

ORDINANCE NS302

AN ORDINANCE OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, AMENDING THE WILLCOX CITY CODE, TITLE 4, CHAPTER 1, ARTICLE A [BUSINESS PERMIT REGULATIONS], SECTION 4-1A-11 [SUNSET CLAUSE], BY REFERENCE, REPEALING THE CURRENT SECTION 4-1A-11 AND PART OF ORDINANCE NS298 RELATING TO REPEALED SECTION 4-1A-11 WITH ALL REMAINING PROVISIONS REMAINING UNCHANGED AS ENUMERATED HEREIN.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, AS FOLLOWS:

Section 1: Adoption by Reference.

That a certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Willcox, being marked and designated as “**Amended Title 4, Chapter 1, Article A, Section 4-1A-11**” of the Willcox City Code, be and is hereby approved and adopted, by reference, as the governing business permit regulations and in specific “Sunset Clause” relating to Title 4.

Section 2: Revisions, Additions, Changes and Amendments to:

Title 4, Chapter 1, Article A: Business Permit Regulations

Section 4-1A-11: SUNSET CLAUSE:

The provisions of this Chapter are subject to automatic renewal every year beginning on December 31, 2010, unless otherwise terminated, revised, revoked or amended by action of the Willcox City Council.

(Ord. NS246, prior code §5.01.130; 5.02.130, 3-17-2003, eff. 1-1-2004) (2008 Code, Ord. NS290, 12-15-2008, eff. 1-1-2009 as amended by 2010 Code Ord. NS 302, 11-15-2010, eff. 12-16-2010)

State law reference – Regulation Authority, A.R.S. § 9-240 (21)

Section 3: That part of Ordinance NS 298 related to the current Section 4-1A-11 is repealed and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4: That all other provisions of Title 4, Chapter 1, Article A shall remain unchanged.

Section 5: That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, the City of Willcox, Cochise County, Arizona hereby declares that it

would have passed this ordinance, and each section, subsection, clause or phrase, irrespective of the fact that any sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6: That nothing in this Ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of actions acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 7: That the various City Officers and Official(s) and/or any other duly appointed deputy are authorized and directed to perform all acts necessary or desirable to give effect and to carry out all the duties authorized under this Ordinance and the City Code.

Section 8: That where this Ordinance conflicts or overlaps with any other Ordinance, Code provision or regulation, whichever imposes the more stringent restrictions for the health, safety and welfare of the public shall prevail.

Section 9: The City Clerk is ordered and directed to cause this ordinance to be published.

Section 10: The City Clerk shall attest to the adoption of this Ordinance and cause same to be maintained as a public record as required by law. This Ordinance shall become effective thirty (30) days after the Mayor and Council perform two readings, conduct a public hearing, publication as required by law, passage and adoption thereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Willcox, Cochise County, Arizona, this _____ day of November, 2010.

APPROVED/EXECUTED

MAYOR, GERALD W. LINDSEY

ATTEST:

APPROVED AS TO FORM:

City Clerk, Cristina G. Whelan, CMC

City Attorney, Hector M. Figueroa

Publish: Arizona Range News November 3 and 10, 2010
Public Hearing: Monday, November 15, 2010,

ORDINANCE NS302



**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 **15th** day of **NOVEMBER** 2010 at **7:00 p.m.**, in the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, WILLCOX, AZ.**

Public Hearing on:

ORDINANCE NS302

AN ORDINANCE OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, AMENDING THE WILLCOX CITY CODE, TITLE 4, CHAPTER 1, ARTICLE A [BUSINESS PERMIT REGULATIONS], SECTION 4-1A-11 [SUNSET CLAUSE], BY REFERENCE, REPEALING THE CURRENT SECTION 4-1A-11 AND PART OF ORDINANCE NS298 RELATING TO REPEALED SECTION 4-1A-11 WITH ALL REMAINING PROVISIONS REMAINING UNCHANGED AS ENUMERATED HEREIN.

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 28th day of OCTOBER 2010 AT 3:00 P.M.

CITY OF WILLCOX, ARIZONA

Is/Cristina G. Whelan, CMC .

CITY CLERK

Publichearing/ord NS302 SUNSET CLAUSE BUS PERMITS

News Announcement

Willcox, Arizona

October 13, 2010

11/10/10
TAB 9

Nathan Rundhaug, Life Scout and Eagle Scout applicant, is orchestrating his Eagle Scout project. Nathan will be collecting tattered flags from the community and replacing them with new flags. Nathan will then be retiring the tattered flags at a ceremony on November 20th at noon at Willcox High School Football Stadium. Community members can turn in tattered flags and the first 50 community members will receive replacement flags at Safeway on November 12th between noon and 6:00 pm. If community members are unable to drop off tattered flags at this time, they can also leave a message at 384-8607.

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item 13
Tab Number 10.
Date: 11/01/10

<u>Date Submitted:</u>	<u>Action:</u>	<u>Subject:</u>
October 25, 2010	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input type="checkbox"/> Other	City Fleet Vehicle Policy Promoting safety with general vehicle safety and reporting instructions.

TO: MAYOR AND COUNCIL
FROM: Sherry Lynn Van Allen, HR Generalist

DISCUSSION:

The Vehicle Policy was presented to Council on August 02, 2010 for comments and consideration by City Manager – Pat McCourt. It was presented again in October and Council instructed staff to add some additional language regarding mandatory drug testing if a city vehicle is involved in an accident. This addition was inserted and we have included a provision stating that individuals will comply with this policy when traveling in their own vehicles on any approved City Business.

The sole purpose of this policy is to promote safety while operating any City vehicle. It also provides clear guidelines on preventative maintenance operations and details how to report an accident. The policy also allows for yearly drivers license checks. This will be done through the Willcox Department of Public Safety. The license will only be checked for validation. Those who have an invalid or suspended license and are unable to perform the duties of their respective job description may be subject to disciplinary action up to and including termination of City employment.

During the research on this type of policy, we have found that other Cities, Towns and School Districts that have adopted similar policies have experienced a decrease in accidents and have seen a reduction in Workman's Compensation Claims due to vehicle accidents.

RECOMMENDATION:

Motion to approve Resolution No. 2010- 106 authorizing the City of Willcox to adopt the Vehicle Policy as part of the current employee handbook under section #517.

FISCAL IMPACT: None at this time. However, our safety rating should improve reducing workmen's compensation claims resulting in a lower e-mod rate over the next couple of years.

Submitted by:


Sherry Van Allen-Teeters, HR Gen.

Approved by:


Pat McCourt, City Manager

RESOLUTION NO. 2010-106

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA ["CITY"] APPROVING AND ADOPTING REVISIONS TO SECTION 517 (FLEET SAFETY POLICIES AND PROGRAM) OF THE WILLCOX EMPLOYEE HANDBOOK FOR THE PURPOSE OF REVISING THE MOTOR VEHICLE RECORD GUIDELINES; ADOPTING THE VEHICLE POLICY; ESTABLISHING THE EFFECTIVE DATE AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the City of Willcox, is authorized and empowered pursuant to Title 9, A.R.S. §§ 9-240 and 9-499.01 et seq. to have control of the finances and property of the corporation and to have power to oversee all phases of services to the citizens of the City; and

WHEREAS, the current City of Willcox Employee Handbook was officially approved and adopted pursuant to Resolution 2007-10 on May 23, 2007 incorporating personnel policies setting forth the principles and procedures which will be followed by the City of Willcox in the administration of its personnel system; and

WHEREAS, the Mayor and City Council approved and adopted Revisions to Sections 503, 511, 512, 516 and 303 of the Employee Handbook pursuant to Resolutions 2008-14, 2010-14, 2010-20 and 2010-30; and

WHEREAS, the Mayor and City Council have determined that approving and adopting a Revision to Section 517, subsections 517.7 [MOTOR VEHICLE RECORD GUIDELINES] and 517.10 [IN CASE OF AN ACCIDENT] of the Employee Handbook is in the best interest of the City, its employees and the citizens of this City; and

WHEREAS, the Mayor and Council of the City of Willcox desire to have this Resolution presented at its November 1st, 2010 Council Meeting

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Willcox, Cochise County, Arizona, that the Revised Sections 517.7 and 517.10 of the Employee Handbook shall be the official statement of policies and procedures concerning employment with the City of Willcox, effective November 1, 2010.

