



**NOTICE OF EXECUTIVE SESSION**

**CITY COUNCIL**

In accordance with Resolution No. 370 of the City of Willcox, and Section 38-431.01 of the Arizona Revised Statutes **NOTICE IS HEREBY GIVEN** that the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold an **EXECUTIVE SESSION**, if approved, during the **REGULAR** meeting on **MONDAY**, the **2<sup>ND</sup>** day of **AUGUST** 2010 at **7:00 p.m.**, in the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, Willcox, AZ**

Item for Consideration and Discussion are:

**A.R.S. §38.431.03A(3) DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR ATTORNEYS OF THE PUBLIC BODY**

Consideration and/or discussion regarding consultation for legal advice with the Attorney or Attorney's of the public body.

**DATED AND POSTED this 28<sup>TH</sup> day of JULY 2010 at 2:00 P.M.**

CITY OF WILLCOX, ARIZONA

**ISI CRISTINA G. WHELAN, CMC**

**CITY CLERK CRISTINA G. WHELAN, CMC**

*"Mine, Yours, Ours"*

**CITY OF WILLCOX  
EXECUTIVE SESSION**

**AGENDA**

**MONDAY, AUGUST 2, 2010**

**7:00 p.m.**

**300 W. REX ALLEN DRIVE**

**Willcox, Arizona**

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

*"Mine, Yours, Ours"*

**THE MINUTES OF THE WORK SESSION OF THE MAYOR AND  
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ  
HELD ON THIS 10<sup>TH</sup> DAY OF MAY 2010**

**CALL TO ORDER** - Mayor Gerald W. Lindsey called the work session meeting to order on Monday, May 10, 2010 at 6:30 p.m.

TAB 2

**ROLL CALL**- Mayor Lindsey called the roll:

**PRESENT**

Mayor Gerald W. Lindsey  
Councilman Elwood A. Johnson – Arrived 6:38 PM  
Councilwoman Monika Cronberg  
Councilman Stephen Klump  
Councilman Christopher Donahue

**STAFF**

City Manager Pat McCourt  
Recording Secretary Sherry Van Allen  
Public Works Director Dave Bonner  
Utilities Representative - Jim Thomas  
Building Inspector Jeff Stoddard

**ABSENT**

Vice Mayor Larry Schultz  
Councilman Jimmy Norris

**PLEDGE OF ALLEGIANCE TO THE FLAG**- lead by Mayor Lindsey.

**DECLARATION ON CONFLICT OF INTEREST**- None Declared

**ADOPTION OF THE AGENDA**

**MOTION:** Councilwoman Cronberg moved to adopt the agenda as presented.

**SECONDED:** Councilman Donahue seconded the motion. **DISCUSSION:** No discussion    **Motion CARRIED.**

**DISCUSSION REGARDING WASTEWATER TREATMENT PLANT OPTIONS**

Discussion began at 6:35 with a presentation by PW Director Dave Bonner. Five separate options were presented as options for future construction on the WWTP. Tetra-Tech was available via conference call to provide additional information and to answer any questions.

Alternative #1 – Existing Lagoon Improvements – This would be to make necessary improvements to the current system.

Alternative #2 – Single Basin Activated Sludge - Alternative #3 – Sequencing Batch Reactor

Alternative #4 – Packaged Plants and Alternative #5 – Oxidation Ditch.

Upon completion of the slide show presentation, staff recommended that the City consider using the Oxidation Ditch alternative. Second choice by staff was the Single Basin Activated Sludge alternative, and the third choice would be the Packaged Plants alternative. Discussion was held. City Manager McCourt explained to the Mayor and Council that he was familiar with the Oxidation Ditch and in his previous experience it had been a solid treatment alternative. Council directed staff to prepare a more in-depth cost analysis on their top three recommendations. Specifically to prepare a theoretic report on how these alternatives will affect current sewer rates. In addition, to estimate how much debt the City will be looking at assuming in bond funds or loans. Then return topic to council for a decision.

**ADJOURN** - There was no further business brought forth and the Meeting was adjourned at 8:05p.m. by Mayor Lindsey.

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the City Council of the City of Willcox held on the 10<sup>th</sup> day of May 2010. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 27<sup>th</sup> day of May 2010

\_\_\_\_\_  
Recording Secretary Sherry Van Allen

**THE MINUTES OF THE WORK SESSION OF THE MAYOR AND  
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ  
HELD ON THIS 10<sup>TH</sup> DAY OF MAY 2010**

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
MAYOR GERALD W. LINDSEY  
Signed: \_\_\_\_\_

ATTEST:

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

**THE MINUTES OF THE WORK SESSION OF THE MAYOR AND  
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ  
HELD ON THIS 17<sup>TH</sup> DAY OF MAY 2010**

**CALL TO ORDER** Mayor Gerald W. Lindsey called the work session meeting to order at 6:01 p.m. on Monday, May 17, 2010

**ROLL CALL** by was taken by Recording Secretary Sherry Van Allen

**PRESENT**

Mayor Gerald W. Lindsey  
Councilman Elwood A. Johnson  
Councilman Jimmy L. Norris  
Councilwoman Monika Cronberg  
Councilman Stephen Klump  
Councilman Christopher Donahue

**ABSENT**

Vice-Mayor Larry Schultz

**STAFF**

City Manager Pat McCourt  
City Attorney Hector M. Figueroa  
Recording Secretary Sherry Van Allen  
Public Safety Director Jake Weaver  
Finance Director Ruth Graham  
Public Services & Works Director Dave Bonner  
Library Director Tom Miner  
Development Services Jeff Stoddard

**PLEDGE OF ALLEGIANCE TO THE FLAG** lead by Mayor Lindsey

**DECLARATION ON CONFLICT OF INTEREST** – None Declared

**ADOPTION OF THE AGENDA**

**MOTION** Councilman Johnson moved that the agenda be adopted as presented.

**SECONDED** by Councilwoman Cronberg. **CARRIED**

**DISCUSSION REGARDING FY2010-11 BUDGET FOR PUBLIC SAFETY, MAYOR & COUNCIL, COMMUNITY DEVELOPMENT, GENERAL GOVERNMENT ADMINISTRATION AND FINANCE**

City Manager Pat McCourt began the discussion on the purposed budget. He stated that tonight's budget would be concerning the General Fund.

City Manager McCourt reported that the budget of the Mayor and Council has only one significant change. This is within the subscriptions and memberships. This line item increased because it has been moved from Administration into the Mayor and Council section. This includes the dues for SEAGO-\$1140.00, AZ League of Cities and Towns -\$ 4100.00, and RC&D \$150.00. Dues total \$5390.00. No questions were asked concerning the Mayor & Council Budget.

The Community Programs Department consists of several different items. The utilities expense is the cost of utilities for the operation of the Community Center. The contract with Chamber is one-half of the bed tax collected. This is what we pay the Chamber to operate the visitor's center. Only \$2500 has been programmed that is for Cochise County Economic Development. The remainder is non-programmed funds. Additional items in this area are the Cochise County Tourism Committee & WASA agreement. The matching grant is for the Senior Center. The Community Programs currently are \$3,500 for Fireworks and \$6060.00 approved for paving the lot for senior center.

We have budgeted \$20,000 for Economic Development

City manager McCourt discussed the Administration budget that includes, City Manger, City Clerk, & Human Resources. This budget reflects building maintenance costs for City Hall. We have added a new line for a retirement allowance for potential retirees. Note that the Subscriptions line has lessened due to part of this being moved to Mayor & Councils line. The travel and training line in this department covers charges for required seminars for the City manager and City Clerk and HR if needed. The line in Administration only covers the dues for the City Manager and City Clerks required memberships. The utilities are reduced due to the cost being moved into Parks & Rec. Administration had been being billed for the water that was being pumped at the golf course. The bulk of General Fund is made up of Public Safety. Chief Weaver will be discussing those items for you. Please note that all General Funds are normally made up of large amounts in Police and Fire.

Chief Weaver explained the Public Safety Budget beginning with Public Safety Administration. This department has three employees and oversees the operations of the department as well as serves as a liaison to other agencies and citizens. Public Safety Administrations no questions were ask. – Communications operates 24/7 dispatch handles walk-in traffic and 911 calls.

**THE MINUTES OF THE WORK SESSION OF THE MAYOR AND  
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ  
HELD ON THIS 17<sup>TH</sup> DAY OF MAY 2010**

This department supports all police, fire, EMS and fire calls. Communications is requesting a capital purchase to upgrade for federal communications equipment compliance. Public Safety maintenance contracts have been reduced by \$9,000. Mayor Lindsey asked if salaries include the vacant dispatch position? Chief Weaver replied yes it does include that vacant position. Humane also includes the IGA with the County and has two employees 1 full time and one ¼ position. Arizona State Retirement has gone up, and the humane budget shows an increase in contract services with animal control services for spaying and neutering. Mayor Lindsey asked if the County pays any of the contract services? City Manager McCourt explained that the county pays a portion of the shelter but they do not pay anything in field operations. Councilman Norris asked what percentage are county animals impounded versus City? Chief Weaver replied that the county impounds about 65% more than the City. Mr. McCourt reported that staff will be bringing the Humane IGA with the county back to Council for approval in June and we will be sure to bring the statistics.

Chief Weaver covered the budget for Patrol – Patrol officers provide police services to the City of Willcox 24/7- 365. Patrol has seven certified police officers. This budget has a slight increase in medical insurance and the largest increase is from the increase in the Public Safety Retirement System. This department is requesting a capital purchase to replace a 2001 patrol car. Investigations – currently has two detectives who works closely with the County and other agencies. The Council asked no questions on Patrol or Investigations. Fire Budget – This division is staffed by volunteer firefighters. The Fire department performs numerous community services and has 20 volunteers. A large contingency of City employees also serve as volunteer firefighters. Increase in Fire budget is due to maintaining the breathing apparatus maintenance contract. A capital purchase is requested for federally required radios. Chief Weaver explained that the City is looking into grants and other funding available for the radio upgrade. The next department covered by Chief Weaver was the K9 budget. The K9 unit is part of a Special Forces patrol unit. We have broken these expenses out into a separate division. There are slight increases in K9 due to retirement and slight increase for maintenance on vehicle. No further questions were received on Public Safety.

Ruth Graham – Discussed the Finance department budget. Increase on medical insurance. She explained that HRA fees have been added to finance and so have the auditing fees that allow for the general audit and the independent audit. Contract services include the agreement between the City and VTC. Finance is requesting \$16,000 for a new back-up system and for a new copier to replace the copier upstairs. There were no questions asked concerning the finance budget by the council members.

Mr. McCourt also reported that Finance also tracks all of the City revenues and stated that as you can see from the audit reports they do a good job. Health insurance should be brought forth at the June 7<sup>th</sup> meeting we are anticipating no additional cost to the City or to the Employees.

Councilwoman Cronberg asked if we were able to track down the money that was donated to the City for the Senior Center? Mr. McCourt reported that yes we have found that money and that the Chamber of Commerce has it.

Councilman Johnson asks is the current budget 32 million total? – Mr. McCourt responded, yes you will find that by looking at the summary page of the book and that there is an anticipation of using some of the savings funds. However, last year we estimated we would spend down \$700,000 and we have only spent about \$420,000.

Councilman Johnson asked do you feel the budgeted fuel line items are projected high enough? Mr. McCourt explained this is an item of concern. However, we believe we may have adequately covered it all.

Councilman Johnson asked how long it has been since employees have had a raise what about three to four years. He then asked, "Is there any way to cut 10% out of budget"?

Mr. McCourt answered, "We can if you tell me what services you want to cut. We can cut resources and shift them to other areas; just tell me which services to cut."

**ADJOURN** - There was no further business brought forth and the Meeting was adjourned at 6:57p.m. by Mayor Lindsey.

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the City Council of the City of Willcox held on the 17<sup>th</sup> day of May 2010. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 27<sup>th</sup> day of May 2010

\_\_\_\_\_  
Recording Secretary Sherry Van Allen

**THE MINUTES OF THE WORK SESSION OF THE MAYOR AND  
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ  
HELD ON THIS 17<sup>TH</sup> DAY OF MAY 2010**

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
MAYOR GERALD W. LINDSEY  
Signed: \_\_\_\_\_

ATTEST:

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



**CITY OF WILLCOX  
REQUEST FOR COUNCIL ACTION**

Agenda Item 10B  
Tab Number 3.  
Date: 8/2/2010

<u>Date Submitted:</u>	<u>Action:</u>	<u>Subject:</u>
July 28, 2010	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal	School Safety Program Intergovernmental Agreement with the Willcox Unified School District

TO: MAYOR AND COUNCIL  
FROM: Finance Director Ruth Graham

**DISCUSSION:**

The City of Willcox (City) and the Willcox Unified School District #13 (WUSD) have worked together for several years to provide a School Safety Program through which the City and WUSD share the cost of the salary and benefits to provide a School Resource Officer (SRO). The proposed agreement is for the year beginning July 1, 2010 and ending June 30, 2011.

The purpose of this IGA is to foster a safe school environment on the school premises and at school sponsored activities. The Willcox Department of Public Safety (WDPS) is the Law Enforcement Unit, and the SRO officer's salary and benefits are paid through the City's payroll. The SRO officer's annual salary is \$50,502, and the cost of the benefits is \$24,421, for a total of \$74,922.95. WUSD will contribute the sum of \$34,272.95; the City will contribute the sum of \$40,650.00. In the event that additional employment costs may arise, such costs will be at the City's expense.

