

**CITY OF WILLCOX  
REQUEST FOR COUNCIL ACTION**

Agenda Item: 16  
Tab Number: 11  
Date: 06-07-2010

**Date Submitted:**  
6-30-10  
  
**Date Requested:**  
7-6-10

**Action:**  
 Resolution  
 Ordinance  
 Formal  
 Other

**Subject: Selection of  
type of Waste Water  
Treatment process**

**TO: MAYOR AND COUNCIL**

**FROM: City Manager**

**DISCUSSION:** The current Wastewater Treatment Plant (WWTP) is not producing the quality of effluent necessary to meet the discharge standards required under the Clean Water Act.

Significant steps must be taken to address this concern to the environment, life, safety and Health of the community, and the possible violation of the State and Federal Laws. The Council has been investigating possible solutions. The City cannot proceed with steps to correct the problem without the action of the City Council in selecting a type of treatment process.

**RECOMMENDATION:** Select a type of treatment process and direct staff to proceed with the design.

**FISCAL IMPACT:** Total impact is unknown the estimated ranges are: Capital \$5.6 million to \$7.3 million and present value of Operating and Maintenance costs between \$4.9 million to \$12.5 million. It is anticipated that some portion of the Capital costs will be received in the form of grants; the remainder of the Capital cost will come from bonds secured by the rates on the sewer system. The operational costs will be paid from the rates on the sewer system.

**Prepared by: Pat McCourt**

**Approved by:**   
Pat McCourt, City Manager

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**CITY OF WILLCOX  
REQUEST FOR COUNCIL ACTION**

Agenda Item 17  
Tab Number 12  
B

<b>Date Submitted:</b> June 29, 2010 <b>Date Requested:</b> July 6, 2010	<b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Formal</b> <input checked="" type="checkbox"/> <b>Other</b>	<b>Subject:</b> Filling the two vacancies on the Planning & Zoning Commission
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**TO:** MAYOR AND COUNCIL  
**FROM:** Jeff Stoddard, Supervisor of Development Services

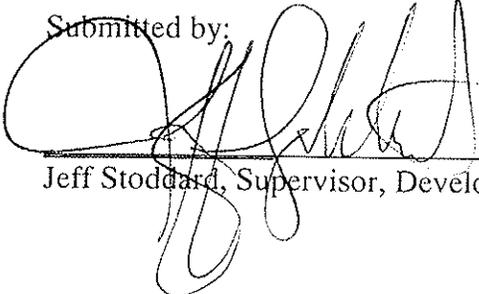
**DISCUSSION:** The City of Willcox Planning & Zoning Commission consists of five (5) members appointed by the Mayor and City Council. All members must be qualified electors of the City of Willcox. Terms are four (4) years and expirations are staggered to fall every two (2) years.

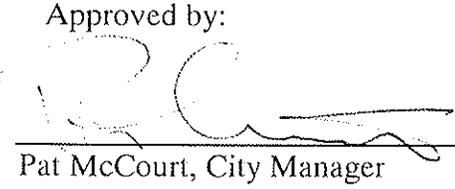
On June 30, 2010, two (2) terms expired. One member, Mr. Doyle Miller, did submit a letter of interest to continue serving. The other member was elected to the City Council.

City of Willcox Human Resources personnel has received two (2) letters of interest from potential candidates. One is from Ms. Nancy Guerrero and the other is from Mrs. Sharon Nigh. A copy of the 3 submitted letters are attached for review.

**RECOMMENDATION:** Staff recommends that the Mayor and City Council appoint candidates to fill these two (2) vacancies on the Planning & Zoning Commission.

**FISCAL IMPACT:** N/A

Submitted by:   
\_\_\_\_\_  
Jeff Stoddard, Supervisor, Development Services

Approved by:   
\_\_\_\_\_  
Pat McCourt, City Manager

***Nancy Guerrero***

804 N. Flagstaff  
Willcox, Az 85643



June 18 2010

Human Resources  
City of Willcox  
101 S. Railroad Ave.  
Willcox, Az 85643

Dear Sir/Madam,

I am providing this letter of interest for the position now available on the Planning and Zoning Commission. Please see the attached resume.

As a former employee of the City of Willcox and real estate agent for the past 5 ½ years I believe that I have acquired some knowledge of the process for effecting positive change in our community. With that knowledge it is my hope to help the City of Willcox and its citizens in planning for the future in a way that will continue to make Willcox a viable, desirable place for anyone seeking to make it their home.

Thank you so much for considering me to fill this vacancy.

*Nancy Guerrero*  
Nancy Guerrero

*OK by [unclear]  
May [unclear]  
June 2010*

# Nancy Guerrero

## Experience

2008-Present      Coldwell Banker, The DiPeso Group      Willcox, AZ  
Associate Broker/Office Manager

2005-2008      Rafter "S" Real Estate      Willcox, AZ  
Sales Agent

1997-2005      City of Willcox      Willcox, AZ  
**Library Director**

Planned, organized, directed, coordinated and supervised the functions & programs of the City Library

Evaluated, coached and cross-trained employees

Developed budget and controlled budgetary expenditures for the library

Oversaw the review, selection and ordering of materials for the library collection and cataloged all new material

Introduced computer technology for cataloging, circulation, card catalog and remote access

Designed and implemented a 5-year strategic plan

Demonstrated and maintained a consistent patron usage growth of approximately 5%+ per year for over 20 years

Continually upgraded and enhanced patron services

Advisor to the Library Commission and City Manager and Friends of the Library on programs and issues

Represented the library with citizens' groups, civic groups, boards and government agencies

Developed policy and procedure manuals

Developed new employee training manuals

Member of the Management Committee for Cochise County Library District

Constant evaluation and re-direction of library services in keeping with patron needs

Prepared activity, operation and progress reports to the City Council

Oversaw the development of reference services and assisted in answering patron queries

Developed a Spanish language brochure to reach Spanish speaking patrons

1988-1997      City of Willcox      Willcox, AZ

### Senior Librarian

Oversaw and coordinated all library functions

Developed and implemented collection policy and procedure



May 27, 2010

Mayor Sam Lindsey and the  
Willcox City Council  
151 West Maley St.  
Willcox AZ 85643

RE: Planning and Zoning Commission

Gentlemen:

I wish to be considered for appointment to the Willcox P&Z Commission. Listed are some of my qualifications pertinent for that position.

ECONOMIC DEVELOPMENT INSTITUTE - American Economic Development Council - Two Years.

BLACKSTONE SCHOOL OF LAW - Certified Paralegal.

KINGMAN BOARD OF ADJUSTMENT - Chairman

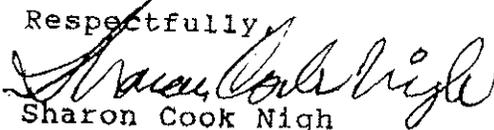
KINGMAN CLEAN CITY COMMISSION - Chairman

Married to Bill 30 years, we own a Custom Machinery Business in Willcox. Personal interests are Historic Preservation and collectible automobiles.

I believe a Member of this Commission should understand the concept of responsible growth, and is open to the opinions of the long established Citizenry. We will live in Willcox for the rest of our lives, and plan to become involved in it's great potential.

Hopefully, these qualifications will allow me to become an asset to P&Z. Thank you for your consideration.

Respectfully,

  
Sharon Cook Nigh  
(520)384-3405

Received  
JUN 07 2010

SA 2:42pm

529 W. DELOS

Registered as Sharon Cook  
need to update voter Registration

May 25, 2010

Mayor and Council,

Having served as a Commissioner for Willcox Planning and Zoning these last three years, I have found the experience very rewarding. Therefore, I would like to express my interest in continuing to serve on the commission for an additional three year term.

Respectfully,



Doyle Miller

Received

JUN 1 2010

City of Willcox

1000 N. WILCOX  
OK Registration

Copy

MAY 26 , 2010

PLANNING AND ZONING COMMISSION  
CITY OF WILLCOX

CHAIRMAN FUSCO,

PLEASE ACCEPT MY RESIGNATION FROM THE PLANNING  
ZONING COMMISSION AS OF MAY 26, 2010. IT HAS BEEN A GREAT  
HONOR TO HAVE BEEN A MEMBER FOR THE PAST 2+ YEARS. I HAVE  
ENJOYED SERVING WITH THE HONORABLE MEMBERS OF THIS COMMISSION  
AND AM HOPEFUL I CAN SERVE IN ANOTHER CAPACITY AS I BECOME A  
MEMBER OF THE WILLCOX CITY COUNCIL.

I LOOK FORWARD TO SERVING THE PEOPLE OF WILLCOX  
FOR THE NEXT FOUR YEARS.

RESPECTFULLY,

*Robert A. Irvin*  
ROBERT A. IRVIN

PLANNING AND ZONING COMMISSION  
CITY OF WILLCOX  
MAY 26 2010

Copy

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**CITY OF WILLCOX**  
**Request for Council Action**

**Agenda Item:** 18  
**Tab Number:** 13  
**Date:** 07-06-2010

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**Date Submitted:**  
June 25, 2010  
**Date Requested:**  
July 6, 2010

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**Action:**  
 Resolution  
 Ordinance  
 Formal  
 Other

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**Subject:**  
Willcox Chamber of  
Commerce and  
Agriculture requests  
use fees be waived for  
the Community  
Center.

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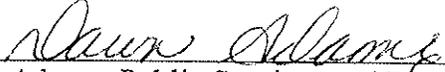
**To:** Honorable Mayor and City Council

**From:** Dave Bonner, Director Public Services & Works

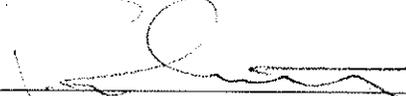
**Discussion:** The Willcox Chamber of Commerce and Agriculture is requesting that the fees be waived for the use of the Community Center. Willcox Chamber of Commerce and Agriculture would like to hold their Job Fair in the Community Center. This will be held on August 19, 2010 from the hours of 9:00 AM through 6:00 PM.

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

**Fiscal Impact:** \$301.28

Prepared By:   
Dawn Adame, Public Services and Works

Approved By:   
Dave Bonner, Public Services and Works Director

Approved By:   
Pat McCourt, City Manager

RECEIVED JUN 25 2010

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA  
Facilities Use Agreement

This Agreement made this 25<sup>th</sup> day of June, 2010,  
between Willcox Chamber of Commerce ("PARTICIPANT")  
and the City of Willcox through the City Public Works Department ("CITY") for the  
use of the City owned facilities by a private organization.

**ARTICLE I -- TERM OF AGREEMENT:**

The term of this agreement shall be August 19<sup>th</sup>, 2010, through  
August 19<sup>th</sup> 2010, unless earlier terminated by either party.

Please note starting time and ending time TO INCLUDE set up and tear down.

9:00 AM start time                      6:00 PM end time

Notice of termination shall be provided at least ninety (90) days prior to the effective  
termination date.

**ARTICLE II -- CITY OWNED FACILITIES:** (~~000~~ Kitchen & lounge)

This agreement shall be for the use of Ballroom & Fireville Room  
(facility and area/s)

to be used for Job Fair  
(type of event)

to be used by Public & Business Community  
(example: public, family, friends)

PARTICIPANT wishes to use certain City owned facilities and the CITY is willing to  
permit the PARTICIPANT the primary use of the facilities under the conditions indicated  
in this Agreement and any Exhibit attached hereto during the term of this Agreement.

CITY agrees that it will perform the duties as outlined in Attachment "A".

PARTICIPANT agrees it will perform the duties as outlined in Attachment(s) "B".

PARTICIPANT agrees to pay the fees as are listed on Attachment "C".

**ARTICLE III --- INDEMNIFICATION AND INSURANCE**

PARTICIPANT agrees to secure liability Insurance to cover the term of this  
agreement in not less than the amount of one million dollars (\$1,000,000.00)  
which names the City as additionally insured.

Orig to OH 6/25/10

RECEIVED JUN 25 2010

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA  
Facilities Use Agreement

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termination date.

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This agreement shall be for the use of Ballroom & Fire/ice Room  
(facility and area/s)

to be used for Job Fair  
(type of event)

to be used by Public & Business Community  
(example: public, family, friends)

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PARTICIPANT agrees to secure liability Insurance to cover the term of this  
agreement in not less than the amount of one million dollars (\$1,000,000.00)  
which names the City as additionally insured.

Orig to OH 6/25/10

Each party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their participation while performing duties undertaken pursuant to this Agreement. The PARTICIPANT agrees to hold harmless the City, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from PARTICIPANT performance pursuant to this Agreement. The PARTICIPANT shall provide the CITY with current insurance certificates or the evidence of coverage as appropriate.

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

#### ARTICLE IV --- MISC. PROVISIONS:

##### **CANCELLATION FOR CONFLICT OF INTEREST**

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

##### **NONASSIGNABILITY**

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

##### **RIGHTS/OBLIGATIONS OF PARTIES ONLY**

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

##### **NOTICE REQUIREMENTS**

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

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

If to the PARTICIPANT:

Name: Kathy Smith  
Organization: Willcox Chamber of Commerce + Agri.  
Contact Phone Number(s): (520) 384-7272 ( )  
Mailing Address: 1500 N Circle J Rd Willcox, AZ 85643  
City State Zip Code

**SEVERABILITY**

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

**ENTIRE AGREEMENT**

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

**GOVERNING LAW**

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

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

**CITY OF WILLCOX, COCHISE COUNTY, ARIZONA**

[Signature]  
Signature

6-28-10  
Date

Oscar Hudson  
Printed Name

Facilities & Parks Supervisor  
Title

**PARTICIPANT**

[Signature]  
Signature

June 25, 2010  
Date

Kathy Smith  
Printed Name

\_\_\_\_\_  
Title

**Attachment "A"**  
**Community Center Checklist**

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

<p><b>General</b></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Issue <u>23</u> Tables (18 - 4 x 8, 9 - 4 x 4 - available).</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Issue <u>50</u> Chairs (100 - folding, 32 - padded - available).</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Restroom Cleaning Requirements.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Lighting.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Heating &amp; AC.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Cleaning Requirements.</p> <p><b>Ballroom</b></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Provide AG1 Key.</p> <p><b>Dining Room</b> <del>AG1</del></p> <p><input type="checkbox"/> <input type="checkbox"/> Provide AG___ Key.</p> <p><b>Lounge</b> <del>AG4</del></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Provide AG4 Key.</p>	<p><b>Kitchen</b> <del>AG5</del></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Provide AG5 Key.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Lighting.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Range.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Range Hood.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Ansul System.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Dishwasher.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Refrigerator.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Freezer.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Warmer.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Ice Maker.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Cleaning Requirements.</p> <p><b>Sound System</b></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Issue Sound Room "X" Key.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Sound System.</p>
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Unless otherwise specified trash cans are emptied, restrooms are cleaned and restocked on a daily basis during weekdays.

