Percentage) 1st Quarter 2015/2016

	Revenue	Expenses	Difference
General Fund	24.70%	27.30%	-2.60%
HURF	23.10%	15.40%	7.70%
Grant	3.90%	0.30%	3.60%
Debt Service	6.90%	90.10%	-83.20%
Gas	14.00%	17.60%	-3.60%
Water	27.20%	20.30%	6.90%
Sewer	12.90%	10.10%	2.80%
Refuse	25.00%	18.60%	6.40%
Court	14.00%	7.30%	6.70%
Fire Pension	18.20%	16.40%	1.80%
Sewer Utility Capital Fund	0.00%	0.00%	0.00%

CITY OF WILLCOX
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-10000 CITY SALES TAX-2%	376,188.43	376,188.43	1,451,254.00	1,075,065.57	25.9
10-31-30000 PRIMARY TAX LEVY	5,022.55	5,022.55	75,285.00	70,262.45	6.7
10-31-40000 LAW AGENCY TAX	290.13	290.13	1,528.00	1,237.87	19.0
10-31-50000 ROOM TAX	28,813.93	28,813.93	146,203.00	117,389.07	19.7
TOTAL TAXES	410,315.04	410,315.04	1,674,270.00	1,263,954.96	24.5
<u>LICENSES & PERMITS</u>					
10-32-10000 ELECTRICAL FRANCHISE	26,125.38	26,125.38	98,587.00	72,461.62	26.5
10-32-20000 CABLE FRANCHISE	4,366.63	4,366.63	27,838.00	23,471.37	15.7
10-32-30000 LIQUOR LICENSE	.00	.00	2,600.00	2,600.00	.0
10-32-35000 CITY UTILITY LICENSE	23,368.19	23,368.19	102,682.00	79,313.81	22.8
10-32-40000 REFUSE LICENSE	4,041.93	4,041.93	16,218.00	12,176.07	24.9
10-32-50000 DOG LICENSE	105.00	105.00	245.00	140.00	42.9
10-32-60000 BUILDING PERMIT	4,862.28	4,862.28	28,000.00	23,137.72	17.4
10-32-80000 BUSINESS LICENSE	437.00	437.00	7,360.00	6,923.00	5.9
TOTAL LICENSES & PERMITS	63,306.41	63,306.41	283,530.00	220,223.59	22.3
<u>INTERGOVERNMENTAL</u>					
10-33-10000 STATE SALES TAX	56,619.82	56,619.82	358,246.00	301,626.18	15.8
10-33-20000 AUTO LIEU TAX	36,467.16	36,467.16	168,840.00	132,372.84	21.6
10-33-30000 STATE REVENUE SHARING	113,085.57	113,085.57	452,342.00	339,256.43	25.0
TOTAL INTERGOVERNMENTAL	206,172.55	206,172.55	979,428.00	773,255.45	21.1
<u>NON-OPERATING</u>					
10-38-75200 GAS FUND	43,891.26	43,891.26	175,565.00	131,673.74	25.0
10-38-75300 WATER FUND	32,130.24	32,130.24	128,521.00	96,390.76	25.0
10-38-75400 SEWER FUND	37,029.51	37,029.51	148,118.00	111,088.49	25.0
10-38-75500 SOLID WASTE FUND	27,834.00	27,834.00	111,336.00	83,502.00	25.0
TOTAL NON-OPERATING	140,885.01	140,885.01	563,540.00	422,654.99	25.0

CITY OF WILLCOX
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OTHER INCOME</u>					
10-39-10100 GREENS FEES	14,852.00	14,852.00	30,052.00	15,200.00	49.4
10-39-10125 DRIVING RANGE FEES	1,940.00	1,940.00	3,620.00	1,680.00	53.6
10-39-10150 CART RENTALS	12,852.50	12,852.50	29,421.00	16,568.50	43.7
10-39-10175 MEMBERSHIP FEES	10,685.00	10,685.00	16,652.00	5,967.00	64.2
10-39-10200 PRO SHOP SALES	3,139.65	3,139.65	11,814.00	8,674.35	26.6
10-39-10210 COUPON & GIFT CERT REVENUE	1,856.50	1,856.50	3,057.00	1,200.50	60.7
10-39-10250 LIQUOR SALES	15,933.85	15,933.85	31,100.00	15,166.15	51.2
10-39-10260 FOOD & SODA SALES	6,037.00	6,037.00	11,716.00	5,679.00	51.5
10-39-10270 TOURNAMENT PLAY REVENUE	1,426.21	1,426.21	7,115.00	5,688.79	20.1
10-39-10280 EQUIPMENT RENTAL	281.00	281.00	422.00	141.00	66.8
10-39-20100 COURT FINES	929.62	929.62	3,664.00	2,734.38	25.4
10-39-20200 LIBRARY FINES	1,555.15	1,555.15	5,920.00	4,364.85	26.3
10-39-30000 CEMETERY	6,412.39	6,412.39	19,657.00	13,244.61	32.6
10-39-40000 REIMBURSEMENT	47,702.55	47,702.55	118,818.00	71,115.45	40.2
10-39-40500 QUAIL PARK REVENUE	200.00	200.00	1,900.00	1,700.00	10.5
10-39-60200 COMMUNITY CENTER	500.00	500.00	3,000.00	2,500.00	16.7
10-39-60300 UTILITY REIMBURSEMENT CITY FAC	900.00	900.00	5,400.00	4,500.00	16.7
10-39-90100 INTEREST INCOME	7,616.70	7,616.70	28,388.00	20,771.30	26.8
10-39-90200 SWIMMING POOL	3,533.45	3,533.45	12,368.00	8,834.55	28.6
10-39-90300 ANIMAL SHELTER IMPOUND FEES	1,240.00	1,240.00	2,547.00	1,307.00	48.7
10-39-91100 SALE OF CITY OWNED ASSETS	.00	.00	4,000.00	4,000.00	.0
10-39-91700 ANIMAL SHELTER - COUNTY	.00	.00	42,449.00	42,449.00	.0
10-39-99900 MISCELLANEOUS RECEIPTS	1,360.18	1,360.18	8,000.00	6,639.82	17.0
TOTAL OTHER INCOME	140,953.75	140,953.75	401,080.00	260,126.25	35.1
TOTAL FUND REVENUE	961,632.76	961,632.76	3,901,848.00	2,940,215.24	24.7

CITY OF WILLCOX
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-401-1101 SALARIES	47,269.61	47,269.61	175,573.00	128,303.39	26.9
10-401-1201 INDUSTRIAL INSURANCE	288.33	288.33	1,075.00	786.67	26.8
10-401-1202 MEDICAL INSURANCE	4,796.94	4,796.94	19,293.00	14,496.06	24.9
10-401-1203 FICA	3,349.27	3,349.27	13,431.00	10,081.73	24.9
10-401-1204 ARS	5,421.79	5,421.79	20,138.00	14,716.21	26.9
10-401-1205 UNEMPLOYMENT	.00	.00	143.00	143.00	.0
10-401-1207 LIFE INSURANCE	82.68	82.68	351.00	268.32	23.6
10-401-1208 HEALTH REIMB ALLOWANCE	997.47	997.47	3,113.00	2,115.53	32.0
10-401-1209 BENEFITS FEES	347.22	347.22	1,390.00	1,042.78	25.0
10-401-2101 OFFICE SUPPLIES	181.74	181.74	1,500.00	1,318.26	12.1
10-401-2402 TELEPHONE	2,055.96	2,055.96	13,000.00	10,944.04	15.8
10-401-2403 POSTAGE	317.13	317.13	2,000.00	1,682.87	15.9
10-401-2404 UTILITIES	1,946.61	1,946.61	10,200.00	8,253.39	19.1
10-401-2590 CONTRACT SERVICES	777.32	777.32	5,000.00	4,222.68	15.6
10-401-2601 FUEL AND OIL	35.25	35.25	500.00	464.75	7.1
10-401-2603 VEHICLE REPAIR/MAINTENANCE	45.41	45.41	500.00	454.59	9.1
10-401-2700 TRAVEL AND TRAINING	1,083.49	1,083.49	3,000.00	1,916.51	36.1
10-401-2804 SUBSCRIPTIONS/MEMBERSHIPS	920.00	920.00	1,050.00	130.00	87.6
10-401-2870 EQUIPMENT LEASES	.00	.00	140.00	140.00	.0
10-401-9201 GENERAL INSURANCE	3,049.91	3,049.91	6,098.00	3,048.09	50.0
10-401-9601 ADVERTISING	260.75	260.75	5,000.00	4,739.25	5.2
10-401-9690 MISC EXPENSE	.00	.00	751.00	751.00	.0
TOTAL ADMINISTRATION	73,226.88	73,226.88	283,246.00	210,019.12	25.9
<u>MAYOR & COUNCIL</u>					
10-402-1101 SALARIES	4,800.00	4,800.00	19,200.00	14,400.00	25.0
10-402-1201 INDUSTRIAL INSURANCE	29.28	29.28	118.00	88.72	24.8
10-402-1203 FICA	367.20	367.20	1,469.00	1,101.80	25.0
10-402-1205 UNEMPLOYMENT	3.33	3.33	131.00	127.67	2.5
10-402-2700 TRAVEL AND TRAINING	264.39	264.39	3,000.00	2,735.61	8.8
10-402-2804 SUBSCRIPTIONS/MEMBERSHIPS	7,751.00	7,751.00	7,783.00	32.00	99.6
10-402-9690 MISC EXPENSE	400.92	400.92	1,200.00	799.08	33.4
TOTAL MAYOR & COUNCIL	13,616.12	13,616.12	32,901.00	19,284.88	41.4
<u>COMMUNITY PROGRAMS</u>					
10-403-2404 UTILITIES	2,297.44	2,297.44	15,000.00	12,702.56	15.3
10-403-2805 CONTRACT WITH CHAMBER	10,157.17	10,157.17	65,791.00	55,633.83	15.4
10-403-2809 ECONOMIC DEVELOPMENT	71.79	71.79	5,000.00	4,928.21	1.4
10-403-2813 TOURISM AGREEMENT	2,403.75	2,403.75	9,616.00	7,212.25	25.0
10-403-9692 WASA RECREATION CONTRACT	3,000.00	3,000.00	12,000.00	9,000.00	25.0
10-403-9850 REPAIR AND DEMOLITION FUND	.00	.00	10,000.00	10,000.00	.0
TOTAL COMMUNITY PROGRAMS	17,930.15	17,930.15	117,407.00	99,476.85	15.3

CITY OF WILLCOX
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY ADMIN</u>					
10-421-1101 SALARIES	40,844.80	40,844.80	102,918.00	62,073.20	39.7
10-421-1105 OVERTIME	.00	.00	100.00	100.00	.0
10-421-1201 INDUSTRIAL INSURANCE	1,964.73	1,964.73	7,850.00	5,885.27	25.0
10-421-1202 MEDICAL INSURANCE	1,878.45	1,878.45	8,758.00	6,879.55	21.5
10-421-1203 FICA	3,025.97	3,025.97	7,881.00	4,855.03	38.4
10-421-1204 ARS	1,066.24	1,066.24	3,971.00	2,904.76	26.9
10-421-1205 UNEMPLOYMENT	.00	.00	95.00	95.00	.0
10-421-1206 PSPRS	9,661.85	9,661.85	38,483.00	28,821.15	25.1
10-421-1207 LIFE INSURANCE	53.57	53.57	334.00	280.43	16.0
10-421-1208 HEALTH REIMBURSEMENT ALLOWANCE	387.91	387.91	1,038.00	650.09	37.4
10-421-1209 BENEFITS FEES	144.96	144.96	542.00	387.04	28.8
10-421-2101 OFFICE SUPPLIES	1,153.82	1,153.82	6,000.00	4,846.18	19.2
10-421-2102 UNIFORMS	216.16	216.16	1,200.00	983.84	18.0
10-421-2115 EQUIPMENT REPAIR/MAINTENANCE	91.00	91.00	610.00	519.00	14.9
10-421-2116 SMALL EQUIPMENT PURCHASES	.00	.00	450.00	450.00	.0
10-421-2402 TELEPHONE	566.06	566.06	3,000.00	2,433.94	18.9
10-421-2403 POSTAGE	176.43	176.43	1,150.00	973.57	15.3
10-421-2404 UTILITIES	3,597.83	3,597.83	24,000.00	20,402.17	15.0
10-421-2590 CONTRACT SERVICES	502.50	502.50	3,835.00	3,332.50	13.1
10-421-2601 FUEL AND OIL	.00	.00	2,000.00	2,000.00	.0
10-421-2602 TIRES AND TUBES	.00	.00	600.00	600.00	.0
10-421-2603 VEHICLE REPAIR/MAINTENANCE	131.03	131.03	1,000.00	868.97	13.1
10-421-2700 TRAVEL AND TRAINING	381.48	381.48	2,200.00	1,818.52	17.3
10-421-2702 MANDATORY/CERTIFICATION	.00	.00	275.00	275.00	.0
10-421-2703 RECRUITMENT	790.00	790.00	1,000.00	210.00	79.0
10-421-2804 SUBSCRIPTIONS/MEMBERSHIPS	150.00	150.00	720.00	570.00	20.8
10-421-9201 GENERAL INSURANCE	15,322.32	15,322.32	20,733.00	5,410.68	73.9
10-421-9890 MISC EXPENSE	195.44	195.44	1,500.00	1,304.56	13.0
10-421-9901 CAPITAL PURCHASES	2,557.26	2,557.26	2,400.00	(157.26)	106.6
TOTAL PUBLIC SAFETY ADMIN	84,859.81	84,859.81	244,643.00	159,783.19	34.7