BE IT FURTHER RESOLVED:

1. That this Resolution serves to approve and adopt the revisions to Section 517 and respective subsections 517.7 and 517.10 of the Willcox Employee Handbook as presented and to authorize the Mayor to execute this Resolution.
2. That if any provision, section, subsection, sentence, clause, phrase or portion of this Resolution adopted herein or the application thereof to any person or circumstance is found to be invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or circumstance and to this end, the provisions of this Resolution are severable
3. That nothing in this Resolution shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of actions acquired or existing, under any act or Resolution(s) hereby repealed as cited in this Resolution; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Resolution.

BE IT FURTHER RESOLVED by the Mayor and Council of the City of Willcox, Cochise County, Arizona, 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.

PASSED AND ADOPTED by the Mayor and City Council of the City of Willcox, Cochise County, Arizona, this ____ day of November, 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. 2010-106

517 Fleet Safety Policies and Program

Effective Date: November 01, 2010

Resolution #2010-106

517.1 - 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.

517.2 - 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. 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.

517.3 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.

"Employee" is City employees, elected officials, and commission/committee members.

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

517.4 MANAGEMENT RESPONSIBILITIES

1. 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 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 drivers license checks on an ongoing basis.

2. Vehicle Maintenance Department

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

3. 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.

4. 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.

517.5 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.
- Follow procedures of Cellular Policy #516 regarding cell phone usages while driving.
- 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 services 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 ensure an Incident report is completed and given to their supervisor in the event of any type of vehicle 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 encounters 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.

517.6 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.

517.7 MOTOR VEHICLE RECORD GUIDELINES

1. 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 from Human Resources, 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 who's MVR indicates:

- 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 of the appropriate class.

517.8 ANNUAL DRIVERS LICENSE VALIDATION

At least annually, the City may request a driver's license validation through the Department of Public Safety for all City employees, elected officials, commission/committee members, and volunteer drivers. The City reserves the right to check 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.

517.9 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 a valid license, and driving
- Employee or volunteer driver driving without appropriate class of license
- Employee or volunteer driver driving contrary to a license 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/DWI, while on City business or driving a City vehicle

517.10 IN CASE OF AN ACCIDENT

1. 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 Human Resources 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 Incident report is completed and given to their supervisor in the event of any type of vehicle accident. Each department may obtain an incident report from the department supervisor or administrative assistant.

An Incident Report Form should be filled out whenever a City vehicle encounters 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. Anyone involved in an accident while driving a city owned vehicle will submit to a post-accidental drug screen test

If an employee is placed on medication that may impair their ability to safely, operate a city vehicle or use city equipment, due to HIPAA Privacy Laws, it is the employee's responsibility to report to their immediate supervisor or to Human Resources any medications that may restrict them from performing any aspect of their job description.

This vehicle policy is also effective when a City Employee uses their personal vehicle on any approved City business. The employee must secure approval from their immediate supervisor in order to use their personal vehicle. The City of Willcox provides mileage reimbursement to employees that use their personal vehicle for approved City business. This reimbursement encompasses costs related to vehicle usage, fuel, insurance, deductibles, etc. If a City owned car were available for use then the employee would be required to use the City property.

2. 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 Director will determine the final decision on corrective action or discipline, with the Human Resources Department reviewing all decisions. The Human Resources Department and the City Manager must also approve any decision involving demotion, suspension, or termination.

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. The City Employee Handbook will govern any appeal. 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.

3. 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.
- Notify your supervisor and Fleet Services Manager *immediately*.
- Answer all questions truthfully when asked by the police agency investigating the accident
- Fill out a Damage Report immediately and thoroughly. Reports are available through your supervisor or administrative assistant.

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.

517-11 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. The Risk Management Team will schedule this course on a periodic basis.

All Employees and Volunteer Drivers

All employees, elected officials, commission/committee members, 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 11
Date: 11/01/10

<u>Date Submitted:</u>	<u>Action:</u>	<u>Subject:</u>
October 25, 2010	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input type="checkbox"/> Other	Employee Appreciation Awards for 2010

TO: MAYOR AND COUNCIL
FROM: Sherry Lynn Van Allen, HR Generalist

DISCUSSION:

The City has been unable to give significant raises to its employees since the across the board adjustment increase of 15% on March 13, 2006. Some employees are approaching the four-year mark without a cost of living or merit increase. In 2009, we were unable to hold our annual awards banquet due to budgetary restraints. In the Finance budget on Page 70 of the FY11 budget book, under Line No. 10-442-2705, the sum of \$3,000 is budgeted for employee activities. Staff has considered an alternative use of the budgeted funds in the form of an Employee Appreciation of Service Award to be made by the Mayor and Council. We currently have 57 full time employees, and the awards will be processed through payroll and included in the employees' taxable income.

Option #1 - Present our full time employees with an appreciation award in the net amount of \$50.00, at an overall cost of approximately \$3,085.98. This will exceed the budgeted funds by \$85.98. We would ask that the cost of the shortfall be charged to the Mayor and Council's budget on Page 28 of the FY11 budget book, under Line No. 10-402-9690. The line was budgeted at \$580.00 for the year and there is a balance of \$375.00 available.

Option #2 - Present our full time employees with an appreciation award of \$45.00 each net. It will cost approximately \$2,923.80. This option will reduce the amount of the original \$3000 expense by \$76.20.

Option #3 - Schedule an Annual Banquet.

Option #4 - Not to do anything for any purpose.

We have checked with the Arizona League of Cities and Towns and our City Attorney to confirm that such an Appreciation Award does not violate any gifting policies.

Employee morale has fallen drastically over the past year. However, our employees are dedicated to the City. Staff has made budget cuts and continued to contain spending below budget, and found ways to cut down on overall expenses. This small token of appreciation will show City employees that the Mayor and Council acknowledge their dedication and that they are a valuable asset to the success of our City.

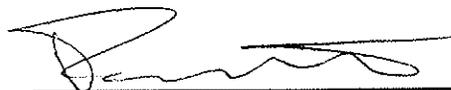
RECOMMENDATION: Motion to approve Resolution No. 2010-____, Option #____, authorizing the City of Willcox to present all full time employees with an Appreciation of Service Award of in the amount of \$____; or, in the alternative, to direct staff to plan an Annual Banquet.

FISCAL IMPACT: \$2,934.80-\$3,085.98.

Submitted by:


Sherry Van Allen-Teeters, HR Gen.

Approved by:


Pat McCourt, City Manager

RESOLUTION NO. 2010-107

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA ["CITY"] FOR THE PURPOSE OF APPROVING AND AUTHORIZING A SELECTED OPTION FROM AMONG FOUR OPTIONS RELATED TO CITY EMPLOYEES AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the City of Willcox, is authorized and empowered pursuant to Title 9, A.R.S. §§ 9-240 and 9-499.01 et seq. to have control of the finances and property of the corporation and to have power to oversee all phases of services to the citizens of the City; and

WHEREAS, the City of Willcox Human Resources Department is presenting various options for Mayor and Council consideration to expend budgeted line item for city employees and the administration of its personnel system; and

WHEREAS, the Mayor and Council are requested to consider and to decide on an option from the four options to be presented relating to full-time city employees; and

WHEREAS, if approved and authorized, the Appreciation of Service Awards option will be processed through payroll and included in the employee's taxable income; and

WHEREAS, the Mayor and City Council have determined that approving and authorizing one of the four options is in the best interest of the City, its employees and its citizens; and

WHEREAS, the Mayor and Council of the City of Willcox desire to have this Resolution presented at its November 1st, 2010 Council Meeting

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Willcox, Cochise County, Arizona, approving and authorizing the option selected at its November 1, 2010 City Council Meeting and directing city staff to carry out specific action.

BE IT FURTHER RESOLVED by the Mayor and Council of the City of Willcox, Cochise County, Arizona, 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.

PASSED AND ADOPTED by the Mayor and City Council of the City of Willcox, Cochise County, Arizona, this ____ day of November, 2010.

APPROVED/EXECUTED

MAYOR, GERALD W. LINDSEY
Signed: _____.

ATTEST:

APPROVED AS TO FORM:

City Clerk, Cristina G. Whelan, CMC

City Attorney, Hector M. Figueroa, Esq.