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

**Special Arrangements:**

We may need additional tables

Would like keys for kitchen in the event that they need water, etc. a lounge as "break room" for vendors.

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

**Attachment "B"**  
**Community Center Checklist**

The Participant agrees to perform the following tasks:

<p><b>General</b></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Verify Count of Tables Issued.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Verify Count of Chairs Issued.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Obtain appropriate keys one business day prior to the event by 3:30 P.M.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Return keys within two (2) business days of event conclusion.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Fold Tables and Place along N Wall of Ballroom.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Fold Chairs and Place along N wall of Ballroom.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Fold Tables and Place on W Wall of Lounge.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Fold Chairs and Place on W Wall of Lounge.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Fold Tables and Place on N Wall of Dining Room.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Fold Chairs and Place on N Wall of Dining Room.</p> <p><b>Vendor(s)</b> <u>NO</u></p> <p><input type="checkbox"/> <input type="checkbox"/> Request to waive requirement for all vendors to have individual permits.</p>	<p><b>Cleaning</b></p> <p>Cleaning consists of removing decorations, sweeping and mopping and tying up garbage bags and place in dumpster. All areas should be left in the same or better condition as received.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Restrooms</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Kitchen</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Ballroom</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Dining Room</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Lounge</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Stage Area</p> <p><b>If Serving Alcohol</b> <u>NO</u></p> <p><input type="checkbox"/> <input type="checkbox"/> Obtain Special Event Liquor License with the Arizona Department of Liquor.</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Liquor Liability Insurance in the amount of \$1,000,000 naming the City of Willcox as additionally insured.</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Security approved by Willcox Public Safety Department.</p>
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- If your event includes decoration the facility please keep in mind that any damage from placing or removal may result in surrendering deposits.
- It is the responsibility of the Participant to verify that all furnishings included in the reservation agreement are in place and in good repair at the conclusion of the event. Replacement cost for missing or damaged items will be based on current replacement cost. Restitution must be made within five (5) business days of the event.
- All equipment or personal items belonging to the "Participant" shall be removed by 8:00 a.m. on the day following the event or additional rental fees may be charged.
- Premises shall be left clean and in good repair or deposit will be surrendered. Others charges may be assessed if significant damage occurs.
- City of Willcox officials reserve the right to enter / inspect the premises during the event.
- The "Participant" is responsible for establishing control of the area(s) requested for use. The City of Willcox is not responsible for loss due to acts of God or vandalism or by actions of others not affiliated with the City of Willcox.

**Contact information:**

Public Services & Works ----- 766-4213  
 Facilities & Park Maintenance ----- 507-0442  
 On-call ----- 766-2201

**Attachment "C"**  
**Community Center Fee Schedule**

**Deposit and Rental Fees**

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

	Fee Description	Fee Amount	Number of Days	Subtotal	Cash Rec'd.	Check #	Rept. #
X	Reservation Deposit	\$50.00		\$50.00			
X	Cleaning and Damage Deposit	\$125.00		\$125.00			
	Kitchen	\$53.56					
	Ballroom	\$167.38					
	Lounge	\$33.48					
	Ballroom & Kitchen	\$214.24					
	Ballroom & Dining Room	\$214.24					
	Ballroom, Dining Room & Kitchen	\$267.80					
	Ballroom & Lounge	\$194.16					
	Lounge & Dining Room	\$80.34					
	Lounge, Dining Room & Kitchen	\$133.90					
	Dining Room & Kitchen	\$100.43					
1	Entire Facility	\$301.28					
	<i>Check # 9822</i>			<i>301.28</i>			
				<i>125.00</i>			
				<i>176.28</i>			
				<i>\$ 476.28</i>			
				<b>Total Fees Due</b>			

Request to waive fees through City Council.

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

**Condition Verification**

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

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

\_\_\_\_\_ Significant damage has occurred directly related to this event.

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

\_\_\_\_\_  
City of Willcox Representative Signature

\_\_\_\_\_  
Date

**CITY OF WILLCOX**

82549

101 S. RAILROAD AVE., SUITE B  
WILLCOX AZ 85643-2136  
(520) 384-4271

**RECEIPT**

DATE 25 June 2010

RECEIVED FROM Willcox Chamber of Commerce & Agriculture \$ 525.00

Five hundred twenty-five and 00/100 DOLLARS

DESCRIPTION Reservation of cleaning/planning deposits for Aug 19  
(Job Fair), Sept 29-Oct 1 (Cowboy Hall of Fame), Dec 1 (X-mas Bnke Fest)

RAJ ck #9824 \$ 175.00

Hall of Fame ck #9823 \$ 175.00

Job Fair ck #9822 \$ 175.00

BY [Signature]

BOOKKEEPING COPY

**WILLCOX CHAMBER OF COMMERCE & AGRICULTURE**

1500 N. CIRCLE  
WILLCOX, AZ  
PH. (520) 384-4271

JPMORGAN CHASE BANK, N.A.  
PHOENIX, ARIZONA 85073  
91-2-1221

6/24/2010

PAY TO THE ORDER OF City of Willcox

\$\*175.00

One Hundred Seventy-Five and 00/100 \*\*\*\*\* DOLLARS

City of Willcox  
101 S. Railroad Ave.  
Willcox, AZ. 85643

*copy*

MEMO  
Deposit - Job Fair

⑈009822⑈ ⑈122100024⑈ 007157158⑈

WILLCOX CHAMBER OF COMMERCE  
& AGRICULTURE

1500 N. CIRCLE 1 RD.  
WILLCOX, AZ 85643  
PH. (520) 384-2272

JPMORGAN CHASE BANK, N.A.  
PHOENIX, ARIZONA 85073  
91-2-1221

6/24/2010

PAY TO THE  
ORDER OF City of Willcox

\$\*175.00

DOLLARS

One Hundred Seventy-Five and 00/100\*\*\*\*\*

City of Willcox  
101 S. Railroad Ave.  
Willcox, AZ 85643

MEMO  
Deposit - Cowboy Hall of Fame

⑆009823⑆ ⑆22100024⑆

007157158⑆

⑆⑆

Security Features Included. Details on back.

9823

081064 / 07-05

WILLCOX CHAMBER OF COMMERCE  
& AGRICULTURE

1500 N. CIRCLE 1 RD.  
WILLCOX, AZ 85643  
PH. (520) 384-2272

JPMORGAN CHASE BANK, N.A.  
PHOENIX, ARIZONA 85073  
91-2-1221

6/24/2010

PAY TO THE  
ORDER OF City of Willcox

\$\*175.00

DOLLARS

One Hundred Seventy-Five and 00/100\*\*\*\*\*

City of Willcox  
101 S. Railroad Ave.  
Willcox, AZ 85643

MEMO  
Deposit - Christmas Apple Festival

⑆009824⑆ ⑆22100024⑆

007157158⑆

⑆⑆

Security Features Included. Details on back.

9824

**CITY OF WILLCOX**  
**Request for Council Action**

**Agenda Item:** 19  
**Tab Number:** 14  
**Date:** 07-06-2010

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**Date Submitted:**

June 25, 2010

**Date Requested:**

July 6, 2010

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**Action:**

Resolution

Ordinance

Formal

Other

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**Subject:**

Willcox Chamber of  
Commerce and  
Agriculture requests  
use fees be waived for  
the Community  
Center.

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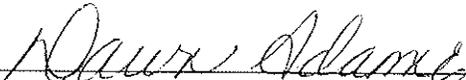
**To:** Honorable Mayor and City Council

**From:** Dave Bonner, Director Public Services & Works

**Discussion:** The Willcox Chamber of Commerce and Agriculture is requesting that the fees be waived for the use of the Community Center. Willcox Chamber of Commerce and Agriculture would like to hold their Cowboy Hall of Fame event in the Community Center. They are requesting use of the entire facility from 8:00 AM on September 29<sup>th</sup> through 3:00 PM on October 1, 2010.

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

**Fiscal Impact:** \$602.56

Prepared By:   
Dawn Adame, Public Services and Works

Approved By:   
Dave Bonner, Public Services and Works Director

Approved By:   
Pat McCourt, City Manager

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RECEIVED JUN 25 2010

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA  
Facilities Use Agreement

This Agreement made this 25<sup>th</sup> day of June, 2010,  
between Willcox Chamber of Commerce ("PARTICIPANT")  
and the City of Willcox through the City Public Works Department ("CITY") for the  
use of the City owned facilities by a private organization.

**ARTICLE I --- TERM OF AGREEMENT:**

The term of this agreement shall be Sept 29<sup>th</sup>, 2010, through  
Oct 1<sup>st</sup> 2010, unless earlier terminated by either party.

Please note starting time and ending time TO INCLUDE set up and tear down.

8:00 AM Sept 29<sup>th</sup> start time      3:00 PM Oct 1<sup>st</sup> end time

Notice of termination shall be provided at least ninety (90) days prior to the effective  
termination date.

**ARTICLE II --- CITY OWNED FACILITIES:**

This agreement shall be for the use of All of facility  
(facility and area/s)  
to be used for Cowboy Hall of Fame  
(type of event)  
to be used by Willcox Chamber - Public  
(example: public, family, friends)

PARTICIPANT wishes to use certain City owned facilities and the CITY is willing to  
permit the PARTICIPANT the primary use of the facilities under the conditions indicated  
in this Agreement and any Exhibit attached hereto during the term of this Agreement.

CITY agrees that it will perform the duties as outlined in Attachment "A".

PARTICIPANT agrees it will perform the duties as outlined in Attachment(s) "B".

PARTICIPANT agrees to pay the fees as are listed on Attachment "C".

**ARTICLE III --- INDEMNIFICATION AND INSURANCE**

PARTICIPANT agrees to secure liability Insurance to cover the term of this  
agreement in not less than the amount of one million dollars (\$1,000,000.00)  
which names the City as additionally insured.

Orig to OH 6/25/10

Each party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their participation while performing duties undertaken pursuant to this Agreement. The PARTICIPANT agrees to hold harmless the City, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from PARTICIPANT performance pursuant to this Agreement. The PARTICIPANT shall provide the CITY with current insurance certificates or the evidence of coverage as appropriate.

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

**ARTICLE IV --- MISC. PROVISIONS:**

**CANCELLATION FOR CONFLICT OF INTEREST**

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

**NONASSIGNABILITY**

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

**RIGHTS/OBLIGATIONS OF PARTIES ONLY**

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

**NOTICE REQUIREMENTS**

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

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

If to the PARTICIPANT:

Name: Kathy Smith  
Organization: Willcox Chamber of Commerce & Org.  
Contact Phone Number(s): (520) 384-2572 ( )  
Mailing Address: 1500 N. Circle Rd Willcox AZ 85643  
City State Zip Code

**SEVERABILITY**

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

**ENTIRE AGREEMENT**

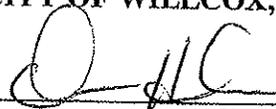
This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended or extended only by a written amendment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

**GOVERNING LAW**

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

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

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

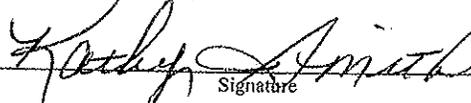
  
Signature

6-29-10  
Date

Oscar Hudson  
Printed Name

Facilities & Parks Supervisor  
Title

**PARTICIPANT**

  
Signature

June 25, 2010  
Date

Kathy Smith  
Printed Name

\_\_\_\_\_  
Title

**Attachment "A"**  
**Community Center Checklist**

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

<p><b>General</b></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Issue <u>34</u> Tables <i>(contracts will be supplied)</i>          (18 - 4 x 8, 9 - 4 x 4 - available)</p> <p><input type="checkbox"/> <input type="checkbox"/> Issue _____ Chairs          (100 - folding, 32 - padded - available).</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Restroom Cleaning Requirements.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Lighting.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Heating &amp; AC.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Cleaning Requirements.</p> <p><b>Ballroom</b></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Provide AG1 Key.</p> <p><b>Dining Room</b></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Provide AG___ Key.</p> <p><b>Lounge</b></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Provide AG4 Key.</p>	<p><b>Kitchen</b></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Provide AG5 Key.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Lighting.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Range.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Range Hood.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Ansul System.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Dishwasher.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Refrigerator.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Freezer.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Warmer.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Ice Maker.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Cleaning Requirements.</p> <p><b>Sound System</b></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Issue Sound Room "X" Key.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Sound System.</p>
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Unless otherwise specified trash cans are emptied, restrooms are cleaned and restocked on a daily basis during weekdays.

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

**Special Arrangements:**

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

**Attachment "B"**  
**Community Center Checklist**

The Participant agrees to perform the following tasks:

<p><b>General</b></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Verify Count of Tables Issued.</p> <p><input type="checkbox"/> <input type="checkbox"/> Verify Count of Chairs Issued.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Obtain appropriate keys one business day prior to the event by 3:30 P.M.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Return keys within two (2) business days of event conclusion.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Fold Tables and Place along N Wall of Ballroom.</p> <p><input type="checkbox"/> <input type="checkbox"/> Fold Chairs and Place along N wall of Ballroom.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Fold Tables and Place on W Wall of Lounge.</p> <p><input type="checkbox"/> <input type="checkbox"/> Fold Chairs and Place on W Wall of Lounge.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Fold Tables and Place on N Wall of Dining Room.</p> <p><input type="checkbox"/> <input type="checkbox"/> Fold Chairs and Place on N Wall of Dining Room.</p> <p><b>Vendor(s)</b> <i>ND</i></p> <p><input type="checkbox"/> <input type="checkbox"/> Request to waive requirement for all vendors to have individual permits.</p>	<p><b>Cleaning</b></p> <p>Cleaning consists of removing decorations, sweeping and mopping and tying up garbage bags and place in dumpster. All areas should be left in the same or better condition as received.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Restrooms</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Kitchen</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Ballroom</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Dining Room</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Lounge</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Stage Area</p> <p><b>If Serving Alcohol</b> <i>ND</i></p> <p><input type="checkbox"/> <input type="checkbox"/> Obtain Special Event Liquor License with the Arizona Department of Liquor.</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Liquor Liability Insurance in the amount of \$1,000,000 naming the City of Willcox as additionally insured.</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Security approved by Willcox Public Safety Department.</p>
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- If your event includes decoration the facility please keep in mind that any damage from placing or removal may result in surrendering deposits.
- It is the responsibility of the Participant to verify that all furnishings included in the reservation agreement are in place and in good repair at the conclusion of the event. Replacement cost for missing or damaged items will be based on current replacement cost. Restitution must be made within five (5) business days of the event.
- All equipment or personal items belonging to the "Participant" shall be removed by 8:00 a.m. on the day following the event or additional rental fees may be charged.
- Premises shall be left clean and in good repair or deposit will be surrendered. Others charges may be assessed if significant damage occurs.
- City of Willcox officials reserve the right to enter / inspect the premises during the event.
- The "Participant" is responsible for establishing control of the area(s) requested for use. The City of Willcox is not responsible for loss due to acts of God or vandalism or by actions of others not affiliated with the City of Willcox.