CITY OF WILLCOX
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY - COMMUNICATIONS</u>					
10-422-1101 SALARIES	43,951.65	43,951.65	163,253.00	119,301.35	26.9
10-422-1105 OVERTIME	1,584.54	1,584.54	10,000.00	8,415.46	15.9
10-422-1201 INDUSTRIAL INSURANCE	274.54	274.54	1,060.00	785.46	25.9
10-422-1202 MEDICAL INSURANCE	7,774.53	7,774.53	33,503.00	25,728.47	23.2
10-422-1203 FICA	3,340.97	3,340.97	13,254.00	9,913.03	25.2
10-422-1204 ARS	5,222.91	5,222.91	19,872.00	14,649.09	26.3
10-422-1205 UNEMPLOYMENT	.00	.00	286.00	286.00	.0
10-422-1207 LIFE INSURANCE	160.38	160.38	701.00	540.62	22.9
10-422-1208 HEALTH REIMBURSEMENT ALLOWANCE	1,662.45	1,662.45	6,226.00	4,563.55	26.7
10-422-1209 BENEFITS FEES	559.02	559.02	2,395.00	1,835.98	23.3
10-422-2102 UNIFORMS	650.26	650.26	1,000.00	349.74	65.0
10-422-2115 EQUIPMENT REPAIR/MAINTENANCE	.00	.00	500.00	500.00	.0
10-422-2116 SMALL EQUIPMENT PURCHASES	68.00	68.00	1,000.00	932.00	6.8
10-422-2402 TELEPHONE	1,672.88	1,672.88	5,400.00	3,727.12	31.0
10-422-2700 TRAVEL AND TRAINING	676.95	676.95	1,200.00	523.05	56.4
10-422-2702 MANDATORY/CERTIFICATION	.00	.00	100.00	100.00	.0
10-422-2801 MAINTENANCE CONTRACTS	1,990.03	1,990.03	10,500.00	8,509.97	19.0
10-422-2804 SUBSCRIPTIONS/MEMBERSHIPS	65.00	65.00	100.00	35.00	65.0
10-422-9901 CAPITAL PURCHASES	2,418.82	2,418.82	2,700.00	281.18	89.6
TOTAL PUBLIC SAFETY - COMMUNICATIONS	72,072.93	72,072.93	273,050.00	200,977.07	26.4
<u>PUBLIC SAFETY - ANIMAL SHELTER</u>					
10-424-1101 SALARIES	11,403.78	11,403.78	40,439.00	29,035.22	28.2
10-424-1105 OVERTIME	256.46	256.46	1,500.00	1,243.54	17.1
10-424-1201 INDUSTRIAL INSURANCE	664.40	664.40	2,406.00	1,741.60	27.6
10-424-1202 MEDICAL INSURANCE	3,844.11	3,844.11	15,466.00	11,621.89	24.9
10-424-1203 FICA	808.90	808.90	3,208.00	2,399.10	25.2
10-424-1204 ARS	1,337.44	1,337.44	4,442.00	3,104.56	30.1
10-424-1205 UNEMPLOYMENT	.00	.00	95.00	95.00	.0
10-424-1207 LIFE INSURANCE	58.44	58.44	234.00	175.56	25.0
10-424-1208 HEALTH REIMBURSEMENT ALLOWANCE	664.98	664.98	2,075.00	1,410.02	32.1
10-424-1209 BENEFITS FEES	211.74	211.74	926.00	714.26	22.9
10-424-2102 UNIFORMS	109.25	109.25	200.00	90.75	54.6
10-424-2106 FEED	1,038.52	1,038.52	5,000.00	3,961.48	20.8
10-424-2115 EQUIPMENT REPAIR/MAINTENANCE	83.95	83.95	500.00	416.05	16.8
10-424-2116 SMALL EQUIPMENT PURCHASES	.00	.00	1,400.00	1,400.00	.0
10-424-2190 VETERINARIAN SUPPLIES	589.23	589.23	2,000.00	1,410.77	29.5
10-424-2404 UTILITIES	403.92	403.92	9,800.00	9,396.08	4.1
10-424-2590 CONTRACT SERVICES	1,080.00	1,080.00	1,800.00	720.00	60.0
10-424-2601 FUEL AND OIL	532.00	532.00	3,000.00	2,468.00	17.7
10-424-2603 VEHICLE REPAIR/MAINTENANCE	1,763.44	1,763.44	250.00	(1,513.44)	705.4
10-424-2700 TRAVEL AND TRAINING	.00	.00	400.00	400.00	.0
10-424-9601 ADVERTISING	67.50	67.50	405.00	337.50	16.7
10-424-9690 MISC EXPENSE	433.09	433.09	800.00	366.91	54.1
TOTAL PUBLIC SAFETY - ANIMAL SHELTER	25,351.15	25,351.15	96,346.00	70,994.85	26.3

CITY OF WILLCOX
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY - PATROL</u>					
10-425-1101 SALARIES	76,053.86	76,053.86	298,736.00	222,682.14	25.5
10-425-1105 OVERTIME	15,583.83	15,583.83	25,000.00	9,416.17	62.3
10-425-1201 INDUSTRIAL INSURANCE	9,507.63	9,507.63	36,158.00	26,650.37	26.3
10-425-1202 MEDICAL INSURANCE	11,684.39	11,684.39	47,394.00	35,709.61	24.7
10-425-1203 FICA	6,684.63	6,684.63	24,766.00	18,081.37	27.0
10-425-1205 UNEMPLOYMENT	.00	.00	333.00	333.00	.0
10-425-1206 PSPRS	51,168.04	51,168.04	182,166.00	130,997.96	28.1
10-425-1207 LIFE INSURANCE	189.82	189.82	1,518.00	1,328.18	12.5
10-425-1208 HEALTH REIMBURSEMENT ALLOWANCE	2,216.60	2,216.60	7,264.00	5,047.40	30.5
10-425-1209 BENEFITS FEES	712.38	712.38	3,242.00	2,529.62	22.0
10-425-2102 UNIFORMS	626.54	626.54	5,000.00	4,373.46	12.5
10-425-2106 BULLET PROOF VEST	.00	.00	2,500.00	2,500.00	.0
10-425-2107 PHOTOGRAPHIC SUPPLIES	.00	.00	400.00	400.00	.0
10-425-2115 EQUIPMENT REPAIR/MAINTENANCE	17.39	17.39	500.00	482.61	3.5
10-425-2116 SMALL EQUIPMENT PURCHASES	.00	.00	2,000.00	2,000.00	.0
10-425-2601 FUEL AND OIL	3,512.79	3,512.79	12,500.00	8,987.21	28.1
10-425-2602 TIRES AND TUBES	.00	.00	2,000.00	2,000.00	.0
10-425-2603 VEHICLE REPAIR/MAINTENANCE	414.09	414.09	7,500.00	7,085.91	5.5
10-425-2700 TRAVEL AND TRAINING	275.50	275.50	4,500.00	4,224.50	6.1
10-425-9690 MISC EXPENSE	.00	.00	500.00	500.00	.0
10-425-9901 CAPITAL PURCHASES	1,278.63	1,278.63	1,200.00	(78.63)	106.6
TOTAL PUBLIC SAFETY - PATROL	179,926.12	179,926.12	665,177.00	485,250.88	27.1
<u>PUBLIC SAFETY - INVESTIGATIONS</u>					
10-426-1101 SALARIES	15,258.37	15,258.37	93,738.00	78,479.63	16.3
10-426-1105 OVERTIME	2,712.17	2,712.17	2,000.00	(712.17)	135.6
10-426-1201 INDUSTRIAL INSURANCE	1,906.35	1,906.35	10,144.00	8,237.65	18.8
10-426-1202 MEDICAL INSURANCE	2,706.21	2,706.21	14,516.00	11,809.79	18.6
10-426-1203 FICA	1,310.83	1,310.83	7,324.00	6,013.17	17.9
10-426-1205 UNEMPLOYMENT	.00	.00	131.00	131.00	.0
10-426-1206 PSPRS	10,212.03	10,212.03	50,946.00	40,733.97	20.0
10-426-1207 LIFE INSURANCE	43.83	43.83	434.00	390.17	10.1
10-426-1208 HEALTH REIMBURSEMENT ALLOWANCE	498.73	498.73	2,075.00	1,576.27	24.0
10-426-1209 BENEFITS FEES	163.74	163.74	926.00	762.26	17.7
10-426-2102 UNIFORMS	.00	.00	900.00	900.00	.0
10-426-2107 PHOTOGRAPHIC SUPPLIES	.00	.00	100.00	100.00	.0
10-426-2115 EQUIPMENT REPAIR/MAINTENANCE	.00	.00	300.00	300.00	.0
10-426-2116 SMALL EQUIPMENT PURCHASES	107.20	107.20	800.00	692.80	13.4
10-426-2190 FINGERPRINT SUPPLIES	.00	.00	400.00	400.00	.0
10-426-2601 FUEL AND OIL	585.14	585.14	4,500.00	3,914.86	13.0
10-426-2602 TIRES AND TUBES	6.30	6.30	500.00	493.70	1.3
10-426-2603 VEHICLE REPAIR/MAINTENANCE	247.72	247.72	1,000.00	752.28	24.8
10-426-2700 TRAVEL AND TRAINING	.00	.00	1,000.00	1,000.00	.0
10-426-9901 CAPITAL PURCHASES	2,557.28	2,557.28	50,400.00	47,842.72	5.1
TOTAL PUBLIC SAFETY - INVESTIGATIONS	38,315.90	38,315.90	242,134.00	203,818.10	15.8

CITY OF WILLCOX
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY - FIRE</u>					
10-427-1101 SALARIES	6,466.47	6,466.47	32,343.00	25,876.53	20.0
10-427-1201 INDUSTRIAL INSURANCE	146.49	146.49	2,883.00	2,736.51	5.1
10-427-1203 FICA	494.67	494.67	2,474.00	1,979.33	20.0
10-427-1204 ARS	.00	.00	1,617.00	1,617.00	.0
10-427-1205 UNEMPLOYMENT	4.06	4.06	220.00	215.94	1.9
10-427-1211 PENSION	323.16	323.16	1,412.00	1,088.84	22.9
10-427-2102 UNIFORMS	.00	.00	776.00	776.00	.0
10-427-2104 CLEANING & CHEMICAL	.00	.00	2,000.00	2,000.00	.0
10-427-2110 BUILDING MAINTENANCE	.00	.00	4,000.00	4,000.00	.0
10-427-2115 EQUIPMENT REPAIR/MAINTENANCE	(313.23)	(313.23)	4,000.00	4,313.23	(7.8)
10-427-2116 SMALL EQUIPMENT PURCHASES	113.87	113.87	4,000.00	3,886.13	2.9
10-427-2190 OTHER SUPPLIES AND MATERIALS	.00	.00	1,000.00	1,000.00	.0
10-427-2590 CONTRACT SERVICES	.00	.00	360.00	360.00	.0
10-427-2601 FUEL AND OIL	312.45	312.45	2,500.00	2,187.55	12.5
10-427-2602 TIRES AND TUBES	1,765.87	1,765.87	2,000.00	234.13	88.3
10-427-2603 VEHICLE REPAIR/MAINTENANCE	39.21	39.21	3,000.00	2,960.79	1.3
10-427-2700 TRAVEL AND TRAINING	191.01	191.01	1,500.00	1,308.99	12.7
10-427-2702 MANDATORY/CERTIFICATION	.00	.00	50.00	50.00	.0
10-427-2804 SUBSCRIPTIONS/MEMBERSHIPS	100.00	100.00	200.00	100.00	50.0
10-427-9201 GENERAL INSURANCE	3,172.26	3,172.26	6,345.00	3,172.74	50.0
10-427-9690 MISC EXPENSE	159.23	159.23	500.00	340.77	31.9
10-427-9901 CAPITAL PURCHASES	4,444.54	4,444.54	8,500.00	4,055.46	52.3
TOTAL PUBLIC SAFETY - FIRE	17,420.06	17,420.06	81,680.00	64,259.94	21.3