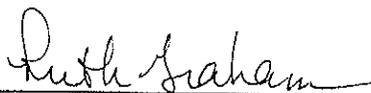
The SRO is assigned to the schools for the purposes of ensuring the safety and security of the students and staff during regular school hours, special events and activities held on school campuses. The SRO investigates alleged criminal acts on school campuses, instructs students in Drug Abuse Resistance Education (D.A.R.E.) and other law related education, and assists WUSD employees with matters regarding the safety and security of students to provide a safe, positive learning environment. The SRO also acts as the immediate first responder to threats to the safety and security of WUSD students and employees, and acts as the liaison between WUSD and the WDPS.

**RECOMMENDATION:**

Motion to approve the School Safety Intergovernmental Agreement Among the Willcox Unified School District #13 and the City of Willcox, Cochise County, Arizona for the year beginning July 1, 2010 and ending June 30, 2011.

**FINANCIAL IMPACT: \$40,650.00.**

Submitted by:



Ruth Graham, Finance Director

Approved by:

Pat McCourt, City Manager



**RESOLUTION NO. 2010-83**

**A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND ADOPTING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILLCOX [CITY] AND THE WILLCOX UNIFIED SCHOOL DISTRICT #13 [SCHOOL] FOR THE PURPOSE OF IMPLEMENTING A SCHOOL SAFETY PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION, THE IGA AND DECLARING AN EMERGENCY TO EXIST**

**WHEREAS**, the CITY is authorized pursuant to A.R.S. § 9-240(B) (12), to establish and require police of the town, to appoint watchmen and policemen, to remove them and to prescribe their powers and duties; and

**WHEREAS**, the CITY and the SCHOOL are vested with the authority to enter into Intergovernmental Agreements pursuant to A.R.S. §§ 11-951; 11-952; 15-154; 15-155 and 15-342(13); and

**WHEREAS**, the CITY, the SCHOOL have entered into Agreements for the SCHOOL SAFETY PROGRAM in past years that were funded by Grant Funds; and

**WHEREAS**, the CITY and the SCHOOL have agreed to share the cost of funding the SCHOOL SAFETY PROGRAM for the SRO in the total amount of \$74,922.95 with \$40,650.00 from the CITY and \$34,272.95 from the SCHOOL; and

**WHEREAS**, the CITY desires to have this Resolution presented at its next Council meeting on August 2, 2010 and has determined that approval of the SCHOOL SAFETY PROGRAM IGA is in the best interest of the CITY 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 continued assignment of a School Resource Officer ("SRO") to the SCHOOL, 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: That the CITY has determined the IGA is in the best interests of the CITY, the SCHOOL and the residents of the City of Willcox and the District.

Section 2: That the CITY formally approves and adopts the School Safety Program Agreement, by reference as if set forth herein in full, and as outlined above in Resolution No. 2010-83.

Section 3: That the Mayor is authorized and empowered to execute this and the Mayor and/or his designee are authorized to execute and implement the provisions of the Agreement on behalf of the CITY.

Section 4: 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.

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

**APPROVED/EXECUTED:**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**RESOLUTION NO: 2010-83**

**INTERGOVERNMENTAL AGREEMENT  
AMONG  
WILLCOX UNIFIED SCHOOL DISTRICT #13,  
AND  
CITY OF WILLCOX, COCHISE COUNTY, ARIZONA**

This is an Intergovernmental Agreement, hereinafter referred to as "IGA", between the City of Willcox, hereinafter referred to as "CITY," and Willcox Unified School District #13, hereinafter referred to as "SCHOOL," subject to the following terms and conditions:

1. **Purpose.**

The purpose of this IGA is to foster a safe school environment on SCHOOL premises and at SCHOOL sponsored activities by having a School Resource Officer ("SRO") assigned to SCHOOL premises in accordance with this Agreement and the IGA designating the Willcox Department of Public Safety ["WDPS"] as the "Law Enforcement Unit" for the SCHOOL.

2. **Authority.**

The City of Willcox, through the WDPS, is empowered to establish and regulate the police of the city pursuant to A.R.S. § 9-240(12) and the CITY is vested with all powers of incorporated cities and towns as set forth in Title 9.

The CITY and the SCHOOL may enter into intergovernmental agreements with one another pursuant A.R.S. §§ 11-952 et seq.; 15-141; 15-341; and 15-342.

The SCHOOL is permitted pursuant to 20 U.S.C § 1232(g) and C.F.R. § 99.8 of the Family Educational Rights and Privacy Act ("FERPA") to designate a unit of commissioned officers as the District's "law enforcement unit" to (1) enforce applicable laws and refer matters to law enforcement authorities with appropriate jurisdiction, or (2) maintain the physical security and safety of the District.

3. **Term and Renewal.**

This IGA shall be effective from July 1, 2010, and continue through June 30, 2011. The IGA shall not be effective until the IGA has been executed by all the parties, reviewed by their respective legal counsel [pursuant to A.R.S. § 11-952(D)], and filed with the Cochise County Recorder's Office [pursuant to A.R.S. S 11-952(G)]. This Agreement may be extended for three (3) additional one-year terms by appropriate action of the parties and by filing notification of renewal with the Cochise County Recorder.

4. **Duties of the SCHOOL.**

The SCHOOL shall:

- a) Provide reasonable office and/or classroom space, office equipment, including furniture, telephones and usual utilities.
- b) Provide office supplies including pencils, pens, stapler, tape dispenser, etc.
- c) Upon potential implementation of the Youth Classroom Activities, be a co-sponsor by allowing Willcox Against Substance Abuse [WASA] to disseminate information and conduct training on the SCHOOL premises, provided that training sessions do not interfere with other SCHOOL operations or activities.
- d) Provide appropriate space for WASA and SRO program activities held on SCHOOL premises outside normal class time for SCHOOL students.
- e) Provide funding in the amount of \$34,272.95 to be included together with the \$40,650.00 to be provided by the CITY for the grand total amount of \$74,922.95.

6. **Duties of the CITY.**

The CITY will:

- a) Assign an officer from the Willcox Police Department to the SCHOOL to serve as a School Resource Officer [SRO]. The CITY will be responsible for insuring that all required training and certification requirements are complied with for the assigned SRO. The SRO'S work location will be on the Willcox High School premises as designated by the SCHOOL.
- b) Require the SRO to cooperate with school officials and the WDPS in the education of students and the enforcement of applicable state statutes.
- c) Consult with the SCHOOL regarding the current assignment, the selection of a new SRO [if it becomes necessary in the future] and the evaluation of the SRO'S performance.
- d) Require the SRO assigned to the SCHOOL to comply with all applicable state and federal laws and regulations and school policies, and to follow any reasonable directives or requests of school administrators.
- e) The CITY shall be responsible for accounting of funds, doing payroll and providing fringe benefits for the SRO. The WDPS shall be responsible for selection/assignment and for overall oversight of the SRO.

f) Provide funding in the amount of \$40,50.00 to be included together with the \$33,272.95 to be provided by the SCHOOL for the grand total amount of \$74,923.00.

**The SRO will:**

g) Provided that there is a valid parental consent, participate in parent staffing when requested by the school administration. The SRO will respond and provide official law enforcement duties as a certified officer on regular police matters when requested by the WDPS.

**The CITY and/or SRO will:**

h) Assist SCHOOL with law related educational instruction.

i) Assist WASA with the organization, supervision and implementation of WASA sponsored activities.

7. **Financing.**

The funding for all costs associated with the SCHOOL SAFETY PROGRAM will be shared among the CITY, the SCHOOL and WASA as follows:

A) The SCHOOL ---	\$34,272.95
B) The CITY ---	<u>\$40,650.00</u>
TOTAL	\$74,922.95

8. **Fund Accounting.**

Funds distributed to CITY shall be handled and accounted for in accordance with the regular operating procedures established by the CITY. Any interest earned on these monies while in the possession of the CITY shall accrue to the CITY and may be used by the CITY for the SCHOOL SAFETY PROGRAM in accordance Mayor and Council approval.

In the event that this IGA is terminated prior to June 30, 2011, all unexpended funds in the possession of the CITY shall be returned to the SCHOOL within sixty days (60) of such termination.

9. **Reporting and Records.**

All books, accounts, reports, files and other records relating to this IGA shall be kept for five (5) years after termination of this IGA.

10. **Confidentiality.**

A. The assigned SRO shall establish and maintain procedures and controls that are acceptable to the CITY and the SCHOOL for the purpose of assuring that no information contained in the

SRO records or obtained from the SCHOOL or from others carrying out its functions shall be disclosed by the SRO, or anyone under her/his supervision, except as is necessary in the performance of the SRO'S duties as described herein. No information pertaining to probationers or juveniles shall be divulged, other than as required in the performance of the officer's duties as described herein.

B. There shall be no disclosure of personally identifiable information from any student's education records except in compliance with A.R.S. § 15-141 and the Family Education Rights and Privacy Act ("FERP A") and regulations adopted pursuant to that Act, the Individuals with Disabilities Education Act ("IDEA") and regulations adopted thereunder, and applicable School Board policies as to the disclosure of personally identifiable information from students education records.

C. By signing this IGA, the CITY and the WDPS certify that any personally identifiable information from any student's educational record which is disclosed to one of their officers, agents or employees will not be disclosed to any other party, unless in accord with FERP A, IDEA and regulations adopted thereunder, without the prior consent of the parent or, if the student is 18 years of age or older, the student. In addition, information may be disclosed to the SRO pursuant to 34 CFR § 99.31(a)(5)(i)(A-B) which provides for reporting or disclosure to state and local officials to whom such information is specifically allowed to be reported or disclosed pursuant to a State statute, provided that the reporting or disclosure allowed by the statute concerns the juvenile justice system and such system's ability to effectively serve, prior to adjudication, the student whose records are released, and further provided that the state statute was either (A) adopted prior to November 19, 1974; or (B) if adopted after 1974, the officials and authorities to whom such information is disclosed certify in writing to the SCHOOL that the information will not be disclosed to any other party, except as provided under State law, without the prior written consent of the parent of the student.

#### 11. Termination and Disposition of Property Upon Termination.

A. **Termination.** This IGA may be terminated for any reason and by either party upon providing a thirty day (30) written notice to all parties. Notice of termination must be in writing and delivered personally to the designated representative or sent by certified mail. If any party has reason to suspect that any aspect of activities undertaken pursuant to this IGA presents a risk to the health or safety of students or is contrary to mission or operations of such party, that party may request a meeting to be convened between the three entities within 48 hours with said meeting to be promptly confirmed in writing. In such circumstances, the SCHOOL may request that any SRO assigned to the SCHOOL be prohibited from coming on to the SCHOOL premises or attending SCHOOL sponsored activities or contacting SCHOOL students or employees, and if the SCHOOL makes such a request, the SRO shall be withdrawn in accord with the request and another SRO, in consultation with the SCHOOL, may be assigned on a temporary basis for up to two weeks while the parties attempt to resolve any outstanding issues. If the parties cannot agree upon a resolution within an additional sixteen (16) day period, during which the CITY will use its best efforts to provide services acceptable to the SCHOOL to the extent that it has staff available to do so, the IGA shall automatically terminate at the conclusion of the period, and no party shall have any further obligation to any other party except (a) to return all property purchased by funds disbursed

by the SCHOOL pursuant to this IGA to the SCHOOL, (b) to return any property belonging to any other party; and (c) to maintain the confidentiality of records in accord with applicable state and federal law.

**B. Disposition of Property Upon Termination.** No joint purchase of property is contemplated pursuant to this IGA. Property purchased from funding attributable to funds awarded to the SCHOOL SAFETY PROGRAM and disbursed pursuant to this IGA shall belong to the SCHOOL and must be returned upon the termination or cancellation of this IGA or upon its expiration without further renewal. Any property owned by any party or purchased by funds other than those awarded to the SCHOOL SAFETY PROGRAM and disbursed pursuant to this IGA shall be and remain the property of such party.

**12. Modification.**

Any modification of this IGA must be in writing and executed by all parties.

**13. Employment Status of the School Resource Officer/Police Officer.**

Except as otherwise provided by law, in the performance of duties and activities under this IGA, all parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The officers, employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. It is also understood and agreed that the SRO is an employee of the CITY.

SRO specific job duties shall be determined by the CITY, the WDPS and the SCHOOL as deemed appropriate by the parties to this IGA.

**14. Responsibilities.**

Each party agrees to assume full responsibility for the acts and omissions of such party's officers, agents and employees.

**15. Rights and Duties of Party Only.**

The provisions of this IGA govern the duties and responsibilities of the parties to the IGA and are not intended to confer any right, entitlement, privilege or benefit on any third party.

**16. Entire IGA.**

This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made only in writing and signed by the parties to this IGA.

**17. Invalidity of Part of the IGA.**

The parties agree that should any provision, paragraph, sentence, word or part thereof of this IGA be held to be invalid or void by a court of competent jurisdiction, the remainder of the IGA shall remain in full force and effect.

**18. Governing Law.**

This IGA shall be construed under the laws of the State of Arizona and shall incorporate, by reference, all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

**19. Compliance with Non-Discrimination Laws.**

All parties shall comply with applicable provisions of Title VII of the Civil Rights Act of 1964, as amended, by the Age Discrimination in Employment Act, and State Executive Order 75-5, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The parties shall also comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental disability and the Americans with Disabilities Act.

**20. Conflict of Interest.**

The parties acknowledge that this IGA is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part thereof.

**21. Workers' Compensation.**

An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this IGA, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits that may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation."