**Contact information:**

Public Services & Works ----- 766-4213  
 Facilities & Park Maintenance ----- 507-0442  
 On-call ----- 766-2201

**Attachment "C"**  
**Community Center Fee Schedule**

**Deposit and Rental Fees**

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

	Fee Description	Fee Amount	Number of Days	Subtotal	Cash Rec'd.	Check #	Rept. #
X	Reservation Deposit	\$50.00		\$50.00			
X	Cleaning and Damage Deposit	\$125.00		\$125.00			
	Kitchen	\$53.56					
	Ballroom	\$167.38					
	Lounge	\$33.48					
	Ballroom & Kitchen	\$214.24					
	Ballroom & Dining Room	\$214.24					
	Ballroom, Dining Room & Kitchen	\$267.80					
	Ballroom & Lounge	\$194.16					
	Lounge & Dining Room	\$80.34					
	Lounge, Dining Room & Kitchen	\$133.90					
	Dining Room & Kitchen	\$100.43					
2	Entire Facility	\$301.28		602.56			
	<i>Check # 9823</i>			<del>175.00</del>			
	<b>Total Fees Due</b>			<b>777.56</b>			

Request to waive fees through City Council.

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

**Condition Verification**

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

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

\_\_\_\_\_ Significant damage has occurred directly related to this event.

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

\_\_\_\_\_  
City of Willcox Representative Signature

\_\_\_\_\_  
Date

**CITY OF WILLCOX**  
**Request for Council Action**

Agenda Item: 20  
Tab Number: 15  
Date: 07-06-2010

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**Date Submitted:**  
June 25, 2010  
**Date Requested:**  
July 6, 2010

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**Action:**  
 Resolution  
 Ordinance  
 Formal  
 Other

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**Subject:**  
Willcox Chamber of  
Commerce and  
Agriculture requests  
use fees be waived for  
the Community  
Center.

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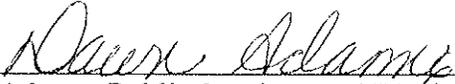
**To:** Honorable Mayor and City Council

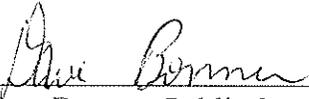
**From:** Dave Bonner, Director Public Services & Works

**Discussion:** The Willcox Chamber of Commerce and Agriculture is requesting that the fees be waived for the use of the Community Center. Willcox Chamber of Commerce and Agriculture would like to hold their Christmas Apple Festival in the Community Center. They are requesting use beginning at noon on December 1, 2010, through noon on December 5, 2010.

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

**Fiscal Impact:** \$903.84

Prepared By:   
Dawn Adame, Public Services and Works

Approved By:   
Dave Bonner, Public Services and Works Director

Approved By:   
Pat McCourt, City Manager

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RECEIVED JUN 25 2010

**CITY OF WILLCOX, COCHISE COUNTY, ARIZONA  
Facilities Use Agreement**

This Agreement made this 25<sup>th</sup> day of June, 2010,

between Willcox Chamber of Commerce ("PARTICIPANT")  
and the City of Willcox through the City Public Works Department ("CITY") for the  
use of the City owned facilities by a private organization.

**ARTICLE I --- TERM OF AGREEMENT:**

The term of this agreement shall be December 1<sup>st</sup>, 2010, through  
December 5<sup>th</sup> 2010, unless earlier terminated by either party.

Please note starting time and ending time TO INCLUDE set up and tear down.

12:00 Noon - Dec 1<sup>st</sup>  
start time

12:00 Noon - Dec 5<sup>th</sup>  
end time Clean Up

Notice of termination shall be provided at least ninety (90) days prior to the effective  
termination date.

**ARTICLE II --- CITY OWNED FACILITIES:**

This agreement shall be for the use of Full Facility  
(facility and area/s)  
to be used for Christmas Apple Festival  
(type of event)  
to be used by Public  
(example: public, family, friends)

PARTICIPANT wishes to use certain City owned facilities and the CITY is willing to  
permit the PARTICIPANT the primary use of the facilities under the conditions indicated  
in this Agreement and any Exhibit attached hereto during the term of this Agreement.

CITY agrees that it will perform the duties as outlined in Attachment "A".

PARTICIPANT agrees it will perform the duties as outlined in Attachment(s) "B".

PARTICIPANT agrees to pay the fees as are listed on Attachment "C".

**ARTICLE III --- INDEMNIFICATION AND INSURANCE**

PARTICIPANT agrees to secure liability Insurance to cover the term of this  
agreement in not less than the amount of one million dollars (\$1,000,000.00)  
which names the City as additionally insured.

Orig to City 6/25/10

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

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

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

#### ARTICLE IV — MISC. PROVISIONS:

##### **CANCELLATION FOR CONFLICT OF INTEREST**

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

##### **NONASSIGNABILITY**

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

##### **RIGHTS/OBLIGATIONS OF PARTIES ONLY**

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

##### **NOTICE REQUIREMENTS**

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

If to the CITY:

City of Willcox, Public Services and Works  
250 N. Railroad Avenue  
Willcox, Arizona 85643

If to the PARTICIPANT:

Name: Kathy Smith  
Organization: Willcox Chamber of Commerce & Ag  
Contact Phone Number(s): (520) 384-2292 ( )  
Mailing Address: 1500 N. Circle I Rd. Willcox AZ 85643  
City State Zip Code

**SEVERABILITY**

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

**ENTIRE AGREEMENT**

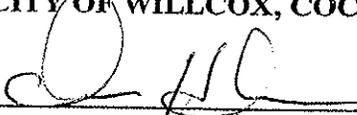
This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended or extended only by a written amendment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

**GOVERNING LAW**

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

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

**CITY OF WILLCOX, COCHISE COUNTY, ARIZONA**

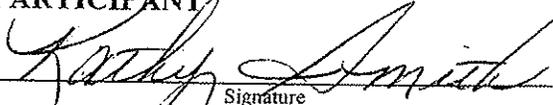
  
\_\_\_\_\_  
Signature

4-28-10  
\_\_\_\_\_  
Date

Oscar Hudson  
\_\_\_\_\_  
Printed Name

Facilities & Parks Supervisor  
\_\_\_\_\_  
Title

**PARTICIPANT**

  
\_\_\_\_\_  
Signature

June 25, 2010  
\_\_\_\_\_  
Date

Kathy Smith  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Attachment "A"**  
**Community Center Checklist**

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

<p><b>General</b></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Issue <u>5</u> Tables (18 - 4 x 8, 9 - 4 x 4 - available).</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Issue <u>10</u> Chairs (100 - folding, 32 - padded - available).</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Restroom Cleaning Requirements.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Lighting.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Heating &amp; AC.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Cleaning Requirements.</p> <p><b>Ballroom</b></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Provide AG1 Key.</p> <p><b>Dining Room</b></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Provide AG___ Key.</p> <p><b>Lounge</b></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Provide AG4 Key.</p>	<p><b>Kitchen</b></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Provide AG5 Key.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Lighting.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Range.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Range Hood.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Ansul System.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Dishwasher.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Refrigerator.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Freezer.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Warmer.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Ice Maker.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Cleaning Requirements.</p> <p><b>Sound System</b></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Issue Sound Room "X" Key.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Review Operation of Sound System.</p>
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Unless otherwise specified trash cans are emptied, restrooms are cleaned and restocked on a daily basis during weekdays.

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

**Special Arrangements:**

*Outside vendor will require electricity*

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

**Attachment "B"**  
**Community Center Checklist**

The Participant agrees to perform the following tasks:

<p><b>General</b></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Verify Count of Tables Issued.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Verify Count of Chairs Issued.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Obtain appropriate keys one business day prior to the event by 3:30 P.M.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Return keys within two (2) business days of event conclusion.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Fold Tables and Place along N Wall of Ballroom.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Fold Chairs and Place along N wall of Ballroom.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Fold Tables and Place on W Wall of Lounge.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Fold Chairs and Place on W Wall of Lounge.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Fold Tables and Place on N Wall of Dining Room.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Fold Chairs and Place on N Wall of Dining Room.</p> <p><b>Vendor(s)</b></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Request to waive requirement for all vendors to have individual permits.</p>	<p><b>Cleaning</b></p> <p>Cleaning consists of removing decorations, sweeping and mopping and tying up garbage bags and place in dumpster. All areas should be left in the same or better condition as received.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Restrooms</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Kitchen</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Ballroom</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Dining Room</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Lounge</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Clean Stage Area</p> <p><b>If Serving Alcohol</b> <i>NO</i></p> <p><input type="checkbox"/> <input type="checkbox"/> Obtain Special Event Liquor License with the Arizona Department of Liquor.</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Liquor Liability Insurance in the amount of \$1,000,000 naming the City of Willcox as additionally insured.</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Security approved by Willcox Public Safety Department.</p>
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- If your event includes decoration the facility please keep in mind that any damage from placing or removal may result in surrendering deposits.
- It is the responsibility of the Participant to verify that all furnishings included in the reservation agreement are in place and in good repair at the conclusion of the event. Replacement cost for missing or damaged items will be based on current replacement cost. Restitution must be made within five (5) business days of the event.
- All equipment or personal items belonging to the "Participant" shall be removed by 8:00 a.m. on the day following the event or additional rental fees may be charged.
- Premises shall be left clean and in good repair or deposit will be surrendered. Others charges may be assessed if significant damage occurs.
- City of Willcox officials reserve the right to enter / inspect the premises during the event.
- The "Participant" is responsible for establishing control of the area(s) requested for use. The City of Willcox is not responsible for loss due to acts of God or vandalism or by actions of others not affiliated with the City of Willcox.

**Contact information:**

Public Services & Works ----- 766-4213  
 Facilities & Park Maintenance ----- 507-0442  
 On-call ----- 766-2201

**Attachment "C"**  
**Community Center Fee Schedule**

**Deposit and Rental Fees**

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

	Fee Description	Fee Amount	Number of Days	Subtotal	Cash Rec'd.	Check #	Rept. #
X	Reservation Deposit	\$50.00		\$50.00			
X	Cleaning and Damage Deposit	\$125.00		\$125.00			
	Kitchen	\$53.56					
	Ballroom	\$167.38					
	Lounge	\$33.48					
	Ballroom & Kitchen	\$214.24					
	Ballroom & Dining Room	\$214.24					
	Ballroom, Dining Room & Kitchen	\$267.80					
	Ballroom & Lounge	\$194.16					
	Lounge & Dining Room	\$80.34					
	Lounge, Dining Room & Kitchen	\$133.90					
	Dining Room & Kitchen	\$100.43					
3	Entire Facility	\$301.28		90.3.84			
	<i>Check # 9824</i>			<b>Total Fees Due</b>			

Request to waive fees through City Council.

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

1078<sup>84</sup>

**Condition Verification**

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

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

\_\_\_\_\_ Significant damage has occurred directly related to this event.

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

\_\_\_\_\_  
City of Willcox Representative Signature

\_\_\_\_\_  
Date

17  
**CITY OF WILLCOX  
REQUEST FOR COUNCIL ACTION**

Agenda Item 21  
Tab Number 16  
Date: 7/6/2010

<u>Date Submitted:</u>	<u>Action:</u>	<u>Subject:</u>
June 28, 2010	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal	Utilities Accounts Receivable Write-off of Uncollectible Accounts

TO: MAYOR AND COUNCIL  
FROM: Finance Director Ruth Graham

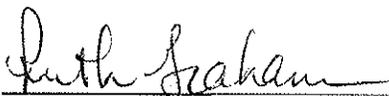
**Discussion:** Periodically the City adjusts its Utility Accounts Receivable balances to reflect that certain accounts have become non-collectible. Permission is requested to write off terminated utility accounts closed prior to 2009 with unpaid outstanding balances totaling \$50,247.73. The beginning balance of these accounts totaled \$68,128.46. Of that amount, \$17,880.73 or 26.25%, has been collected. Write-offs of uncollectible accounts are required to accurately reflect the receivables the City will realize. The last write-off was done in June, 2006. A list of the current accounts at collection, for accounts terminated on or after January 2, 2009, is also attached for your information. As the City moves forward, uncollectible accounts will be presented to Council for its consideration on a semi-annual basis.

We actively monitor our accounts receivable. We attempt to work with the customer when possible to make payment arrangements. If those arrangements are not honored, full payment is required to maintain services. We encourage our customers to seek public assistance when possible. When an account is closed, a termination billing is sent immediately. Follow up letters are sent on unpaid closed accounts at 30 and 40 days. We have had a very good response to these letters and as a result have had to send fewer customers to collections. If the accounts are still unpaid at 90 days, they are sent to our collection agent, Professional Collection Services. Accounts are sent monthly. The collection rate on our current account is about 23%, as shown on the attached summary. When a customer comes in to open a new account, we check our records to determine if that customer has an outstanding balance due and whenever possible require payment before new services are connected

**RECOMMENDATION:** Motion to approve a write-off of uncollectible utility accounts in the amount of \$50,247.73, with \$16,581.75 or 33% to gas, \$11,054.50 or 22% to water, \$9,547.07 or 19% to sewer and \$13,064.41 or 26% to refuse.

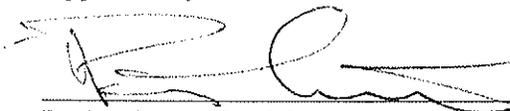
**FINANCIAL IMPACT:** \$50,247.73 in reduced Utilities accounts receivable.

Submitted by:



Ruth Graham, Finance Director

Approved by:



Pat McCourt, City Manager

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**CITY OF WILLCOX , COCHISE COUNTY, ARIZONA  
RESOLUTION NO: 2010-74**

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**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF  
WILLCOX, COCHISE COUNTY, ARIZONA, TO FORMALLY APPROVE  
AND AUTHORIZE THE WRITE-OFF OF CERTAIN TERMINATED  
UTILITY ACCOUNTS WITH UNCOLLECTIBLE AND UNPAID  
BALANCES AND AUTHORIZING THE MAYOR TO EXECUTE THIS  
RESOLUTION AND DECLARING AN EMERGENCY TO EXIST**

**WHEREAS**, pursuant to A.R.S. § 9-240, the Mayor and Council shall have the control and power over the affairs, finances and property of the corporation and to appropriate money to provide for the payment of its debts and expenses; and

**WHEREAS**, the Mayor and Council are empowered pursuant to A.R.S. § 9-511 to engage in business of public nature and to operate utility systems; and

**WHEREAS**, the City of Willcox, through Professional Collection Services, have undertaken collection actions to collect on terminated utility accounts; and

**WHEREAS**, the City of Willcox, through its Director of Finance, have determined that certain total utility accounts with unpaid balances of \$50,247.73 with \$16,581.75 for gas; \$11,054.50 for water; \$9,547.07 for sewer; and \$13,064.41 for refuse which are deemed uncollectible and/or it is not economically feasible to pursue collection actions and should not be pursued; and

**WHEREAS**, the Mayor and Council of the City of Willcox have determined that it is in the best interest of the City and its residents to approve and authorize the write-offs related to utility accounts determined by the Director of Finance to be uncollectible; and

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

**BE IT RESOLVED** by the Mayor and Council of the City of Willcox, Cochise County, Arizona, that the City hereby gives formal approval and authorization for the Mayor to execute this Resolution and to direct City Staff to take whatever steps are necessary to accomplish the accounting action.