CITY OF WILLCOX
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
10-442-1101 SALARIES	35,036.15	35,036.15	129,748.00	94,711.85	27.0
10-442-1201 INDUSTRIAL INSURANCE	213.72	213.72	794.00	580.28	26.9
10-442-1202 MEDICAL INSURANCE	6,135.78	6,135.78	24,670.00	18,534.22	24.9
10-442-1203 FICA	2,574.21	2,574.21	9,926.00	7,351.79	25.9
10-442-1204 ARS	4,018.61	4,018.61	14,882.00	10,863.39	27.0
10-442-1205 UNEMPLOYMENT	.00	.00	190.00	190.00	.0
10-442-1207 LIFE INSURANCE	106.92	106.92	468.00	361.08	22.9
10-442-1208 HEALTH REIMBURSEMENT ALLOWANCE	1,219.13	1,219.13	4,151.00	2,931.87	29.4
10-442-1209 BENEFITS FEES	668.64	668.64	1,853.00	1,184.36	36.1
10-442-2101 OFFICE SUPPLIES	717.52	717.52	2,000.00	1,282.48	35.9
10-442-2116 SMALL EQUIPMENT PURCHASES	.00	.00	100.00	100.00	.0
10-442-2502 AUDITING FEES	.00	.00	22,300.00	22,300.00	.0
10-442-2590 CONTRACT SERVICES	7,991.63	7,991.63	16,000.00	8,008.37	50.0
10-442-2592 APS CONTRACT	1,658.33	1,658.33	10,000.00	8,341.67	16.6
10-442-2700 TRAVEL AND TRAINING	798.16	798.16	2,300.00	1,501.84	34.7
10-442-2705 EMPLOYEE EVENTS	.00	.00	3,000.00	3,000.00	.0
10-442-2801 MAINTENANCE CONTRACTS	3,515.98	3,515.98	14,600.00	11,084.02	24.1
10-442-2804 SUBSCRIPTIONS/MEMBERSHIPS	60.00	60.00	850.00	790.00	7.1
10-442-9601 ADVERTISING	.00	.00	1,600.00	1,600.00	.0
10-442-9650 BANK SERVICE CHARGES	2,940.87	2,940.87	12,000.00	9,059.13	24.5
10-442-9691 OVER/SHORT	(21.19)	(21.19)	75.00	96.19	(28.3)
10-442-9901 CAPITAL PURCHASES	1,271.99	1,271.99	2,500.00	1,228.01	50.9
TOTAL FINANCE	68,906.45	68,906.45	274,007.00	205,100.55	25.2
<u>LEGAL & COURTS</u>					
10-443-1201 INDUSTRIAL INSURANCE	78.61	78.61	509.00	430.39	15.4
10-443-1203 FICA	1,253.07	1,253.07	6,751.00	5,497.93	18.6
10-443-1204 ARS	1,878.73	1,878.73	6,978.00	5,099.27	26.9
10-443-1205 UNEMPLOYMENT	.00	.00	95.00	95.00	.0
10-443-1207 LIFE INSURANCE	24.24	24.24	117.00	92.76	20.7
10-443-2499 CITY ATTORNEY FEES	16,379.65	16,379.65	60,839.00	44,459.35	26.9
10-443-2593 MAGISTRATE-COCHISE CO CONTRACT	21,873.50	21,873.50	87,494.00	65,620.50	25.0
10-443-2595 MAGISTRATE JUDGE CONTRACT	7,411.08	7,411.08	27,415.00	20,003.92	27.0
10-443-2700 TRAVEL AND TRAINING	.00	.00	600.00	600.00	.0
TOTAL LEGAL & COURTS	48,898.88	48,898.88	190,798.00	141,899.12	25.6

CITY OF WILLCOX
EXPENDITURES WITH COMPARISON TO BUDGET
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LIBRARY</u>					
10-444-1101 SALARIES	37,027.73	37,027.73	138,275.00	101,247.27	26.8
10-444-1105 OVERTIME	88.55	88.55	.00	(88.55)	.0
10-444-1201 INDUSTRIAL INSURANCE	196.58	196.58	846.00	649.42	23.2
10-444-1202 MEDICAL INSURANCE	3,442.89	3,442.89	13,835.00	10,392.11	24.9
10-444-1203 FICA	2,705.90	2,705.90	10,578.00	7,872.10	25.6
10-444-1204 ARS	4,227.83	4,227.83	15,860.00	11,632.17	26.7
10-444-1205 UNEMPLOYMENT	2.89	2.89	238.00	235.11	1.2
10-444-1207 LIFE INSURANCE	87.66	87.66	351.00	263.34	25.0
10-444-1208 HEALTH REIMBURSEMENT ALLOWANCE	664.98	664.98	2,075.00	1,410.02	32.1
10-444-1209 BENEFITS FEES	251.28	251.28	826.00	674.72	27.1
10-444-2101 OFFICE SUPPLIES	20.29	20.29	3,000.00	2,979.71	.7
10-444-2109 LIBRARY MATERIAL	4,349.87	4,349.87	9,000.00	4,650.13	48.3
10-444-2110 BUILDING MAINTENANCE	.00	.00	1,500.00	1,500.00	.0
10-444-2112 REFERENCE MATERIALS	.00	.00	1,000.00	1,000.00	.0
10-444-2115 EQUIPMENT REPAIR/MAINTENANCE	22.08	22.08	500.00	477.92	4.4
10-444-2116 SMALL EQUIPMENT PURCHASES	.00	.00	750.00	750.00	.0
10-444-2190 OTHER SUPPLIES AND MATERIALS	100.21	100.21	250.00	149.79	40.1
10-444-2402 TELEPHONE	384.51	384.51	2,200.00	1,815.49	17.5
10-444-2403 POSTAGE	290.80	290.80	2,000.00	1,709.20	14.5
10-444-2404 UTILITIES	2,321.42	2,321.42	12,000.00	9,678.58	19.4
10-444-2700 TRAVEL AND TRAINING	8.00	8.00	300.00	292.00	2.7
10-444-2801 MAINTENANCE CONTRACTS	390.37	390.37	2,200.00	1,809.63	17.7
10-444-2804 SUBSCRIPTIONS/MEMBERSHIPS	307.31	307.31	2,280.00	1,972.69	13.5
10-444-2806 PROGRAMMING	31.07	31.07	1,800.00	1,768.93	1.7
10-444-9201 GENERAL INSURANCE	2,629.83	2,629.83	5,259.00	2,629.17	50.0
10-444-9690 MISC EXPENSE	1.09	1.09	300.00	298.91	.4
10-444-9809 BUILDING IMPROVEMENTS	.00	.00	500.00	500.00	.0
10-444-9901 CAPITAL PURCHASES	.00	.00	500.00	500.00	.0
TOTAL LIBRARY	59,553.14	59,553.14	228,323.00	168,769.86	26.1
<u>SWIMMING POOL</u>					
10-445-1101 SALARIES	23,918.93	23,918.93	46,334.00	22,415.07	51.6
10-445-1201 INDUSTRIAL INSURANCE	2,207.73	2,207.73	4,277.00	2,069.27	51.6
10-445-1203 FICA	1,829.72	1,829.72	3,545.00	1,715.28	51.6
10-445-1205 UNEMPLOYMENT	15.27	15.27	303.00	287.73	5.0
10-445-2104 CLEANING & CHEMICAL	9,217.43	9,217.43	15,000.00	5,782.57	61.5
10-445-2113 PIPE AND FITTINGS	.00	.00	250.00	250.00	.0
10-445-2115 EQUIPMENT REPAIR/MAINTENANCE	.00	.00	3,200.00	3,200.00	.0
10-445-2116 SMALL EQUIPMENT PURCHASES	768.52	768.52	3,200.00	2,431.48	24.0
10-445-2190 OTHER SUPPLIES AND MATERIALS	.00	.00	500.00	500.00	.0
10-445-2404 UTILITIES	8,813.36	8,813.36	38,000.00	29,186.64	23.2
10-445-2700 TRAVEL AND TRAINING	.00	.00	3,700.00	3,700.00	.0
10-445-2703 DRUG TESTING	.00	.00	605.00	605.00	.0
10-445-9201 GENERAL INSURANCE	2,645.57	2,645.57	5,291.00	2,645.43	50.0
TOTAL SWIMMING POOL	49,416.53	49,416.53	124,205.00	74,788.47	39.8

CITY OF WILLCOX
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS ADMINISTRATION</u>					
10-451-1101 SALARIES	11,520.53	11,520.53	20,946.00	9,425.47	55.0
10-451-1105 OVERTIME	.00	.00	1,000.00	1,000.00	.0
10-451-1201 INDUSTRIAL INSURANCE	211.96	211.96	747.00	535.04	28.4
10-451-1202 MEDICAL INSURANCE	1,879.14	1,879.14	2,115.00	235.86	88.9
10-451-1203 FICA	841.95	841.95	1,679.00	837.05	50.2
10-451-1204 ARS	1,321.39	1,321.39	2,517.00	1,195.61	52.5
10-451-1205 UNEMPLOYMENT	.00	.00	21.00	21.00	.0
10-451-1207 LIFE INSURANCE	35.07	35.07	53.00	17.93	66.2
10-451-1208 HEALTH REIMBURSEMENT ALLOWANCE	332.49	332.49	259.00	(73.49)	128.4
10-451-1209 BENEFITS FEES	115.74	115.74	116.00	.26	99.8
10-451-2101 OFFICE SUPPLIES	279.07	279.07	500.00	220.93	55.8
10-451-2102 UNIFORMS	.00	.00	150.00	150.00	.0
10-451-2115 EQUIPMENT REPAIR/MAINTENANCE	87.30	87.30	125.00	37.70	69.8
10-451-2402 TELEPHONE	702.51	702.51	8,000.00	7,297.49	8.8
10-451-2404 UTILITIES	2,131.01	2,131.01	14,000.00	11,868.99	15.2
10-451-2590 CONTRACT SERVICES	403.72	403.72	3,300.00	2,896.28	12.2
10-451-2601 FUEL AND OIL	97.70	97.70	1,800.00	1,702.30	5.4
10-451-2602 TIRES AND TUBES	.00	.00	600.00	600.00	.0
10-451-2603 VEHICLE REPAIR/MAINTENANCE	9.50	9.50	1,800.00	1,790.50	.5
10-451-2700 TRAVEL AND TRAINING	35.70	35.70	300.00	264.30	11.9
10-451-2870 EQUIPMENT LEASES	.00	.00	75.00	75.00	.0
10-451-9690 MISC EXPENSE	(29.43)	(29.43)	1,200.00	1,229.43	(2.5)
TOTAL PUBLIC WORKS ADMINISTRATION	19,975.35	19,975.35	61,303.00	41,327.65	32.6
<u>CEMETERY</u>					
10-455-1101 SALARIES	5,304.00	5,304.00	21,218.00	15,914.00	25.0
10-455-1105 OVERTIME	229.50	229.50	400.00	170.50	57.4
10-455-1201 INDUSTRIAL INSURANCE	450.06	450.06	2,685.00	2,234.94	16.8
10-455-1202 MEDICAL INSURANCE	1,804.14	1,804.14	7,258.00	5,453.86	24.9
10-455-1203 FICA	399.34	399.34	1,654.00	1,254.66	24.1
10-455-1204 ARS	634.72	634.72	2,480.00	1,845.28	25.6
10-455-1205 UNEMPLOYMENT	.28	.28	48.00	47.72	.6
10-455-1207 LIFE INSURANCE	24.24	24.24	117.00	92.76	20.7
10-455-1208 HEALTH REIMBURSEMENT ALLOWANCE	332.49	332.49	1,038.00	705.51	32.0
10-455-1209 BENEFITS FEES	96.00	96.00	483.00	367.00	20.7
10-455-2102 UNIFORMS	61.72	61.72	350.00	288.28	17.6
10-455-2113 PIPE AND FITTINGS	.00	.00	50.00	50.00	.0
10-455-2115 EQUIPMENT REPAIR/MAINTENANCE	.00	.00	50.00	50.00	.0
10-455-2116 SMALL EQUIPMENT PURCHASES	.00	.00	450.00	450.00	.0
10-455-2120 GROUNDS MAINTENANCE	.00	.00	350.00	350.00	.0
10-455-2404 UTILITIES	254.20	254.20	1,900.00	1,645.80	13.4
10-455-2602 TIRES AND TUBES	.00	.00	550.00	550.00	.0
10-455-2603 VEHICLE REPAIR/MAINTENANCE	.00	.00	500.00	500.00	.0
10-455-2802 FORT GRANT CONTRACT	382.57	382.57	2,500.00	2,117.43	15.3
10-455-9690 MISC EXPENSE	15.02	15.02	1,400.00	1,384.98	1.1
TOTAL CEMETERY	9,988.28	9,988.28	45,461.00	35,472.72	22.0