RESOLUTION NO. 2010-107

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item 15
Tab Number 12
Date: 11/01/2010

<u>Date Submitted:</u>	<u>Action:</u>	<u>Subject:</u>
October 27, 2010	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal	APPROVAL TO ACCEPT ARRA FUNDING THROUGH USDA-RD FOR LIBRARY IMPROVEMENTS

TO: MAYOR AND COUNCIL
FROM: Finance Director Ruth Graham

DISCUSSION:

Mr. Jeff Hooper, the USDA-RD Area Specialist for Cochise County, has been actively working with the City to secure federal funding for Library improvements. On September 24, 2010 the City of Willcox was awarded funding in the amount of \$117,700 through the American Recovery and Reinvestment Act (ARRA) program to be used for Public Library Improvements that will enhance our Library and improve the community. Council action is requested to approve the United States Department of Agriculture Rural Housing Service Community Facilities Grant Agreement required to accept the funding and setting out the requirements for the City to comply with its obligations under the grant.

The project is a part of the ongoing Library renovations and this additional funding will allow the City to expand the scope of the improvements project. On March 1, 2010, by Resolution No. 2010-17, the Mayor and Council authorized staff to apply for the funding. The application was made on July 7, 2010. Included in the supporting information provided for this meeting is a Letter of Conditions from the USDA dated July 7, 2010, as well as a copy of the letter dated September 24, 2010 from Leonard Gradillas, USDA Community Programs Director, notifying the City that the grant request has been approved and the funds obligated. The approved Request for Obligation of Funds includes an itemized budget and description of the project as shown in the Application for Federal Assistance. The USDA award of \$117,700 represents 32.2879% of the total project budget of \$364,533. As shown on the budget, the additional funds in the amount of \$246,833, totaling 67.721% of the project budget, have been provided by a \$30,000 grant from the State Grants in Aid program, the 2004 voter-approved bond funds of \$155,000, an additional funding allowance of \$25,000 from the General Fund, a \$35,000 pledge from the Friends of the Library, and \$1,833 from the General Fund for a surveillance system installed in FY10. The grant will not require an additional investment of City funds.

RECOMMENDATION:

Motion to approve the City to accept the United States Department of Agriculture Rural Housing Service Community Facilities Grant Agreement in the amount of \$117,700 for the Elsie S. Hogan Community Library.

FINANCIAL IMPACT: An additional \$117,700 in grant funds to be used for the Library.

Submitted by:


Ruth Graham, Finance Director

Approved by:


Pat McCourt, City Manager

RESOLUTION NO: 2010-109

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND ADOPTING THE USDA RURAL HOUSING SERVICE [“RHS”] AGREEMENT UNDER THE COMMUNITY FACILITY GRANT PROGRAM IN THE AMOUNT OF \$117,700.00 TO BE USED FOR PUBLIC LIBRARY IMPROVEMENTS AND EQUIPMENT, AUTHORIZING AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the CITY is authorized pursuant to A.R.S. §§ 9-413 and 9-419 to establish a Library fund and to authorize the use of land and structures for a public library; and

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

WHEREAS, the City of Willcox Mayor and Council, on behalf of the Elsie S. Hogan Community Library [the “LIBRARY”], submitted an application to the USDA which has been approved under the Community Facility Grant Program (7 C.F.R. part 3570, subpart B); and

WHEREAS, the Mayor and Council desire to approve and adopt the USDA Community Facilities Grant Agreement in the amount of \$117,700.00 for the specific purposes designated therein; and

WHEREAS, the LIBRARY will submit a proposed Summary of Budget Categories that describes the specific use of grant funds with the total budgetary breakdowns for review and approval by Mayor and Council; and

WHEREAS, the Mayor and Council of the City of Willcox have determined that it is in the best interest of the City and its citizens to approve and adopt the USDA Community Facilities Grant Agreement in the amount of \$117,700.00; and

WHEREAS, the Mayor and Council desire to have this item presented on November 1st, 2010 at the Council Meeting; and

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

BE IT RESOLVED by the Mayor and Council of the City of Willcox, Cochise County, Arizona, that the City formally approves and adopts the USDA Community Facilities Grant Agreement in the amount of \$117,700.00.

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 November 2010.

APPROVED/EXECUTED:

MAYOR, GERALD W. LINDSEY
Signed: _____.

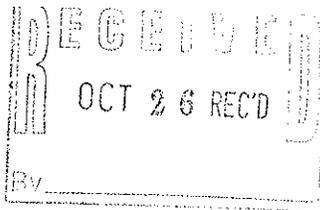
ATTEST:

APPROVED AS TO FORM:

City Clerk, Cristina G. Whelan, CMC

City Attorney, Hector M. Figueroa

RESOLUTION NO: 2010-109



Form RD 3570-3
(Rev. 5-99)

Form Approved
OMB No. 0575-0173

**United States Department of Agriculture
Rural Housing Service**

COMMUNITY FACILITIES GRANT AGREEMENT

THIS GRANT AGREEMENT (Agreement) dated _____, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 7 C.F.R. parts 3015, "Uniform Federal Assistance Regulations," 3016 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations." Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants whether contained in here or not.

BETWEEN _____ WILLCOX, CITY OF _____

a public body, nonprofit corporation, or Indian tribe (Grantee) and the United States of America acting through the Rural Housing Service (RHS), Department of Agriculture, (Grantor)

WITNESSETH:

All references herein to "Project" refer to a community facility to serve a rural community generally known as _____ ELSIE S. HOGAN PUBLIC LIBRARY _____ The principal amount of the grant is \$ _____ 117,700.00 _____ (Grant Funds) which is _____ 32.2879 percent of Project costs.

WHEREAS

Grantee has determined to undertake the acquisition, construction, enlargement, capital improvement, or purchase of equipment for a project with a total estimated cost of \$ _____ 364,533.00 Grantee is able to finance and has committed \$ _____ 246,833.00 of Project costs.

The Grantor has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Grantor. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

As a condition of this Agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those contained in 7 C.F.R. § 3015.205(b), which are incorporated into this agreement by reference, and such other statutory provisions as are specifically contained herein.

NOW, THEREFORE, in consideration of said grant;

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0173. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Grantee agrees that Grantee will:

A. Cause said Project to be constructed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by Grantor;

B. Provide periodic reports as required by Grantor and permit periodic inspection of the Project by a representative of the Grantor. For grant-only Projects, Form SF-269, "Financial Status Report," and a project performance report will be required on a quarterly basis (due 15 working days after each of each calendar quarter). A final project performance report will be required with the last "Financial Status Report." The final report may serve as the last quarterly report. Grantees shall constantly monitor performance to ensure that time schedules are being met, projected work by time periods is being accomplished, and other performance objectives are being achieved. The project performance reports shall include, but not limited to, the following:

1. A comparison of actual accomplishments to the objectives established for that period;
2. Reasons why established objectives were not met;
3. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular project work elements during established time periods. This disclosure shall be accomplished by a statement of the action taken or planned to resolve the situation; and
4. Objectives and timetables established for the next reporting period.

C. Manage, operate, and maintain the facility, including this Project if less than the whole of said facility, continuously in an efficient and economical manner;

D. Not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds;

E. Make the public facility or services available to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental disability at reasonable rates, including assessments, taxes, or fees. Grantee may make modifications as long as they are reasonable and nondiscriminatory;

F. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant;

G. Upon any default under its representations or agreements contained in this instrument, Grantee, at the option and demand of Grantor, will immediately repay to Grantor the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by Grantor, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made;

H. Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed;

1. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain Grantor's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed, as provided in paragraphs 1 and 2 above, the Grantee shall request disposition instructions from the Grantor. The Grantor will observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return;

(c) The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

I. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with Grant Funds. Equipment means tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment as defined below:

1. Use of equipment.

(a) The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:

(i) Activities sponsored by the Grantor.

(ii) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with the following standards:

(a) Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.

(b) Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Grantor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Grantor.

(c) The Grantor shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

(i) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.

(ii) If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.

(iii) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall include:

(a) Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

- (b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.
- (c) A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
- (d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
- (e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

This Grant Agreement covers the following described equipment (use continuation sheets as necessary).

All equipment purchased with grant funds.

J. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property, and other assets. Grantees shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

K. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts;

L. Provide either an audit report, annual financial statements, or other documentation prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations, and this Agreement;

M. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement;

N. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item H and I; and

O. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 117,700.00 which it will advance to Grantee to meet not to exceed 32.2879 percent of the Project development costs in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds.