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

**PASSED AND ADOPTED** by the Mayor and Council of the City of Willcox, Cochise County, Arizona this \_\_\_\_\_ day of July 2010.

**APPROVED/EXECUTED:**

\_\_\_\_\_  
MAYOR, GERALD W. LINDSEY

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Clerk, Cristina G. Whelan, CMC

\_\_\_\_\_  
City Attorney, Hector M. Figueroa

**RESOLUTION NO: 2010-74**

**CITY OF WILLCOX  
WRITE-OFF OF ACCOUNTS RECEIVABLE  
COLLECTION ACCOUNTS PRIOR TO 7/1/2009**

AMOUNT OWED	AMOUNT PAID	DATE SENT		AMOUNT OWED	AMOUNT PAID	DATE SENT
\$254.82		8/15/2008	//	\$178.70		1/4/2007
\$209.93	\$209.93	8/15/2008	//	\$369.21		12/22/2006
\$35.72		8/15/2008	//	\$145.30		12/22/2006
\$79.43	\$79.43	7/15/2008	//	\$53.41		12/22/2006
\$501.33	\$501.33	7/15/2008	//	\$145.33		11/3/2006
\$366.58	\$366.58	7/15/2008	//	\$272.15	\$272.15	11/3/2006
\$91.60	\$91.60	7/15/2008	//	\$84.50		11/3/2006
\$563.26		6/18/2008	//	\$179.80		11/3/2006
\$70.01	\$70.01	6/16/2008	//	\$56.24		11/3/2006
\$929.28		6/16/2008	//	\$90.02		11/3/2006
\$294.82		6/16/2008	//	\$1,167.18		11/3/2006
\$151.53	\$151.53	6/16/2008	//	\$250.25		11/3/2006
\$624.48		6/16/2008	//	\$188.47		10/16/2006
\$310.67		6/16/2008	//	\$533.79		10/16/2006
\$97.30	\$97.30	6/16/2008	//	\$177.60		10/16/2006
\$550.67		6/16/2008	//	\$256.83		10/16/2006
\$177.75		5/15/2008	//	\$93.51	\$93.51	10/16/2006
\$271.36	\$271.36	5/15/2008	//	\$265.24		10/16/2006
\$355.89		5/15/2008	//	\$112.74	\$112.74	10/16/2006
\$37.04	\$37.04	5/15/2008	//	\$328.25		10/16/2006
\$36.12		5/15/2008	//	\$150.20	\$150.20	10/16/2006
\$446.79		5/15/2008	//	\$158.75	\$55.00	10/16/2006
\$133.09	\$133.09	5/15/2008	//	\$109.17		9/7/2006
\$66.54		5/15/2008	//	\$111.53		9/7/2006
\$135.97		5/15/2008	//	\$381.92		9/7/2006
\$240.41		4/21/2008	//	\$157.67		9/7/2006
\$246.38		4/21/2008	//	\$86.64		9/7/2006
\$359.44		4/21/2008	//	\$250.61	\$250.61	9/7/2006
\$460.43		4/21/2008	//	\$602.75	\$150.00	9/7/2006
\$124.89	\$124.89	4/21/2008	//	\$211.08	\$211.08	9/7/2006
\$447.57		4/21/2008	//	\$89.17		8/7/2006
\$425.60		3/24/2008	//	\$144.65		8/7/2006
\$269.31		3/24/2008	//	\$60.16		8/7/2006
\$142.56	\$142.56	3/24/2008	//	\$262.19		8/7/2006
\$73.53	\$73.53	2/18/2008	//	\$147.65		8/7/2006
\$65.88	\$65.88	2/18/2008	//	\$60.69		8/7/2006
\$144.18		2/18/2008	//	\$54.47	\$54.47	8/7/2006
\$212.88		2/18/2008	//	\$145.94	\$145.94	8/7/2006
\$257.93		2/18/2008	//	\$127.13	\$127.13	7/20/2006
\$181.79	\$181.79	2/18/2008	//	\$115.75		7/20/2006
\$109.25		2/18/2008	//	\$527.13		7/20/2006
\$95.34		2/18/2008	//	\$72.92		7/20/2006
\$304.73		2/18/2008	//	\$107.42	\$107.42	7/20/2006
\$320.10		2/18/2008	//	\$302.53		7/20/2006
\$66.37		1/16/2008	//	\$101.61		7/7/2006
\$227.19		1/16/2008	//	\$110.01		7/7/2006
\$64.12		1/16/2008	//	\$633.74		7/7/2006

**CITY OF WILLCOX  
WRITE-OFF OF ACCOUNTS RECEIVABLE  
COLLECTION ACCOUNTS PRIOR TO 7/1/2009**

AMOUNT OWED	AMOUNT PAID	DATE SENT		AMOUNT OWED	AMOUNT PAID	DATE SENT
\$97.93		12/15/2008	//	\$192.47	\$192.47	9/17/2007
\$128.65		12/15/2008	//	\$192.81		8/15/2007
\$39.70	39.7	12/15/2008	//	\$118.06		8/15/2007
\$219.16		12/15/2008	//	\$292.24	\$292.24	8/15/2007
\$278.10		12/15/2008	//	\$176.87		8/15/2007
\$61.36	\$61.36	12/15/2008	//	\$164.38		8/15/2007
\$231.00		12/15/2008	//	\$33.91	\$33.91	8/15/2007
\$237.88		12/15/2008	//	\$114.22	\$24.22	7/20/2007
\$277.41		12/15/2008	//	\$162.29	\$162.29	7/20/2007
\$264.74		12/15/2008	//	\$83.05		7/20/2007
\$59.96		11/17/2008	//	\$183.02		7/20/2007
\$783.78		11/17/2008	//	\$100.06		7/20/2007
\$112.49		11/17/2008	//	\$61.20	\$47.25	7/20/2007
\$152.58		11/17/2008	//	\$942.94		6/15/2007
\$485.11		11/17/2008	//	\$494.73		6/15/2007
\$261.95		11/17/2008	//	\$276.49		6/15/2007
\$119.33		11/17/2008	//	\$195.30		6/15/2007
\$113.91		11/17/2008	//	\$368.30	\$368.30	6/15/2007
\$206.59		11/17/2008	//	\$111.35	\$111.35	6/15/2007
\$255.07	\$206.59	11/17/2008	//	\$202.72		6/15/2007
\$439.56	\$439.56	11/17/2008	//	\$378.17		6/15/2007
\$216.24		10/15/2008	//	\$941.70	\$100.00	5/15/2007
\$562.29		10/15/2008	//	\$58.67	\$58.67	5/15/2007
\$274.41		10/15/2008	//	\$209.55		5/15/2007
\$43.44		10/15/2008	//	\$784.99	\$80.00	5/15/2007
\$189.58		10/15/2008	//	\$263.03		5/15/2007
\$97.34	\$97.34	10/15/2008	//	\$261.38	\$261.38	5/15/2007
\$231.00		10/15/2008	//	\$345.36		5/15/2007
\$236.69		10/15/2008	//	\$486.24		4/16/2007
\$395.20		9/23/2008	//	\$60.24	\$60.24	4/16/2007
\$276.72		9/23/2008	//	\$175.88		4/16/2007
\$112.41	\$112.41	9/23/2008	//	\$186.10		4/16/2007
\$31.51	\$31.51	9/23/2008	//	\$225.69	\$225.69	4/16/2007
\$128.06	\$128.06	9/23/2008	//	\$26.77	\$26.77	4/16/2007
\$155.44	\$155.44	9/23/2008	//	\$190.20	\$190.20	3/5/2007
\$334.15	\$334.15	9/23/2008	//	\$635.43	\$635.43	3/5/2007
\$176.75		9/23/2008	//	\$184.92		3/5/2007
\$64.89		9/23/2008	//	\$108.20		2/2/2007
\$261.64		9/23/2008	//	\$110.46		2/2/2007
\$132.41		9/23/2008	//	\$84.80	\$84.80	2/2/2007
\$112.16		9/23/2008	//	\$256.10		2/2/2007
\$422.88		8/15/2008	//	\$138.96		2/2/2007
\$152.08		8/15/2008	//	\$410.79		2/2/2007
\$131.17		8/15/2008	//	\$134.60	\$134.60	1/4/2007
\$134.81		8/15/2008	//	\$151.74		1/4/2007
\$177.49	\$177.49	8/15/2008	//	\$125.64		1/4/2007
\$184.96	\$184.96	8/15/2008	//	\$67.11		1/4/2007

**CITY OF WILLCOX  
UTILITIES ACCOUNTS RECEIVABLE SENT TO COLLECTIONS**

AMOUNT OWED	AMOUNT PAID	DATE SENT		AMOUNT OWED	AMOUNT PAID	DATE SENT
\$366.75		6/15/2010		\$180.02		6/15/2010
\$44.73		6/15/2010		\$183.31		6/15/2010
\$486.80		6/15/2010		\$153.29		6/15/2010
\$647.21		6/15/2010		\$289.51		5/17/2010
\$163.38		6/15/2010		\$277.56		5/17/2010
\$73.50		6/15/2010		\$204.04		5/17/2010
\$88.40		5/17/2010		\$216.26		4/15/2010
\$283.81		5/17/2010		\$122.53		4/15/2010
\$338.97		5/15/2010		\$282.13		4/15/2010
\$186.78		4/15/2010		\$118.29		3/18/2010
\$343.37	\$343.37	4/15/2010		\$475.87		3/18/2010
\$323.21		4/15/2010		\$313.36		3/18/2010
\$291.62		4/15/2010		\$220.30		2/15/2010
\$219.89		4/15/2010		\$79.35	\$79.35	2/15/2010
\$228.75	\$228.75	3/18/2010		\$55.90		2/15/2010
\$36.39		2/15/2010		\$299.25		2/15/2010
\$189.77		2/15/2010		\$60.32		1/15/2010
\$159.28		2/15/2010		\$65.58		1/15/2010
\$379.43		2/15/2010		\$314.77	\$314.77	12/15/2009
\$915.44		2/15/2010		\$76.91	\$76.91	12/15/2009
\$371.75		1/15/2010		\$109.74	\$109.74	12/15/2009
\$228.60		1/15/2010		\$189.29		12/15/2009
\$126.09		1/15/2010		\$345.18		11/16/2009
\$181.16	\$181.16	1/15/2010		\$172.89		11/16/2009
\$159.67		1/15/2010		\$170.35		11/16/2009
\$225.54		12/15/2009		\$1,156.65		11/16/2009
\$186.41	\$46.76	12/15/2009		\$169.48		10/15/2009
\$335.17		12/15/2009		\$112.97	\$112.97	9/15/2009
\$74.21	\$74.21	12/15/2009		\$145.91		9/15/2009
\$50.37		12/15/2009		\$436.17		9/15/2009
\$89.76		11/16/2009		\$85.22		9/15/2009
\$583.08		11/16/2009		\$208.76		8/17/2009
\$150.17		11/16/2009		\$415.40	\$300.00	8/17/2009
\$87.01		11/16/2009		\$160.29	\$160.29	8/17/2009
\$203.21		10/15/2009		\$206.60	\$206.60	7/15/2009
\$39.90		10/15/2009		\$122.37		7/15/2009
\$276.42		10/15/2009		\$537.08		7/15/2009
\$137.21		10/15/2009		\$364.57	\$364.57	7/15/2009
\$320.48		10/15/2009		\$650.40		7/15/2009
\$66.54		9/15/2009		\$38.56		8/17/2009
\$172.57		9/15/2009		\$103.59		8/17/2009
\$163.03		9/15/2009		\$33.29		7/15/2009
\$124.32	\$124.32	8/17/2009		\$200.31		7/15/2009
\$50.00		8/17/2009		\$169.54		7/15/2009
\$178.37		8/17/2009		\$592.91	\$276.16	7/15/2009
\$149.02		8/17/2009		\$284.94		7/15/2009

<b>2009-2010 Accounts Sent to Collection Grand Total</b>	<b>AMOUNT OWED \$21,668.55</b>	<b>AMOUNT PAID \$2,999.93</b>	<b>% COLLECTED 13.84%</b>
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**CITY OF WILLCOX  
WRITE-OFF OF ACCOUNTS RECEIVABLE  
COLLECTION ACCOUNTS PRIOR TO 7/1/2009**

AMOUNT OWED	AMOUNT PAID	DATE SENT		AMOUNT OWED	AMOUNT PAID	DATE SENT
\$108.33		1/16/2008	//	\$122.60		7/7/2006
\$45.99	\$45.99	1/16/2008	//	\$169.86		7/7/2006
\$3,415.51		1/16/2008	//	\$242.76		7/7/2006
\$134.76	\$134.76	1/16/2008	//	\$119.57		7/7/2006
\$183.52		1/16/2008	//	\$180.32		7/7/2006
\$147.35		12/17/2007	//	\$98.80	\$98.80	7/7/2006
\$344.56		12/17/2007	//	\$419.54		7/7/2006
\$70.55	\$70.55	12/17/2007	//	\$785.68		7/7/2006
\$183.00		12/17/2007	//	\$216.14		7/7/2006
\$133.36	\$133.36	12/17/2007	//	\$305.48		7/7/2006
\$556.89		12/17/2007	//	\$204.06		7/7/2006
\$215.12		12/17/2007	//	\$168.05		7/7/2006
\$376.42		12/17/2007	//	\$302.13		7/7/2006
\$38.60	\$38.60	11/15/2007	//	\$166.11	\$166.11	7/7/2006
\$48.98	\$48.98	11/15/2007	//	\$74.69	\$74.69	7/7/2006
\$121.04	\$121.04	11/15/2007	//	\$637.60		6/9/2006
\$207.76	\$207.76	11/15/2007	//	\$342.83		6/9/2006
\$137.56	\$137.56	11/15/2007	//	\$755.52		6/9/2006
\$176.14		11/15/2007	//	\$345.85	\$100.85	4/12/2006
\$63.13		11/15/2007	//	\$410.79		4/12/2006
\$136.91		10/15/2007	//	\$193.20		4/12/2006
\$56.81		10/15/2007	//	\$707.83		4/12/2006
\$61.00	\$61.00	10/15/2007	//	\$281.08		4/12/2006
\$214.23		9/17/2007	//	\$219.09		4/12/2006
\$413.45	\$413.45	9/17/2007	//	\$369.16		4/12/2006
\$534.12		9/17/2007	//	\$134.99	\$134.99	4/12/2006
\$407.67		9/17/2007	//	\$5,102.65	\$5,102.65	4/12/2006
\$162.52	\$20.00	9/17/2007	//	\$374.30	\$374.30	4/12/2006
\$245.18	\$245.18	9/17/2007	//	\$124.61	\$124.61	4/12/2006
\$172.31		9/17/2007	//	\$361.74	\$361.74	4/12/2006
\$373.60		9/17/2007	//	\$623.74		4/12/2006
\$520.80	\$173.60	9/17/2007	//	\$103.68	\$103.68	4/12/2006
			//	\$61.87		

	AMT OWED	AMT PAID	% COLLECTED	BALANCE TO WRITE-OFF
2008 Sub-total	\$25,581.95	4747.17	18.56%	\$20,834.78
2007 Sub-total	\$17,766.89	\$4,760.89	26.80%	\$13,006.00
2006 Sub-total	\$24,779.62	8372.67	33.79%	\$16,406.95
<b>Grand Total</b>	<b>\$68,128.46</b>	<b>\$17,880.73</b>	<b>26.25%</b>	<b>\$50,247.73</b>

DISTRIBUTION BY UTILITY:		
Gas	\$16,581.75	33%
Water	\$11,054.50	22%
Sewer	\$9,547.07	19%
Refuse	\$13,064.41	26%
	<b>\$50,247.73</b>	

**CITY OF WILLCOX  
REQUEST FOR COUNCIL ACTION**

Agenda Item 22  
Tab Number 17  
Date: 07/05/2010.