22. **Notice.**

All notices, requests for payment, or other correspondence between the parties regarding this IGA shall be mailed or delivered personally to the respective parties to the following addresses:

If to SCHOOL:

Dr. Richard Rundhaug  
Superintendent of Schools  
Willcox Unified School District #13  
480 N. Bisbee Avenue  
Willcox, AZ 85643

If to CITY:

Chief Jake Weaver  
Willcox Department of Public Safety  
320 Rex Allen Drive  
Willcox, AZ 85643

**IN WITNESS WHEREOF**, the parties hereto have executed their signatures to this IGA on the dates written below:

CITY OF WILLCOX

WILLCOX DEPARTMENT OF PUBLIC SAFETY

\_\_\_\_\_  
Mayor, Gerald W. Lindsey      Date

\_\_\_\_\_  
WDPS Chief, Jake Weaver      Date

WILLCOX UNIFIED SCHOOL DISTRICT #13

\_\_\_\_\_  
Dr. Richard Rundhaug  
Superintendent of Schools

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

RE: SCHOOL SAFETY PROGRAM [SRO] AGREEMENT BETWEEN THE CITY OF WILLCOX AND WILLCOX UNIFIED SCHOOL DISTRICT #13

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City Attorney who has determined that it is in appropriate form and is within the powers and authority granted to the City of Willcox, Cochise County, Arizona.

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

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In accordance with A.R.S. § 11-952 this Agreement has been reviewed by the undersigned that has determined that this agreement is in appropriate form and within the powers and authority granted to the Willcox Unified School District #13.

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 2010.

By: \_\_\_\_\_  
Candyce B. Pardee, Esq.  
Deputy County Attorney



TAB 4

**NOTICE OF PUBLIC HEARING  
MAYOR AND CITY COUNCIL**

In accordance with Resolution No. 370 of the City of Willcox, and Section 38-431.01 of the Arizona Revised Statutes **NOTICE IS HEREBY GIVEN** that the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold a **PUBLIC HEARING**, during the **REGULAR** meeting, on **MONDAY** the **2<sup>nd</sup> and 16** day of **AUGUST**, 2010 at **7:00 p.m.**, in the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, WILLCOX, AZ.**

Public Hearing on:

**FISCAL YEAR 2010-2011 BUDGET**

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

DATED AND POSTED this 28<sup>th</sup> day of JULY 2010 AT 2:00 P.M.

CITY OF WILLCOX, ARIZONA

*Cristina G. Whelan, CMC*

Is/Cristina G. Whelan, CMC

CITY CLERK

Publichearing/fy2010-1-2011 budget

## LEGAL NOTICE

### **PUBLIC NOTICE OF HEARINGS**

**NOTICE IS HEREBY GIVEN** that the Mayor and Council of Willcox will hold two Public Hearings, on Monday, August 2, 2010, and Monday, August 16, 2010, at 7:00 p.m. at the City Council Chambers, 300 W. Rex Allen Drive, Willcox, AZ 85643, for the purposes of hearing public comment and/or views regarding the:

#### **Fiscal Year 2010 - 2011 Annual Budget**

Copies of the proposed Annual Budget are available for review at the Library and at City Hall. All members of the public are invited to attend such public hearings and submit written comments. Persons unable to attend, but desiring comment, may submit written comments to the Office of the City Clerk, 101 S. Railroad Avenue, Suite B, Willcox, AZ 85643, prior to 4:00 p.m. on the day of the public hearings.

Publish: Arizona Range News  
7/21/10 and 7/28/10

**OFFICAL BUDGET FORMS**  
**CITY OF WILLCOX, ARIZONA**  
**Fiscal Year 2011**

**CITY OF WILLCOX, ARIZONA**

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Schedule C—Summary by Fund Type of Revenues Other Than Property Taxes

Schedule D—Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers

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Schedule F—Summary by Department of Expenditures/Expenses

**CITY OF WILLCOX, ARIZONA**  
**Summary Schedule of Estimated Revenues and Expenditures/Expenses**  
**Fiscal Year 2011**

FUND	ADOPTED BUDGETED EXPENSES* 2010	ACTUAL EXPENDITURES/EXPENSES ** 2010	FUND BALANCE/ NET ASSETS*** July 1, 2010**	PROPERTY TAX REVENUES 2011		ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2011	OTHER FINANCING 2011		INTERFUND TRANSFERS 2011		TOTAL FINANCIAL RESOURCES AVAILABLE 2011	BUDGETED EXPENDITURES/EXPENSES 2011
				Primary:	Secondary:		SOURCES	<USES>	IN	<OUT>		
1. General Fund	\$ 4,231,551	\$ 3,771,501	\$	\$ 68,917	\$ 2,897,119	\$	\$	\$ 465,300	\$ 24,884	\$ 3,408,452	\$ 4,328,672	
2. Special Revenue Funds	2,275,807	1,617,113			3,181,193			88,266	63,382	3,208,077	3,488,428	
3. Debt Service Funds Available	158,196	154,024						6,000		6,000	162,639	
4. Less: Designation for Future Debt Retirement												
5. Total Debt Service Funds	158,196	154,024						6,000		6,000	162,639	
6. Capital Projects Funds	186,500	226,658			90,000						207,149	
7. Permanent Funds	7,075	51,026			42,000						42,000	
8. Enterprise Funds Available	28,128,190	2,845,029			3,233,000		20,125,116		471,300	22,886,816	23,542,256	
9. Less: Designation for Future Debt Retirement												
10. Total Enterprise Funds	28,128,190	2,845,029			3,233,000		20,125,116		471,300	22,886,816	23,542,256	
11. Internal Service Funds												
12. TOTAL ALL FUNDS	\$ 34,987,319	\$ 8,665,351	\$	\$ 68,917	\$ 9,443,312	\$ 20,125,116	\$	\$ 559,566	\$ 559,566	\$ 29,637,345	\$ 31,781,144	

**EXPENDITURE LIMITATION COMPARISON**

	2010	2011
1. Budgeted expenditures/expenses	\$ 34,987,319	\$ 31,781,144
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	34,987,319	31,781,144
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$ 34,987,319	\$ 31,781,144
6. EEC or voter-approved alternative expenditure limitation	\$ 36,727,251	\$ 37,495,994

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

\* Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.

\*\* Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

\*\*\* Amounts in this column represent Fund Balance/Net Asset amounts except for amounts invested in capital assets, net of related debt, and reserved/restricted amounts established as offsets to assets presented for informational purposes (i.e., prepaids, inventory, etc.).

**CITY OF WILLCOX, ARIZONA**  
**Summary of Tax Levy and Tax Rate Information**  
**Fiscal Year 2011**

	2010	2011
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 66,080	\$ 68,917
2. Amount received from primary property taxation in the <b>current year</b> in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$	
3. Property tax levy amounts		
A. Primary property taxes	\$ 66,080	\$ 68,917
B. Secondary property taxes	153,046	156,639
C. Total property tax levy amounts	\$ 219,126	\$ 225,556
4. Property taxes collected*		
A. Primary property taxes		
(1) <b>Current</b> year's levy	\$ 60,692	
(2) Prior years' levies	3,535	
(3) Total primary property taxes	\$ 64,227	
B. Secondary property taxes		
(1) <b>Current</b> year's levy	\$ 140,550	
(2) Prior years' levies	9,057	
(3) Total secondary property taxes	\$ 149,607	
C. Total property taxes collected	\$ 213,834	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	0.2890	0.3020
(2) Secondary property tax rate	0.6556	0.6700
(3) Total city/town tax rate	0.9446	0.9720

B. Special assessment district tax rates

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating no special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

\* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**CITY OF WILLCOX, ARIZONA**  
**Summary of Tax Levy and Tax Rate Information**  
**Fiscal Year 2011**

	2010	2011
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 66,080	\$ 68,917
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\* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**CITY OF WILLCOX, ARIZONA**  
**Summary by Fund Type of Revenues Other Than Property Taxes**  
**Fiscal Year 2011**

SOURCE OF REVENUES	ESTIMATED REVENUES 2010	ACTUAL REVENUES* 2010	ESTIMATED REVENUES 2011
<b>GENERAL FUND</b>			
<b>Local taxes</b>			
City Sales Tax	\$ 1,524,420	\$ 1,347,839	\$ 1,463,443
Occupancy Tax	150,000	127,458	130,000
Law Agency Tax	75	868	250
<b>Licenses and permits</b>			
Franchise Fees	270,000	280,057	310,500
Licenses and Permits	41,900	48,573	52,300
<b>Intergovernmental</b>			
State - Sales and income tax	800,260	762,318	651,184
County - Auto in lieu	167,000	166,701	175,000
County Contribution - Humane	23,882	23,882	26,042
<b>Charges for services</b>			
Services	35,150	48,193	36,000
<b>Fines and forfeits</b>			
Court Fines	1,200	14,141	1,000
Library Fines	5,000	5,946	5,000
<b>Interest on investments</b>			
Interest income	30,000	6,607	10,000
<b>Contributions</b>			
Voluntary contributions			
<b>Miscellaneous</b>			
Miscellaneous	30,000	50,024	30,900
Rents	5,500	5,137	5,500
<b>Total General Fund</b>	<b>\$ 3,084,387</b>	<b>\$ 2,887,744</b>	<b>\$ 2,897,119</b>

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**CITY OF WILLCOX, ARIZONA**  
**Summary by Fund Type of Revenues Other Than Property Taxes**  
**Fiscal Year 2011**

SOURCE OF REVENUES	ESTIMATED REVENUES 2010	ACTUAL REVENUES* 2010	ESTIMATED REVENUES 2011
<b>SPECIAL REVENUE FUNDS</b>			
<b>Highway User Revenue Fund</b>			
City sales tax	\$ 762,210	\$ 673,919	\$ 731,722
HURF revenue	294,829	273,754	283,036
Interest income	5,000	875	5,000
Miscellaneous			
<b>Total Highway User Revenue Fund</b>	<b>\$ 1,062,039</b>	<b>\$ 948,548</b>	<b>\$ 1,019,758</b>
<b>Local Transportation Assistance Fund</b>			
LTAF	\$ 17,030	\$ 9,427	\$
<b>Total Local Transportation Assistance Fund</b>	<b>\$ 17,030</b>	<b>\$ 9,427</b>	<b>\$</b>
<b>Grants</b>			
Grants	\$ 956,131	\$ 379,332	\$ 2,137,835
Other	14,907	37,239	23,600
	\$ 971,038	\$ 416,571	\$ 2,161,435
<b>Total Special Revenue Funds</b>	<b>\$ 2,050,107</b>	<b>\$ 1,374,546</b>	<b>\$ 3,181,193</b>
<b>DEBT SERVICE FUNDS</b>			
	\$	\$	\$
<b>Total Debt Service Funds</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>CAPITAL PROJECTS FUNDS</b>			
Interest income	\$	\$ 894	\$
Grants		60,000	90,000
<b>Total Capital Projects Funds</b>	<b>\$</b>	<b>\$ 60,894</b>	<b>\$ 90,000</b>
<b>PERMANENT FUNDS</b>			
Magistrate Court	\$	\$ 50,835	\$ 35,000
Firemen's Pension	7,075	5,559	7,000
<b>Total Permanent Funds</b>	<b>\$ 7,075</b>	<b>\$ 56,394</b>	<b>\$ 42,000</b>
<b>ENTERPRISE FUNDS</b>			
Gas Fund	\$ 1,190,841	\$ 982,524	\$ 1,172,000
Water Fund	754,475	729,109	785,000
Sewer Fund	637,411	769,913	701,000
Refuse Fund	589,916	562,360	575,000
<b>Total Enterprise Funds</b>	<b>\$ 3,172,643</b>	<b>\$ 3,043,906</b>	<b>\$ 3,233,000</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 8,314,212</b>	<b>\$ 7,423,484</b>	<b>\$ 9,443,312</b>

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**CITY OF WILLCOX, ARIZONA**  
**Summary by Department of Expenditures/Expenses Within Each Fund Type**  
**Fiscal Year 2011**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2010	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2010	ACTUAL EXPENDITURES/ EXPENSES* 2010	BUDGETED EXPENDITURES/ EXPENSES 2011
<b>GENERAL FUND</b>				
General Government	\$ 1,085,241	\$ (22,799)	\$ 996,751	\$ 1,102,194
Community Programs	162,250	(6,994)	107,232	155,660
Public Safety	1,618,478	(46,547)	1,437,364	1,603,782
City Services	306,099	(2,000)	248,878	281,961
Public Works	1,186,060	(48,237)	981,276	1,185,075
<b>Total General Fund</b>	<b>\$ 4,358,128</b>	<b>\$ (126,577)</b>	<b>\$ 3,771,501</b>	<b>\$ 4,328,672</b>
<b>SPECIAL REVENUE FUNDS</b>				
Highway User Fund	\$ 1,250,996	\$ (98,238)	\$ 1,154,201	\$ 1,150,982
LTAF			9,420	
Grants	1,008,542		416,846	2,226,101
Other	114,507		36,646	121,345
<b>Total Special Revenue Funds</b>	<b>\$ 2,374,045</b>	<b>\$ (98,238)</b>	<b>\$ 1,617,113</b>	<b>\$ 3,498,428</b>
<b>DEBT SERVICE FUNDS</b>				
Debt Service	\$ 153,046	\$ 5,150	\$ 154,024	\$ 162,639
<b>Total Debt Service Funds</b>	<b>\$ 153,046</b>	<b>\$ 5,150</b>	<b>\$ 154,024</b>	<b>\$ 162,639</b>
<b>CAPITAL PROJECTS FUNDS</b>				
Library Facility	\$ 128,500	\$	\$ 208,305	\$ 143,050
Police Facility	58,000		18,353	64,099
<b>Total Capital Projects Funds</b>	<b>\$ 186,500</b>	<b>\$</b>	<b>\$ 226,658</b>	<b>\$ 207,149</b>
<b>PERMANENT FUNDS</b>				
Magistrate Court	\$	\$	\$ 48,240	\$ 35,000
Firemen's Pension	7,075		2,786	7,000
<b>Total Permanent Funds</b>	<b>\$ 7,075</b>	<b>\$</b>	<b>\$ 51,026</b>	<b>\$ 42,000</b>
<b>ENTERPRISE FUNDS</b>				
Gas Fund	\$ 4,190,841	\$	\$ 992,853	\$ 4,239,579
Water Fund	3,122,793	(5,150)	729,197	3,026,677
Sewer Fund	20,229,790		600,077	15,701,000
Refuse Fund	589,916		522,902	575,000
<b>Total Enterprise Funds</b>	<b>\$ 28,133,340</b>	<b>\$ (5,150)</b>	<b>\$ 2,845,029</b>	<b>\$ 23,542,256</b>
<b>INTERNAL SERVICE FUNDS</b>				
	\$	\$	\$	\$
<b>Total Internal Service Funds</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 35,212,134</b>	<b>\$ (224,815)</b>	<b>\$ 8,665,351</b>	<b>\$ 31,781,144</b>