IN WITNESS WHEREOF, Grantee has this day authorized and caused this Agreement to be executed

By _____

and attested with its corporate seal affixed (if applicable) by

Attest:

By _____

(Title) _____

UNITED STATES OF AMERICA
RURAL HOUSING SERVICE

By _____

(Name)

(Title)

USDA-RDA Grant Funding Proposal Detail:

Project Scope: Five Elements – Summary and Total

1.	Addition of Solarium Room	\$60,000*
2.	Install Carpeting in Main Library	9,000
3.	Paint Bldg Exterior and Murals	10,000
4.	Install Video Surveillance Security System	22,000
5.	Landscaping front areas of the Library	<u>6,000</u>
	Sub-Total	\$107,000
6.	Contingency Amount @ 10%	<u>10,700</u>
	Total Requested Amount of Grant	\$117,700

Project Elements Detail:

- Solarium Room:**
Received 3 Quotes - Florian Solar Products - \$36,052 (Incomplete)
4 Seasons Sunrooms, Inc - \$57,147 (Selected)
Royal Covers, Royal Const. - \$79,768 (High Quote)
(*) None of the Quotes contained estimates for floor coverings, so it was added in.
- Carpeting:**
Received 2 Quotes - Mark Simmons & Co. - \$12,435
Woods Construction Co. - \$ 5,500 (Mat'l only)
Simmons quoted \$3,500 labor so we added that to the low quote – totaling \$9,000
- Painting and Murals:**
Based on Actual Costs – Public Works Paint Manual - \$5,250 - 7000sf x10'H
Murals - Painter's Plus (sole source) - \$4,750
- Video Surveillance Security System:**
Costs are based on Building configuration, number of exits, and electrical service. We must therefore purchase 2 double-unit security arms, one for the front main entrance, and one for the rear double doors near the Large Meeting Room; and 3 single units, 1 for the back patio exit, 1 for the Solarium Room exit, and 1 for the small meeting room. We must also install wiring and video feeds for an 8-camera surveillance system.

Double-units average cost is \$5,000 ea x 2 = \$10,000
Single units average costs are \$3,000 ea x 3 = \$9,000
Installing wiring and video cable estimated at \$3,000
- Landscaping front of Library (minimal water use):**
Astro Turf - fescue 1.75"H – 930 sf – Home Depot - \$3,505 (incl tax)
Sidewalks from Bldg to Curb – Willcox Rock & Sand - \$1,000
Picnic tables/chairs and benches – Sam's Club Tucson - \$ 995
Drip irrigation water line for tree in middle of open space - \$ 500



Committed to the future of rural communities.

United States
Department of
Agriculture
Rural Development

230 N. First Ave., Ste 206
Phoenix, AZ 85003-1706
(602) 280-8745
(602) 280-8881 FAX

July 7, 2010

Sam Lindsey, Mayor
City of Willcox
101 S. Railroad Ave.
Willcox, AZ 85643

RE: Letter of Conditions, Elsie S. Hogan Library Rehabilitation Project

Dear Mr. Miner:

This letter establishes the conditions which must be understood and agreed to before further consideration may be given to the application. Any changes in the project cost, source of funds, scope of services, or any other significant changes in the project or your organization must be reported to and approved by the United States Department of Agriculture (USDA), Rural Development, by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

The actual agency that will make the grant and will provide the financial assistance is the United States Department of Agriculture Rural Housing Service (RHS). The City of Willcox /Elsie S. Hogan Library will herein be referred to as the 'Applicant'.

This letter is not to be considered as grant approval or as a representation as to the availability of funds. The docket may be completed on a basis of a RHS grant not to exceed \$117,700.00 from Rural Development and an applicant commitment in the amount of \$246,833.00 for a total project cost of \$364,533.00.

The grant will be considered approved on the date a signed copy of Form 1940-1, 'Request for Obligation of Funds' is signed by Rural Development and mailed to you.

Please complete and return the attached Form 1942-46, 'Letter of Intent to Meet Conditions', if you desire that further consideration be given your application. If the conditions set forth in this letter are not met within 150 days of the date hereof, Rural Development reserves the right to discontinue processing the application. An extension can be requested in writing to Rural Development.

"USDA is an equal opportunity provider, employer and lender."
To file a complaint of discrimination write USDA, Director, Office of Civil Rights,
1400 Independence Avenue, S.W., Washington, DC 20250-9410
or call (800)795-3272 (voice) or (202) 720-6382 (TDD).

1. PROJECT FUNDING

Funds will be used as follows:

PURPOSE	RHS GRANT	APPLICANT	TOTAL
Renovations	\$117,700	\$246,833	\$364,533

The RHS Community Facility Grant funds will be the last funds expended. The Applicant will provide written documentation of the availability of all project funds before beginning the project. The USDA contribution shall not exceed the federal percentage requirements as specified in RD Instruction 3570-B.

2. SECURITY REQUIREMENTS

Attached is a copy of Form 3570-3, 'Community Facilities Grant Agreement', for your review. You will be required to execute this agreement before grant funds are advanced.

The contributions shall be considered as the first funds expended. After providing for all authorized costs, and remaining RHS project funds will be considered RHS grant funds and refunded to RHS.

The grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 7 CFR parts 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.

The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 7 CFR parts 3015, 3016 or 3019 in effect at this time and may be subsequently modified.

3. ORGANIZATION

Your attorney must provide a legal opinion that the Applicant is duly organized, is in good standing, and it has the power to execute, deliver and perform its obligations under the grant documents.

4. BUSINESS OPERATIONS

A. An annual audit will be required under OMB Circular A-133 for the year in which Rural Development funds were received. A copy of the audit will be sent to the Rural Development State Office in Phoenix, Arizona. The audit is due within 90 days after the end of your fiscal year.

B. A final three year operating budget (Form RD 442-7) must be prepared prior to grant closing. The operating budget must indicate that the project will generate sufficient operating income to pay for all planned operating and maintenance expenses with adequate cash balances to allow for project depreciation.

5. INSURANCE

Insurance and bonding will be required as outlined in Rural Development Instruction 1942.17 (j) (3) and evidence of coverage will be furnished to Rural Development annually.

A. Property Insurance - Fire and extended coverage will be carried on all above ground structures, including machinery, equipment, and furnishings housed therein.

B. Liability and Property Damage Insurance – Applicant should review existing coverage to determine its adequacy and make adjustments upward, if necessary.

C. Worker's compensation – The Applicant will be required to carry suitable workers compensation insurance for all its employees in accordance with applicable Arizona Laws.

D. Fidelity Bonds – Positions of officials entrusted with the receipt and disbursement of its funds and the custody of any property for this project will be covered by a fidelity bond.

Evidence that these coverage's are in effect must be furnished to Rural Development throughout the term of the grant.

It is the responsibility of the Applicant and not that of Rural Development to assure that adequate insurance and fidelity bond coverage is maintained.

6. OBTAINING ADEQUATE, CONTINUOUS, AND VALID RIGHTS-OF-WAY

A certificate by a duly authorized official of the Applicant that is has obtained and presently holds adequate and sufficient legal title to all rights-of-way, permits, licenses, and other authorizations deemed necessary by the Applicant, its architect, and its attorney for an uninterrupted right-of-way for the construction, operation maintenance of the facilities.

7. PLANNING AND PERFORMING DEVELOPMENT

A. Final written construction bids must be obtained from at least 3 licensed contractors before awarding the bid. Final construction contract must be approved by Rural Development prior to start of construction.

B. PRIOR to issuance of the NOTICE TO PROCEED, the Applicant shall obtain all required construction reviews, approvals, and permits required by jurisdiction of the local government, county, state, or other federal agencies. The applicant shall provide a written certification to Rural Development that all reviews, approvals and permits for construction have been issued and are currently in effect.

8. DISBURSEMENT OF PROJECT FUNDS

A. Rural Development has determined that interim financing is not available for the project therefore multiple advances will be utilized in accordance with Rural Development Instruction 1942.17 (p).

B. During construction, the Applicant shall disburse project funds in a manner consistent with Section 1942.17 (p) (5), of Rural Development Instruction 1942-A. Form RD 1942-18, "Partial Payment Estimates" or similar form approved by Rural Development, shall be used for the purpose of documenting periodic construction estimates, and shall be submitted to Rural Development for review and acceptance. Prior to disbursement of funds by the Applicant, we will review and approve each payment estimate. All bills and vouchers must be approved by Rural Development prior to payment by the Applicant.