CITY OF WILLCOX
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS - VEHICLE MAINT.</u>					
10-456-1101 SALARIES	6,500.89	6,500.89	17,768.00	11,267.11	36.6
10-456-1105 OVERTIME	.00	.00	200.00	200.00	.0
10-456-1201 INDUSTRIAL INSURANCE	219.86	219.86	1,278.00	1,058.14	17.2
10-456-1202 MEDICAL INSURANCE	513.56	513.56	3,084.00	2,570.44	16.7
10-456-1203 FICA	488.27	488.27	1,375.00	886.73	35.5
10-456-1204 ARS	354.65	354.65	2,061.00	1,706.35	17.2
10-456-1205 UNEMPLOYMENT	.00	.00	24.00	24.00	.0
10-456-1207 LIFE INSURANCE	12.20	12.20	58.00	45.80	21.0
10-456-1208 HEALTH REIMBURSEMENT ALLOWANCE	83.13	83.13	519.00	435.87	16.0
10-456-1209 BENEFITS FEES	28.95	28.95	232.00	203.05	12.5
10-456-2102 UNIFORMS	523.01	523.01	2,000.00	1,476.99	26.2
10-456-2111 SHOP SUPPLIES	310.16	310.16	2,000.00	1,689.84	15.5
10-456-2115 EQUIPMENT REPAIR/MAINTENANCE	197.10	197.10	500.00	302.90	39.4
10-456-2116 SMALL EQUIPMENT PURCHASES	94.54	94.54	1,000.00	905.46	9.5
10-456-2601 FUEL AND OIL	433.83	433.83	500.00	66.17	86.8
10-456-2602 TIRES AND TUBES	.00	.00	100.00	100.00	.0
10-456-2603 VEHICLE REPAIR/MAINTENANCE	.00	.00	200.00	200.00	.0
10-456-2700 TRAVEL AND TRAINING	.00	.00	300.00	300.00	.0
10-456-9690 MISC EXPENSE	6.45	6.45	300.00	293.55	2.2
TOTAL PUBLIC WORKS - VEHICLE MAINT.	9,766.60	9,766.60	33,499.00	23,732.40	29.2
<u>PUBLIC WORKS BUILD. & GROUNDS</u>					
10-457-1101 SALARIES	7,666.68	7,666.68	28,403.00	20,736.32	27.0
10-457-1105 OVERTIME	225.39	225.39	500.00	274.61	45.1
10-457-1201 INDUSTRIAL INSURANCE	721.52	721.52	2,668.00	1,946.48	27.0
10-457-1202 MEDICAL INSURANCE	2,039.97	2,039.97	8,208.00	6,168.03	24.9
10-457-1203 FICA	551.34	551.34	2,211.00	1,659.66	24.9
10-457-1204 ARS	905.22	905.22	3,315.00	2,409.78	27.3
10-457-1205 UNEMPLOYMENT	.00	.00	48.00	48.00	.0
10-457-1207 LIFE INSURANCE	29.22	29.22	117.00	87.78	25.0
10-457-1208 HEALTH REIMBURSEMENT ALLOWANCE	332.49	332.49	1,038.00	705.51	32.0
10-457-1209 BENEFITS FEES	115.74	115.74	463.00	347.26	25.0
10-457-2102 UNIFORMS	.00	.00	825.00	825.00	.0
10-457-2104 CLEANING & CHEMICAL	1,345.03	1,345.03	9,000.00	7,654.97	14.9
10-457-2105 PEST CONTROL	.00	.00	100.00	100.00	.0
10-457-2110 BUILDING MAINTENANCE	2,281.80	2,281.80	14,000.00	11,718.20	16.3
10-457-2116 SMALL EQUIPMENT PURCHASES	3,154.10	3,154.10	5,000.00	1,845.90	63.1
10-457-2590 CONTRACT SERVICES	.00	.00	6,000.00	6,000.00	.0
10-457-2601 FUEL AND OIL	.00	.00	1,000.00	1,000.00	.0
10-457-2602 TIRES AND TUBES	.00	.00	500.00	500.00	.0
10-457-2603 VEHICLE REPAIR/MAINTENANCE	215.48	215.48	775.00	559.52	27.8
10-457-2802 FORT GRANT CONTRACT	382.64	382.64	2,100.00	1,717.36	18.2
10-457-9201 GENERAL INSURANCE	4,203.73	4,203.73	8,407.00	4,203.27	50.0
10-457-9690 MISC EXPENSE	587.90	587.90	2,500.00	1,912.10	23.5
TOTAL PUBLIC WORKS BUILD. & GROUNDS	24,758.25	24,758.25	97,178.00	72,419.75	25.5

CITY OF WILLCOX
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEVELOPMENT SERVICES</u>					
10-460-1101 SALARIES	18,860.80	18,860.80	70,054.00	51,193.20	26.9
10-460-1201 INDUSTRIAL INSURANCE	560.70	560.70	2,084.00	1,523.30	26.9
10-460-1202 MEDICAL INSURANCE	3,303.72	3,303.72	13,285.00	9,981.28	24.9
10-460-1203 FICA	1,406.48	1,406.48	5,359.00	3,952.52	26.3
10-460-1204 ARS	2,163.28	2,163.28	8,035.00	5,871.72	26.9
10-460-1205 UNEMPLOYMENT	.00	.00	95.00	95.00	.0
10-460-1207 LIFE INSURANCE	53.46	53.46	234.00	180.54	22.9
10-460-1208 HEALTH REIMBURSEMENT ALLOWANCE	664.98	664.98	2,075.00	1,410.02	32.1
10-460-1209 BENEFITS FEES	192.00	192.00	926.00	734.00	20.7
10-460-2101 OFFICE SUPPLIES	248.19	248.19	1,600.00	1,351.81	15.5
10-460-2116 SAFETY EQUIPMENT PURCHASES	.00	.00	1,400.00	1,400.00	.0
10-460-2190 OTHER SUPPLIES AND MATERIALS	51.88	51.88	600.00	548.12	8.7
10-460-2402 TELEPHONE	235.60	235.60	775.00	539.40	30.4
10-460-2403 POSTAGE	138.33	138.33	1,100.00	961.67	12.6
10-460-2404 UTILITIES	1,078.82	1,078.82	7,800.00	6,721.18	13.8
10-460-2590 CONTRACT SERVICES	124.47	124.47	10,000.00	9,875.53	1.2
10-460-2601 FUEL AND OIL	292.80	292.80	1,400.00	1,107.20	20.9
10-460-2603 VEHICLE REPAIR/MAINTENANCE	208.06	208.06	500.00	291.94	41.6
10-460-2700 TRAVEL AND TRAINING	.00	.00	800.00	800.00	.0
10-460-2702 MANDATORY CERTIFICATION	.00	.00	100.00	100.00	.0
10-460-9690 MISC EXPENSE	.00	.00	525.00	525.00	.0
10-460-9870 ABATEMENT EXPENSE	32.71	32.71	125.00	92.29	26.2
TOTAL DEVELOPMENT SERVICES	29,616.28	29,616.28	128,872.00	99,255.72	23.0

CITY OF WILLCOX
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS - PARKS</u>					
10-462-1101 SALARIES	17,128.67	17,128.67	65,803.00	48,674.33	26.0
10-462-1105 OVERTIME	114.76	114.76	250.00	135.24	45.9
10-462-1201 INDUSTRIAL INSURANCE	1,360.94	1,360.94	5,221.00	3,860.06	26.1
10-462-1202 MEDICAL INSURANCE	4,295.20	4,295.20	17,412.00	13,116.80	24.7
10-462-1203 FICA	1,299.10	1,299.10	5,053.00	3,753.90	25.7
10-462-1204 ARS	1,977.85	1,977.85	7,576.00	5,598.15	26.1
10-462-1205 UNEMPLOYMENT	.00	.00	143.00	143.00	.0
10-462-1207 LIFE INSURANCE	77.70	77.70	351.00	273.30	22.1
10-462-1208 HEALTH REIMBURSEMENT ALLOWANCE	997.47	997.47	3,113.00	2,115.53	32.0
10-462-1209 BENEFITS FEES	327.48	327.48	1,390.00	1,062.52	23.6
10-462-2102 UNIFORMS	228.61	228.61	1,900.00	1,671.39	12.0
10-462-2103 AGRICULTURAL	6.54	6.54	4,500.00	4,493.46	.2
10-462-2104 CLEANING & CHEMICAL	3,943.67	3,943.67	7,000.00	3,056.33	56.3
10-462-2105 PEST CONTROL	.00	.00	600.00	600.00	.0
10-462-2110 BUILDING MAINTENANCE	33.60	33.60	500.00	466.40	6.7
10-462-2113 PIPE AND FITTINGS	3.24	3.24	2,200.00	2,196.76	.2
10-462-2115 EQUIPMENT REPAIR/MAINTENANCE	3,111.71	3,111.71	4,300.00	1,188.29	72.4
10-462-2116 SMALL EQUIPMENT PURCHASES	580.79	580.79	11,000.00	10,419.21	5.3
10-462-2120 PARK MAINTENANCE	80.75	80.75	10,000.00	9,919.25	.8
10-462-2190 OTHER SUPPLIES AND MATERIALS	1,499.48	1,499.48	4,557.00	3,057.52	32.9
10-462-2402 TELEPHONE	20.05	20.05	54.00	33.95	37.1
10-462-2404 UTILITIES	24,719.78	24,719.78	90,729.00	66,009.22	27.3
10-462-2405 CELL PHONE/PAGING SERVICES	386.13	386.13	2,250.00	1,863.87	17.2
10-462-2590 CONTRACT SERVICES	146.85	146.85	1,000.00	853.15	14.7
10-462-2601 FUEL AND OIL	1,753.04	1,753.04	8,500.00	6,746.96	20.6
10-462-2602 TIRES AND TUBES	.00	.00	1,000.00	1,000.00	.0
10-462-2603 VEHICLE REPAIR/MAINTENANCE	818.51	818.51	5,000.00	4,181.49	16.4
10-462-2700 TRAVEL AND TRAINING	206.21	206.21	703.00	496.79	29.3
10-462-2802 FORT GRANT CONTRACT	382.56	382.56	2,400.00	2,017.44	15.9
10-462-9201 GENERAL INSURANCE	10,413.82	10,413.82	20,826.00	10,412.18	50.0
10-462-9690 MISC EXPENSE	821.25	821.25	2,000.00	1,178.75	41.1
10-462-9734 TRANSFER OUT	.00	.00	4,100.00	4,100.00	.0
10-462-9901 CAPITAL PURCHASES	9,956.73	9,956.73	12,000.00	2,043.27	83.0
TOTAL PUBLIC WORKS - PARKS	86,692.49	86,692.49	303,431.00	216,738.51	28.6