**Date Requested:**

**JULY 7, 2010**

**Resolution**

**Ordinance**

**Formal**

City of Willcox  
Fraud Risk  
Management Policy

To: MAYOR AND COUNCIL

From: Finance Director Ruth Graham

**DISCUSSION:**

Staff is recommending the adoption of a Fraud Risk Management Policy to facilitate the development of controls for the detection and prevention of fraud against the City. The policy will establish guidelines and assign responsibilities for the development of controls and conduct of investigations. It defines actions constituting fraud and other irregularities, investigation responsibilities, confidentiality, authorization for investigating suspected fraud, reporting procedures, termination and administration.

Any irregularities detected or suspected shall be reported to the City Manager, the City Attorney, the Audit Committee and other affected areas. The policy defines the Audit Committee as the members of the City Council or those members designated by the City Council to serve as such members.

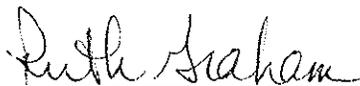
Adoption of such a policy will also address a FY2008-2009 internal control finding from our auditors, Hinton Burdick, as follows: "We recommend that the City formally develop and implement a fraud risk management program that is appropriate for the size and complexity of the City, including identifying fraud risks and taking appropriate action to reduce or eliminate risks."

**FINANCIAL IMPACT:** N/A.

**RECOMMENDATION:**

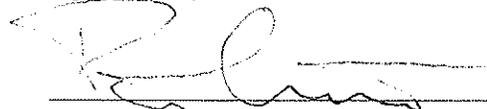
Motion to approve the proposed City of Willcox, Cochise County, Arizona, Fraud Risk Management Policy.

Submitted by:



Ruth Graham

Approved by:



Pat McCourt, City Manager

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**RESOLUTION NO. 2010-75**

**A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA (“CITY”) APPROVING AND AUTHORIZING THE FRAUD RISK MANAGEMENT POLICY TO FACILITATE THE DEVELOPMENT OF CONTROLS FOR THE DETECTION AND PREVENTION OF FRAUD AGAINST THE CITY, AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST**

**WHEREAS**, the Mayor and Council of the City of Willcox shall have control of the finances and property of the corporation pursuant to A.R.S. Section 9-240(A) and Section 9-499.01 et seq.; and

**WHEREAS**, local governments in Arizona are authorized to establish guidelines and assign responsibilities for the development of controls and conduct of investigations; and

**WHEREAS**, the Mayor and Council of the City of Willcox are empowered to adopt a Fraud Risk Management (FRM) Policy to address an internal control finding from auditors contracted to audit the city’s financial records; and

**WHEREAS**, the Mayor and Council of the City of Willcox desire to approve and adopt a FRM Policy that is appropriate for the size and complexity of the City to include identifying fraud risks and taking appropriate action to reduce or eliminate risks; and

**WHEREAS**, the Mayor and Council desire to have this Resolution presented at its July 6<sup>th</sup>, 2010 Council Meeting and has determined that approval of this Resolution to formally approve and adopt the FRM Policy is in the best interest of the City of Willcox and its residents; and

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

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

Section 1: The **CITY** formally approves and adopts Resolution No: 2010-75.

Section 2: The **CITY** formally approves and adopts the FRM Policy as presented.

Section 3: City Staff are directed and authorized to take necessary action to carry out the intent of this Resolution.

Section 4: The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by Mayor and Council of the City of Willcox, Cochise County, Arizona.

Section 5: The Mayor is authorized and empowered to execute this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Willcox, Cochise County, Arizona, this \_\_\_\_ day of July, 2010.

**APPROVED/EXECUTED:**

\_\_\_\_\_  
MAYOR, GERALD W. LINDSEY

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk, Cristina G. Whelan, CMC

\_\_\_\_\_  
City Attorney, Hector M. Figueroa

**RESOLUTION NO. 2010-75**

CITY OF WILLCOX  
COCHISE COUNTY, ARIZONA

FRAUD RISK MANAGEMENT POLICY

This Fraud Policy is established to facilitate the development of controls that will aid in the detection and prevention of fraud against the City of Willcox (hereinafter "the City"). It is the intent of the City to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

Scope

This policy applies to any irregularity, or suspected irregularity, involving employees, as well as City Council members, attorneys, judges, vendors, contractors, outside agencies doing business with the City or its employees, and/or any other parties with a business relationship with the City. Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to the City.

Policy

Management is responsible for the detection and prevention of fraud, misappropriations, and other irregularities. Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Each member of the management team will be familiar with the types of improprieties that might occur within his or her area of responsibility and be alert for any indication of irregularity. Any irregularity that is detected or suspected must be reported immediately to the City Manager of the City, who coordinates all investigations with the City Attorney, the Audit Committee and other affected areas, both internal and external.

Audit Committee

The Audit Committee will be comprised of the members of the City Council or those members designated by the City Council to serve as Audit Committee members.

Actions Constituting Fraud

The terms defalcation, misappropriation, and other fiscal irregularities refer to, but are not limited to:

- Any dishonest or fraudulent act.
- Misappropriation to funds, securities, supplies, or other assets.
- Impropriety in the handling or reporting of money or financial transactions.
- Profiteering as a result of insider knowledge of City activities.
- Disclosing confidential and proprietary information to outside parties.

- Disclosing to others securities activities engaged in or contemplated by the City.
- Accepting or seeking anything of material value from contractors, vendors, or persons providing services and/or materials to the City. An exception is made for gifts valued at less than \$50.00.
- Destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment.
- Any similar or related irregularity.

### Other Irregularities

Irregularities concerning an employee's moral, ethical, or behavioral conduct should be resolved by departmental management and Human Resources. If there is any question as to whether an action constitutes fraud, contact the City Manager for guidance.

### Investigation Responsibilities

The City Manager has the primary responsibility for the investigation of all suspected fraudulent acts as defined in the policy. If the investigation substantiates that fraudulent activities have occurred, the City Manager will issue reports to the Audit Committee, City Council, and the City Attorney. Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with the City Council and the City Attorney, as will final decisions on disposition of the case.

### Confidentiality

The City will treat all information received confidentially. Any employee who suspects dishonest or fraudulent activity will notify their Department Head immediately, and should not attempt to personally conduct investigations, interviews and/or interrogations related to any suspected fraudulent act. Investigations results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect the City from potential civil liability.

### Authorization for Investigating Suspected Fraud

The City Manager, City Attorney, and Audit Committee will have:

- Free and unrestricted access to all City records and premises.
- The authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, or other storage facilities on the premises without prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of their investigation.

## Reporting Procedures

Great care must be taken in the investigation of suspected improprieties or irregularities so as to avoid mistaken accusations or alerting suspected individuals that an investigation is under way. An employee who discovers or suspects fraudulent activity will contact their Department Head immediately. The employee or other complainant may remain anonymous. All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the City Manager or the City Attorney. No information concerning the status of an investigation will be given out. The proper response to any inquiries is: "I am not at liberty to discuss this matter." Under no circumstances should any reference be made to "the allegation," "the crime," "the fraud," "the forgery," "the misappropriations," or any other specific reference.

The reporting individual should be informed of the following:

- Do not contact the suspected individual in an effort to determine facts or demand restitution.
- Do not discuss the case, facts, suspicions, or allegations with anyone unless specifically asked to do so by the City Manager or the City Attorney.

## Termination

If an investigation results in a recommendation to terminate an individual, the recommendation will be reviewed for approval by the designated representatives from Human Resources, the City Manager, and the City Attorney before any such action is taken. The decision to terminate is made by the City Manager. Should Human Resources or the City Attorney believe that the City Manager's decision is inappropriate for the facts presented the matter will be presented to the City Council for consideration and decision.

## Administration

The City Manager is responsible for the administration, revision, interpretation, and application of this policy. The policy will be reviewed annually and revised as needed. Employees will be trained on the contents and procedures of this policy.

## Fraud Risk Management Policy Approval

This plan was reviewed and adopted by the Willcox City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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**CITY OF WILLCOX  
REQUEST FOR COUNCIL ACTION**

Agenda Item: 23  
Tab Number: 18  
Date: 07-06-2010

<b>Date Submitted:</b> 6/1/2010 <b>Date Requested:</b> 6/07/2010

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

<b>Subject: Approve          Resolution to Award and          Approve Contract for          Public Safety Complex          Façade Improvements</b>

**TO: MAYOR AND COUNCIL**

**DISCUSSION:**

The initial design for the Public Safety Complex it included a concept to pull the two separate buildings together to give the appearance of one building. There was also significant discussion on a full covered breezeway. The breezeway concept was over \$50,000 and the building engineer was not comfortable with the proposed mounting of the product selected. Ultimately, we requested bids on façade improvements to tie the buildings together. An elevation drawing is included.

**RECOMMENDATION:**

Approve resolution to award contract and authorize the Mayor to execute contract with Mascot Homes and Construction, LLC.

**FISCAL IMPACT:**

\$13,239.38 from Public Safety construction bond.

**Prepared by:**

*Dave Bonner*  
**Dave Bonner, Public Services & Works Director**

**Approved by:**

*Pat McCourt*  
**Pat McCourt, City Manager**



**RESOLUTION NO. 2010-76**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA (“OWNER”) APPROVING AND AUTHORIZING THE CONTRACT FOR THE PUBLIC SAFETY COMPLEX FACADE WITH MASCOT HOMES AND CONSTRUCTION, LLC (“CONTRACTOR”) AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.**

**WHEREAS**, the City of Willcox (“OWNER”) is authorized and empowered to have control of the finances and property of the corporation and to manage, construct or remodel structures or property necessary or proper to carry out the purposes of the corporation, within and without its limits pursuant to A.R.S. §§ 9-240 (A) and 9-241 (A); and

**WHEREAS**, the OWNER has followed the bidding process to obtain the services of a Contractor to undertake the construction of the Public Safety Complex Façade; and

**WHEREAS**, CONTRACTOR has submitted a bid to undertake the construction work put out to bid pursuant to bid specifications; and

**WHEREAS**, OWNER and CONTRACTOR desire to enter into a contract to undertake the construction work pursuant to the terms and conditions enumerated therein; and

**WHEREAS**, the Mayor and Council have determined that formal action on this Resolution is in the best interest of the CITY, its citizens and the surrounding communities; and,

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

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

**Section 1:** The CITY formally approves and adopts the CONTRACT as presented.

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

**Section 3:** The Mayor is authorized and empowered to execute this Resolution and the City Manager is authorized to execute the CONTRACT.

**PASSED AND ADOPTED BY MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA this \_\_\_\_\_ day of July 2010.**

**APPROVED/EXECUTED:**

\_\_\_\_\_  
MAYOR, GERALD W. LINDSEY

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Clerk, Cristina G. Whelan, CMC

\_\_\_\_\_  
City Attorney, Hector M. Figueroa, Esq.

**RESOLUTION NO. 2010-76**



**City of Willcox Public Services & Works**  
250 N. Railroad Ave., Willcox, AZ 85643  
Phone: (520) 384-6447 • Fax: (520) 384-3993

## **STANDARD FORM OF CONTRACT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION**

This **CONTRACT** is made as of: **June 21, 2010**  
**BETWEEN: Mascot Homes and Construction, LLC**  
Herein after identified as the “**CONTRACTOR**” and the City of Willcox, acting through its Director,  
Public Services & Works, hereinafter identified as the “**OWNER**”:

*City of Willcox*  
*Public Services & Works*  
*250 N. Railroad Avenue*  
*Willcox, AZ 85643*

**WITNESSETH** that the **CONTRACTOR** and the **OWNER**, for the consideration hereinafter named, agree as follows:

### **ARTICLE 1 – SCOPE OF WORK**

The Contractor shall perform all Work as shown in the Contract Documents (**incorporated by reference as if set forth in full herein**) entitled:

**Public Safety Complex Facade**  
As prepared by: **City of Willcox**  
250 N. Railroad Ave.  
Willcox, AZ 85643  
Phone: 520-38-6447  
Fax: 520-384-3993  
Hereinafter identified as the “**OWNER**.”

### **ARTICLE 2 – TIME OF COMPLETION**

As time is of the essence in performance, coordination, and completion of the Work contemplated under this Contract, the Work to be performed shall commence on a date set forth by the **OWNER** in a written “**Notice To Proceed**” and shall be completed **BY: August 30, 2010**  
If the Work is not completed within the time specified, the **OWNER** may assess liquidated damages in the amount of:

**Two hundred fifty DOLLARS (\$250) PER CALENDAR DAY.**

**ARTICLE 3 – CONTRACT SUM**

The OWNER shall pay the CONTRACTOR for performance of the Work, subject to additions and/or deductions by Change Order or damages as provided in the Contract Documents, the Contract Sum of: **\$13,239.38**

**ARTICLE 4 – PROGRESS PAYMENTS**

The OWNER shall make payments on account in accordance with the Contract Documents as follows: Forty percent (40%) to commence work; Twenty Percent (20%) upon completion of framing structure; and Twenty Percent (20%) upon completion of stucco finish. The CONTRACTOR shall be aware that the OWNER has Fifteen (15) calendar days upon receipt in which to make approval and payment without being in violation of statute or being subject to the accrual of interest shall, or the need to make written notice or justification to deny payment in whole or in part. The CONTRACTOR shall, within seven (7) calendar days following receipt of payment from the OWNER, make payment to subcontractor(s).