C. It should be understood that the Rural Development is under no obligation to provide additional funds to meet additional expenses.

D. The Applicant will be expected to acknowledge receipt of electronic funds transfers as requested by Rural Development. If not acknowledged, funds control tracking may be affected, and processing of future pay estimates/reimbursements by Rural Development may be delayed.

E. In accordance with the intent of Congress as expressed in the fiscal year 1997 Appropriations Act, recipients of community facility assistance provided by RHS are encouraged, in expending the assistance, to purchase only American-made equipment and products.

9. OTHER CONDITIONS

A. An Environmental Impact Assessment, categorical exclusion has been reviewed by the Environmental Coordinator in accordance with Instruction 1940-G.

B. In the event that an item of archaeological significance is encountered on the project, the Applicant is to comply with the National Historic Preservation Act of 1966.

C. The Applicant will comply with any applicable state, county, local laws, and regulations affecting this type of improvement project.

D. The Applicant will comply with Section 504 of The Rehabilitation Act of 1973, as amended and 7 C.F.R. Part 15b, which provides that no individual with a disability and solely by reason of their disability may be excluded from using or participating in the benefits of any facility receiving USDA, Rural Development assistance.

E. The Applicant will comply with Title IX of the Education Amendments of 1972, which prohibits discrimination of the basis of sex in education programs and activities receiving Federal Financial Assistance.

F. This grant will be subject to the provisions of equal opportunity and nondiscrimination in employment for construction, in accordance with Title VI of the Civil Rights Act of 1964. The Applicant shall adopt Form 400-4, "Assurance Agreement" and Form 400-1, "Equal Opportunity Agreement".

G. The Applicant will be required to executed AD-1047, "Certification Regarding Debarment, Suspension, and Other Responsibility Matter – Primary Covered Transactions", to certify that your organization is not debarred or suspended from Government assistance.

H. The Applicant will be required to execute Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", from any person or entity you do business with as a result of this Government assistance that they are not debarred or suspended from Government assistance.

I. The Applicant will be required to execute Form AD-1049, "Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I - For Grantees Other Than Individual", to certify that you will provide a drug-free awareness program for employees.

J. The Applicant will be required to sign "Certification for Contracts, Grants and Loans".

K. The Applicant will be required to sign "Form 1910-11, "Applicant Certification Federal Collection Policies for Consumer or Commercial Credit".

10. OTHER REQUIREMENTS

Compliance Review – an equal opportunity compliance review will be made by Rural Development for this grant before it is closed or construction commences, whichever occurs first.

This grant will be closed subject to availability of funds, applicable Rural Development Instructions, this Letter of Conditions, and any amendments.

Sincerely,

JEFF HOOPER
Community Programs Specialist

Attachments:

- Form 1940-1, Request for Obligation of Funds
- Form 1942-46, Letter of Intent to Meet Conditions
- Form 1924-18, Partial Payment Estimate
- Form 400-1, Equal Opportunity Agreement
- Form 400-4, Assurance Agreement
- Form AD-1047, Certification Regarding Debarment, Suspension, and Other.....
- Form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and
- Form AD-1049, Certification Regarding Drug-Free Workplace Requirements (Grants)
- Form A-I to Instruction 1940-Q, Certification for Contracts, Grants and Loans
- Certification of Compliance with Federal, State, and Local Requirements
- Form 3570-3, Community Facilities Grant Agreement



Committed to the future of rural communities.

United States
Department
of Agriculture
Rural Development

Arizona State Office
230 N. First Avenue (602) 280-8745
Suite 206 (602) 280-8705 TDD
Phoenix, AZ 85003-1706 (602) 280-8881 FAX

September 24, 2010

City of Willcox
Mr. John Hilton
100 N. Curtis Avenue
Willcox, AZ 85643

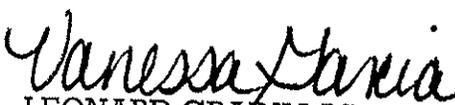
Re: Request for Obligation of Funds
CF Grant Funds: \$117,700

Dear Mr. Hilton:

Funds have been obligated for your grant request and a copy of Form RD 1940-1, Request For Obligation of Funds, is enclosed. This letter serves as notification that the grant request has been approved.

If you have any questions or need additional information, please call our office at (602) 280-8745.

Sincerely,

for 
LEONARD GRADILLAS
Community Programs Director

Enclosure

cc: Jeff Hooper, Area Specialist
Willcox, AZ

CF Grant

USDA
Form RD 1940-1
(Rev. 07-08)

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ()
Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.

1. CASE NUMBER ST CO BORROWER ID 02-015-866000270		LOAN NUMBER 11	FISCAL YEAR 2010
2. BORROWER NAME WILLCOX, CITY OF		3. NUMBER NAME FIELDS 1 (1, 2, or 3 from Item 2)	
250 N RAILROAD AVE		4. STATE NAME ARIZONA	
WILLCOX, AZ 85643		5. COUNTY NAME COCHISE	

GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - ASIAN 4 - HISPANIC 5 - API	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - OTHER	8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT 3 (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000	18. USE OF FUNDS CODE (See FMI)		

COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 237 (See FMI)	20. PURPOSE CODE	21. SOURCE OF FUNDS 0	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN \$0.00	25. AMOUNT OF GRANT \$117,700.00	
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR 09/15/2010	28. INTEREST RATE 0 %	29. REPAYMENT TERMS 0

COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS	
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT	
COMPLETE FOR EM LOANS ONLY	COMPLETE FOR CREDIT SALE-ASSUMPTION
31. DISASTER DESIGNATION NUMBER (See FMI)	32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN
FINANCE OFFICE USE ONLY	COMPLETE FOR FP LOANS ONLY
33. OBLIGATION DATE MO DA YR 09/24/10	34. BEGINNING FARMER/RANCHER (See FMI)

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL
See attached

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date July 7, 2010 [Signature] (Signature of Applicant)

Date _____, 20____ [Signature] (Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

[Signature] (Signature of Approving Official)
Typed or Printed Name: Leonard Gonzalez

Date Approved: 9-15-2010 Title: Program Director

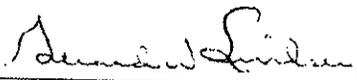
38. TO THE APPLICANT: As of this date 09/24/10, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

Exhibit "A"

Attachment to Form FmHA 1940-1 "Request for Obligation of Funds"

The grantee understands the requirements for receipt of funds under the Community Facilities Grant program. The grantee assures and certifies that it is in compliance with all applicable laws, regulations, Executive Orders, and other applicable requirements, including those set forth in Form RD 3570-3, 7 CFR parts 3015, 3016, or 3019 as subsequently modified, and the letter of conditions. The following conditions may apply if CFG funds were used to purchase equipment or obtain or improve real property:

- (1) "The grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 7 CFR parts 3015, 3016, or 3019 in effect at this time and as may be subsequently modified."
- (2) "The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 7 CFR parts 3015, 3016, or 3019 in effect at this time and as may be subsequently modified."



Signature

July 7, 2010

Date

Signature

Date

Application for Federal Assistance SF-424

***1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

***2. Type of Application**

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s)

*Other (Specify) _____

3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City Of Willcox, Arizona

*b. Employer/Taxpayer Identification Number (EIN/TIN):
86-6000270

*c. Organizational DUNS:
05-604-9265

d. Address:

*Street 1: 100 N. Curtis Ave

Street 2: _____

*City: Willcox

County: Cochise

*State: Arizona

Province: _____

*Country: USA

*Zip / Postal Code 85643

e. Organizational Unit:

Department Name:
Elsie S. Hogan Community Library

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr

*First Name: John

Middle Name: K.