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Willcox, Fiscal Year 2010-2011 Summary Published Budget 07/21/10

Tab	Page	Account No.	Dept	Title	Description	Tentative Budget Total 6/21/10	Additional (Revenue) Expense	Published Budget Total 7/21/10
<b>General Fund:</b>								
Revenue	1A/2A	10-37-50000	Revenue	Fund Bal	Increase appropriations to balance	\$ (897,336)		\$ (897,336)
	1A/2A	10-39-91700		Humane	Increase County contribution	\$ (26,042)		\$ (26,042)
		10-3x-xxxx		Other	General Fund Revenue	\$ (3,405,294)		\$ (3,405,294)
				Total	General Fund Revenue	\$ (4,328,672)		\$ (4,328,672)
Council	5A	10-403-9811	Community Programs	Programs	Sr Center lot \$6,060, fireworks \$3,500	\$ 10,910		\$ 10,910
GenGov	7	GF Depts	All expense	Adj benefits	Centennial figures \$1,350			
P. Sfty	27A	10-425-2102	Patrol	Uniforms	Health Insurance/Industrial Insurance	\$ 4,207,587		\$ 4,207,587
P. Sfty	12A	10-426-2102	Investigations	Uniforms	Correct initial budget entry error	\$ 6,000		\$ 6,000
Admin		10-443-2499	Legal and	City Atty	Correct initial budget entry error	\$ 2,000		\$ 2,000
Public	69A	10-443-2501	Court	Atty Fees	Reflect contract adjustment	\$ 72,000		\$ 72,000
Works	69A	10-462-1105	Parks	Overtime	Reflect contract adjustment	\$ -		\$ -
	69A	10-462-1201	Parks	W Comp	Rex Allen Days labor	\$ 4,250		\$ 4,250
	69A	10-462-1203	Parks	FICA	authorized for tournament	\$ 6,508		\$ 6,508
	69A	10-462-1204	Parks	ASRS		\$ 8,488		\$ 8,488
				Total	General Fund Expense	\$ 10,929		\$ 10,929
						\$ 4,328,672		\$ 4,328,672
<b>Streets Fund:</b>								
Streets	75	15-33-6000 to	15-39-98000	Streets	HURF/Streets Revenue	\$ (1,019,758)		\$ (1,019,758)
	75	15-38-20000	Streets	Streets	Adjust fund balance appropriation	\$ (131,224)		\$ (131,224)
				Total	HURF/Streets Revenue	\$ (1,150,982)		\$ (1,150,982)
Streets	76	Personnel	All expense	Adj benefits	Health Insurance/Industrial Insurance	\$ 330,031		\$ 330,031
	77-79	All other exp	All expense	No change	Summary of other expense	\$ 365,397		\$ 365,397
	77	15-452-2117	Streets	Preserve	Adjust to allow for other changes	\$ 183,051		\$ 183,051
	77	15-452-2870	Streets	Leases	Adjust equipment lease obligation	\$ 64,640		\$ 64,640
	78	15-453-9734	Streets	Transfers	Post addl \$30,000 grant match	\$ 63,382		\$ 63,382
	117A	15-453-9898	Streets	Interest	Post trustee bond fee	\$ 119,481		\$ 119,481
	120A	15-459-9901	Streets	Cap Purch	Post per Council presentation	\$ -		\$ -
		15-459-9909	Streets	Constr	Post Addl street construction	\$ 25,000		\$ 25,000
						\$ 1,150,982	\$ -	\$ 1,150,982

City of Willcox, Fiscal Year 2010-2011 Summary Published Budget 07/21/10

Grants Fund:									
Grants 84	16-33-xxxx	Grants	Revenue	From orig fire truck to ADOT Grant					
Grants 84	16-38-75500	Grants	Transfer In	Transfer from other funds	\$ (2,470,842)	\$ 333,007	\$ (2,137,835)		
			Total	Grant Fund Revenue	\$ (88,266)	\$ 333,007	\$ (88,266)		
					\$ (2,559,108)	\$ 333,007	\$ (2,226,101)		
120A	16-474-xxxx	Grants	All other	All budgeted grant exp less Fed Stim	\$ 1,539,148		\$ 1,539,148		
	16-474-9960	Grants	Fed Stim	\$30,000 proposed Streets match	\$ 1,019,960	\$ (333,007)	\$ 686,953		
			Total	Grants Fund Expense	\$ 2,559,108	\$ (333,007)	\$ 2,226,101		
Special Revenue Grants:									
Special 89	17-33-xxxx	Sp Rev	Revenue	Sp Grant Rev (contributed) Correction	\$ (128,706)	\$ 7,361	\$ (121,345)		
Grants 90	17-439-xxxx	Grants	Expense	Special Grants Expense	\$ 128,706	\$ (7,361)	\$ 121,345		
Debt Service Fund:									
DebtServ92	20-31 & 38	Debt Serv	Revenue	Debt Service Revenue-correction	\$ (162,639)		\$ (162,639)		
DebtServ93	20-406-xxxx	Debt Serv	Expense	Debt Service Expense-correction	\$ 162,639		\$ 162,639		
Capital Improvements Fund:									
CapImp 94	21-35 & 39	Cap Improvmt	Revenue	Grant revenue & fund bal approp	\$ (207,149)	\$ -	\$ (207,149)		
CapImp 95	21-404-xxxx	Cap Improvmt	Expense	Debt Service Expense-correction	\$ 207,149	\$ -	\$ 207,149		
Gas Fund:									
Gas 98	50-34 to 39	Gas	Revenue	Revenue	\$ (4,172,000)	\$ -	\$ (4,172,000)		
Gas 98	50-34 to 39	Gas	Revenue	Fund bal appropriation-Benefits adj	\$ (67,579)	\$ -	\$ (67,579)		
			Total	Gas Fund Revenue	\$ (4,239,579)	\$ -	\$ (4,239,579)		
Gas 99-101	50-450 to 459	Gas	Expense	Gas Fund Expense	\$ 4,239,579	\$ -	\$ 4,239,579		
Water Fund:									
Water 108	51-34 to 38	Water	Revenue	Revenues	\$ (2,910,116)	\$ -	\$ (2,910,116)		
Water 108	51-39-99800	Water	Fund Bal	Fund bal appropriation-Benefits adj	\$ (116,561)	\$ -	\$ (116,561)		
			Total	Water Fund Revenue	\$ (3,026,677)	\$ -	\$ (3,026,677)		
Water 109-111	51-451 to 459	Water	Expense	Water Fund Expense	\$ 3,026,677	\$ -	\$ 3,026,677		

City of Willcox, Fiscal Year 2010-2011 Summary Published Budget 07/21/10

Sewer Fund:							
Sewer 117A	52-34 to 38	Sewer	Revenues	\$ (701,000)	\$	-	\$ (701,000)
Sewer 117A	52-38-10000	Sewer Fund	Increase capital project allowance	\$ (15,000,000)	\$	-	\$ (15,000,000)
			Water Fund Revenue	\$ (15,701,000)	\$	-	\$ (15,701,000)
Sewer 118-120A	52-451 to 459	Sewer Fund	Operating expenses-incl benefit adj	\$ 701,000	\$	-	\$ 701,000
Sewer 120A	52-459-9902	Sewer Fund	Increase capital project allowance	\$ 15,000,000	\$	-	\$ 15,000,000
			Sewer Fund Expense	\$ 15,701,000	\$	-	\$ 15,701,000
Refuse (Solid Waste) Fund:							
Refuse 126	53-34-30100	Solid Waste	Revenues	\$ (575,000)	\$	-	\$ (575,000)
			Refuse Revenue	\$ (575,000)	\$	-	\$ (575,000)
Refuse 126	53-458-xxxx	Solid Waste	Expense	\$ 575,000	\$	-	\$ 575,000
			Refuse Expense	\$ 575,000	\$	-	\$ 575,000
Magistrate Court (Trust) Fund:							
Court 127	61-39-20100	Magistrate	Revenues	\$ (35,000)	\$	-	\$ (35,000)
			Magistrate Court Revenue	\$ (35,000)	\$	-	\$ (35,000)
Court 127	61-443-xxxx	Court	Expense	\$ 35,000	\$	-	\$ 35,000
			Magistrate Court Expense	\$ 35,000	\$	-	\$ 35,000
Firemen's Pension (Trust) Fund:							
VFF 128	61-39-20100	Volunteer	Revenues	\$ (7,000)	\$	-	\$ (7,000)
		Firefighter	Firemen's Pension Revenue	\$ (7,000)	\$	-	\$ (7,000)
VFF 128	61-443-xxxx	VFF	Expense	\$ 7,000	\$	-	\$ 7,000
			Firemen's Pension Expense	\$ 7,000	\$	-	\$ 7,000
<b>Total City of Willcox</b>				<b>Published Budget at July 21, 2010</b>	<b>\$ 32,121,512</b>	<b>\$ (340,368)</b>	<b>\$ 31,781,144</b>



**CITY OF WILLCOX  
REQUEST FOR COUNCIL ACTION**

Agenda Item: \_\_\_\_\_ 12  
Tab Number: \_\_\_\_\_ 5  
Date: August 2, 2010

<b>Date Submitted:</b> July 20, 2010  <b>Date Requested:</b> August 2, 2010
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<b>Action:</b> <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input checked="" type="checkbox"/> Other
---

<b>Subject:</b> Staff report on development of fireworks ordinance.
---

**TO:** MAYOR AND COUNCIL

**FROM:** Jake Weaver, Willcox Department of Public Safety Director

**DISCUSSION:** The Arizona Sate Legislature passed HB 2246 during the last legislative session. HB 2246 changes the current prohibition of fireworks in the State of Arizona, and authorizes the sale of certain types of "consumer" and display fireworks in the state. HB 2246 defines these fireworks and allows city or town councils to regulate the use of some or all of these fireworks within their corporate limits. HB 2246 is effective December 1, 2010.

A city or town may regulate the use of consumer fireworks within their corporate limits by passing a local ordinance or resolution. The local regulation cannot prohibit the sale of consumer fireworks within the city or town, but it can prescribe requirements for which items may be lawfully used and when they may be used including:

Use may be limited to only specific dates or special events such as Fourth of July, New Years Eve, Super Bowl Sunday etc., etc.,

- Certain hours of the day or night.
- Prohibition on use in public parks or other public space.
- Prohibition during times of high fire danger.
- Complete prohibition on use within the city or town limits.

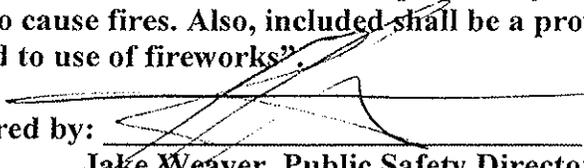
Arizona Revised Statute 36-1601 defines "Consumer Firework" as meaning small firework devices that contain restricted amounts of pyrotechnic composition designed primarily to produce visible or audible effects by combustion, and that comply with the construction, chemical composition and labeling regulations prescribed in 49 code of federal regulations part 172 and 173, regulations of the United States consumer product Safety Commission as prescribed in 16 code of federal regulations parts 1500 and 1507 and the American Pyrotechnics Association Standard 87-1, standard for construction and approval for transportation of fireworks, novelties and theatrical pyrotechnics December 2001 version. The kinds of consumer fireworks that can be sold under this law include:

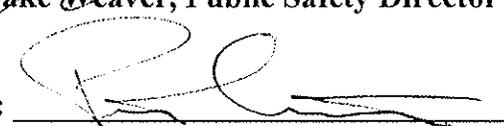
- **Ground and hand held sparkling devices**
- **Cylindrical fountains**
- **Cone fountains**
- **Illuminating torches**
- **Wheels**
- **Ground spinners**
- **Flitter sparklers**
- **Toy smoke devices**
- **Wire sparklers or dipped sticks**
- **Multiple tube fireworks devices and pyrotechnic articles**
- **Does NOT include:**
  - **Anything designed or intended to rise into the air and explode or to fly above the ground such as:**
    - **Bottle rockets**
    - **Sky rockets**
    - **Missile-type rockets**
    - **“Helicopters”**
    - **Torpedo’s**
    - **Roman candles**
    - **Jumping jacks**

**Note: Items not regulated by this law include;**

- **Toy pistols, canes or guns that use paper caps and paper caps themselves**
- **Federally deregulated novelty items such as snappers, snap caps, party poppers  
Glow worms, snakes, toy smoke devices, and sparklers.**

**Staff will be bringing to council a resolution and draft ordinance banning the use of consumer fireworks within the corporate city limits, due to the potential that these items have to cause fires. Also, included shall be a provision for “Liability for emergency responses related to use of fireworks”.**

Prepared by:   
**Jake Weaver, Public Safety Director**

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

**CITY OF WILLCOX  
REQUEST FOR COUNCIL ACTION**

Agenda Item: 13  
Tab Number: 6  
Date: 08-02-2010

<b>Date Submitted:</b> 7-26-10
<b>Date Requested:</b> 8-2-10

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

<b>Subject: Draft Policy on Vehicle Use</b>
---

**TO: MAYOR AND COUNCIL**

**FROM: City Manager**

**DISCUSSION:** The City has a number of vehicles that are used mainly by City Staff/employees. Various departments have established rules on use of City Vehicles. The rules can vary widely. The Staff feels that a general Policy statement which reflects the Council's values would be helpful to provide a framework to the directors to operate within.