**ARTICLE 5 – FINAL PAYMENT**

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the OWNER to the CONTRACTOR when: 1) the Work is completed in accordance with the Contract Documents; 2) the Contract fully performed; 3) the site is clean.

**ARTICLE 6 – CONTRACT DOCUMENTS**

The Contract Documents, together with this Contract, form the entire Contract and Agreement between the CONTRACTOR and OWNER. The Contract Documents, which are totally and completely a part of this Contract as if attached hereto or repeated herein, are enumerated in the General Conditions of the Contract for Construction inclusive of Wage Rates, Reports, and all other items bound with the Specifications and/or Project Manual(s) and are incorporated herein as if set forth in full hereto.

**ARTICLE 7 – OTHER DOCUMENTS**

Other documents if any forming part of these contract documents are as follows:

Invitation to Bid:

Notice to Proceed dated: **July 21, 2010**

Contractor's Bid Proposal dated: **5/28/2010**

**ARTICLE 8 -- INDEMNIFICATION AND INSURANCE**

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

The CONTRACTOR agrees, to the extent allowed by law, to hold harmless the City, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from the CONTRACTOR's performance pursuant to this CONTRACT.

**ARTICLE 9 -- CANCELLATION FOR CONFLICT OF INTEREST**

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

**ARTICLE 10 -- STATUTORY REQUIREMENTS**

E-verify requirements: To the extent applicable under Ariz. Rev. Stat. § 41-4401, **CONTRACTOR** warrants compliance, on behalf of itself and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Ariz. Rev. Stat. § 23-214(A). **CONTRACTOR'S** breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and the City may terminate the Agreement. The City retains the legal right to inspect the papers of **CONTRACTOR** who works on the Agreement to ensure that **CONTRACTOR** is complying with the above-mentioned warranty.

Scrutinized Business Operations: To the extent applicable under Ariz. Rev. Stat. Title 35, Articles 7 through 9, **CONTRACTOR** certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in LAWS 2008 CH. 1 or LAWS 2008 CH. 295, as applicable. If the City determines that **CONTRACTOR** submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

**ARTICLE 11 -- NONASSIGNABILITY**

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

**ARTICLE 12 -- RIGHTS/OBLIGATIONS OF PARTIES ONLY**

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

**ARTICLE 13 -- SEVERABILITY**

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

**ARTICLE 14 -- GOVERNING LAW**

This **CONTRACT** shall be construed and enforced under the laws of the State of Arizona.

**ARTICLE 15 -- REVIEW BY LEGAL COUNSEL**

Legal counsel for the **OWNER** shall review and approve this **CONTRACT** as to form as required pursuant to A.R.S. § 11-952(D).

**REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**

**EXECUTION OF THIS CONTRACT AND NOTICE INFORMATION**

This Contract is entered into as of the day and year first written above: **CONTRACTOR: Mascot Homes and Construction, LLC**

**OWNER: CITY OF WILLCOX**  
101 S. RAILROAD AVE.  
WILLCOX, AZ 85643

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Pat McCourt, City Manager

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Title)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
City Attorney, Hector M. Figueroa, Esq.

Contractor's Registration Certificate No. \_\_\_\_\_  
Federal Tax Identification No. \_\_\_\_\_  
Incorporated? \_\_\_ No \_\_\_ yes

Please refer to Project Title in all correspondence.

## INVITATION TO BID

The City of Willcox will receive sealed bids on a general contract for “**Public Safety Complex Façade Improvements**”. All bids must be presented on the prescribed forms included in the contract documents.

Bids will be received until 1:00 pm May 28, 2010, by the City of Willcox, 250 N. Railroad Avenue, Willcox, Arizona 85643. Sealed proposals are to be submitted to Dave Bonner, proposals received after that time will not be accepted and returned unopened. Bids will be opened and read aloud at 1:30pm on May 28, 2010, at the Willcox Public Services & Works Conference Room.

**LOCATION AND GENERAL DESCRIPTION OF CONSTRUCTION UNDER THIS PROJECT:**  
Construct a Façade structure in front of the new Public Safety Complex located at 300 West Rex Allen Drive in Willcox, per plans and specifications.

Plans and/or specifications for said work must be obtained in order to bid, for a cost of \$25.00. Contact Public Services & Works, 250 N. Railroad Avenue, Willcox, Arizona 85643, or at (520) 384-6447.

The following items shall accompany each complete Bid proposal:

1. A satisfactory **Bid Bond** or certified check or cashier's check payable to the City of Willcox in the amount of ten percent (10%) of the total base bid.
2. **List of Sub-contractors** form completed and signed (if applicable).
3. **Contractors License class & number.**

Upon receipt of “Notice of Award” the successful bidder will deliver all required documents stated within the award notice. The awarded contractor will be required to provide proof of insurance prior to receiving a Notice to Proceed.

Bidder shall clearly mark on the outside of the sealed bid envelope “**Public Safety Complex Façade Improvements**” and give bidder's name, address, date, and Arizona Contractor's and City of Willcox Business License Number.

The City of Willcox reserves the right to reject any and all bids and to waive minor irregularities and informalities therein and further reserves the right to award the contract to the most responsive and responsible bidder.

Publish: 05/5/2010 and 05/12/10 editions of the Arizona Range News and the San Pedro Valley News-Sun

5/28/10

1:37 pm

Bid Opening  
Police Department Facade  
Linda Stoddard

- Dawn Adams

- Dave Bonner

Mascot Homes & Construction      \$13,239<sup>38</sup>  
Including Tax

Arcis Builders -      \$27,424<sup>35</sup>  
Including Tax

Mascot Homes and Construction LLC

425 West Pearce Street  
Willcox, AZ 85643

# Estimate

Phone #	Date	Estimate #
520-384-5569	5/28/2010	168
520-507-6200		

Name / Address
City of Willcox Public Works 250 N. Railroad Ave. Willcox, AZ 85643

Terms	Project

Description	Qty	Total
Provide labor and materials to build Public Safety Complex Facade. Build to plans PSC-001 - PSC-004.		12,500.00

Prices good for 30 days after estimate date.	<b>Subtotal</b>	\$12,500.00
	<b>Sales Tax (5.915%)</b>	\$739.38
	<b>Total</b>	\$13,239.38

Contractors Licence #  
186847 KB-02  
214547 L-14  
221016 K-42

Fax #
520-384-5569



## NOTICE TO PROCEED

Dated July 6, 2010

TO: Mascot Homes and Construction LLC  
ADDRESS: 425 West Pearce Street, Willcox, AZ 85643  
CONTRACT: \_\_\_\_\_  
PROJECT: Public Safety Complex Façade Improvements

You are notified that the Contract Times under the above contract will commence to run on July 12, 2010. By that date, you are to start performing your obligations as outlined in the proposal. The date of Substantial Completion is September 30, 2010, and the date of readiness for final payment is within 15 days on completion.

Also, before you may start any Work at the Site, you must

Please verify the area has all utilities properly marked so they can be referenced in the survey. Work with Oscar Hudson to address any areas of concern or with any questions.

City of Willcox

(Owner)

Dave Bonner

(Authorized Signature)

Public Services & Works Director

(Title)

*"Mine, Yours, Ours"*

Mr. Dave Bonner  
City of Willcox  
250 N. Railroad Ave.  
Willcox, AZ 85643

Re: Bid for the Public Safety Façade Project

Dear Dave,

We are pleased to submit our bid for the above referenced project. Please see the attached Bid sheet detailing pricing, as well as our bid bond. We do believe there are ways that this project can be value engineered to reduce costs. We would be happy to discuss these with you if you would like. Thank you.

Sincerely,

  
Trent Woods

arcis builders

# Public Safety Facade Bid Sheet

Provide costs as itemized below:

Item Description	Cost
Construction of Façade per Plans	11,576.20
Stucco & Painting	7,019.88
Sign lettering and installation	5645.18
Mobilization	1659.47
Sales Tax	1523.61
Total	27,424.35

**Arcis Builders**  
1230 E. Baseline Rd.  
Suite 103-650  
Mesa, AZ 85204

SIGNAGE CLARIFICATION: 15" HIGH  
3/4" STANDOFF  
NATURAL SATIN FINISH  
1/4" THICK STAINLESS STEEL  
ARIAL FONT

**ARIZONA STATUTORY BID BOND FOR CONSTRUCTION  
PURSUANT TO TITLES 28,34, AND 41, ARIZONA REVISED STATUTES**  
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS THAT: Arcis Builders/WCC  
(hereinafter "Principal"), as Principal and Hartford Casualty Insurance Company (hereinafter  
"Surety"), a corporation organized and existing under the laws of the State of Indiana  
with its principal offices in the City of Hartford, CT holding a certificate of  
authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to  
Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto \_\_\_\_\_  
City of Willcox hereinafter "Obligee"), in the  
sum of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work  
described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs,  
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

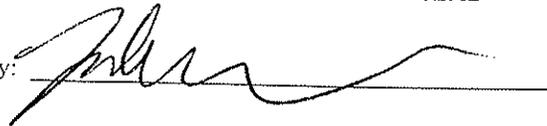
WHEREAS, the Principal has submitted a bid for:

**Willcox Public Safety Facade Improvements**

NOW THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications or Contract Documents with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

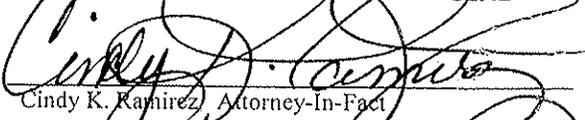
Witness our hands this 28th Day of May 2010

Arcis Builders/WCC  
PRINCIPAL SEAL

By: 

Title: PM

Hartford Casualty Insurance Company  
SURETY SEAL

By:   
Cindy K. Ramirez, Attorney-In-Fact

Construction Risk Partners, Inc.  
AGENCY OF RECORD

4500 S. Lakeshore Dr., Suite 575, Tempe, AZ 85282  
AGENCY ADDRESS

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-4  
690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 59-302627

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*Ted H. Rarrick, Cindy K. Ramirez, Dorothy H. Marsh, M. Christine McDonald*  
of  
*Tempe, AZ*

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Scott Sadowsky*

Scott Sadowsky, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 28, 2010.

Signed and sealed at the City of Hartford.



*Gary W. Stumper*

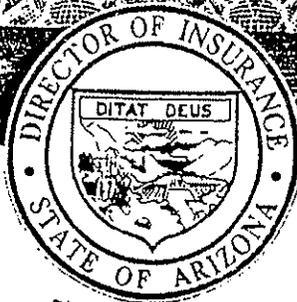
Gary W. Stumper, Assistant Vice President

STATE OF

ARIZONA

DEPARTMENT

OF INSURANCE



Phoenix, Arizona

AMENDED  
CERTIFICATE OF AUTHORITY

IT IS HEREBY CERTIFIED, That

HARTFORD CASUALTY INSURANCE COMPANY  
(FORMERLY HARTFORD CASUALTY INSURANCE COMPANY OF INDIANA)  
AN INDIANA CORPORATION

is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the following kinds of insurance, to-wit:

DISABILITY, PROPERTY, CASUALTY, SURETY,  
VEHICLE, MARINE AND TRANSPORTATION  
(INCLUDING WORKERS' COMPENSATION)

within the State of Arizona until terminated at the request of the insurer or suspended or revoked by the Director of Insurance.

Arizona Revised Statute 20-217 (C) states:

A Certificate of Authority remains the property of this state. Upon termination at the request of the insurer or revocation by the Director, the insurer shall immediately deliver the Certificate of Authority to the Director.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this Certificate of Authority is

NAIC NO.  
29424



AUGUST 21, 1987

*S. David Childers*

S. David Childers  
Director of Insurance

E-146 3/80

STATE  
OF  
ARIZONA

DEPARTMENT OF INSURANCE

*THIS IS TO CERTIFY, THAT THIS  
INSTRUMENT IS A FULL, TRUE AND  
CORRECT COPY OF THE ORIGINAL ON  
FILE WITH THE DEPARTMENT OF  
INSURANCE OF THE STATE OF ARIZONA  
AND CONSISTS OF 1 PAGE(S).*

HEREUNTO SET MY HAND AND THE OFFICIAL SEAL OF THIS DEPARTMENT

FOR THE DIRECTOR OF INSURANCE THIS 18 JUNE 2008.

  
AUTHORIZED REPRESENTATIVE

CERTIFICATE No.:

256358



**CITY OF WILLCOX  
REQUEST FOR COUNCIL ACTION**

Agenda Item 24  
Tab Number 19  
Date: July 6, 2010

<b>Date Submitted:</b> June 24, 2010 <b>Date Requested:</b> July 6, 2010	<input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input checked="" type="checkbox"/> Other	<b>Subject:</b> Discussion/Direction to Staff Regarding Title 5, Section 2-4, Unlawful Acts
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**TO:** MAYOR AND COUNCIL  
**FROM:** Jeff Stoddard, Supervisor of Development Services

**DISCUSSION:** It was brought to my attention that large pieces of land within the city limits may be considered to be in violation of Title 5 of the City of Willcox municipal code under Section 5-2-4. The current Code Section does not provide for any exception to the requirements of Section 5-2-4 A. for large tracts of land. There are several large tracts of land within the City Limits. This Section is normally viewed as providing health and safety protection for developed areas, and often includes the maintenance of individual vacant lots in an otherwise developed area. Often there is an exception built into the code for large tracts of undeveloped land (1/2 plus acres). Some times there are requirements to keep the vegetation trimmed back on areas adjoining developed areas (for the same purposes listed in 5-2-4 A Health and Safety), but recognizing in the middle of a large tract the impacts on other surrounding properties is minimal.

The existing 5-2-4 reads;

**5 -2 -4 Unlawful Acts:**

A. Accumulation of vegetation prohibited:

Each owner, lessee, tenant, resident or occupant shall maintain a property so it is free of the accumulation or untended growth of vegetation. The accumulation or untended growth of vegetation means the presence of plants on property that create a fire, safety or health hazard, or that attract vermin either on the property, on neighboring properties, or on both, and includes but is not limited to:

1. Any lawn grass that exceeds six (6) inches in height.
2. All weeds that exceed six (6) inches in height.
3. Dead plants or dead parts of plants of any kind.
4. Any tree, shrub, or other form of vegetation of any kind on the property or on the adjoining right-of-way, street, or alley that extends over or under the sidewalk space or roadway in a manner that may interfere with the reasonable use of the street, sidewalk, or alley for pedestrian or vehicular traffic of any kind or that may obstruct the view or light distribution of traffic-control devices or luminaries.