CITY OF WILLCOX
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GOLF COURSE</u>					
10-463-1101 SALARIES	20,689.66	20,689.66	74,732.00	54,042.34	27.7
10-463-1105 OVERTIME	.00	.00	1,300.00	1,300.00	.0
10-463-1201 INDUSTRIAL INSURANCE	1,054.50	1,054.50	3,878.00	2,823.50	27.2
10-463-1202 MEDICAL INSURANCE	750.00	750.00	3,000.00	2,250.00	25.0
10-463-1203 FICA	1,573.21	1,573.21	5,816.00	4,242.79	27.1
10-463-1204 ARS	1,308.51	1,308.51	5,016.00	3,707.49	26.1
10-463-1205 UNEMPLOYMENT	4.95	4.95	286.00	281.05	1.7
10-463-1207 LIFE INSURANCE	58.44	58.44	234.00	175.56	25.0
10-463-1209 BENEFITS FEES	39.60	39.60	79.00	39.40	50.1
10-463-2101 LIQUOR LIABILITY INSURANCE	.00	.00	1,450.00	1,450.00	.0
10-463-2102 UNIFORMS	129.23	129.23	775.00	645.77	16.7
10-463-2103 AGRICULTURAL	11,295.74	11,295.74	16,200.00	4,904.26	69.7
10-463-2104 CLEANING & CHEMICAL	495.11	495.11	1,000.00	504.89	49.5
10-463-2105 PEST CONTROL	426.54	426.54	375.00	(51.54)	113.7
10-463-2113 PIPE AND FITTINGS	2,761.55	2,761.55	5,000.00	2,238.45	55.2
10-463-2115 EQUIPMENT REPAIR/MAINTENANCE	3,730.54	3,730.54	4,500.00	769.46	82.9
10-463-2190 OTHER SUPPLIES AND MATERIALS	3,129.28	3,129.28	2,000.00	(1,129.28)	156.5
10-463-2402 TELEPHONE/INTERNET	961.57	961.57	3,350.00	2,388.43	28.7
10-463-2404 UTILITIES	2,177.82	2,177.82	8,750.00	6,572.18	24.9
10-463-2590 CONTRACT SERVICES	2,048.50	2,048.50	4,500.00	2,451.50	45.5
10-463-2601 FUEL AND OIL	701.49	701.49	2,500.00	1,798.51	28.1
10-463-2602 TIRES AND TUBES	509.95	509.95	700.00	190.05	72.9
10-463-2603 VEHICLE REPAIR & MAINTENANCE	12,650.79	12,650.79	12,000.00	(650.79)	105.4
10-463-2700 TRAVEL & TRAINING	.00	.00	450.00	450.00	.0
10-463-2703 DRUG TESTING	.00	.00	450.00	450.00	.0
10-463-2802 FORT GRANT CONTRACT	382.58	382.58	2,500.00	2,117.42	15.3
10-463-9301 LIQUOR PURCHASES	5,968.45	5,968.45	14,000.00	8,031.55	42.6
10-463-9401 FOOD & BEVERAGE PURCHASES	2,969.54	2,969.54	9,096.00	6,126.46	32.7
10-463-9501 PRO SHOP MERCHANDISE	2,948.53	2,948.53	9,000.00	6,051.47	32.8
10-463-9601 ADVERTISING	108.02	108.02	1,000.00	891.98	10.8
10-463-9690 MISC EXPENSE	1,539.48	1,539.48	4,000.00	2,460.52	38.5
10-463-9691 OVER/SHORT - GOLF COURSE	.00	.00	250.00	250.00	.0
10-463-9901 CAPITAL PURCHASES	54,363.76	54,363.76	30,000.00	(24,363.76)	181.2
TOTAL GOLF COURSE	134,777.34	134,777.34	228,187.00	93,409.66	59.1
<u>CONTINGENCY</u>					
10-902-9603 GENERAL FUND CONTINGENCY	.00	.00	150,000.00	150,000.00	.0
TOTAL CONTINGENCY	.00	.00	150,000.00	150,000.00	.0
TOTAL FUND EXPENDITURES	1,065,068.71	1,065,068.71	3,901,848.00	2,836,779.29	27.3
NET REVENUE OVER EXPENDITURES	(103,435.95)	(103,435.95)	.00	103,435.95	.0

CITY OF WILLCOX
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

HIGHWAY USERS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>INTERGOVERNMENTAL</u>					
15-33-70000 HIGHWAY USER REVENUE	43,286.80	43,286.80	288,316.00	245,029.20	15.0
TOTAL INTERGOVERNMENTAL	43,286.80	43,286.80	288,316.00	245,029.20	15.0
<u>OTHER REVENUES</u>					
15-39-71100 CITY SALES TAX - 1%	188,094.19	188,094.19	714,797.00	526,702.81	26.3
15-39-90100 INTEREST INCOME	1,689.61	1,689.61	5,700.00	4,010.39	29.6
TOTAL OTHER REVENUES	189,783.80	189,783.80	720,497.00	530,713.20	26.3
TOTAL FUND REVENUE	233,070.60	233,070.60	1,008,813.00	775,742.40	23.1

CITY OF WILLCOX
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

HIGHWAY USERS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
15-451-1101 SALARIES	45,086.54	45,086.54	175,798.00	130,711.46	25.7
15-451-1105 OVERTIME	64.26	64.26	2,500.00	2,435.74	2.6
15-451-1201 INDUSTRIAL INSURANCE	8,174.95	8,174.95	37,679.00	29,504.05	21.7
15-451-1202 MEDICAL INSURANCE	8,800.59	8,800.59	35,628.00	26,827.41	24.7
15-451-1203 FICA	3,341.71	3,341.71	13,640.00	10,298.29	24.5
15-451-1204 ARS	5,178.87	5,178.87	20,451.00	15,272.13	25.3
15-451-1205 UNEMPLOYMENT	2.75	2.75	295.00	292.25	.9
15-451-1207 LIFE INSURANCE	166.45	166.45	725.00	558.55	23.0
15-451-1208 HEALTH REIMBURSEMENT ALLOWANCE	1,551.62	1,551.62	5,189.00	3,637.38	29.9
15-451-1209 BENEFITS FEES	546.76	546.76	2,395.00	1,848.24	22.8
TOTAL PERSONNEL	72,914.50	72,914.50	294,300.00	221,385.50	24.8
<u>OPERATING EXPENSES</u>					
15-452-2102 UNIFORMS	264.29	264.29	2,600.00	2,335.71	10.2
15-452-2115 EQUIPMENT REPAIR/MAINTENANCE	2,158.88	2,158.88	15,000.00	12,841.12	14.4
15-452-2116 SMALL EQUIPMENT PURCHASES	711.31	711.31	6,000.00	5,288.69	11.9
15-452-2117 STREET PRESERVATION	30,597.78	30,597.78	130,000.00	99,402.22	23.5
15-452-2120 STREET PATCHING	7,607.65	7,607.65	40,000.00	32,392.35	19.0
15-452-2125 STREET SIGN MAINTENANCE	631.96	631.96	10,000.00	9,368.04	6.3
15-452-2190 OTHER SUPPLIES AND MATERIALS	2,591.71	2,591.71	3,000.00	408.29	86.4
15-452-2402 TELEPHONE	778.60	778.60	1,600.00	821.40	48.7
15-452-2404 UTILITIES	11,851.63	11,851.63	72,000.00	60,148.37	16.5
15-452-2590 CONTRACT SERVICES	.00	.00	1,800.00	1,800.00	.0
15-452-2601 FUEL AND OIL	1,863.66	1,863.66	20,000.00	18,136.34	9.3
15-452-2602 TIRES AND TUBES	2,191.25	2,191.25	3,000.00	808.75	73.0
15-452-2603 VEHICLE REPAIR/MAINTENANCE	88.45	88.45	8,000.00	7,911.55	1.1
15-452-2700 TRAVEL AND TRAINING	138.75	138.75	300.00	161.25	46.3
15-452-2801 MAINTENANCE CONTRACTS	.00	.00	1,500.00	1,500.00	.0
15-452-2802 FORT GRANT CONTRACT	382.61	382.61	2,400.00	2,017.39	15.9
15-452-9201 GENERAL INSURANCE	7,978.40	7,978.40	15,834.00	7,855.60	50.4
15-452-9603 CONTINGENCY	.00	.00	25,000.00	25,000.00	.0
15-452-9690 MISC EXPENSE	405.36	405.36	2,000.00	1,594.64	20.3
TOTAL OPERATING EXPENSES	70,242.29	70,242.29	360,034.00	289,791.71	19.5
<u>TRANSFERS</u>					
15-453-9897 PRINCIPAL	.00	.00	235,000.00	235,000.00	.0
15-453-9898 INTEREST AND FISCAL CHARGES	8,873.29	8,873.29	74,614.00	65,740.71	11.9
TOTAL TRANSFERS	8,873.29	8,873.29	309,614.00	300,740.71	2.9

CITY OF WILLCOX
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

HIGHWAY USERS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL</u>					
15-459-9901 CAPITAL PURCHASES	.00	.00	24,000.00	24,000.00	.0
TOTAL CAPITAL	.00	.00	24,000.00	24,000.00	.0
 TOTAL FUND EXPENDITURES	 152,030.08	 152,030.08	 987,948.00	 835,917.92	 15.4
 NET REVENUE OVER EXPENDITURES	 81,040.52	 81,040.52	 20,865.00	 (60,175.52)	 388.4

CITY OF WILLCOX
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

SPECIAL REVENUE GRANTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GRANT REVENUE</u>					
16-33-40110 VICTIM RIGHTS	.00	.00	1,010.00	1,010.00	.0
16-33-40243 CDBG	.00	.00	214,600.00	214,600.00	.0
16-33-40935 LIBRARY GRANT-LSTA	6,710.00	6,710.00	.00	(6,710.00)	.0
16-33-40942 FILL THE GAP - MAGISTRATE	19.00	19.00	125.00	106.00	15.2
16-33-40956 FIRE DEPARTMENT	25,000.00	25,000.00	500,000.00	475,000.00	5.0
16-33-40963 CONTINGENCY	.00	.00	100,000.00	100,000.00	.0
TOTAL GRANT REVENUE	31,729.00	31,729.00	815,735.00	784,006.00	3.9
TOTAL FUND REVENUE	31,729.00	31,729.00	815,735.00	784,006.00	3.9

CITY OF WILLCOX
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

SPECIAL REVENUE GRANTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RESERVE FUND</u>					
16-474-9690 MISC EXPENSE	1,661.66	1,661.66	.00	(1,661.66)	.0
16-474-9841 VICTIM RIGHTS	465.13	465.13	1,010.00	544.87	46.1
16-474-9854 CDBG	.00	.00	214,600.00	214,600.00	.0
16-474-9867 LIBRARY--LSTA	402.00	402.00	.00	(402.00)	.0
16-474-9942 FILL THE GAP EXPENDITURES	19.00	19.00	125.00	106.00	15.2
16-474-9956 FIRE DEPARTMENT	.00	.00	500,000.00	500,000.00	.0
16-474-9963 CONTINGENCY	.00	.00	100,000.00	100,000.00	.0
 TOTAL RESERVE FUND	 2,547.79	 2,547.79	 815,735.00	 813,187.21	 .3
 TOTAL FUND EXPENDITURES	 2,547.79	 2,547.79	 815,735.00	 813,187.21	 .3
 NET REVENUE OVER EXPENDITURES	 29,181.21	 29,181.21	 .00	 (29,181.21)	 .0

CITY OF WILLCOX
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

DEBT SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAXES</u>						
20-31-61000	SECONDARY TAX LEVY - GO BONDS	10,883.86	10,883.86	158,624.00	147,740.14	6.9
	TOTAL TAXES	10,883.86	10,883.86	158,624.00	147,740.14	6.9
	TOTAL FUND REVENUE	10,883.86	10,883.86	158,624.00	147,740.14	6.9

CITY OF WILLCOX
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICE</u>					
20-406-9612 ALLOWANCE--UNCOLLECTIBLE TAX	.00	.00	3,900.00	3,900.00	.0
20-406-9897 PRINCIPAL	130,000.00	130,000.00	130,000.00	.00	100.0
20-406-9898 INTEREST & FEES (DEBT SERVICE)	12,945.88	12,945.88	24,724.00	11,778.12	52.4
TOTAL DEBT SERVICE	142,945.88	142,945.88	158,624.00	15,678.12	90.1
TOTAL FUND EXPENDITURES	142,945.88	142,945.88	158,624.00	15,678.12	90.1
NET REVENUE OVER EXPENDITURES	(132,062.02)	(132,062.02)	.00	132,062.02	.0

CITY OF WILLCOX
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

CAPITAL IMPROVEMENTS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>						
21-39-90100	INTEREST INCOME	3.21	3.21	.00	(3.21)	.0
	TOTAL REVENUE	3.21	3.21	.00	(3.21)	.0
	TOTAL FUND REVENUE	3.21	3.21	.00	(3.21)	.0
	NET REVENUE OVER EXPENDITURES	3.21	3.21	.00	(3.21)	.0

CITY OF WILLCOX
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

REPAIR AND DEMOLITION FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>TRANSFERS IN</u>						
22-38-71800	REPAIR AND DEMOLITION	.00	.00	10,000.00	10,000.00	.0
TOTAL TRANSFERS IN		.00	.00	10,000.00	10,000.00	.0
TOTAL FUND REVENUE		.00	.00	10,000.00	10,000.00	.0

CITY OF WILLCOX
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

REPAIR AND DEMOLITION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENSES</u>					
22-447-1800 REPAIR AND DEMOLITION	.00	.00	10,000.00	10,000.00	.0
TOTAL EXPENSES	.00	.00	10,000.00	10,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	10,000.00	10,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