Attached is a draft Policy statement. Staff is requesting the Council to review and provide comment. Our expectation is to incorporate the Council's values and bring this item back for adoption as part of the "Employee Handbook".

The proposed Policy would incorporate the use of City vehicles by employees and volunteers. It provides guidelines for operation and inspection to assure the vehicles are maintained and operated in a safe condition.

In order to operate a City Vehicle the Staff or volunteer would be required to provide information to the City such as Driver's License information

**RECOMMENDATION:** No action of the Council is requested at this time. Council members are requested to review the draft Policy and provide their feedback to the City Manager.

**FISCAL IMPACT:** Unclear, better and safer operation and maintenance of the fleet should have some positive impact on the financial operations of the City. Clearer expectations should be of assistance to employees on how to use the equipment.

Prepared by: Pat McCourt

Approved by:   
Pat McCourt City Manager



CITY OF WILLCOX



101 S Railroad Avenue, Suite B  
Willcox, Arizona 85643-2198  
(520) 384-4271

*"Mine, Yours and Ours"*

## **CITY OF WILLCOX FLEET SAFETY POLICY AND PROGRAM**

### **PURPOSE**

The theme of this manual is safety: the purpose is ACCIDENT PREVENTION. Our aim in implementing this policy is to improve safety awareness and performance, in addition to creating a system of accountability for any individual who is entrusted with the serious responsibility of operating a vehicle for City of Willcox ("City") business. The primary objective of vehicular accident prevention is the prevention of injuries to people, with an additional goal of preventing damage to vehicles and other property.

### **SCOPE**

This policy formally establishes an accident prevention program with a minimum set of safety regulations, standards and disciplinary procedures which will be completely enforced. It is expected that all individuals driving vehicles for City business will fully understand these rules and the need to follow them, and it is expected that supervisors will enforce them. This policy supersedes all previous fleet safety policies.

This policy supplements the City of Willcox Employee Handbook ("Employee Handbook"). If there is any inconsistency between the terms of this policy and the Employee Handbook, the terms of the Employee Handbook shall control.

Public Safety, including the Police and Fire Departments, will be exempt from this policy if they have a policy in place that meets or exceeds the policies and procedures outlined here. City Council will also be exempt from this policy.

Operators with a Commercial Drivers License must follow federal and state guidelines as well as City policy.

The City Vehicle Maintenance Department is responsible for the maintenance of all vehicles and equipment purchased by the City. The City Vehicle Maintenance Department will perform or commission all repairs on vehicles and equipment, unless otherwise directed.

The City requires that privately owned vehicles operated for City business be registered in the State of Arizona and insured as required by Arizona State law.

## **DEFINITIONS**

**“Accident”** is any contact made by any City vehicle or equipment with any person or object that was not intended to come in contact with which causes, creates or leaves *any* damage to the vehicle, the person or the object, whether visible or not.

**“Abuse”** of a vehicle or equipment is any operation beyond the specified purpose or capabilities for the vehicle or equipment that may result in inordinate wear or damage.

**“Driver/operator”** of any vehicle or equipment is a person who is assigned, assumes or takes responsibility, whether directly or indirectly, for the operation of any City vehicle or equipment; or any person who is at any time in actual physical control of any vehicle or equipment.

**“Vehicle”** is any motorized equipment that requires a license to operate or is registered through the Department of Transportation, Motor Vehicle Division.

## **MANAGEMENT RESPONSIBILITIES**

### **RISK MANAGEMENT/HUMAN RESOURCES**

- a. Ensure effective application of this policy by monitoring that the required programs are carried out and reporting to the City Manager.
- b. Work closely with the Risk Management Team in establishing goals and objectives of the accident prevention program.
- c. Review and log all vehicular Incident Reports and Investigations. Oversee that quality and accuracy is maintained, and proper disciplinary and corrective action has been taken.
- d. Provide initial safe driver training for all new hires.
- e. Assist departments and divisions with resources and materials for annual refresher classes.
- f. Perform annual Motor Vehicle Record (MVR) checks on an ongoing basis.

### **VEHICLE MAINTENANCE DEPARTMENT**

- a. Ensure that all vehicles, vehicular equipment and fleet facilities meet and are maintained at safe standards.

### **SUPERVISORS**

- a. See that drivers receive complete safety instruction at the first available opportunity.
- b. Enforce all safety rules, regulations and standards.
- c. See that all accidents are properly and promptly reported to the Department Director and to the Human Resource Department.
- d. Ensure proper maintenance of equipment.
- e. Immediately remove from a driving position any driver whose license is cancelled, expired, refused, revoked, suspended, or restricted in a manner which affects the individual's ability to drive on City business.
- f. Arrange for all new hires to attend an initial Safe Driver Awareness – Initial Course as soon as is feasible after starting employment.
- g. Arrange for all employees to receive annual refresher training.

### **DEPARTMENT HEADS**

- a. Ensure that supervisors have a clear understanding of their responsibilities as they relate to this policy.
- b. Ensure that effective programs are developed and administered in their respective departments, regarding maintenance, safety and cleanliness standards.

## MINIMUM STANDARDS FOR ALL DRIVERS

- Drivers/operators should always practice good, courteous, defensive driving habits. All drivers/operators shall comply with the applicable local, state and federal traffic laws at all times by observing posted laws and regulations, speeds, traffic control signals and signs pertaining to the operation of motor vehicles on public streets and highways.
- Seat belts must be used in all vehicles at all times.
- The possession, transportation or consumption of any alcoholic beverage or any controlled substance within or upon any City vehicle is expressly prohibited.
- No personal business may be conducted using a City vehicle, unless specifically approved by the City Manager or designee.
- No unauthorized passengers may ride in a City vehicle, unless specifically approved by the City Manager or designee. Other City employees or individuals conducting business with the City are considered to be authorized.
- Any substantiated report of tailgating, speeding or other unsafe driving behavior will be subject to disciplinary procedures up to and including termination.
- All moving violations or traffic citations are to be reported to the supervisor as soon as practical.
- License denials, suspensions and revocations or any change in driving status must be reported to the supervisor before the beginning of the next scheduled work shift.
- All moving violations or citations will be the responsibility of the driver, whether driving a City vehicle or not. The City will not pay for any costs associated with violations or citations.
- Smoking is expressly prohibited in all City vehicles. This applies to all employees of the City, as well as volunteers or employees of other agencies performing work for the City. It shall also apply to any member of the general public who has access to a City vehicle as a passenger. The assigned driver/operator is at all times responsible for insuring that no one smokes in the vehicle.
- No radio, tape player or CD player will be played in a City vehicle at a volume that interferes with the driver/operator's ability to hear traffic and engine sounds.
- Exercise reasonable care and caution if it is necessary to answer a cell phone or radio call while operating a City Vehicle.
- It is the full and total responsibility of the driver/operator assigned to a City vehicle to conduct inspections prior to operation of the City vehicle. Driver/operator of City pool vehicles must turn in an inspection form if repairs or service are needed.
- All accidents, regardless of circumstances or fault, are to be reported to a supervisor as soon as possible. The supervisor must *immediately* notify the Department Director, Human Resource Department and the Vehicle Maintenance Department to expedite insurance claims and damage repair.
- It is the responsibility of the driver/operator to keep an Accident Reporting Kit in each City vehicle and to use it to collect information in the case of an accident. Refer to the "In Case of an Accident" portion of this program for specific details.
- A Damage Report Form must be filled out whenever a City vehicle comes into contact with another vehicle, person, building or other property, regardless of apparent lack of damage.

- It is the responsibility of the driver/operator of any City vehicle who is involved in an accident to file an accident report as required by law.

### **ABUSE OF CITY VEHICLES OR EQUIPMENT**

Abuse of any City vehicle or equipment may subject the abuser to a suspension of driving privileges and/or other disciplinary action up to and including termination in accordance with the City Employee Manual. Examples of abuse include, but are not limited to:

- driving at excessive speeds,
- towing without proper equipment,
- overloading,
- failure to perform operator inspections/maintenance,
- failure to facilitate scheduled preventative maintenance, and
- general neglect and horseplay.

Any person observing such abuse may report incidents of abuse of equipment to any City Supervisor.

### **MOTOR VEHICLE RECORD (MVR) GUIDELINES**

#### NEW HIRES

It is the responsibility of the Human Resources Department to request an MVR from each prospective employee. Volunteer coordinators are responsible for requesting an MVR for each volunteer driver prior to allowing them to operate a City vehicle. No one shall be allowed to drive a City vehicle whose MVR indicates:

- Eight (8) points or more in the previous 36 months. Points are shown in the current MVD Acceptable Violation Code Table.
- More than two chargeable accidents within the previous 36 months.
- A conviction of driving under the influence within the previous 36 months.
- License has been cancelled, refused, revoked, suspended, or restricted as the direct result of a moving violation received within the previous 36 months.
- A current cancellation, expiration, refusal, revocation, suspension, or restriction that affects the applicant's ability to drive on City business.

Other factors such as a non-chargeable accident, zero point violation, or pending DUI charge are considered in determining if the applicant's driving record is permissible.

No person may be permitted to operate a vehicle for City business without possessing a valid, current driver's license. Out-of-State applicants may be required to furnish a copy of their driver's license record prior to the offer of employment and may be required to obtain an

Arizona Drivers' License as a condition of employment. Depending on the vehicle to be driven, the license must be the appropriate class.

### ANNUAL MOTOR VEHICLE RECORD

At least annually, the City may request a copy of the Motor Vehicle Record (MVR) through the Arizona Department of Transportation Motor Vehicle Division for all City employees and volunteer drivers. The City reserves the right to check MVRs at any time for proof of valid driver's license. License revocation or suspension, DUI, DWI or any drug violation shall be cause for disciplinary action up to and including termination.

MVRs for employees and volunteer drivers accumulating eight (8) points or more in a two (2) year period will be forwarded to the appropriate Manager or Department Head for action. Action may consist of any combination of the following: warnings (verbal or written), retraining, evaluation by a professional, probation, suspension and/or termination.

The Human Resources Department must review all decisions regarding disciplinary action to be taken or not taken against the driver/operator. Any action involving demotion, suspension or termination of the driver/operator must be reviewed and approved by the Human Resources Department. This policy does not prohibit the City from taking action before the accumulation of three (3) moving violations, if the situation warrants such action.

### **ADMINISTRATIVE ACTIONS**

Employees and volunteer drivers in Driving Positions are expected to obey all laws, regulations, policies and mandates when operating City vehicles or when operating personal vehicles on City business. Failure to do so may result in disciplinary actions up to and including termination. Examples of violations include, but are not limited to:

- Employee or volunteer driver operating a vehicle with an expired license
- Employee or volunteer driver failing to notify supervisor that he/she is not in possession of license, and driving
- Employee or volunteer driver driving without appropriate class of license
- Employee or volunteer driver driving contrary to a restriction
- Employee or volunteer driver driving while license is cancelled, refused, revoked, or suspended
- Employee or volunteer driver failing to notify supervisor of change in driver's license status, or failing to notify supervisor of any citation concerning DUI/DWI by the beginning of the next scheduled work shift, or returning to active work status from leave status
- Violation of any policy concerning DUI, while on City business or driving a City vehicle

### **IN CASE OF AN ACCIDENT**

#### ACCIDENT REPORTING

The supervisor will ensure that all drivers/operators have been adequately trained in what to do when an accident occurs. All accidents will be reported immediately to a supervisor. The supervisor will immediately report the accident to the Department Director, the Finance Department and the Vehicle Maintenance Department. All accidents are to be carefully investigated in a prompt manner to determine accident cause, responsibility and preventability. It is the responsibility of the driver/operator to ensure an Accident Reporting Kit is in each City vehicle he or she operates, and to use it to collect information in the case of an accident. Kits may be obtained from the Vehicle Maintenance Department.

A Damage Report Form should be filled out whenever a City vehicle comes into contact with another vehicle, person, building or other property, regardless of apparent lack of damage. It is the responsibility of the driver/operator of any City vehicle who is operating the city vehicle at the time of the accident to file an accident report under the terms and conditions of the state in which he or she drives.

### VEHICLE ACCIDENT REVIEW

Corrective action will be based on a number of factors such as employee history, how much the employee contributed to the incident, severity of damage or loss, etc. The Department Supervisor will determine the final decision on corrective action or discipline, with the Human Resources Department reviewing all decisions. Any decision involving demotion, suspension or termination must also be approved by the Human Resources Department and the City Manager.

The Risk Management Committee, consisting of team of City employees decided upon by the City Manager, will meet as needed. This committee will review the incident and its disposition and may make additional recommendations based on their examination.

Action may consist of any combination of the following: warnings (verbal or written), retraining, evaluation by a professional, probation, suspension and/or termination. The Human Resources Department and City Manager must review all decisions. Any discipline involving demotion, suspension or termination must be reviewed and approved by the Human Resources Department and the City Manager. Any appeal will be governed by the City Employee Handbook. Any City vehicle or equipment which is involved in any accident or is reportedly or suspected to be involved in abuse must be driven, towed or transported to the Vehicle Maintenance Shop as soon as possible, but no more than three (3) days after the accident or incident report, for inspection and estimates for repair. Failure to properly report any accident or to deliver the vehicle or equipment to the Vehicle Maintenance shop in accordance with this policy may result in disciplinary action up to and including termination, in accordance with the City Employee handbook.