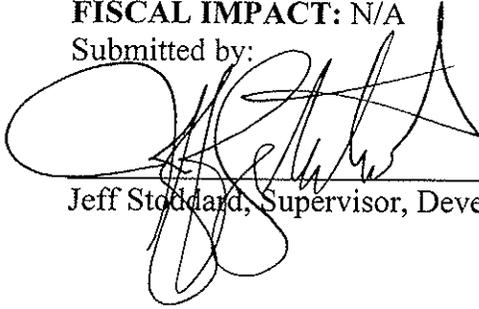
I am asking the City Council whether you feel it would be appropriate to add a new sub section to 5-2-4 that would read;

5. All undisturbed natural areas with an aggregate area greater than one half (1/2) acre are exempt from 5-2-4 A. (1), (2), and (3).

**RECOMMENDATION:** It is the recommendation of Department of Development Services that the Mayor and City Council consider the adoption of this addition to Title 5 section 5-2-4.

**FISCAL IMPACT:** N/A

Submitted by:



Jeff Stoddard, Supervisor, Development Services

Approved by:



Pat McCourt, City Manager

77

**CITY OF WILLCOX  
REQUEST FOR COUNCIL ACTION**

Agenda Item: \_\_\_\_\_ 25  
Tab Number: \_\_\_\_\_ 20  
Date: 06-15-2009

**Date Submitted:**  
06-29-2009

**Date Requested:**  
07-06-2009

**Action:**  
 Resolution  
 Ordinance  
 Formal  
 Other

**Subject: Discussion/Decision  
regarding Resolution No.  
2010-77 Ratifying, Approving  
and Adopting the Services  
Contract Between the City  
and Lin-Cum, Inc., for  
Archival Storage, Retrieval  
and Security Services**

**TO: MAYOR AND COUNCIL**

**FROM: City Clerk**

**DISCUSSION:** The City is required to maintain permanent public records and to provide for its storage, for daily use and archival, retrieval of records upon request by staff, another government entity or the public, and its security against the elements or natural disasters. The archival storage, retrieval and security must meet Arizona Revised Statutes requirements as set in Title 39-101 and 121. Lin-Cum, Inc., has done microfiche services to the City for numerous years.

**RECOMMENDATION:** Staff at this time is requesting approval of Resolution NO. 2010-77 to procure the services from Lin-Cum, Inc. from June 15, 2010 to June 14, 2011.

**FISCAL IMPACT:** Less than \$200.00 and funds budgeted in Contract Services.

Prepared by: *Cristina G. Whelan, CMC*  
City Clerk Cristina G. Whelan, CMC

Approved by: *Pat McCourt*  
Pat McCourt, City Manager

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**CITY OF WILLCOX, COCHISE COUNTY, ARIZONA  
RESOLUTION NO: 2010-77**

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**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA RATIFYING, APPROVING AND ADOPTING THE SERVICES CONTRACT BETWEEN THE CITY OF WILLCOX ["CITY"] AND LIN-CUM, INC ["LIN-CUM"] FOR ARCHIVAL STORAGE, RETRIEVAL AND SECURITY SERVICES, AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.**

**WHEREAS**, the City of Willcox Common Council shall have control of the finances and property of the corporation pursuant to A.R.S. § 9-240 et seq.; and

**WHEREAS**, the CITY adopted a Procurement Policy to govern procurement of services and LIN-CUM provides needed services under a Service Contract with Gila County and Cochise County under the same terms and conditions as proposed for the CITY; and

**WHEREAS**, the CITY is required to maintain permanent public records and to provide for storage pursuant to A.R.S. § 39-101; and

**WHEREAS**, pursuant to A.R.S. § 39-121 et seq., the City of Willcox Common Council is required to disclose public records as may be requested by any member of the public; and

**WHEREAS**, the Mayor and Council of the City of Willcox, Cochise County, Arizona have determined that it is in the best interest of the CITY and the citizens of the Willcox Community at large to acquire archival storage, retrieval and security services with LIN-CUM; and

**WHEREAS**, the CITY and the LIN-CUM desire to have this item presented at the Council Meeting on July 6<sup>th</sup>, 2010 for consideration and approval of the Service Contract for the period of June 15<sup>th</sup>, 2010 to June 14<sup>th</sup>, 2011; and

**WHEREAS**, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist to assure timely and immediate implementation of LIN-CUM services, and that this Resolution be effective immediately upon its passage and adoption.

**BE IT RESOLVED** by the Mayor and Council of the City of Willcox, Cochise County, Arizona, that the City hereby formally ratifies, approves and adopts the Services Contract, authorizes the Mayor to execute this Resolution and directs City staff to take necessary action to carry out the terms of the Contract.

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

**PASSED AND ADOPTED** by the Mayor and Council of the City of Willcox, Cochise County, Arizona this \_\_\_\_\_ day of July, 2010

**APPROVED/EXECUTED**

\_\_\_\_\_  
MAYOR, GERALD W. LINDSEY

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Clerk, Cristina G. Whelan, CMC

\_\_\_\_\_  
City Attorney, Hector M. Figueroa

**RESOLUTION NO: 2010-77**

# Memorandum

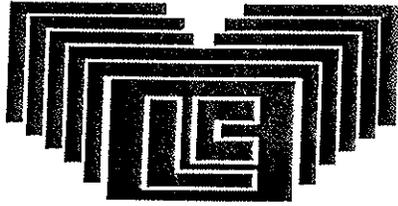
**To:** City Attorney  
**CC:** City Clerk  
**From:** City Manager   
**Date:** June 7, 2010  
**Re:** Proposed contract with LIN-CUM, INC.

---

Attached is a proposed contract from LIN-CUM, INC. which is for storage services during the next year. The existing contract expires 6-15-10. The contract was approved by City Council last year by Resolution 2009-36 at the 6-15-09 meeting. The annual dollar amount of the existing contract and the proposed contract is under \$1000.00 per year.

I am not aware of anything in this memo which requires the confidentiality of Legal communications.

Please prepare an appropriate contract for your approval as per your May 19, 2010 memo Item #6. This item is currently scheduled for the June 21, 2010 regular City Council Meeting. Although it would appear that according to the City of Willcox Procurement Policy 3-1-3 L there is not a need for the City Council to approve this purchase, I have no problem with the item being placed on the Council agenda.



## Confidential

LIN-CUM, INC.  
3020 W. Windsor  
Phoenix, AZ 85009  
(602)233-1230  
(800)224-1230  
Fax (602)233-1393

e-mail [lincum@lincum.com](mailto:lincum@lincum.com)

Hi-speed download: [chuckel@cox.net](mailto:chuckel@cox.net)

### SERVICES CONTRACT ARCHIVAL VAULT-STORAGE

LIN-CUM, INC., an Arizona Corporation with Federal Tax I.D. #86-0458048 (hereinafter referred to as LIN-CUM), located at 3020 W. Windsor Ave. in Phoenix, Arizona, herein agrees to perform the services described in the paragraphs below.

This agreement is made between LIN-CUM, INC. and City of Willcox, Located at 101 S. Railroad Avenue in Willcox, Arizona, herein referred to as "The Client". The terms, conditions, and pricing stated herein may be applied to the same or similar projects performed for other departments under this same agreement. However, any dissimilarities in content, sizes or procedures to be employed may require additional evaluation and/or altered pricing for those projects.

Terms and conditions of this agreement shall remain in effect for a period of twelve (12) months. The agreement may be extended for additional twelve (12) month periods, or until terminated by either party by written notice 30 days prior to such termination. However, pricing is subject to change at the end of each twelve (12) month period.

Charges shown shall remain in effect for a twelve (12) month period. Unit pricing shown shall prevail, regardless of volumes for each department serviced.

#### Archival Storage Facility Structure & Security:

- o 14,000 sq. ft. High Security Facility
- o 24X7X365 Operation
- o Solid Concrete Floor (8")
- o Steel reinforced 8", Back Filled Concrete Block Construction
- o Three (3) Physical Zones Separated by Demising Walls
- o Perimeter Locked; anti-Climb Fencing with Controlled Access
- o Fully Alarmed, Separate Alarm Zoning
- o Interior Doors 12 Gauge Steel; 2 Hour Rated; 1200lb Self-Closing Locks
- o Ingress/Egress monitored 24X7X365
- o Temperature and Humidity Controlled per Regulatory Specifications
- o HVAC systems controlling all vaults are designed to maintain the following conditions:

# Confidential

- Temperature@50-75 Degrees Fahrenheit
  - Humidity@20-40 %Relative Humidity
  - Facility HVAC systems are designed to require approximately 45% of its available capacity to maintain these levels.
- o Propane based UPS system

**I. APPLICATIONS:**

Archival storage of records media

**II. PROPOSED PROCEDURES – OPTIONS:**

Inventory media to be vault-stored

Package and store in 22 Gauge 12X24X6 Original Microfiche Container and/or in 22 Gauge 16X13X11 Original Roll Film Container; container load factor will not exceed 50 lbs.

ID and bar-code the containers and contents

Secure the containers with pre-numbered cable ties

Catalog and track all bar-coded carriers, descriptions and cable tie numbering The HVAC systems controlling archival vaults are designed to maintain the

following conditions:

- Temperature@50-75 Degrees Fahrenheit
- Humidity@20-40 %Relative Humidity

**III. UNIT PRICING:**

	<u>Microfiche</u>	<u>Roll film</u>	<u>CD-R</u>	<u>DVD</u>
Initial inventory, barcode and storage				
Including container	\$14.00	\$14.00	\$14.00	\$14.00
<u>Annual</u> storage charge	\$76.80/K	4.20 ea.	12.50 ea.	12.50
Pull Charge (Normal Business Hours; 2 Hour Turnaround)	24.00	24.00	24.00	24.00
Return to storage	NC	NC	NC	NC
Copy and fax charge; per page	.50	.50	.50	.50
Scan, zip and email, including Encryption*	.25	.25	.25	.25

\* Decryption sent in separate communication

\*\* Plus applicable sales taxes, and shipping charges if required

\*\*\* Sales taxes added to all charges

**V. TURNAROUND PROPOSED**

Requests will be responded to within 2 hours, during normal business hours

## Confidential

### VI. DATA PROTECTION/LIABILITY ASSUMPTION

LIN-CUM, INC. is liability-insured for coverage amounts in compliance with the requirements of the State of Arizona agencies. All LIN-CUM employees are bonded by Employee Agreement against dissemination or disclosure of confidential information.

### VII. ARCHIVAL CERTIFICATION

Lin-Cum, Inc. is a certified Kodak Quality Control Lab. Methylene Blue testing (residual thiosulphate) is done routinely to insure archival quality. This testing is in compliance with Federal Regulations 1230, Sec. 36, ANSI/NAPM IT9.1-1992, and PH4.8-1985, (archival for >100 years minimum). This periodic assurance testing is normal procedure for which there is no additional charge.

**LIN-CUM cannot certify archival quality of optical/laser disk-stored data, beyond that of the media manufacturers, which vary from 30-100 years. LIN-CUM suggests recopying laser disk recorded data every five (5) years or less, thereby "restarting the clock" for another such period. This will ensure long-term preservation, until such time as archivability can be properly tested and assured throughout the industry. The Florida State Legislature, in 1997, accepted laser/optical disk as an archival solution, as long as they are recopied every 10 years.\* Arizona State Supreme Court has also approved procedural use of CD/OD for archiving their court files with this recopying procedures, or recopied during technology migration, whichever comes first.\*\***

\* Florida State Legislature ruling as reported in *Imaging Magazine*, October 1997.

\*\* LIN-CUM participated in reviewing and inputting to the Arizona State Supreme Court standards and procedures, adopted in 1998;

[http://www.supreme.state.az.us/cot/Standards/Standards\\_default.htm](http://www.supreme.state.az.us/cot/Standards/Standards_default.htm)

### VIII. TERMS

Quarterly invoices will be submitted for all storage and retrieval charges. Each invoice will bear the Contract Number or Purchase Order Number, and will itemize the charges for services provided during the period, for accounting purposes. Payment of the invoice is due within 30 days from the invoice date.

# Confidential

This agreement will become effective on June 15, 2010, and shall remain in force for a period of twelve (12) months. The agreement may be extended for up to twelve (12) months by mutual agreement of LIN-CUM, INC. and The Client. However, either party may terminate this Agreement by providing the other party at least thirty (30) days prior written notice. Either party may terminate this Agreement immediately in the event of a material breach of the terms of this Agreement by providing written notice to the party in breach.

This agreement supersedes any prior proposals, agreements, commitments, or representations of any kind, whether oral or written, with respect to LIN-CUM's provided services. The client hereby affirms that this agreement is not entered into in reliance upon any representations at variance with the terms of this agreement as set forth herein. This agreement may be executed on behalf of LIN-CUM only by an authorized officer/representative of LIN-CUM, INC.

Any attachments hereto are incorporated as though fully set forth herein, and become a part of this agreement.

IN WITNESS WHEREOF, the parties hereby execute and approve this agreement as to form and content in its entirety:

LIN-CUM, INC. ACCEPTANCE:

By Charles C. Cummins, Jr.  
Charles C. Cummins, Jr.  
Title Vice President - Client Servicing  
Date 6/7/2010

CLIENT ACCEPTANCE:

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

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**CITY OF WILLCOX  
REQUEST FOR COUNCIL ACTION**

Agenda Item 26  
Tab Number 21  
Date: 7/6/2010

**Date Submitted:**

**Action:**

**Subject:**

June 28, 2010

Resolution  
 Ordinance  
 Formal

**SSVEC  
FRANCHISE TAX  
REFUND REQUEST**

TO: MAYOR AND COUNCIL  
FROM: Finance Director Ruth Graham

**DISCUSSION:**

On June 22, 2010, SSVEC notified the City by letter that it has overpaid its Franchise Tax obligation in the amount of \$16,398.83, and that a refund of such overpayment is requested. For the period from June 2006 to March 2010, SSVEC paid franchise tax to the City of Willcox on the amount of the services provided to the Northern Cochise Community Hospital. The hospital is a tax-exempt entity under Arizona Revised Statutes ARS §42-5063(C)(3). A copy of SSVEC's letter and attachment is included for your information.

Pursuant to Section 3.08.560(a) of the City's Tax Code, the period within which a claim may be filed or refund allowed shall be as provided by statute. ARS §42-1104 establishes a four year statute of limitations for such claim for refund. The claim is within that period, and SSVEC has met the requirements of providing full information as to the amount of the refund required, the periods involved, and the grounds on which the claim is based.

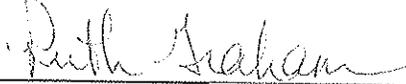
**RECOMMENDATION:**

Motion to approve the requested Franchise Tax refund to the Sulphur Springs Valley Electric Cooperative (SSVEC) in the amount of \$16,398.83. This is an obligation that will be recorded as an expense in the current fiscal year, FY 2009-2010.