CITY OF WILLCOX
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

GAS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
50-34-10100 GAS	115,050.27	115,050.27	766,497.00	651,446.73	15.0
50-34-90200 PENALTY	869.82	869.82	6,600.00	5,730.18	13.2
50-34-90300 CONNECTIONS	868.60	868.60	6,400.00	5,531.40	13.6
TOTAL OPERATING	116,788.69	116,788.69	779,497.00	662,708.31	15.0
<u>OTHER</u>					
50-37-90100 INTEREST	3,379.20	3,379.20	10,000.00	6,620.80	33.8
50-37-93500 MUNIGAS DISCOUNT	1,985.70	1,985.70	22,747.00	20,761.30	8.7
50-37-95000 MISCELLANEOUS RECEIPTS	.00	.00	1,756.00	1,756.00	.0
TOTAL OTHER	5,364.90	5,364.90	34,503.00	29,138.10	15.6
<u>APPROPRIATIONS</u>					
50-39-99800 FUND BALANCE	.00	.00	55,910.00	55,910.00	.0
TOTAL APPROPRIATIONS	.00	.00	55,910.00	55,910.00	.0
TOTAL FUND REVENUE	122,153.59	122,153.59	869,910.00	747,756.41	14.0

CITY OF WILLCOX
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

GAS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COST OF GOODS SOLD</u>					
50-450-1050 GAS PURCHASES	10,248.21	10,248.21	274,056.00	263,807.79	3.7
TOTAL COST OF GOODS SOLD	10,248.21	10,248.21	274,056.00	263,807.79	3.7
<u>PERSONNEL</u>					
50-451-1101 SALARIES	36,159.10	36,159.10	124,616.00	88,456.90	29.0
50-451-1105 OVERTIME	1,215.72	1,215.72	5,000.00	3,784.28	24.3
50-451-1201 INDUSTRIAL INSURANCE	2,285.42	2,285.42	8,075.00	5,789.58	28.3
50-451-1202 MEDICAL INSURANCE	6,000.98	6,000.98	26,973.00	20,972.02	22.3
50-451-1203 FICA	2,750.96	2,750.96	9,916.00	7,185.04	27.7
50-451-1204 ARS	3,844.36	3,844.36	14,867.00	11,022.64	25.9
50-451-1205 UNEMPLOYMENT	.00	.00	188.00	188.00	.0
50-451-1207 LIFE INSURANCE	100.76	100.76	462.00	361.24	21.8
50-451-1208 HEALTH REIMBURSEMENT ALLOWANCE	1,080.60	1,080.60	3,113.00	2,032.40	34.7
50-451-1209 BENEFITS FEES	349.87	349.87	1,390.00	1,040.13	25.2
TOTAL PERSONNEL	53,787.77	53,787.77	194,600.00	140,812.23	27.6
<u>OPERATING EXPENSES</u>					
50-452-2102 UNIFORMS	150.68	150.68	1,500.00	1,349.32	10.1
50-452-2111 SHOP SUPPLIES	177.93	177.93	2,000.00	1,822.07	8.9
50-452-2113 PIPE AND FITTINGS	2,876.37	2,876.37	10,000.00	7,123.63	28.8
50-452-2115 EQUIPMENT REPAIR/MAINTENANCE	1,127.60	1,127.60	6,800.00	5,672.40	16.6
50-452-2116 SMALL EQUIPMENT PURCHASES	976.60	976.60	8,300.00	7,323.40	11.8
50-452-2190 OTHER SUPPLIES AND MATERIALS	1,290.09	1,290.09	2,600.00	1,309.91	49.6
50-452-2402 TELEPHONE	563.53	563.53	700.00	136.47	80.5
50-452-2403 POSTAGE	249.14	249.14	450.00	200.86	55.4
50-452-2404 UTILITIES	352.48	352.48	2,800.00	2,447.52	12.6
50-452-2590 CONTRACT SERVICES	774.68	774.68	10,150.00	9,375.32	7.6
50-452-2601 FUEL AND OIL	1,494.64	1,494.64	8,000.00	6,505.36	18.7
50-452-2602 TIRES AND TUBES	.00	.00	2,000.00	2,000.00	.0
50-452-2603 VEHICLE REPAIR/MAINTENANCE	.00	.00	3,200.00	3,200.00	.0
50-452-2700 TRAVEL AND TRAINING	1,788.49	1,788.49	2,600.00	811.51	68.8
50-452-2702 MANDATORY/CERTIFICATION	.00	.00	3,200.00	3,200.00	.0
50-452-2703 DRUG TESTING	172.00	172.00	1,000.00	828.00	17.2
50-452-2802 FORT GRANT CONTRACT	382.55	382.55	1,850.00	1,467.45	20.7
50-452-2804 SUBSCRIPTIONS/MEMBERSHIPS	.00	.00	1,400.00	1,400.00	.0
50-452-2810 BLUE STAKE	.00	.00	425.00	425.00	.0
50-452-2870 EQUIPMENT LEASES	.00	.00	2,000.00	2,000.00	.0
50-452-9201 GENERAL INSURANCE	12,598.26	12,598.26	25,196.00	12,597.74	50.0
50-452-9601 ADVERTISING	442.52	442.52	3,000.00	2,557.48	14.8
50-452-9603 CONTINGENCY	.00	.00	20,000.00	20,000.00	.0
50-452-9690 MISC EXPENSE	665.17	665.17	3,000.00	2,334.83	22.2
50-452-9803 CATHODIC PROTECTION	771.99	771.99	1,200.00	428.01	64.3
TOTAL OPERATING EXPENSES	26,854.72	26,854.72	123,371.00	96,516.28	21.8

CITY OF WILLCOX
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

GAS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS</u>					
50-453-4000 CHARGES TO ADMIN SVS	43,891.26	43,891.26	175,565.00	131,673.74	25.0
TOTAL TRANSFERS	43,891.26	43,891.26	175,565.00	131,673.74	25.0
<u>LICENSE FEES</u>					
50-454-4000 LICENSE FEES	5,752.52	5,752.52	35,818.00	30,065.48	16.1
TOTAL LICENSE FEES	5,752.52	5,752.52	35,818.00	30,065.48	16.1
<u>CAPITAL OUTLAY</u>					
50-459-9901 CAPITAL PURCHASES	.00	.00	24,000.00	24,000.00	.0
50-459-9902 CAPITAL IMPROVEMENTS	12,452.32	12,452.32	40,000.00	27,547.68	31.1
50-459-9911 NEW SERVICE INSTALLATION	.00	.00	2,500.00	2,500.00	.0
TOTAL CAPITAL OUTLAY	12,452.32	12,452.32	66,500.00	54,047.68	18.7
TOTAL FUND EXPENDITURES	152,986.80	152,986.80	869,910.00	716,923.20	17.6
NET REVENUE OVER EXPENDITURES	(30,833.21)	(30,833.21)	.00	30,833.21	.0

CITY OF WILLCOX
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
51-34-20000 WATER	171,776.41	171,776.41	577,652.00	405,875.59	29.7
51-34-20500 WATER SALES - CONSTRUCTION	1,025.00	1,025.00	15,861.00	14,836.00	6.5
51-34-90200 PENALTY	1,300.69	1,300.69	4,500.00	3,199.31	28.9
51-34-90300 CONNECTIONS	1,036.32	1,036.32	6,000.00	4,963.68	17.3
TOTAL OPERATING	175,138.42	175,138.42	604,013.00	428,874.58	29.0
<u>OTHER</u>					
51-37-90100 INTEREST INCOME	5,068.81	5,068.81	16,500.00	11,431.19	30.7
51-37-95000 MISCELLANEOUS	.00	.00	200.00	200.00	.0
TOTAL OTHER	5,068.81	5,068.81	16,700.00	11,631.19	30.4
<u>APPROPRIATIONS</u>					
51-39-99800 FUND BALANCE APPROPRIATIONS	.00	.00	42,196.00	42,196.00	.0
TOTAL APPROPRIATIONS	.00	.00	42,196.00	42,196.00	.0
TOTAL FUND REVENUE	180,207.23	180,207.23	662,909.00	482,701.77	27.2

CITY OF WILLCOX
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
51-451-1101 SALARIES	41,484.34	41,484.34	150,394.00	108,909.66	27.6
51-451-1105 OVERTIME	903.55	903.55	3,000.00	2,096.45	30.1
51-451-1201 INDUSTRIAL INSURANCE	2,924.56	2,924.56	11,205.00	8,280.44	26.1
51-451-1202 MEDICAL INSURANCE	7,500.74	7,500.74	32,999.00	25,498.26	22.7
51-451-1203 FICA	3,122.65	3,122.65	11,735.00	8,612.35	26.6
51-451-1204 ARS	4,406.79	4,406.79	17,594.00	13,187.21	25.1
51-451-1205 UNEMPLOYMENT	.00	.00	236.00	236.00	.0
51-451-1207 LIFE INSURANCE	105.74	105.74	579.00	473.26	18.3
51-451-1208 HEALTH REIMBURSEMENT ALLOWANCE	1,413.12	1,413.12	4,929.00	3,515.88	28.7
51-451-1209 BENEFITS FEES	445.86	445.86	2,200.00	1,754.14	20.3
TOTAL PERSONNEL	62,307.35	62,307.35	234,871.00	172,563.65	26.5
<u>OPERATING EXPENSES</u>					
51-452-2102 UNIFORMS	493.39	493.39	1,700.00	1,206.61	29.0
51-452-2104 CLEANING & CHEMICAL	.00	.00	3,300.00	3,300.00	.0
51-452-2113 PIPE AND FITTINGS	845.31	845.31	31,500.00	30,654.69	2.7
51-452-2115 EQUIPMENT REPAIR/MAINTENANCE	276.42	276.42	3,000.00	2,723.58	9.2
51-452-2118 SMALL EQUIPMENT PURCHASES	252.41	252.41	7,500.00	7,247.59	3.4
51-452-2402 TELEPHONE	1,170.48	1,170.48	3,800.00	2,629.52	30.8
51-452-2403 POSTAGE	111.04	111.04	500.00	388.96	22.2
51-452-2404 UTILITIES	9,718.17	9,718.17	45,000.00	35,281.83	21.6
51-452-2590 CONTRACT SERVICES	307.29	307.29	2,500.00	2,192.71	12.3
51-452-2601 FUEL AND OIL	841.10	841.10	8,500.00	7,658.90	9.9
51-452-2602 TIRES AND TUBES	.00	.00	725.00	725.00	.0
51-452-2603 VEHICLE REPAIR/MAINTENANCE	384.28	384.28	2,500.00	2,115.72	15.4
51-452-2700 TRAVEL AND TRAINING	131.19	131.19	2,100.00	1,968.81	6.3
51-452-2702 MANDATORY/CERTIFICATION	261.00	261.00	500.00	239.00	52.2
51-452-2802 FORT GRANT CONTRACT	382.53	382.53	2,000.00	1,617.47	19.1
51-452-2804 SUBSCRIPTIONS/MEMBERSHIPS	.00	.00	600.00	600.00	.0
51-452-2810 BLUE STAKE	.00	.00	1,100.00	1,100.00	.0
51-452-2811 WATER SAMPLES	325.00	325.00	4,800.00	4,475.00	6.8
51-452-9201 GENERAL INSURANCE	5,798.58	5,798.58	11,597.00	5,798.42	50.0
51-452-9601 ADVERTISING	.00	.00	1,500.00	1,500.00	.0
51-452-9603 CONTINGENCY	.00	.00	15,000.00	15,000.00	.0
51-452-9690 MISC EXPENSE	488.72	488.72	2,100.00	1,611.28	23.3
TOTAL OPERATING EXPENSES	21,786.91	21,786.91	151,822.00	130,035.09	14.4
<u>TRANSFERS/FINANCING</u>					
51-453-4000 ADMINISTRATIVE SERVICES	32,130.24	32,130.24	128,521.00	96,390.76	25.0
51-453-9897 PRINCIPAL	.00	.00	26,000.00	26,000.00	.0
51-453-9898 INTEREST	.00	.00	32,588.00	32,588.00	.0
TOTAL TRANSFERS/FINANCING	32,130.24	32,130.24	187,109.00	154,978.76	17.2

CITY OF WILLCOX
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LICENSE FEES</u>						
51-454-4000	LICENSE FEES - 5%	8,588.83	8,588.83	28,883.00	20,294.17	29.7
	TOTAL LICENSE FEES	8,588.83	8,588.83	28,883.00	20,294.17	29.7
<u>CAPITAL OUTLAY</u>						
51-459-9901	CAPITAL PURCHASES	4,595.00	4,595.00	24,000.00	19,405.00	19.2
51-459-9902	CAPITAL IMPROVEMENTS	4,852.90	4,852.90	36,225.00	31,372.10	13.4
	TOTAL CAPITAL OUTLAY	9,447.90	9,447.90	60,225.00	50,777.10	15.7
	TOTAL FUND EXPENDITURES	134,261.23	134,261.23	662,910.00	528,648.77	20.3
	NET REVENUE OVER EXPENDITURES	45,946.00	45,946.00	(1.00)	(45,947.00)	45946