*Last Name: Hilton

Suffix: _____

Title: Vice-Chair - Elsie S. Hogan Public Library Advisory Committee (PLAC)

Organizational Affiliation:
PLAC

*Telephone Number: 520.384.2115

Fax Number: 520.384.0126

*Email: john.hilton.az@gmail.com

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

Rural Development

11. Catalog of Federal Domestic Assistance Number:

10-766

CFDA Title:

Community Facilities Loans and Grants

***12 Funding Opportunity Number:**

10-766

*Title:

Community Facilities Loans and Grants

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Willcox, Cochise County

***15. Descriptive Title of Applicant's Project:**

Elsie S. Hogan Community Library Renovation and Expansion Project

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 8

*b. Program/Project: 8

17. Proposed Project:

*a. Start Date: 01/2010

*b. End Date: 12/2010

18. Estimated Funding (\$):

*a. Federal	_____	117,700
*b. Applicant	_____	30,000
*c. State	_____	180,000
*d. Local	_____	35,000
*e. Other	_____	1,833
*f. Program Income	_____	364,533
*g. TOTAL	_____	

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes
- No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: Mr. _____ *First Name: Thomas _____
 Middle Name: O. _____
 *Last Name: Miner _____
 Suffix: _____

*Title: Elsie S. Hogan Community Library Director

*Telephone Number: 520.766.4250

Fax Number: 520.384.0126

* Email: tminer@willcoxcity.org

*Signature of Authorized Representative:

Thomas O. Miner

*Date Signed: May 21 2010

Elsie S. Hogan Community Library Expansion and Renovation Project
 USDA Grant Request Application
 Exhibit List

EXHIBITS	
#	Exhibit Title
1	Evidence of Organization
2	City of Willcox Resolution No: 2010-17
3	Map of Project Location in Willcox, AZ
4	Proposed Project Overview
5	Communication and Documentation with and related to Dick and Fritsche Design Group (DFDG)

- City Charter - Willcox, Arizona
 Resolution by Willcox City Council approving request of USDA grant funds
 Map indicating project location on Curtis Ave. and E. Maley St. in Willcox, AZ
1. Project overview describing historical proceedings, initial library renovation and expansion project, funding challenges, and proposed use of USDA Grant funds.
 2. Communiqué from 2004 addressing plans for Library renovation and expansion
 3. Preliminary needs list for library expansion (2004)
 4. Library Director notes from meeting between Willcox City Manager, Director of Public Safety and Works, and Library Director indicating hierarchy of Library renovation projects (12/2008)
 5. Memo from Interim City Manager re: Police Facility and Library Renovation Project funding and construction status.
 6. SF-424C *Budget Information - Construction Programs*
 7. Construction Project Budget Spreadsheet
 8. Funding Proposal Detail
 9. Solarium Estimate - Florian
 10. Solarium Estimate - Four Seasons
 11. Solarium Estimate - Royal Covers
 12. Carpeting Estimate - Mark Simmons
 13. Painting Estimate - Painting Plus
 14. Landscape Estimate - Home Depot
1. Request for Qualification (RFQ) - DRAFT January, 2009
 2. Request for Action to approve resolution to adopt contract between City of Willcox and Dick and Fritsche Design Group (DFDG)
 3. City of Willcox Resolution No: 2009-15 to adopt contract between City of Willcox and Dick and Fritsche Design Group (DFDG)
 4. E-mail communication between DFDG and Library Director discussing design details, addition of vestibule and elimination of solarium from plans.
 5. DFDG letter to Library Director re: Project Scope (@/25/2009)
 6. DFDG follow-up design meeting notes (6/22/2009)
 7. DFDG Artist rendering of exterior elevation of Library with solarium

6	Communication and Documentation with and related to Woods Construction	<ol style="list-style-type: none"> 1. City of Willcox Resolution 2009-73 to approve and adopt contract agreement between City of Willcox and Woods Construction 2. Notice of Award to Woods Construction Company 3. Woods Construction Company Description of Work Performed 4. Woods Construction Co. Change Order Summary Worksheet for addition of vestibule (01/11/2010) 5. Request for Action to approve resolution to accept change order to construct vestibule for library entrance (01/19/2010) 6. City of Willcox Resolution 2010-07 to adopt change order for addition of vestibule to library entrance (01/19/2010)
7	Evidence of Support from Community Leaders for the Elsie S. Hogan Community Library Expansion and Renovation Project	<ol style="list-style-type: none"> 1. Cochise County Workforce Development 2. Cochise County Library District 3. Arizona State Library, Archives, and Public Records (ASLAPR) 4. Cochise County Board of Supervisors 5. Public Library Advisory Committee (PLAC)
8	SF 424D - Assurances – Construction Programs	Assurances signed by authorized city official
9	Survey on Ensuring Equal Opportunity for Applicants	Completed survey
10	Financials	<ol style="list-style-type: none"> 1. City of Willcox Financial Statements – FY 2008 and FY 2009 2. Police Facility / Library Bond Funds Account Ledger 3. City of Willcox Library Operating Budget 4. Detail Ledger Prompts for Library Acct. FY 2010 5. FY 2011 Proposed Library Budget Summary 6. Letter to ASLAPR Director acknowledging SGIA grant (\$30k) 7. Letter to AZ Sec. of State acknowledging SGIA grant 8. City of Willcox Resolution No: 2010-22 accepting SGIA grant in amount of \$30,000. 9. ASLAPR SGIA grant agreement with City of Willcox/Elsie S. Hogan Community Library 10. E-mail from Friends of the Library (FOL) clarifying availability of funds (\$35K) and procedure for requesting contributions for Library. 11. Public Library Advisory Committee Meeting Minutes (11/10/2009) indicating discussion re: hosting fundraisers to raise money for construction of solarium.

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 16
Tab Number: 13
Date: 11/1/2010

Date Submitted:
October 27, 2010

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject:
Stout Payment Plan
Agreement Between
Ronald & Corinne Stout
dba Stout's Cider Mill and
the City of Willcox

TO: MAYOR AND COUNCIL
FROM: Ruth Graham

DISCUSSION:

Mr. & Mrs. Stout have a lease with the City of Willcox to use property located at 1510 N. Circle I Rd. in Willcox. On the property is a building known as Stout's Cider Mill. The property is adjacent to and shares a parking lot with the City's Visitor Center. The Lease provides that the Stouts pay a rental fee calculated as the greater of One Percent (1%) of gross sales or Five Hundred Dollars (\$500) per year. The fee is paid after the fact; the rent is not paid in advance. Rent is due semi-annually within ten days after the close of the six month period, or on January 10 and July 10 each year. Mr. and Mrs. Stout have provided an accounting to the City for the period from January 2009 to September 2010. It reflects a balance due of \$857.36 for the first half of 2009, \$996.80 for the second half of 2009, \$863.35 for the first half of 2010, and \$379.75 for the months of July-September 2010, for a total rent due of \$3,106.26. The obligation for payment of rents will continue to accrue. In addition, the agreement addresses payment for utilities provided by the City to the property, and having the Lessee maintain a current Certificate of Insurance.

The proposed plan, entitled "Stout Payment Plan Agreement Between Ronald & Corinne Stout dba Stout's Cider Mill and the City of Willcox," will memorialize the agreement for the Stout's payment of the past due rents. The proposed plan is presented to the Mayor and Council for its consideration. As shown on Exhibit A of the Agreement, payments of \$500.00 beginning November 5, 2010 and continuing every two weeks thereafter, will satisfy the current balance due of \$3,107.26 by about February 14, 2011. The rent for the last three months of 2010 will be due on January 10, 2011, and payments will continue on the same schedule until the rents have been paid in full. Staff anticipates that, if all payments are made as scheduled, the obligation will be satisfied and the payment plan will terminate on or about February 25, 2011.

RECOMMENDATION:

Motion to approve Resolution No. 2010-110 formally approving the proposed Stout Payment Plan Agreement Between Ronald & Corinne Stout dba Stout's Cider Mill and the City of Willcox.

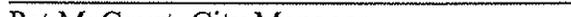
FISCAL IMPACT: Receipt of Rent Payments in the amount of \$3,107.26.

Prepared by:

Approved by:



Ruth Graham, Finance Director



Pat McCourt, City Manager

RESOLUTION NO. 2010-110

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND ADOPTING THE PAYMENT PLAN AGREEMENT ["AGREEMENT"] BETWEEN THE CITY OF WILLCOX ["CITY"] AND RONALD & CORRINE STOUT D.B.A. STOUT'S CIDER MILL ["STOUT'S"] AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND THE PAYMENT PLAN AGREEMENT AND DECLARING AN EMERGENCY TO EXIST.