## IF YOU ARE INVOLVED IN AN ACCIDENT

### **DO:**

- Stop at once. Turn off engine. Turn on emergency flashers. Extinguish fires.
- Make sure no one is injured. Call 911 if needed.
- Fill out a Damage Report immediately and thoroughly.
- Notify your supervisor and Fleet Services Manager *immediately*.
- Answer all questions truthfully when asked by the police agency investigating the accident

### **DO NOT:**

- **Do not** admit that you did anything wrong, violated any policies/procedures or failed to act reasonably.
- **Do not** call insurance company: please let management do this.
- **Do not** give a signed statement to the claims adjuster representing the other driver's insurance company.
- **Do not** speak to the claims adjuster representing the other driver's insurance company without the presence of a representative of the Legal Department, Risk Management, the City's insurance administrator or a law firm hired by the City's insurance administrator.
- **Do not** give a statement to the press.

## **TRAINING REQUIREMENTS**

### **NEW HIRES AND VOLUNTEER DRIVERS**

All new employees and volunteer drivers who will operate City vehicles or personal vehicles while conducting City business should be enrolled in the first available Safe Driver Awareness – Initial course. This course will be scheduled on a periodic basis by the Risk Management Team.

### **ALL EMPLOYEES AND VOLUNTEER DRIVERS**

All employees and volunteer drivers who operate City vehicles or personal vehicles while conducting City business should participate in an annual Safe Driver Awareness – Refresher course. This course will be conducted as part of each Department's annual training program. Course materials will be prepared and distributed by the Risk Management Team. Options for providing the course may include Train-the-Trainer courses for departmental designees, outside training resources and/or computer based training programs.

### **DRIVERS INVOLVED IN VEHICULAR ACCIDENTS**

Drivers involved in an accident deemed to be preventable under City guidelines may be required to complete additional safe driver training as provided for or arranged by the Risk Team.

### **EXEMPTIONS**

Departments who conduct annual driver training courses specific to their department are not required to conduct additional annual refresher training.



**CITY OF WILLCOX  
REQUEST FOR COUNCIL ACTION**

Agenda Item 14  
Tab Number 7  
Date: 8/2/10

**Date Requested:**  
7/27/2010

Resolution  
 Ordinance  
 Formal  
 Other

**Subject: Nominations  
for appointment to the  
Public Library  
Advisory Committee**

**TO: MAYOR AND COUNCIL**

**FROM: Tom Miner, Library Director**

**DISCUSSION:** Per Title 2, Chapter 4, Paragraphs 2-4-2A: Composition, and 2-4-3A: Appointment, of the Willcox City Code, the Willcox Public Library Advisory Committee (PLAC) consists of five (5) members, appointed by the Mayor and Council. Three of the members must be qualified electors of the City, and two may be County residents.

On June 30, 2010, **three (3)** PLAC Terms of Service expired: one **(1)** City position, and two **(2)** County positions. On May 20, 2010, one member, Mr. Joseph L. T. Aiman, Jr, submitted a letter of interest to continue serving. Another member, Mr. John K. Hilton, submitted a letter of resignation on June 2, 2010. The third member, Mr. Ted Gulick, submitted neither, after three or four reminders, so we assume he does not wish to continue. He indicated to me that he now has extenuating circumstances which could preclude him from serving, having recently been awarded guardianship of two of his grandchildren, and he will be very busy home-schooling them this next year.

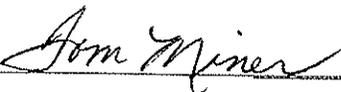
Human Resources has received **four (4)** letters of interest from potential candidates: Mr. Aiman, as mentioned above, a **City** resident on May 20; Mrs. Suellen L. Chapin, a **County** resident on July 12; Mrs. Kay M. Boughton, a **County** resident on July 13; and Ms. Terri DeWindt, a **City** resident on July 14. Copies of the four letters are attached for your review.

**RECOMMENDATION:** The Mayor and Council appoint **three** of the **four** candidates to fill the three (3) open positions on the Public Library Advisory Committee.

**FISCAL IMPACTS: None**

Submitted by:

Approved by:

  
\_\_\_\_\_

Tom Miner, Library Director

\_\_\_\_\_

Pat McCourt, City Manager



Joseph L. T. Aiman, Jr.  
711 N. Prescott Ave. #6  
Willcox, AZ 85643

May 20, 2010

The Honorable Mayor Lindsey  
And Council Members  
Willcox, AZ.

Received

JUN 2010

City of Willcox Office

Re: Library Commission Membership

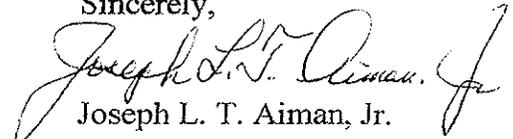
Dear Mayor Lindsey,

My membership on the Public Library Advisory Committee is scheduled to expire at the end of June, 2010.

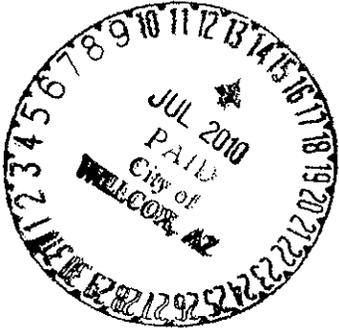
This letter is my desire to continue my membership for another 4-year term beginning July 1, 2010.

Thank you for allowing me to continue my membership.

Sincerely,

  
Joseph L. T. Aiman, Jr.

2010



Kay Marie Boughton  
2471 North Haskell Ave.  
Willcox, Az. 85643

July 13, 2010

The Honorable Mayor Lindsey  
And Council Members  
Willcox, AZ.

Re: Library Commission Member

Dear Mayor Lindsey,

I understand there is a vacancy on the Library Commission .I very interested in being considered as an applicant to fill the vacancy.

I am very impressed in the quality of the library and all the things that have been going on there. When we moved here from Mesa in 2002 I did not expect to find such a fine facility. I am most interested in being available to help continue the presence and growth of this library.

Thank you for considering me to fill this vacancy.

Sincerely,

A handwritten signature in cursive script that reads "Kay Marie Boughton".

Kay Marie Boughton

July 12th, 2010

City of Willcox  
Library Council

RE: Library Advisory Board Vacancy

To All Parties Concerned:

I am writing to you concerning the vacant, volunteer position on the Library Advisory Board. Being a mother of six, we have always been involved in the library of the community we have lived in and support them. Having family that has been located in the Willcox area for over 25 years, we have returned to Arizona, and recently relocated to Willcox. My family enjoys the library and having been approached by a library staff member to consider applying for this position, I found it an honor to be asked.

I have worked in managerial and supervisory positions over my lifetime, from Business Manager of a Tucson radio station to President of an Educational group in Texas, with approximately 150 families, where I would conduct monthly meetings and from time-to-time bring in speakers of interest. I have worked on hospitality committees and have had extensive experience working with the public from organizing auctions, fundraisers, meals/cookouts for large groups of people, parties and educational events and field trips. I have helped my husband with his business and have worked with the financial aspect of it including inventories, accounts receivables and payables, and customer service.

I find the library a wealth of information, available to everyone and vital to any community. I would consider it an honor to serve on this board. I may be reached at either my home, 520.384.4540 or my cell, 903.445.1723. Thank you for your time and your consideration of my letter.

Sincerely,

  
Suellen L. Chapin



Terri DeWindt  
470 S. Cochise Ave  
Willcox, Az 85643  
520-507-9807

Dear Mayor and City Council:

I am writing this letter to express my sincere interest to be considered for the P.L.A.C. Advisory Board Member.

My reason for joining is that I want to become more involved with the library. The library has been very beneficial to my life as I strive to be involved with the community of Willcox. I have been Assistant Manager at Pizza Hut, I always hear good things about the Library, and as I have been involved with the Library for quite a few years, as both patron and volunteer for children programs, it makes me happy to have a chance to return the service to the community and the Library.

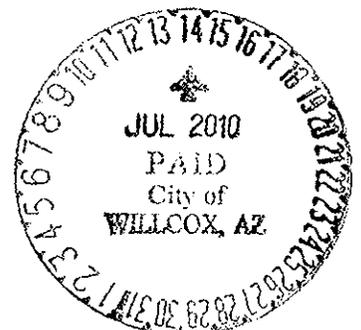
Libraries are the gateway for children to dream and feel safe. It is a place for adults to learn about the world they live in. Our Library is and should not be know as just a building with books but it should be a place of inspiration.

Thank you for considering my candidacy for the Advisory Board Member. Please let me know if there is any additional information, I can provide.

Sincerely,



Terri DeWindt  
P.O. Box 973



1000  
1000

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

**Agenda Item:** 15  
**Tab Number:** 8  
**Date:** 08-02-2010

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**Date Submitted:**  
19 July, 2010

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**Action:**

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**Subject:**  
Approval of JPA, (Joint Partnership Agreement), with ADOT for Fort Grant Transportation Enhancement Grant

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**Date Requested:**  
02 Aug, 2010

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**Resolution**  
 **Ordinance**  
 **Formal**  
 **Other**

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**To: Honorable Mayor and City Council**

**From: Public Services & Works, Streets Section**

**Discussion:** We have applied for a Transportation Enhancement Grant in 2005 for a ten foot wide multi use path on Fort Grant Road from TA Truck Stop west to Quail Park entrance.

We have continued with the processes and are close to completing the final phase for completion. We are at the 60% submittal phase and now need an approval from mayor and council for a JPA, (Joint Partnership Agreement), with ADOT. This defines the responsibilities between the City of Willcox and ADOT.

**Recommendation:** We are requesting that Mayor and City Council approve a resolution for the JPA, (Joint Partnership Agreement), with ADOT for the Transportation Enhancement Grant on Fort Grant Road multi use path.

**Fiscal Impact:** \$0 for this phase

Prepared By: Arnold M. Arvizu 19 July, 2010  
Arnold M. Arvizu, Supervisor, Streets and Refuse

Approved By: Dave Bonner July 19, 2010  
Dave Bonner, Director of Dept of Public Services and Works

Approved By: Pat McCourt  
Pat McCourt, City Manager

**CITY OF WILLCOX, COCHISE COUNTY, ARIZONA  
RESOLUTION NO: 2010-81**

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**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA [“CITY”] APPROVING AND ADOPTING THE JOINT PARTNERSHIP AGREEMENT (“IGA/JPA 09-198-I”) WITH THE STATE OF ARIZONA (“STATE”) THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE FORT GRANT TRANSPORTATION ENHANCEMENT PROJECT, AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.**

**WHEREAS**, pursuant to A.R.S. §§ 9-240 and 11-952 through 11-954, the CITY and the STATE are empowered to enter into agreements with the county, the state and federal governments and agencies; and

**WHEREAS**, the Department of Transportation (“ADOT”) is duly authorized by A.R.S. § 28-401 to enter into this Agreement and has delegated to its signatory the authority to execute this Agreement on behalf of the State; and

**WHEREAS**, the CITY is duly authorized by A.R.S. § 48-572 to enter into this Agreement and has by Resolution, a copy of which is attached hereto and made part hereof, resolved to enter this Agreement on behalf of the CITY; and

**WHEREAS**, the CITY has selected an eligible transportation enhancement project within the boundary of the CITY (Along the South side of Fort Grant Road between N. Quail Drive and N. Virginia Avenue in Willcox, Arizona); and

**WHEREAS**, the project consists of constructing a 1-foot wide asphaltic concrete sidewalk shared use pedestrian/pathway along side of Fort Grant Road between N. Quail Drive and N. Virginia Avenue, herein referred to as the “PROJECT” to include landscaping, irrigation, scenic beautifications and pedestrian lighting; and

**WHEREAS**, pursuant to the terms of the **IGA/JPA 09-198-I**, the CITY has agreed to designate the STATE/ADOT as authorized agent (“AGENT”) for the CITY; and

**WHEREAS**, the CITY will be publishing a Solicitation for Bids for this project and staff seeks Mayor and Council formal approval of the **IGA/JPA 09-198-I**; 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 its citizens to approve and adopt the **IGA/JPA 09-198-I**; and

**WHEREAS**, the Mayor and Council desire to have this item presented at the next Council Meeting on August 2, 2010; and

**WHEREAS**, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist to assure timely approval of the **IGA/JPA 09-198-I** and initiation of the bid process, 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, as follows:

Section 1: The CITY hereby approves and adopts the **IGA/JPA 09-198-I** as presented.

Section 2: City Staff are directed and authorized to take necessary action to carry out the intent of this Resolution.

Section 3: The Mayor is authorized to execute 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 August, 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: 2010-81**



**Arizona Department of Transportation**  
**Intermodal Transportation Division**  
205 South Seventeenth Avenue Phoenix, Arizona 85007

Janice K. Brewer  
Governor

John Halikowski  
Director

June 24, 2010

Floyd P. Roehrich Jr.  
State Engineer

Mr. Arnold M. Arvizu  
Supervisor, Streets and Refuse  
250 N. Railroad Avenue  
Willcox, Arizona 85643

**Reference:**

ADOT File No.: **JPA 09-198-I**  
TRACS: SL6100 01C  
Project: 10 Foot wide sidewalk/pathway  
Southside of Ft. Grant Road

Dear Mr. Arvizu:

Please find enclosed (2) original Intergovernmental Agreements of the above referenced subject that defines the responsibilities between the City of Willcox and the Arizona Department of Transportation.

Please provide the appropriate signatures and return **all** of the original documents along with the attached City's Resolution/Ordinance to the undersigned, attention **Lisa Yahraus**.