CITY OF WILLCOX
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
52-34-40000 SEWER	180,537.04	180,537.04	758,543.00	578,005.96	23.8
52-34-70000 CONNECTION	.00	.00	1,000.00	1,000.00	.0
52-34-90200 PENALTY	1,378.91	1,378.91	5,800.00	4,421.09	23.8
TOTAL OPERATING	181,915.95	181,915.95	765,343.00	583,427.05	23.8
<u>OTHER</u>					
52-37-90100 INTEREST	3,379.20	3,379.20	10,000.00	6,620.80	33.8
TOTAL OTHER	3,379.20	3,379.20	10,000.00	6,620.80	33.8
<u>APPROPRIATIONS</u>					
52-39-99800 FUND BALANCE APPROPRIATIONS	.00	.00	660,987.00	660,987.00	.0
TOTAL APPROPRIATIONS	.00	.00	660,987.00	660,987.00	.0
TOTAL FUND REVENUE	185,295.15	185,295.15	1,436,330.00	1,251,034.85	12.9

CITY OF WILLCOX
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
52-451-1101 SALARIES	38,799.52	38,799.52	139,311.00	100,511.48	27.9
52-451-1105 OVERTIME	661.73	661.73	5,000.00	4,338.27	13.2
52-451-1201 INDUSTRIAL INSURANCE	2,667.64	2,667.64	10,329.00	7,661.36	25.8
52-451-1202 MEDICAL INSURANCE	5,460.31	5,460.31	24,791.00	19,330.69	22.0
52-451-1203 FICA	2,915.49	2,915.49	11,040.00	8,124.51	26.4
52-451-1204 ARS	4,084.76	4,084.76	16,552.00	12,467.24	24.7
52-451-1205 UNEMPLOYMENT	.00	.00	188.00	188.00	.0
52-451-1207 LIFE INSURANCE	100.54	100.54	462.00	361.46	21.8
52-451-1208 HEALTH REIMBURSEMENT ALLOWANCE	1,080.54	1,080.54	3,892.00	2,811.46	27.8
52-451-1209 BENEFITS FEES	349.76	349.76	1,737.00	1,387.24	20.1
TOTAL PERSONNEL	56,120.29	56,120.29	213,302.00	157,181.71	26.3
<u>OPERATING EXPENSES</u>					
52-452-2102 UNIFORMS	103.52	103.52	1,200.00	1,096.48	8.6
52-452-2104 CLEANING & CHEMICAL	3,147.26	3,147.26	19,000.00	15,852.74	16.6
52-452-2113 PIPE AND FITTINGS	36.00	36.00	2,250.00	2,214.00	1.6
52-452-2115 EQUIPMENT REPAIR/MAINTENANCE	759.19	759.19	12,000.00	11,240.81	6.3
52-452-2116 SMALL EQUIPMENT PURCHASES	1,262.60	1,262.60	8,000.00	6,737.40	15.8
52-452-2402 TELEPHONE	1,050.27	1,050.27	2,600.00	1,549.73	40.4
52-452-2403 POSTAGE	111.04	111.04	500.00	388.96	22.2
52-452-2404 UTILITIES	8,173.91	8,173.91	44,000.00	35,826.09	18.6
52-452-2590 CONTRACT SERVICES	1,722.34	1,722.34	8,000.00	6,277.66	21.5
52-452-2601 FUEL AND OIL	927.13	927.13	7,500.00	6,572.87	12.4
52-452-2602 TIRES AND TUBES	.00	.00	1,000.00	1,000.00	.0
52-452-2603 VEHICLE REPAIR/MAINTENANCE	156.31	156.31	2,000.00	1,843.69	7.8
52-452-2700 TRAVEL AND TRAINING	23.75	23.75	2,300.00	2,276.25	1.0
52-452-2702 MANDATORY/CERTIFICATION	.00	.00	1,000.00	1,000.00	.0
52-452-2802 FORT GRANT CONTRACT	382.56	382.56	2,000.00	1,617.44	19.1
52-452-2804 SUBSCRIPTIONS/MEMBERSHIPS	.00	.00	300.00	300.00	.0
52-452-2810 BLUE STAKE	.00	.00	800.00	800.00	.0
52-452-2812 SEWER SAMPLES	485.00	485.00	22,000.00	21,515.00	2.2
52-452-9201 GENERAL INSURANCE	21,039.82	21,039.82	42,077.00	21,037.18	50.0
52-452-9603 CONTINGENCY	.00	.00	15,000.00	15,000.00	.0
52-452-9604 LABORATORY SUPPLIES	2,376.01	2,376.01	12,000.00	9,623.99	19.8
52-452-9606 LABORATORY CERTIFICATION	.00	.00	2,500.00	2,500.00	.0
52-452-9619 ADEQ PERMITS	.00	.00	14,000.00	14,000.00	.0
52-452-9690 MISC EXPENSE	945.29	945.29	5,000.00	4,054.71	18.9
TOTAL OPERATING EXPENSES	42,702.00	42,702.00	227,027.00	184,325.00	18.8

CITY OF WILLCOX
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS/FINANCING</u>					
52-453-4000 ADMINISTRATIVE SERVICES	37,029.51	37,029.51	148,118.00	111,088.49	25.0
52-453-9897 PRINCIPAL	.00	.00	678,826.00	678,826.00	.0
52-453-9898 INTEREST	.00	.00	107,129.00	107,129.00	.0
TOTAL TRANSFERS/FINANCING	37,029.51	37,029.51	934,073.00	897,043.49	4.0
<u>LICENSE FEES</u>					
52-454-4000 LICENSE FEES - 5%	9,026.84	9,026.84	37,927.00	28,900.16	23.8
TOTAL LICENSE FEES	9,026.84	9,026.84	37,927.00	28,900.16	23.8
<u>CAPITAL OUTLAY</u>					
52-459-9901 CAPITAL PURCHASES	.00	.00	24,000.00	24,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	24,000.00	24,000.00	.0
TOTAL FUND EXPENDITURES	144,878.64	144,878.64	1,436,329.00	1,291,450.36	10.1
NET REVENUE OVER EXPENDITURES	40,416.51	40,416.51	1.00	(40,415.51)	40416

CITY OF WILLCOX
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

REFUSE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
53-34-30100 REFUSE	162,835.32	162,835.32	652,429.00	489,593.68	25.0
53-34-90200 PENALTY	1,243.57	1,243.57	5,009.00	3,765.43	24.8
TOTAL OPERATING	164,078.89	164,078.89	657,438.00	493,359.11	25.0
TOTAL FUND REVENUE	164,078.89	164,078.89	657,438.00	493,359.11	25.0

CITY OF WILLCOX
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

REFUSE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING EXPENSES</u>					
53-458-2590 CONTRACT	53,876.35	53,876.35	321,035.00	267,158.65	16.8
53-458-2595 LANDFILL FEES	30,378.60	30,378.60	171,054.00	140,675.40	17.8
53-458-4000 ADMINISTRATIVE SERVICES	27,834.00	27,834.00	111,336.00	83,502.00	25.0
TOTAL OPERATING EXPENSES	112,088.95	112,088.95	603,425.00	491,336.05	18.6
TOTAL FUND EXPENDITURES	112,088.95	112,088.95	603,425.00	491,336.05	18.6
NET REVENUE OVER EXPENDITURES	51,989.94	51,989.94	54,013.00	2,023.06	96.3

CITY OF WILLCOX
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

MAGISTRATE COURT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>						
61-39-20100	COURT FINES	1,745.50	1,745.50	12,500.00	10,754.50	14.0
	TOTAL REVENUES	1,745.50	1,745.50	12,500.00	10,754.50	14.0
	TOTAL FUND REVENUE	1,745.50	1,745.50	12,500.00	10,754.50	14.0

CITY OF WILLCOX
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

MAGISTRATE COURT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENSES</u>					
61-443-2101 OFFICE SUPPLIES	.00	.00	50.00	50.00	.0
61-443-2301 BASE/DDS	158.34	158.34	3,500.00	3,341.66	4.5
61-443-2303 AZ STATE TREASURER	658.66	658.66	7,500.00	6,841.34	8.8
61-443-2501 ATTORNEY FEES	.00	.00	175.00	175.00	.0
TOTAL EXPENSES	817.00	817.00	11,225.00	10,408.00	7.3
TOTAL FUND EXPENDITURES	817.00	817.00	11,225.00	10,408.00	7.3
NET REVENUE OVER EXPENDITURES	928.50	928.50	1,275.00	346.50	72.8

CITY OF WILLCOX
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

FIREMEN PENSION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>INTERGOVERNMENTAL</u>					
72-33-50000 STATE PENSION REVENUE	500.00	500.00	5,000.00	4,500.00	10.0
72-33-50100 LGIP FIRE REVENUE	1,015.38	1,015.38	3,592.00	2,576.62	28.3
TOTAL INTERGOVERNMENTAL	1,515.38	1,515.38	8,592.00	7,076.62	17.6
<u>OTHER</u>					
72-39-90100 INTEREST INCOME	87.66	87.66	10.00	(77.66)	876.6
72-39-99700 CONTRIBUTIONS	476.08	476.08	2,800.00	2,323.92	17.0
TOTAL OTHER	563.74	563.74	2,810.00	2,246.26	20.1
TOTAL FUND REVENUE	2,079.12	2,079.12	11,402.00	9,322.88	18.2

CITY OF WILLCOX
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

FIREMEN PENSION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PENSION TRUST FUND</u>					
72-428-2852 PENSION PAYMENTS	600.00	600.00	2,400.00	1,800.00	25.0
TOTAL PENSION TRUST FUND	600.00	600.00	2,400.00	1,800.00	25.0
TOTAL FUND EXPENDITURES	600.00	600.00	2,400.00	1,800.00	25.0
NET REVENUE OVER EXPENDITURES	1,479.12	1,479.12	9,002.00	7,522.88	16.4

CITY OF WILLCOX
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

SEWER UTILITY CAPITAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS IN</u>					
82-38-10000 SEWER LOAN	.00	.00	2,005,000.00	2,005,000.00	.0
82-38-20000 WIFA GRANTS/LOANS	.00	.00	4,099,822.00	4,099,822.00	.0
TOTAL TRANSFERS IN	.00	.00	6,104,822.00	6,104,822.00	.0
TOTAL FUND REVENUE	.00	.00	6,104,822.00	6,104,822.00	.0

CITY OF WILLCOX
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

SEWER UTILITY CAPITAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENSES</u>					
82-404-9905 SEWER PLANT CONSTRUCTION	.00	.00	5,664,528.00	5,664,528.00	.0
TOTAL EXPENSES	.00	.00	5,664,528.00	5,664,528.00	.0
TOTAL FUND EXPENDITURES	.00	.00	5,664,528.00	5,664,528.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	440,294.00	440,294.00	.0

CITY OF WILLCOX
Request for Council Action

Agenda Item: 13
Tab Number: 6

Meeting Date:

November 5, 2015

Action:

Resolution
 Ordinance
 Other

Subject: Goodwin waterline
Easement Agreement

To: Mayor and City Council

From: Ted Soltis, City Manager

Discussion: The City has had an Easement Agreement in place for the waterline to the water tanks since 1987. The property has changed ownership six times since the original agreement was signed. No issues were raised until the most recent owner.

The most recent owner is claiming a violation of the original waterline agreement. He has terminated the original agreement and has proposed a new agreement. The new agreement proposes a yearly rental fee of \$6,000.

Recommendation: Reject the offer.

Fiscal Impact: Proposed offer - \$6,000/year.

Submitted by:



Ted Soltis, City Manager



Mail:
P.O. Box 448
Bowie, AZ 85605

(520)-507-5118 (Cell)
(520)-384-2022 (Fax)
klumpranches@gmail.com

Office:
920 S. Haskell
Willcox, Az. 85643

Know All Men By These Presents:

That Klump Ranches LLC, hereinafter called Grantor, for and in consideration of the sum of \$6,000.00 per year, paid in advance, paid by the City of Willcox, hereinafter called Grantee, and does hereby grant an easement for the sole purpose of one waterline across Grantor's property.