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

WHEREAS, the Original Lease Agreement and the subsequent Assignment to STOUT contain terms and conditions requiring rent payments to be made to the CITY; and

WHEREAS, the purpose of the AGREEMENT is to enter into a contractual Payment Plan for Rent owed pursuant to Lease provision #4 that requires LESSEE to pay [before the 10th day of January and the 10th day of July of each year] the lease payment owing as of the preceding June 30th and December 31st respectively and to outline specific terms and conditions governing this AGREEMENT; and

WHEREAS, the City of Willcox, Cochise County, Arizona desires to have this Resolution presented at its November 1st, 2010 Council Meeting and has determined that approval of the Payment Plan Agreement between the CITY and STOUT's is in the best interest of the CITY and its residents; and

WHEREAS, the term of this AGREEMENT shall be from November 5, 2010 until the rents for the months of October, November and December, 2010 are paid in full provided that this AGREEMENT shall not become effective until it has been approved and executed by both parties; 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 Rent Payment by STOUT's, 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 formally approves and adopts the "STOUT PAYMENT PLAN AGREEMENT" as presented to Mayor and Council.

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

Section 3: The Mayor is empowered to execute this Resolution and the AGREEMENT.

PASSED AND ADOPTED by the Council of the City of Willcox, Cochise County, Arizona, this ____ day of November, 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. 2010-110

**STOUT PAYMENT PLAN AGREEMENT
BETWEEN
RONALD & CORINNE STOUT D.B.A STOUT'S CIDER MILL
AND
THE CITY OF WILLCOX**

This is a **PAYMENT PLAN AGREEMENT** hereinafter referred to as "AGREEMENT", between **THE CITY OF WILLCOX**, hereinafter referred to as "**LESSOR**" and **RONALD & CORINNE STOUT, d.b.a. STOUT'S CIDER MILL** hereinafter referred to as "**LESSEE**" for the Real Property Lease subject to the following terms and conditions:

1. PURPOSE

The purpose of this AGREEMENT is to enter into a contractual Payment Plan for Rent owed pursuant to Lease provision #4 that requires LESSEE to pay [before the 10th day of January and the 10th day of July of each year] the lease payment owing as of the preceding June 30th and December 31st respectively and to outline specific terms and conditions governing this AGREEMENT.

2. AUTHORITY

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

The LESSOR and LESSEE are bound by the terms and conditions of the original Lease related to the real property located on Circle I Road and commonly known as Stout's Cider Mill. LESSEE is under contractual duty to pay Lease payments as specified by the Lease.

3. TERM

The term of this AGREEMENT shall be from November 1, 2010 through March 31, 2011 provided that this AGREEMENT shall not become effective until it has been approved and executed by both parties. This AGREEMENT shall not constitute or construed as an Amendment to the original Lease. This AGREEMENT is made for the sole purpose of entering into a payment plan to cure LESSEE's default status and to provide the LESSOR an option to collect Lease payments that are in arrears.

4. DUTIES OF THE LESSOR

- The LESSOR agrees to accept Lease payments as enumerated in Exhibit "A" attached hereto.
- The LESSOR shall receive and credit the LESSEE with the Lease payments.

- The LESSOR reserves the right to determine whether LESSEE has defaulted on the terms and conditions of the AGREEMENT and whether such default requires LESSOR to exercise its rights pursuant to Lease provision #16 (3) and (4). If Lease is subject to termination based on such default or breach of the AGREEMENT, LESSOR shall provide the required written notice as provided in the Lease.
- The LESSOR shall require an accounting and perform same as directed by Mayor and Council.
- The LESSOR shall assure that utilities are paid on time and, if necessary, assure that deposits shall be collected as provided by the City Code.
- LESSOR's Finance director shall promptly report to Mayor and Council any breach of any term or condition contained in this AGREEMENT.

5. DUTIES OF THE LESSEE

- The LESSEE agree to pay Lease payments every two weeks to the City in the amount of \$500.00 by 1:00 p.m. on Friday, November 5, 2010, and continuing by 1:00 p.m. every other Friday thereafter until all arrears for FY2009 and FY2010 are paid in full.
- The LESSEE shall make Lease payments as provided in Exhibit "A".
- The LESSEE shall be responsible for delivering payments by 1:00 p.m. to LESSOR at City Hall.
- The LESSEE shall be responsible for the payment of all utility bills for utility account number 715150.01 when payment is due.
- The LESSEE acknowledges that the City Code provides for required deposits if a customer is delinquent three times in a year and that LESSEE has been delinquent at least three times in a year.
- The LESSEE agrees that all certificate of insurance shall be delivered to LESSOR as required pursuant to Lease provision #6 during the term of the Lease and such public liability insurance shall be with insurers and through brokers approved by LESSOR in the amounts specified therein.
- The LESSEE agrees that an accounting will be performed by LESSOR with the assistance and full cooperation of LESSEE.
- The LESSEE agrees that any default or breach of any of the terms of this AGREEMENT shall constitute reasonable grounds for LESSOR to exercise its right to terminate the AGREEMENT and the original Lease as provided in this AGREEMENT and the Lease.

- The LESSEE agrees that Lease provision #18 provides that in case suit is brought for any breach of the terms of the Lease, the prevailing party shall be entitled to reasonable attorney's fees and court costs.
- The LESSEE agrees that in case suit is brought for any breach of the terms of the AGREEMENT, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

6. FINANCING

Each party shall be responsible for any expenses required to perform its obligations pursuant to this AGREEMENT.

7. PARTYS' CONTINUING OBLIGATION

The continuation of this AGREEMENT beyond the initial TERM specified in Section 3 above is not contemplated in this AGREEMENT.

8. TERMINATION/DISPOSITION OF PROPERTY

This AGREEMENT may be terminated by either party upon providing a five (5) day written notice to the other party. Notice of termination must be in writing and delivered personally to the designated representative or sent by registered or certified mail. Termination shall not relieve either party from its obligation to collect and to pay funds for Lease payment(s) already accrued. The City shall retain ownership over the Leased property and improvements.

9. INDEMNIFICATION AND INSURANCE

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

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

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

10. CANCELLATION FOR CONFLICT OF INTEREST

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

11. NONASSIGNABILITY

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

12. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

13. ENTIRE AGREEMENT

This AGREEMENT 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 AGREEMENT shall be made in writing and signed by the parties to this IGA.

14. INVALIDITY OF PART OF THE AGREEMENT

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

15. GOVERNING LAW

This AGREEMENT shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing Arizona Contract Law.

16. REVIEW BY LEGAL COUNSEL

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

17. NOTICE

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

If to the LESSOR:

City Clerk, City of Willcox
101 S. Railroad Ave., Suite A
Willcox Arizona 85643

If to the LESSEE:

Ronald & Corinne Stout
P. O. Box 1100
Willcox, AZ 85644

IN WITNESS WHEREOF, the LESSOR has formally approved this AGREEMENT and has authorized its execution pursuant to Resolution No. 2010-_____.

APPROVED/EXECUTED:

MAYOR, GERALD W. LINDSEY

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk, Cristina G. Whelan, CMC

City Attorney, Hector M. Figueroa

IN WITNESS WHEREOF, the LESSEE has formally approved this AGREEMENT and has authorized its execution.

Ronald & Corinne Stout, d.b.a. STOUT'S CIDER MILL

Ronald Stout

Date

Corinne Stout

Date

STOUT PAYMENT PLAN AGREEMENT

EXHIBIT "A" --- PAYMENT SCHEDULE

Payments to be made by 1:00 p.m. every other Friday beginning November 5, 2010 and continuing until paid in full.

Payment Dates:	Payment	Balance Due
Balance due November 1, 2010		\$ 3,107.26
November 5, 2010	\$ 500.00	2,607.26
November 19, 2010	500.00	2,107.26
December 3, 2010	500.00	1,607.26
December 17, 2010	500.00	1,107.26
December 31, 2010	500.00	607.26
January 14, 2011	500.00	107.26
January 28, 2011	500.00	To be determined

Payments to continue as the same rate until the rents due for the months of October, November and December, 2010 are paid in full.

CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION

Agenda Item 17
Tab Number 14
Date: 11/01/2010

Date Requested:
October 28, 2010

Resolution
 Ordinance
 Other

Year to date FY11
(July 2010-Sept 2010)
Financial Statements

To: MAYOR AND COUNCIL
From: Ruth Graham

At September 30, 2010, 25% of Fiscal Year 2010-2011 has elapsed.