Important: Please **do not date the first page or staple** the original Agreements. Once the Agreement has been finalized an original Agreement will be returned to your attention. If I can be of further assistance, please do not hesitate to contact me at (602) 712-8998.

Sincerely,

Lisa Yahraus  
Joint Project Agreement Specialist II  
205 S. 17<sup>th</sup> Avenue MD 637E Room 213  
Phoenix, Arizona 85007  
Phone (602) 712-8998  
Fax (602) 712-7424

June 24<sup>th</sup>, 2010-ly



ADOT File No.: IGA/JPA 09-198-I  
AG Contract No.: P001 2010 001757  
Project: 10-foot wide-sidewalk/pathway  
Section: Southside of Ft. Grant Road  
**TRACS No.:** SL6100 01C  
**Budget Source Item No.:** NA

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF WILLCOX

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, 2010, pursuant to the Arizona Revised Statutes § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF WILLCOX, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City collectively are referred to as "Parties".

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
  2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the City.
  3. Congress has authorized appropriation for, but not limited to, the twelve eligible transportation enhancement provisions of facilities for Pedestrians and Bicycles and Landscaping and Other Scenic Beautification.
  4. The City has selected such project within the boundary of the City (Along the South side of Fort Grant Road between N. Quail Drive and N. Virginia Avenue in Willcox Arizona). The survey of the project has been completed and the plans, estimates and specification will be prepared and as required submitted to the State and Federal Highway Administration (FHWA) for it approval.
  5. The project consists of constructing a 10-foot wide asphaltic concrete sidewalk shared use pedestrian/pathway along the South side of Fort Grant Road between N. Quail Drive and N. Virginia Avenue, herein after referred to as the "Project". The City will design, advertise for bid award and administer the construction contract and be responsible for the maintenance of the Project. The City will also provide the necessary water and electrical power for the landscaping and irrigation as needed at its own expense.
  6. The City, in order to obtain Federal funds for the Project, is willing to provide City funds to match Federal funds in the ratio required or as finally fixed and determined by the City and FHWA, including actual construction engineering and administration costs (CE).
  7. The interest of the State in this project is the acquisition of Federal funds for the use and benefit of the City and to authorize such Federal funds for the Project pursuant to Federal law and regulations. The State shall be the designated agent for the City.
  8. The Parties hereby agree to and acknowledge the cost of the Project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).
-

9. The Project contemplated under this Agreement consists of the design, construction, and maintenance responsibilities. The Project area is 2800-foot-long 10-foot-wide asphalt concrete sidewalk shared use pedestrian pathway to include landscaping, irrigation, scenic beautifications, and pedestrian lighting.

The estimated costs are as follows:

Design Federal Aid Funds @ 94.3% (capped) <b>SL 6100 01D</b>	\$82,260.00
City Funds @ 5.7%	<u>\$ 4,972.00</u>
Construction Federal Aid Funds @ 94.3% (capped) <b>SL6100 01C</b>	\$316,382.00
City Funds @ 5.7%	<u>\$ 19,124.00</u>
<b>*Estimated Project Costs</b>	<b>\$422,738.00</b>

\*(Includes 15% CE and 5% project contingencies)

**THEREFORE**, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## **II. SCOPE OF WORK**

1. The State will:
  - a. Be the authorized agent for the City
  - b. Submit a program to the Federal Highway Administration (FHWA) containing the above-mentioned Project with the recommendation that it be approved for construction.
  - c. On behalf of the City, enter into a project Agreement with FHWA covering the work embraced in said construction contract and request the maximum authorized Federal funds available, including construction engineering and administration costs. Should costs exceed the maximum Federal funds available, it is understood and agreed that the City will be responsible for any overage.
  - d. Review the design documents required for construction of the Project, and provide comments to the City as appropriate.
  - e. No more than monthly and upon a thirty-day (30) receipt and approval of an invoice from the City, the State will reimburse the City for incurred and eligible Project cost with Federal funds up to **\$398,642.00**.
  - f. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance for the Project.
2. The City will:
  - a. Upon execution of this Agreement designate the State as authorized agent for the City.
  - b. Be responsible for all costs, should costs exceed the maximum Federal funds available, it is understood and agreed that the City will be responsible for any overage whether covered by Federal funding or not and is obligated to pay for all cost overruns above the Federal Aid Caps for design and construction.
  - c. Prior to advertising the Project, and per FHWA's conditions to self administer this Project, provide to the State copies of plans and specifications that demonstrate that the project is biddable and constructible.

- d. Provide personnel to administer and supervise design and all design project change orders are to be copied to the State. Project costs not participated in by FHWA shall be borne by the City.
- e. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, and hereby certifies that all obstructions and encroachments have been or will be removed from there prior to the start of construction.
- f. Upon notification from the State of FHWA authorization and establishment of the funding authority, using State of Arizona's Procurement Process, proceed to advertise for, receive and open bids and enter into a contract(s) with a firm(s) to whom the award is made for the construction of the Project. Such Project is to be performed, completed, accepted and paid for in accordance with the requirements of the approved Project Plans and Special Provisions.
- g. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State.
- h. Consent to any inspections performed by the State, provide records or audit any books of the City in order for the State to assure it self that the monies on the Project have been spent and the Project completed in accordance with the plans and specifications, statutes, rules and regulations of the State and Federal Government.
- i. Not permit or allow any encroachments upon or private use of, except those authorized by permit, or the right-of-way. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.
- j. Invoice the State for incurred, eligible costs up to the capped Federal Aid of **\$398,642.00** including construction and construction administration costs for the Project.
- k. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout an upon completion of the construction phase of the Project.
- l. Provide a set of as-built plans upon completion of the construction phase of the Project. An electronic version (Microstation 8.0) of the as built plans shall be forwarded to Arizona a Department of Transportation Enhancement and Scenic Roads Section.
- m. Assume responsibility for maintenance of the Project, at its own cost and as an annual item in its budget for perpetual and proper maintenance of all project elements including not limited to electrical power and water for the landscaping.

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. The City shall require its contractors to name the State as an additional insured in the contractor's insurance policies.

The City shall also require its contractors to name the State as an additional indemnitee in the City contracts with its contractors. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

2. In addition, the City shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona and the City and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of City's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

3. The City shall ensure that the State, ADOT and its respective directors, officers, agents, employees are named as an additional insured on the insurance policy relative to work arising out of the funds subject to this Agreement.

4. The cost of construction and construction engineering work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of Federal Aid received.

5. This Agreement shall remain in force and effect until completion of the work; provided, however, that any provisions for electrical power, landscaping water, maintenance of the sidewalks and other pedestrian amenities shall be perpetual. The State shall not be obligated to maintain said Project as set forth in this Agreement.

6. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

8. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

9. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

City of Willcox  
Attn: Patrick McCourt, City Manager  
101 S. Railroad Avenue Ste B  
Willcox, Arizona 85643  
(520) 766-4203  
(520) 384-2590 Fax

11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

12. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

13. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The City warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214, Subsection A.

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the City may be subject to penalties up to and including termination of the Agreement.

c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the City or subcontractor is complying with the warranty under paragraph (a).

14. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party 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 Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

15. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**CITY OF WILLCOX**

**STATE OF ARIZONA**  
Department of Transportation

By \_\_\_\_\_  
GERALD W. LINDSEY  
Mayor of Willcox

By \_\_\_\_\_  
SAM MAROUFKHANI, P.E.  
Deputy State Engineer, Development

ATTEST:

By \_\_\_\_\_  
CRISTINA G. WHELAN  
Clerk

June 10<sup>th</sup>, 2010-ly

**ATTORNEY APPROVAL FORM FOR THE CITY OF WILLCOX**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF WILLCOX, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
City Attorney



150  
100  
100

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

**Agenda Item:** 16  
**Tab Number:** 9  
**Date:** 08-02-2010

<b>Date Submitted:</b> 19 July, 2010	<b>Action:</b> <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Formal <input type="checkbox"/> Other	<b>Subject:</b> Approval of Title VI Assurances to be attached to construction contract for Fort Grant Road TE Grant
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**To: Honorable Mayor and City Council**

**From: Public Services & Works, Streets Section**

**Discussion:** We have applied for a Transportation Enhancement Grant in 2005 for a ten foot wide multi use path on Fort Grant Road from TA Truck Stop west to Quail Park entrance.

We are close to opening the project for bid. AECOM has submitted 60% plans as well as the bid package for review. ADOT has informed us that Title VI Assurances is to be included in our construction contract when we go out to bid. This Title VI Assurances is Civil Rights information that will need to be included in the construction contract. This needs to be signed by the city and returned. This is part of the process of the Transportation Enhancement Grant for the Fort Grant Multi Use Path.

**Recommendation:** We are requesting that Mayor and City Council approve and sign the Title VI Assurances form so that we may continue the process and reach our goal in completing our multi use path on Fort Grant Road.

**Fiscal Impact:** \$0 for this phase

Prepared By: Arnold M. Arvizu 19 July, 2010  
Arnold M. Arvizu, Supervisor, Streets and Refuse

Approved By: Dave Bonner July 19, 2010  
Dave Bonner, Director of Dept. of Public Services and Works

Approved By: Pat McCourt  
Pat McCourt, City Manager

**CITY OF WILLCOX, COCHISE COUNTY, ARIZONA  
RESOLUTION NO: 2010-84**

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**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA [“CITY”] APPROVING AND ADOPTING THE TITLE VI ASSURANCES RELATING TO FEDERAL CIVIL RIGHTS ASSURANCES UNDER THE INTERGOVERNMENTAL AGREEMENT (“IGA/JPA 09-198-I”) FOR THE FORT GRANT TRANSPORTATION ENHANCEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.**

**WHEREAS**, the City of Willcox is empowered pursuant to A.R.S. §§ 9-240 and 11-952 et seq. to enter into agreements with the county, the state and federal governments and agencies and is vested with all powers of incorporated cities and towns as set forth in Title 9; and

**WHEREAS**, the Department of Transportation is duly authorized by A.R.S. § 28-401 to enter into this Agreement and has delegated to its signatory the authority to execute this Agreement on behalf of the State; and

**WHEREAS**, the CITY is duly authorized by A.R.S. § 48-572 to enter into IGA/JPA 09-198-I with the STATE/ADOT and has done so pursuant to Resolution number 2010-81; and

**WHEREAS**, the CITY has selected an eligible transportation enhancement project along the South side of Fort Grant Road between N. Quail Drive and N. Virginia Avenue covering 2,800-foot-long 10-foot-wide asphalt, concrete sidewalk shared use pedestrian pathway to include landscaping, irrigation, scenic beautifications and pedestrian lighting; and

**WHEREAS**, pursuant to the terms of the IGA, the CITY has agreed to designate the STATE/ADOT as authorized agent (“AGENT”) for the CITY; and

**WHEREAS**, the AGENT has informed the CITY that Title VI Assurances relating to Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, the Civil Rights Restoration Act of 1987 (Public Law 100.259) are to be included in the construction contract as part of the bid package to be issued for soliciting prospective bidders; and

**WHEREAS**, the CITY will be publishing a Solicitation for Bids for this project and staff seeks Mayor and Council formal approval of the Title VI Assurances; 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 its citizens to approve and authorize the Title VI Assurances as presented: and

**WHEREAS**, the Mayor and Council desire to have this item presented at the next Council Meeting on August 2, 2010; and

**WHEREAS**, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist to assure timely approval of the Title VI Assurances for inclusion in the bid package, 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, as follows:

Section 1: The CITY hereby approves and adopts the Title VI assurances as presented.

Section 2: City Staff are directed and authorized to take necessary action to carry out the intent of this Resolution.

Section 3: The Mayor is authorized to execute 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 August, 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: 2010-84**



**City of Willcox  
Title VI Assurances**

The City of Willcox (hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations, a copy of which is attached.

More specifically, and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its *Federal Aid Highway Program*:

1. That the Recipient agrees that each "Transportation program" and each facility as defined in 49 CFR 21.23(b) and (e) and the Civil Rights Restoration Act of 1987, will be (with regard to a "program" or activity) conducted, or will be (with regard to a "facility") operated in

compliance with all nondiscriminatory requirements imposed by, or pursuant to, the Regulations and this agreement.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all *Federal Aid Highway Program* and, in adapted form in all proposals for negotiated agreements:

The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, the Civil Rights Restoration Act of 1987 (Public Law 100.259). Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under *Federal Aid Highway Program*; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under *Federal Aid Highway Program*.
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Dated \_\_\_\_\_

\_\_\_\_\_  
(Recipient)

by \_\_\_\_\_  
(Signature of Authorized Official)

Attachments  
Appendices A, B, and C



#### APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations**: The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.
- (4) **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Arizona Department of Transportation* or the *Federal Highway Administration* to be pertinent to ascertain

compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Arizona Department of Transportation*, or the *Federal Highway Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the *Arizona Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration* may determine to be appropriate, including, but not limited to:

- a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract, or procurement as the *Arizona Department of Transportation* or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the *Arizona Department of Transportation* to enter into such litigation to protect the interests of the *Arizona Department of Transportation*, and, in addition, the contractor may

request the United States to enter into such litigation to protect the interests of the United States.



## APPENDIX B

**The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.**

### (GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the *Arizona Department of Transportation* will accept title to the lands and maintain the project constructed thereon, in accordance with *Title 23, United States Code* the Regulations for the Administration of *Federal Aid for Highways* and the policies and procedures prescribed by *Federal Highway Administration* of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. .2000d to 2000d-4), and the Civil Rights Restoration Act of 1987 (Public Law 100.259) does hereby remise, release, quitclaim and convey unto the *Arizona Department of Transportation* all the right, title and interest of the Department of

Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

**(HABENDUM CLAUSE)**

TO HAVE AND TO HOLD said lands and interests therein unto *Arizona Department of Transportation* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the *Arizona Department of Transportation*, its successors and assigns.