See Legal Description attached hereto as Exhibit A

- 1. Following any use of the Easement by the City of Willcox, its officers, employees and agents, the land will be restored to a good and clean condition free of any hazards or dangers to persons or property.**
- 2. The portion of the Easement which is not enclosed by fencing installed by the City of Willcox may be used by Grantors, their successors and assigns for grazing and other purposes which do not interfere with the above uses by the City of Willcox. The cost if installation and maintenance of such fencing shall be the sole responsibility of the City of Willcox.**
- 3. The City of Willcox agrees that it shall not extend any pipelines or other improvements and fixtures beyond or without the easement without obtaining the written consent of Grantors, their successors or assigns.**
- 4. The City of Willcox agrees to indemnify and hold harmless Grantors, their successors and assigns, from any and all liability and actions of any nature whatsoever, for personal injury, property damage, or otherwise, arising from any actual or alleged act or omission of the City of Willcox, its officers, employees and agents, on or about the Easement or any adjacent or adjoining real property.**
- 5. The City of Willcox shall make water available, from its pipeline installed to the Easement, to the real property of the Grantors, their successors and assigns, in Sections 31 and 36, Township 12 South, Range 24 East, for not more that twelve (12) individual water connections which shall be installed to City specifications as such time as Grantor may elect and at Grantors' expense for (a) all hook up costs, (b) individual pipelines from the main pipeline (c) service charges , and (d) monthly billings for water use and availability charges and (e) any other expense incurred by the City of Willcox in connection with furnishing water to Grantor's above- described real property, provided that charges to Grantors, their successors and assigns shall never exceed those charges which would be paid by persons residing within the municipal boundaries of the City of Willcox for the same or similar services.**
- 6. The water pipeline and other necessary improvements shall not be extended beyond the site of the water storage tank located in the Northeast quarter of the Southeast quarter of the Northeast quarter of Section 36, Township 12 South, Range 24 East, without the written permission of Grantor, their successors and assigns.**
- 7. The City of Willcox, at its sole expense, shall install signs and take all other reasonable steps, including installation of gates of such design as the parties may agree upon, to preclude trespassing on the easement, and shall seek the prosecution of all persons found to be trespassing thereon.**
- 8. The City Of Willcox shall provide and maintain landscaping so as to minimize erosion and deterioration of the soil and terrain, and shall restore to original condition all terrain disturbed by its use of the terrain insofar as possible.**
- 9. Failure to comply with any covenant, condition or restriction contained herein by the City of Willcox, its officers, employees and agents, within thirty (30) days of receipt of written notice from the grantors, their successors or assigns, shall be deemed a breach and shall be deemed sufficient grounds to terminate this easement agreement and the property described herein shall in such event revert to grantors, their successors and assigns, free of any claim of the City of Willcox.**



FEE # 876717311
 OFFICIAL RECORDS
 COCHISE COUNTY
 DATE 07/09/87 HOUR 3

CITY OF WILLCOX
 EASEMENT AGREEMENT

REQUEST OF
 WILLCOX
 CHRISTINE RHODES-RECORDER
 FEE : 3.00 PAGES : 3

KNOW ALL MEN BY THESE PRESENTS:

That R. S. Goodwin and L. M. Goodwin, husband and wife, hereinafter called Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to them, and each of them, in hand paid by City of Willcox, hereinafter called Grantee, receipt of which is hereby acknowledged, do by these presents quitclaim unto the said Grantee a perpetual easement and right-of-way for the construction, maintenance, building, repairing, operation, replacement, and removal of a water line and appurtenances in, over, under and across the following described premises, situated in Cochise County, Arizona, to-wit:

See Legal Description attached hereto as Exhibit A

1. Following any use of the Easement by the City of Willcox, its officers, employees and agents, the land will be restored to a good and clean condition free of any hazards or dangers to persons or property.
2. That portion of the Easement which is not enclosed by fencing installed by the City of Willcox may be used by Grantors, their successors and assigns for grazing and other purposes which do not interfere with the above uses by the City of Willcox. The cost of installation and maintenance of such fencing shall be the sole responsibility of the City of Willcox.
3. The City of Willcox agrees that it shall not extend any pipelines or other improvements and fixtures beyond or without the Easement without obtaining the written consent of Grantors, their successors or assigns.
4. The City of Willcox agrees to indemnify and hold harmless Grantors, their successors and assigns, from any and all liability and actions of any nature whatsoever, for personal injury, property damage, or otherwise, arising from any actual or alleged act or omission of the City of Willcox, its officers, employees and agents, on or about the Easement or any adjacent or adjoining real property.
5. The City of Willcox shall make water available, from its pipeline installed to the Easement, to the real property of the Grantors, their successors or assigns, in Sections 31 and 36, Township 12 South, Range 24 East, for not more than twelve (12) individual water connections which shall be installed to City specifications at such time as Grantor may elect and at Grantors' expense for (a) all hook up costs, (b) individual pipelines from the main pipeline (c) service charges, and (d) monthly billings for water use and availability charges and (e) any other expense incurred by the City of Willcox in connection with furnishing water to Grantors' above-described real property, provided that charges to Grantors, their successors and assigns shall never exceed those charges which would be paid by persons residing within the municipal boundaries of the City of Willcox for the same or similar services.

* - Removed

* 6. No water taken through pipelines installed in the Easement may be used for other than domestic water service in the municipal boundaries of the City of Willcox, and for use on Grantors' real property as set forth in paragraph 5 hereof. In no event may such water be used for filling, or service at, recreational lakes, ponds or other facilities outside the municipal boundaries of the City of Willcox.

7. The water pipeline and other necessary improvements shall not be extended beyond the site of the water storage tank located in the Northeast quarter of the Southeast quarter of the Northeast quarter of Section 36, Township 12 South, Range 24 East, without the written permission of Grantors, their successors and assigns.

8. The City of Willcox, at its sole expense, shall install signs and take all other reasonable steps, including installation of gates of such design as the parties may agree upon, to preclude trespassing on the Easement, and shall seek the prosecution of all persons found to be trespassing thereon.

9. The City of Willcox shall provide and maintain landscaping so as to minimize erosion and deterioration of the soil and terrain, and shall restore to original condition all terrain disturbed by its use of the terrain insofar as possible.

10. Failure to comply with any covenant, condition or restriction contained herein by the City of Willcox, its officers, employees and agents, within thirty (30) days of receipt of written notice from the grantors, their successors or assigns, shall be deemed a breach and shall be deemed sufficient grounds to terminate this easement agreement and the property described herein shall in such event revert to grantors, their successors and assigns, free of any claim of the City of Willcox.

11. Grantors do not warrant title to the real property described on Exhibit A.

IN WITNESS WHEREOF, the said Grantors hereunto set their hands and the City of Willcox, by its Mayor and Clerk, affixes its seal, as of this 25 day of July, 1987.

R.S. Goodwin
R.S. Goodwin

L.M. Goodwin
L.M. Goodwin

STATE OF ARIZONA)
) ss.
COUNTY OF COCHISE)

The foregoing instrument was acknowledged before me, a Notary Public, on the 25 day of July, 1987, by R.S. Goodwin and L.M. Goodwin, husband and wife.

[Signature]
Notary Public

My Commission Expires:
1-31-91

THE CITY OF WILLCOX
By Jannice Beechler
Mayor

(SEAL)
ATTEST:
[Signature]
City Clerk

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2015-29

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, DECLARING A PUBLIC NEED, NECESSITY AND A PUBLIC USE; APPROVING, AUTHORIZING AND DIRECTING THE CITY ATTORNEY TO ACQUIRE ON BEHALF OF THE CITY OF WILLCOX THROUGH DONATION, OUTRIGHT PURCHASE OR UNDER THE POWER OF EMINENT DOMAIN FOR THE PUBLIC PURPOSES OF ALL, AN EASEMENT INTEREST IN CERTAIN DESCRIBED REAL PROPERTY IN THE COUNTY OF COCHISE, ARIZONA, IN ORDER FOR THE CITY TO CONTINUE TO PROVIDE WATER SERVICE PURSUANT TO ARIZONA REVISED STATUTES, SECTION 9-511 AND TO PROPERLY AND ADEQUATELY DELIVER POTABLE WATER TO THE INHABITANTS OF WILLCOX, AS A MATTER OF PUBLIC NEED AND NECESSITY; REFERENCING TITLE 12 OF STATE LAW CONCERNING THE EXERCISE OF EMINENT DOMAIN FOR PUBLIC PURPOSES AND DECLARING A MATTER OF PUBLIC NEED AND NECESSITY AND DECLARING AN EMERGENCY.

The above matter came before the City Council of the City of Willcox, Arizona at its November 5, 2015 meeting to authorize the taking by eminent domain a permanent easement upon a portion of the real property identified by Tax Parcel No. 201-34-002A.

WHEREAS, the City of Willcox is a municipal corporation and a political subdivision of the State of Arizona and is authorized by the Constitution of the State of Arizona to acquire property by eminent domain for public purposes pursuant to A.R.S. §§12-1111 and 12-1116; 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 delivery of potable water to the City of Willcox and its surrounding area through the City's existing water system infrastructure, is a matter of public need and necessity; and,

WHEREAS, the Mayor and Council of the City of Willcox have determined that any interference with the delivery of potable water to the City of Willcox and its surrounding area through the City's existing water system infrastructure would cause immediate and irreparable harm to the City of Willcox, its residents and the surrounding area therefore, creating an emergency.

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

SECTION 1: AUTHORIZATION TO ACQUIRE

The City Attorney on behalf of the Mayor and City Council of Willcox, Arizona, is hereby authorized and directed to acquire and/or condemn a permanent easement upon the real property described in the attached Exhibit "A", pursuant to Title 12, Chapter 8, Article 2, Arizona Revised Statutes and to file on behalf of the City such litigation as is necessary to

consummate the acquisition of such easement interest under the power of eminent domain and to do all things necessary to accomplish this purpose, including but not limited to obtaining title reports, appraisals, surveys and other expert assistance for such purposes. The assessor's tax parcel identification number associated with the legal description in the attached Exhibit "A" is 201-34-002(A).

SECTION 2: EMINENT DOMAIN AUTHORITY PURSUANT TO TITLE 12 OF STATE LAW; AUTHORIZATION TO OBTAIN IMMEDIATE POSSESSION.

The City Attorney on behalf of the City of Willcox, Arizona is authorized to petition the Cochise County Superior Court to enter an order that the City of Willcox shall be allowed to take immediate possession and full use of all of the real property described in Exhibit "A" pursuant to Title 12, Chapter 8, Article 2, Section 12-1116 and to immediately determine the probable damages resulting from the City of Willcox being allowed to have immediate possession and control of the real property described in Exhibit "A" and to set the amount of a bond in a form to be approved by the Court or to deposit the equivalent amount of City funds budgeted and appropriated and to do all things necessary to accomplish this purpose.

SECTION 3: EFFECTIVE DATE AND DECLARATION OF EMERGENCY

The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, and as such, an Emergency is hereby declared to exist and this Resolution shall be in full force and effect from and after its passage by the Mayor and City Council.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 5th day of November, 2015.

APPROVED/EXECUTED:

ROBERT A. IRVIN, Mayor

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

EXHIBIT "A"

PROPOSED GOODWIN EASEMENT LEGAL DESCRIPTION

This Easement description affects Tax Parcel Identification No. 201-34-002(A)*

A strip of land as an easement for the purpose of ingress, egress, construction and utilities located in Section 36, Township 12 South, Range 24 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, said easement being 30.0 feet in width and 15.0 feet on each side of the following described centerline:

Beginning at the southwest corner of said Section 36, thence South 89°52'33" East a distance of 1321.26 feet along the South line of said Section 36 to the TRUE POINT OF BEGINNING;

Thence North 00°06'59" East a distance of 1310.02 feet parallel to the West line of the Southeast quarter of the Southwest quarter of said Section 36 to a point;

Thence South 89°55'28" East a distance of 1305.45 feet parallel to the North line of the Southeast quarter of the Southwest quarter of said Section 36 to a point;

Thence South 89°55'46" East a distance of 1305.63 feet parallel to the North line of the Southwest quarter of the Southeast quarter of said Section 36 to a point;

Thence North 00°05'03" East a distance of 1319.64 feet parallel to the East line of the Northwest quarter of the Southeast quarter of said Section 36 to the end of this easement;

The sides of said easement being extended or shortened to meet at angle points or where terminated by the intersection of nonperpendicular lines.

*This legal description is based upon the original legal description of the "Goodwin Easement" which the City of Willcox's waterline is presently located, said present easement being upon a 15 foot wide strip of Tax Parcel No. 201-34-002A, which was believed to be established October 27, 1983 and thereafter recorded pursuant to an Easement Agreement dated July 8, 1987, by and between, the City of Willcox and R.S. Goodwin and L.M. Goodwin, husband and wife, at Fee No. 870717311, July 9, 1987, Records of Cochise County, State of Arizona.

THE FOREGOING LEGAL DESCRIPTION MAY BE SUBJECT TO CORRECTION IF FOUND TO BE INACCURATE ACCORDING TO A CURRENT SURVEY OF THE PRESENT LOCATION OF THE CITY OF WILLCOX WATER DISTRIBUTION LINE LOCATED UPON TAX PARCEL IDENTIFICATION NO. 201-34-002(A).