**FINANCIAL IMPACT:** Expense of \$16,398.83 to be posted in the General Fund as a reduction of income in Licenses and Permits, Electrical Service Franchise, Account No. 10-32-10000.

Submitted by:

Approved by:

  
\_\_\_\_\_  
Ruth Graham, Finance Director

  
\_\_\_\_\_  
Pat McCourt, City Manager

# Memorandum

**To:** Pat McCourt  
**From:** Ruth Graham  
**Date:** 6/20/2010  
**Re:** SSVEC Franchise Tax Claimed Overpayment

---

Jim Gross, the Accounting Manager for the Sulphur Springs Valley Electric Cooperative (SSVEC), has notified the City that SSVEC is requesting a refund for overpayment of franchise taxes. An e-mail exchange with the details is attached for your information. We will request a computation of the refund requested; however, on a preliminary basis he has indicated that they are asking for a refund of \$16,423.83.

Mr. Gross indicated that for several years SSVEC has paid franchise taxes on sales of electricity to the local hospital. Pursuant to Arizona Revised Statutes §42-5063(C)(3), the gross proceeds of sales to qualifying hospitals as defined in §42-5001 shall be deducted from the tax base.

The statute of limitations on requesting a refund is four years. Under Section 3.08.560(a) of the Willcox 2009 Tax Code, "Except as provided in Section 3.08.565, the period within which a claim, meeting the requirements of subsection (c) of this section, for credit may be filed, or refund allowed or made if no claim is filed, shall be as provided in A.R.S. §42-1106 and §42-1118." §42-1106(A) refers to the time period as defined in A.R.S. §42.1104. A.R.S. §42.1104(A) defines the Statute of limitations as four years after the report of return is required to be filed or within four years after the report or return is filed, whichever period expires later.

If the claim for refund is deemed due, staff is recommending that the refund be paid from the current fiscal year, FY2009-2010. Electrical Service Franchise tax income is credited to the General Fund under General Ledger Account No. 10-32-10000. As of June 19, 2010, revenues of \$205,910 have been credited to that account. The requested refund represents about 8% of the year to date electrical service franchise tax revenues.

**CITY OF WILLCOX , COCHISE COUNTY, ARIZONA**  
**RESOLUTION NO: 2010-78**

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**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, (“CITY”) TO FORMALLY APPROVE AND AUTHORIZE THE FRANCHISE TAX REFUND TO SULPHUR SPRINGS VALLEY ELECTRIC COOPERATIVE, INC. (“SSVEC”) AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST**

**WHEREAS**, pursuant to A.R.S. § 9-240, the Mayor and Council shall have the control and power over the affairs, finances and property of the corporation and to appropriate money to provide for the payment of its debts and expenses; and

**WHEREAS**, pursuant to §3.08.560(a) of the City’s 2009 Tax Code, the period within which a claim may be filed or refund allowed shall be as provided by statute and pursuant to A.R.S. §§ 42-1104, 42-1106 and 42-1118 that statute of limitations is four (4) years; and

**WHEREAS**, SSVEC has paid franchise taxes to the CITY on the amount of electrical services provided to the Northern Cochise Community Hospital for the period of June 2006 through March 2010 and has made a request for a Franchise Tax Refund in the amount of \$16,398.83; and

**WHEREAS**, pursuant to A.R.S. § 42-5063(C) (3), the gross proceeds of sales to qualifying hospitals as defined in A.R.S. § 42-5001 shall be deducted from the tax base; and

**WHEREAS**, the Mayor and Council of the City of Willcox have determined that it is in the best interest of the City and its residents to approve and authorize the requested Franchise Tax Refund; and

**WHEREAS**, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist to assure timely accounting of Franchise Tax revenues and adjustments, and that this Resolution be effective immediately upon its passage and adoption.

**BE IT RESOLVED** by the Mayor and Council of the City of Willcox, Cochise County, Arizona, that the City hereby gives formal approval and authorization for the Mayor to execute this Resolution and to direct City Staff to take whatever steps are necessary to carry out the intent of this Resolution.

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

**PASSED AND ADOPTED** by the Mayor and Council of the City of Willcox, Cochise County, Arizona this \_\_\_\_\_ day of July 2010.

**APPROVED/EXECUTED:**

\_\_\_\_\_  
MAYOR, GERALD W. LINDSEY

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Clerk, Cristina G. Whelan, CMC

\_\_\_\_\_  
City Attorney, Hector M. Figueroa

**RESOLUTION NO: 2010-78**



# Sulphur Springs Valley Electric Cooperative, Inc.

A Touchstone Energy<sup>®</sup> Cooperative



June 22, 2010

City of Willcox  
Attn: Ruth Graham – Finance Director  
101 South Railroad Ave Ste B  
Willcox AZ 85643

RE: Franchise Tax Refund Request

Ms. Graham,

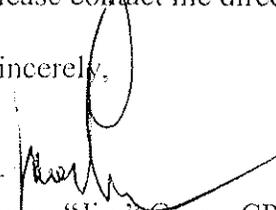
As we have previously discussed, Sulphur Springs Valley Electric Cooperative, Inc. is requesting a refund in the amount of \$16,398.83 for overpaid franchise tax. The refund request is for the period June 2006 (paid July 2006) through March 2010 (paid April 2010).

The overpayment of tax was due to our calculation error in that we included the gross proceeds of revenue received from Northern Cochise Community Hospital in our base when we calculated the amount of franchise tax we owed the City of Willcox. Although we remitted the franchise tax, we were not charging the hospital for this tax as they are set up in our system as exempt from tax.

I have enclosed a spreadsheet which details the payment amounts we received from the hospital and the related over calculation of franchise tax which we remitted. We discovered this error in May 2010, while processing our April remittance. We remitted the correct amount for April 2010.

Thank you for your attention to this matter. If you have any questions regarding this refund request, please contact me directly at (520) 515-3482.

Sincerely,

  
James "Jim" Gross, CPA  
Accounting Manager

Encl. Overpayment Refund Request Spreadsheet Calculation



# Willcox Franchise Tax Overpayment Refund Request

Tax Period	Payments Rcvd	Franchise Tax	
Period	From NCCH	Overpayment	Rate
June 2006	\$8,832.20	-\$176.64	2.00%
July 2006	\$11,744.12	-\$234.88	2.00%
Aug 2006	\$11,469.93	-\$229.40	2.00%
Sept 2006	\$11,637.00	-\$232.74	2.00%
Oct 2006	\$10,846.00	-\$216.92	2.00%
Nov 2006	\$9,093.00	-\$181.86	2.00%
Dec 2006	\$9,009.00	-\$270.27	3.00%
Jan 2007	\$9,109.00	-\$273.27	3.00%
Feb 2007	\$11,515.00	-\$345.45	3.00%
Mar 2007	\$10,008.21	-\$300.24	3.00%
Apr 2007	\$6,391.00	-\$191.73	3.00%
May 2007	\$9,675.28	-\$290.26	3.00%
Jun 2007	\$9,862.00	-\$295.86	3.00%
Jul 2007	\$11,329.00	-\$339.87	3.00%
Aug 2007	\$26,734.59	-\$802.04	3.00%
Sept 2007	\$175.00	-\$5.25	3.00%
Oct 2007	\$14,264.96	-\$427.95	3.00%
Nov 2007	\$20,003.02	-\$600.09	3.00%
Dec 2007	\$152.18	-\$4.57	3.00%
Jan 2008	\$9,776.51	-\$293.29	3.00%
Feb 2008	\$10,745.56	-\$322.37	3.00%
Mar 2008	\$9,834.68	-\$295.04	3.00%
Apr 2008	\$9,080.13	-\$272.40	3.00%
May 2008	\$9,028.08	-\$270.84	3.00%
Jun 2008	\$9,728.11	-\$291.85	3.00%
Jul 2008	\$10,800.68	-\$324.02	3.00%
Aug 2008	\$13,954.04	-\$418.62	3.00%
Sept 2008	\$16,871.52	-\$506.15	3.00%
Oct 2008	\$14,621.94	-\$438.66	3.00%
Nov 2008	\$14,014.93	-\$420.45	3.00%
Dec 2008	\$12,843.76	-\$385.31	3.00%
Jan 2009	\$11,382.86	-\$341.48	3.00%
Feb 2009	\$14,279.97	-\$428.39	3.00%
Mar 2009	\$11,038.46	-\$331.15	3.00%
Apr 2009	\$13,304.23	-\$399.13	3.00%
May 2009	\$12,182.83	-\$365.48	3.00%
Jun 2009	\$13,787.27	-\$413.61	3.00%
Jul 2009	\$15,994.81	-\$479.84	3.00%
Aug 2009	\$19,288.59	-\$578.66	3.00%
Sept 2009	\$18,490.99	-\$554.73	3.00%
Oct 2009	\$19,556.21	-\$586.68	3.00%
Nov 2009	\$16,799.14	-\$503.98	3.00%
Dec 2009	\$14,900.23	-\$447.01	3.00%
Jan 2010	\$13,816.26	-\$414.49	3.00%
Feb 2010	\$15,364.95	-\$460.95	3.00%
Mar 2010	\$14,498.43	-\$434.95	3.00%
	<u>\$567,835.66</u>	<u>-\$16,398.83</u>	

**Cristina Whelan**

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**From:** Pat McCourt  
**Sent:** Monday, June 28, 2010 3:43 PM  
**To:** CHRISTY WHELAN  
**Subject:** FW: Completion of Chip Seals  
For my reports on 7-6-10

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**From:** Dave Bonner  
**Sent:** Monday, June 28, 2010 3:42 PM  
**To:** Pat McCourt  
**Subject:** Completion of Chip Seals

Pat,

On June 18<sup>th</sup> the Streets Division along with help from Parks & Facilities and Utilities completed the remaining chip seals for FY 2010. The final streets were Grant, McCourt, Wasson, Soto, Parker. The chip seals were performed on the streets from Haskell to Railroad Avenues.

Dave

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## Memorandum re the City of Willcox

**To:** Mayor and Council  
**CC:** City Manager  
**From:** Ruth Graham, Finance  
**Date:** 6/25/2010  
**Re:** Capital Asset Threshold

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For several years, the City of Willcox has been using a capitalization threshold of \$1,500 for capital items, or assets with a useful life of more than one year, to be added to the City's list of depreciable assets. Donated assets are valued at fair market value at the time of the gift, and those that meet the capitalization threshold are also capitalized. All assets are accounted for; however, only assets with that meet the capitalization threshold are added to the City's depreciation schedules.

The Government Finance Officer's Association (GFOA) advises that capital asset management systems that attempt to incorporate data on numerous smaller items are costly and difficult to maintain and operate. The GFOA recommends that state and local governments should establish a capitalization threshold of \$5,000 for any individual item. A copy of the GFOA's recommendation from Page 176 of Accounting for Capital Assets is attached for your information.

In accordance with the GFOA's recommendation, for the Fiscal Year 2010-2011 and subsequent years, the capitalization threshold will be set at \$5,000. This threshold also meets the federal requirements for capitalization of assets acquired under federal grants.

cient means than capitalization for accomplishing this objective in the case of a government's smaller tangible capital-type items.<sup>1</sup> Furthermore, practice has demonstrated that capital asset management systems that attempt to incorporate data on numerous smaller items are often costly and difficult to maintain and operate.

**Recommendation.** The Government Finance Officers Association (GFOA) recommends that state and local governments consider the following guidelines in establishing capitalization thresholds:

- Potentially capitalizable items should only be capitalized if they have an estimated useful life of at least two years following the date of acquisition;
- Capitalization thresholds are best applied to individual items rather than to groups of similar items (e.g., desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets (e.g., books of a library district);
- In no case should a government establish a capitalization threshold of less than \$5,000 for any individual item;
- In establishing capitalization thresholds, governments that are recipients of federal awards should be aware of federal requirements that prevent the use of capitalization thresholds in excess of certain specified maximum amounts (i.e., currently \$5,000) for purposes of federal reimbursement; and governments should exercise control over potentially capitalizable items that fall under the operative capitalization threshold.<sup>2</sup>

*Approved by the GFOA's Executive Board, February 24, 2006*

Updated versions of all the recommended practices issued by the Government Finance Officers Association are posted at [www.gfoa.org](http://www.gfoa.org).

1. See GFOA's recommended practice, "Ensuring Control over Noncapitalized Items" (2006).

2. See GFOA's recommended practice, "Ensuring Control over Noncapitalized Items" (2006).

## Memorandum of Understanding

between

*The City of Willcox, Arizona*

and the

*Northern Cochise Community Hospital*

(“the Parties”)

### Background

The City of Willcox (COW) seeks to increase the liveability of the community by promoting the socialization, health and well being of older adult members of the community. To this end they applied for and received a federal grant in 2008 to construct a Senior Center (Center) for the disabled and adults over the age of 60.

Northern Cochise Community Hospital, a not-for-profit hospital district, recognized the lack of services for older adults as having a negative impact on the health of area older adults. They determined that partnering on this project would further their mission “To provide for the healthcare needs of the greater Willcox community and Southeast Arizona”.

The City of Willcox and Northern Cochise Community Hospital have agreed to work together to construct the Senior Center and to provide meals, classes, social opportunities and meaningful volunteer programming for the disabled and adults over the age of 60.

### It is agreed as follows:

- Purpose:** The Parties, while recognizing the integrity and policies of each other, agree to work together in a spirit of partnership towards achieving their visions of:  
Increased liveability and services for older adults in Willcox and comprehensive healthcare and health promotion opportunities for older adults.
- Hosting:** NCCH agrees to provide a suitable area for the older adult community to access the Center on NCCH property adjacent to the existing hospital.
- Utilities – Permits** ???? Chip seal???
- Funding:** The COW agrees to apply the grant funds received from the Housing and Urban Development grant to fund the construction and initial capital expenses of the Center. The hospital will be responsible for the staffing and overhead costs of the Center. The parties will work together to identify future funding opportunities for programming and other needs.
- Community Input:** The hospital will recruit and develop a Community Advisory Council which will meet quarterly. The purpose of this committee is to provide a vehicle for effective community input to the Center's governing body regarding Center programming and operations. The committee will include area older adults, city and hospital officials and area stakeholders.
- Review:** The Parties will meet to review the operation of this MoU ten years after signing.

7. **Amendment:** This MoU may be amended at any time by agreement in writing between the Parties.

**Partnership Values**

The Parties agree to:

- Work as a team (“the Team”).
- Support each other in finding the most efficient ways to serve the needs of area older adults.

**Term**

This MoU commences on the date signed by both Parties and will continue for ten years. The Parties will seek ways to maintain the Center and services for the community after the termination of this Memorandum of Understanding.

**Executed as a Memorandum of Understanding.**

Signed on behalf of The City of Willcox  
by: Pat McCourt, City Manager

Signed on behalf of NCCH  
by: Harley Smith, CEO

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

Witnessed by: \_\_\_\_\_