The *Arizona Department of Transportation*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed land)\* (2) that the Arizona Department of Transportation shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (Public Law 100.259) and as said Regulations may be amended and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of

Transportation and its assigns as such interest existed prior to this instruction.\*

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.



## APPENDIX C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the *Arizona Department of Transportation* pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a

part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (Public Law 100.259) and as said Regulations may be amended.

**[Include in licenses, leases, permits, etc.]\***

That in the event of breach of any of the above nondiscrimination covenants, *Arizona Department of Transportation* shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

**[Include in deeds]\***

That in the event of breach of any of the above nondiscrimination covenants, *Arizona Department of Transportation* shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of *Arizona Department of Transportation* and its assigns.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by *Arizona Department of Transportation* pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc. as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, national origin, or sex shall be excluded from participation in, denied the benefits of, or he otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations. Department of Transportation, Subtitle A, Office of the Secretary. Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), and the Civil Rights Restoration Act of 1987 (Public Law 100.259) and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

That in the event of breach of any of the above nondiscrimination covenants, Arizona Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]\*

That in the event of breach of any of the above nondiscrimination covenants, *Arizona Department of Transportation* shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of *Arizona Department of Transportation* and its assigns.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

100873  
-1020  
City

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

**Agenda Item:** 17  
**Tab Number:** 10  
**Date:** 08.02.2010

<b>Date Submitted:</b> 19 July, 2010  <b>Date Requested:</b> 02 Aug, 2010	<b>Action:</b>  <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Formal</b> <input type="checkbox"/> <b>Other</b>	<b>Subject:</b> Approval of JPA, (Joint Partnership Agreement), with ADOT for HSIP Grant
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**To: Honorable Mayor and City Council**

**From: Public Services & Works, Streets Section**

**Discussion:** We have applied for an HSIP, (Highway Safety Improvement Program), Grant on April, 2010. Mayor and Council approved a resolution 2010-47 for the submittal of the application for the Highway Safety Improvement Program on 04 May, 2010.

The HSIP Grant is for the replacement of all signs in the City of Willcox which consists of warning, regulatory, information and street signs with a high reflective material which is required by the state. The grant amount is for \$150,000 which is fully funded. The city has no matching funds. The HSIP grant covers all environmental, utilities and other costs related. The City of Willcox is responsible for any overages. There will not be any environmental issues since no sign posts will be replaced and there will be no ground disturbance.

We have completed all utility, right-of-way and environmental clearances. The next phase is to have a JPA, (Joint Partnership Agreement), with ADOT. This states that the City of Willcox will utilize city work forces for the installation if the sign panels.

By executing the JPA, we may continue with the process of our HSIP grant and receive \$150,000 for the replacement of all sign panels in the City of Willcox which is 100% funded.

**Recommendation:** We are requesting that Mayor and City Council approve a resolution for the JPA, (Joint Partnership Agreement), with ADOT for the HSIP, (Highway Safety Improvement Program), grant.

**Fiscal Impact:** \$0

Prepared By: Arnold M. Arvizu 16 July 2010  
Arnold M. Arvizu, Supervisor, Streets and Refuse

Approved By: Dave Bonner July 17, 2010  
Dave Bonner, Director of Dept of Public Services and Works

Approved By: Pat McCourt  
Pat McCourt, City Manager

**RESOLUTION NO. 2010-85**

**A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, ("CITY") APPROVING AND ADOPTING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE STATE OF ARIZONA ("STATE") THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION ("ADOT") UNDER THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) FOR THE REPLACEMENT OF TRAFFIC SIGNS, AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.**

**WHEREAS**, the CITY shall have control of the finances and property of the corporation pursuant to A.R.S. § 9-240 (A) and is authorized and empowered to exercise exclusive control over the streets, avenues, alleys and sidewalks of the town and to lay out, establish or otherwise improve same pursuant to A.R.S. §§ 9-240 (B) and 9-276 (A); and

**WHEREAS**, pursuant to A.R.S. §§ 9-240 and 11-952 through 11-954, the CITY and the STATE are empowered to enter into agreements with local municipalities, the county, the state and federal governments and agencies; and

**WHEREAS**, the STATE is duly authorized by A.R.S. § 28-401 to enter into this Agreement and has delegated to its signatory the authority to execute this Agreement on behalf of the State; and

**WHEREAS**, the CITY is duly authorized by A.R.S. § 48-572 to enter into this Agreement and has by Resolution, a copy of which is attached hereto and made part hereof, resolved to enter this Agreement on behalf of the CITY; and

**WHEREAS**, it is in the best interest of the City of Willcox, Cochise County, Arizona and its citizens to approve and acquire HSIP Grant funds for the replacement of traffic signs under the project ("PROJECT") as provided under the **IGA/JPA 10-0971**; 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 implantation of the 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: Mayor and Council resolve to enter into the **IGA/JPA 10-097I** as presented and direct City staff to attach a copy of this Resolution to the Agreement.

Section 2: City staff are authorized and directed to take such actions as are necessary to acquire Transportation Enhancement Grant funds in an amount not to exceed \$150,000 and to implement the **PROJECT**.

Section 4: The Mayor is authorized and empowered to execute this Resolution and the **IGA/JPA 10-097I**.

Section 3: 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.

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

**APPROVED/EXECUTED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**RESOLUTION NO. 2010-85**

**Arnold Arvizu**

**From:** Lillian Marks [LMarks@azdot.gov]  
**Sent:** Monday, June 28, 2010 12:51 PM  
**To:** Arnold Arvizu  
**Subject:** JPA 10-097 City of Willcox =SH45801C HSIP

Hi Arnold,

Attached is Agreement between City of Willcox and ADOT using HSIP funds. Please print three copy (do not change the format or font) of the agreement for your July 6<sup>th</sup>, 2010 council meeting.

Please obtain the appropriate official signatures and forward all three signed Agreement, Attorney Approval Forms and the Resolution Letter/Meeting Minutes necessary to enter into this Agreement to the Attention Korina Lopez at Arizona Department of Transportation, Joint Project Administration, 205 S. 17<sup>th</sup> Avenue, Mail Drop 637E, Phoenix, AZ 85007.

Please make sure no other entries on the original other than the signature, and do not date or staple the first page. A copy of the recorded contract will be returned upon final execution.

Thank you

Lillian Marks  
Joint Project Administration  
205 S 17<sup>th</sup> Ave  
Phoenix, AZ 85007  
(602) 712 4106  
(602) 712 3132 Fax

Confidentiality and Nondisclosure Notice: This email transmission and any attachments are intended for use by the person(s)/entity(ies) named above and may contain confidential/privileged information. Any unauthorized use, disclosure or distribution is strictly prohibited. If you are not the intended recipient, please contact the sender by email, and delete or destroy all copies plus attachments.

ADOT File No.: IGA/JPA 10-0971  
AG Contract No.: P0012010002066  
Project No.:  
Project: Traffic and Street signs  
Replacement  
Section: Various locations  
**TRACS No.: SH45801C**  
**Budget Source Item No.: HSIP**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF WILLCOX

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, 2010, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF WILLCOX, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
  2. The City is empowered by Arizona Revised Statutes §48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
  3. Congress has established the Highway Safety Improvement Program (HSIP) as a core Federal-aid for the specific purpose of achieving a significant reduction in traffic fatalities and serious injuries on public roads. The State and the City have identified systematic improvements within the City as eligible for this funding.
  4. The purpose of this joint exercise of powers and cooperative action (i.e. Agreement), by the State and the City is to allow the State to acquire Federal funds for the purchase of traffic and street signs. The City, through the State's Procurement Process utilizing ADOT Procurement contract(s) will select an authorized supplier to provide the equipment and services as outlined in the contract and approved plans to complete this project with the aid and consent of the State and the FHWA.
  5. Such Project lies within the boundary of the City and has been selected by the City; the survey of the Project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted by the State to the Federal Highway Administration (FHWA) for its approval.
-

6. The interest of the State in this project is the acquisition and distribution of HSIP Funds for the use and benefit of the City and to authorize such HSIP Funds for the project pursuant to Federal law and regulations. The State shall be the designated agent for the City.

The current Project costs are as follows:

**TRACS No. SH45801C**

HSIP Funds (100%)	<b>\$150,000.00</b>
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*TOTAL Project Costs *(Includes CE and project contingencies)	<b>\$150,000.00</b>
--	---------------------

The Parties acknowledge that the eventual actual cost may exceed the estimate, and such case the City is responsible for any and all costs exceeding the estimate. Actual costs may be less than the estimate and not needed for the Project, at which time any excess funding will be de-obligated from the Project.

**THEREFORE**, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

**II. SCOPE OF WORK**

1. The State will:

- a. Submit all documentation required to the Federal Highway Administration (FHWA) containing the above-mentioned Project with the recommendation that funding be approved for procurement and installation. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.
- b. Request the maximum HSIP funds programmed for this Project, including City costs. Should costs exceed the maximum HSIP funds available it is understood and agreed that the City will be responsible for any overage.
- c. Approve the Project, if such project funds are available from and authorized by FHWA for the Project. Be the designated authorized agent for the City.
- d. Upon execution of this Agreement, coordinate with the City regarding the specifics of the equipment to be ordered by the State to best ensure the requirements of the Project are met. Enter into a contract(s) with a firm(s) to whom the award is made for the purpose of the Project.
- e. Instruct the vendor to deliver equipment directly to the City for final acceptance and to bill the City directly. The State will reimburse the City with capped Federal funds up to \$ 150,000.00 within thirty days (30) after receipt and approval of an invoice for equipment purchased under this Agreement. Therefore, the City agrees to set aside funds in an amount equal to the difference between the total cost of the work provided for in this Agreement and the amount of Federal aid received.
- f. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

- a. Designate the State as authorized agent for the City, if such project is approved by the FHWA and project funds are available.

- b. Be responsible for one hundred percent (100%) of installation labor cost and any overage of costs exceeding the maximum HSIP funds available for the Project. Agree that the cost of the analysis and work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed and determined by FHWA.
- c. Coordinate with the State during the procurement process of the Project.
- d. Purchase and install the equipment acquired under this Agreement and maintain all improvements provided by this Project for the entire design life of the equipment.
- e. Upon payment for equipment, invoice the State within thirty (30) days for reimbursement of approved costs.
- f. Be responsible for any unforeseen conditions or circumstances which increase the cost of said work. Should a change in the extent or scope of the work called for in this Agreement become necessary, be obligated to incur and pay for said increased costs.
- g. Enter into an agreement with the design consultant which states that the design consultant shall provide services as required and requested throughout the construction phase of the Project.
- h. Provide a set of as-built plans upon completion of the construction phase of the Project. An electronic version of the as-built plans shall be forwarded to Arizona Department of Transportation Local Government Section.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project, except any provisions for maintenance/electrical power and/or landscaping maintenance shall be perpetual by the City. Further, this Agreement may be cancelled at any time prior to advertisement of the project construction contract, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project.
2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.
3. The cost of equipment under this Agreement is to be covered by the HSIP funds set aside for this Project, up to the maximum available. The City acknowledges that the eventual actual costs may exceed the maximum available amount of HSIP funds, or that certain costs may not be accepted by the federal

government as eligible for HSIP funds. Therefore, the City agrees to furnish and provide the difference between actual costs and the HSIP funds received.

4. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

5. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

7. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 09-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. **Non-Availability of Funds:** Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

11. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

City of Willcox  
Attn: Dave Bonner  
250 North Railroad Avenue  
Willcox, Arizona 85643  
(520) 766-4210  
(520) 384-5349 Fax

12. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The City warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214, Subsection A.

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the City may be subject to penalties up to and including termination of the Agreement.

c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the City or subcontractor is complying with the warranty under paragraph (a).

13. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party 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 Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

14. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

---

**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**CITY OF WILLCOX**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
GERALD "SAM" LINDSEY  
Mayor

By \_\_\_\_\_  
SAM MAROUFKHANI, P.E.  
Deputy State Engineer, Development

ATTEST:

By \_\_\_\_\_  
CRISTINA G. WHELAN  
City Clerk

**ATTORNEY APPROVAL FORM FOR THE CITY OF WILLCOX**

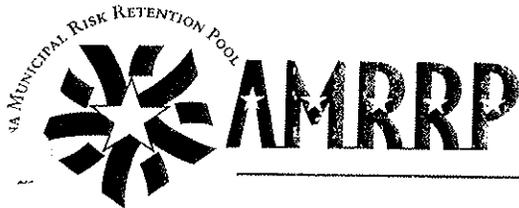
I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF WILLCOX, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
City Attorney





TAB 12

## Arizona Municipal Risk Retention Pool

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July 16, 2010

Ruth Graham  
Dir. Of Finance  
City of Willcox  
101 S Railroad Ave. Ste B  
Willcox, AZ 85643

Dear Ruth:

As I was pleased to announce in my letter of May 24, 2010, the AMRRP Board of Trustees voted to declare a \$2,800,000 Member dividend, to be distributed among AMRRP Members with property and liability coverage in effect as of July 15th.

Based on a dividend calculation formula approved by the AMRRP Board of Trustees, the City of Willcox's dividend has been calculated at \$42,690. Enclosed, please find a check in that amount.

Once again, please accept the thanks and appreciation of the AMRRP Board of Trustees for the City of Willcox's support and loyalty and for contributing to your Pool's ongoing financial strength and success.

Sincerely,

Rudy Rodriguez  
President  
AMRRP Board of Trustees

Enclosure

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SOUTHWEST RISK SERVICES, ADMINISTRATOR

14902 North 73rd Street • Scottsdale, Arizona 85260 • 602.996.8810 • Fax 602.996.9045

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