Page 2 of the attachments shows a summarized snapshot at September 30, 2010 of the City's changes in fund balance by individuals funds. The General Fund revenues budgeted and received by line item reflects the distribution of income by revenue type (pages 3 and 4). The General fund revenue budget includes a line item for fund balance appropriations of \$897,336. An allocation of \$90,004 has been made to General Fund Line 10-37-5000, which reflects that the City has used 10% of the budgeted use of General Fund savings (emphasized item on page 3).

The financial statements are shown on a cash basis, with no accrual for anticipated revenues or expenses. Actual receipt of tax revenues, including franchise taxes, generally lags; i.e. September revenues will be received in October. The June revenues received in July have been allocated back to Fiscal Year 2010, ended June 30, 2010, and do not appear on these financial statements. The attached revenue charts (pages 5-10) detail amounts received by type, and compares revenue streams for each type of tax for the years FY05 to FY11. The City sales tax receipts shown on page 5 and the allocated shown among Line 10-31-10000 City Sales Tax 2%, Line 10-31-50000, Room Occupancy Tax, and Fund 15, Line 15-39-71100, HURF/Streets. Receipts at September 30th are at 33% of budget.

Pages 11-22 are the summarized financial statements by fund. General Fund revenues are show by type (Taxes, Licenses and Permits, Intergovernmental, Appropriations, Non-Operating, and Other), and budget v. actual expenses are summarized by department.

Submitted by:



Ruth Graham, Finance Director

Approved by:

Pat McCourt, City Manager

City of Willcox

Financial Report at September 30, 2010

Fund	Fund Name	7/1/10 Opening Cash Balance	FY11 YTD Revenue	Inter-fund Transfers		FY11 YTD Expenses	9/30/2010 Balance	Change in Fund Balance
				In	Out			
10	General Fund	\$ 1,959,052	\$ 634,797	A \$ 116,325		\$ 841,125	1,869,048	\$ (90,004)
15	HURF Shared Rev	\$ 80,030	\$ 226,557			\$ 105,744	200,843	\$ 120,813
16	Grants	\$ (39,377)	\$ 18,052	B		\$ 23,324	(44,649)	\$ (5,272)
17	Special Rev Grants	\$ 97,872	\$ 2,304			\$ 5,598	94,578	\$ (3,294)
20	Debt Service	\$ 155,815	\$ 6,266	C		\$ 130,551	31,530	\$ (124,285)
21	Capital Improv	\$ 38,576	\$ 31	D		\$ 8,446	30,162	\$ (8,414)
50	Gas Bonds/Capital	\$ 894,038	\$ 116,839		A \$ 36,300	\$ 102,837	871,740	\$ (22,298)
51	Water Bonds/Capital	\$ 1,108,708	\$ 204,413		A \$ 45,375	\$ 81,193	1,186,552	\$ 77,844
52	Sewer Bonds/Capital	641,207.29	\$ 183,037		A \$ 21,450	\$ 96,554	\$ 706,240	\$ 65,033
53	Refuse Due to Gen Fund	21,216 \$ (107,395)	\$ 135,006		A \$ 13,200	\$ 82,557	\$ 60,465	\$ 39,250
61	Magistrate Court Trust Fund	\$ 4,025	\$ 6,520			5,316	\$ 5,229	\$ 1,204
72	Firemen's Pension Fund	\$ 215,402	628			800	\$ 215,230	\$ (172)
		\$ 5,069,169	\$ 1,534,449		\$ 116,325	\$ 1,484,045	\$ 5,119,573	\$ 50,404
				A	Utilities transfers to Gen Fund			
				B	Grant receivables at 6/30/10 total \$51,804.66. Adj balance \$12,427.58			
				C	Timing difference. Bond payments are due July 1 and January 1, and revenues are received primarily in Dec-Jan and May-Jun.			
				D	Interest income on savings balance.			

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CITY OF WILLCOX
REVENUES & EXPENDITURES COMPARED TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2010

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED/ UNEXPENDED	PCNT
<u>TAXES</u>					
10-31-10000 CITY SALES TAX-2%	124,819.23	363,545.79	1,463,443.00	1,099,897.21	24.8
10-31-30000 PRIMARY TAX LEVY	175.18	2,589.26	68,917.00	66,327.74	3.8
10-31-40000 LAW AGENCY TAX	46.05	323.18	250.00	(73.18)	129.3
10-31-50000 ROOM OCCUPANCY TAX	10,788.91	32,516.53	130,000.00	97,483.47	25.0
TOTAL TAXES	135,829.37	398,974.76	1,662,610.00	1,263,635.24	24.0
<u>LICENSES & PERMITS</u>					
10-32-10000 ELECTRICAL SERVICE FRANCHISE	.00	41,795.18	310,500.00	268,704.82	13.5
10-32-20000 CABLE TV FRANCHISE	.00	.00	5,200.00	5,200.00	.0
10-32-30000 LIQUOR LICENSE	.00	150.00	2,000.00	1,850.00	7.5
10-32-50000 DOG LICENSE	55.00	55.00	100.00	45.00	55.0
10-32-60000 BUILDING PERMIT	4,761.31	7,773.07	40,000.00	32,226.93	19.4
10-32-80000 BUSINESS LICENSE	140.00	362.00	5,000.00	4,638.00	7.2
TOTAL LICENSES & PERMITS	4,956.31	50,135.25	362,800.00	312,664.75	13.8
<u>INTERGOVERNMENTAL</u>					
10-33-10000 STATE SALES TAX	22,210.47	45,638.61	275,000.00	229,361.39	16.6
10-33-20000 AUTO LIEU TAX	15,407.28	30,398.60	175,000.00	144,601.40	17.4
10-33-30000 STATE REVENUE SHARING	31,511.48	94,534.52	376,184.00	281,649.48	25.1
TOTAL INTERGOVERNMENTAL	69,129.23	170,571.73	826,184.00	655,612.27	20.7
<u>APPROPRIATIONS</u>					
10-37-50000 FUND BALANCE APPROPRIATIONS	90,003.56	90,003.56	897,335.86	807,332.30	10.0
TOTAL APPROPRIATIONS	90,003.56	90,003.56	897,335.86	807,332.30	10.0
<u>NON-OPERATING</u>					
10-38-75200 CHARGES FROM GAS	12,100.00	36,300.00	145,200.00	108,900.00	25.0
10-38-75300 CHARGES FROM WATER	15,125.00	45,375.00	181,500.00	136,125.00	25.0
10-38-75400 CHARGES FROM SEWER	7,150.00	21,450.00	85,800.00	64,350.00	25.0
10-38-75500 TRANSFERS FROM OTHER SOURCES	4,400.00	13,200.00	52,800.00	39,600.00	25.0
TOTAL NON-OPERATING	38,775.00	116,325.00	465,300.00	348,975.00	25.0

CITY OF WILLCOX
 REVENUES & EXPENDITURES COMPARED TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2010

		GENERAL FUND			UNEARNED/ UNEXPENDED	PCNT
		PERIOD ACTUAL	YTD ACTUAL	BUDGET		
<u>OTHER</u>						
10-39-20100	COURT FINES	845.41	1,778.53	.00 (1,778.53)	.0
10-39-20200	LIBRARY FINES, FORFEITS	583.17	1,512.11	5,000.00	3,487.89	30.2
10-39-30000	CEMETERY	417.47	2,210.22	20,000.00	17,789.78	11.1
10-39-40500	QUAIL PARK REVENUE	.00 (150.00)	.00	150.00	.0
10-39-54000	RECYCLING REVENUE	.00	.00	1,000.00	1,000.00	.0
10-39-60200	COMMUNITY CENTER RENT	10.00	706.22	3,500.00	2,793.78	20.2
10-39-60300	RENT FROM STOUT CIDER MILL	.00	.00	2,000.00	2,000.00	.0
10-39-90100	INTEREST INCOME	623.63	2,994.86	10,000.00	7,005.14	30.0
10-39-90200	SWIMMING POOL	127.00	4,266.92	13,000.00	8,733.08	32.8
10-39-90300	HUMANE IMPOUND FEES	.00	610.50	1,000.00	389.50	61.1
10-39-90600	RAILROAD VIDEO REVENUE	(1.70)	32.60	.00 (32.60)	.0
10-39-90700	SEIZURE REVENUE	.00	.00	1,000.00	1,000.00	.0
10-39-90800	PUBLIC RECORDS REQUEST REVENUE	46.50	201.00	600.00	399.00	33.5
10-39-90900	MARRIAGE LICENSE REVENUE	4.50	18.00	300.00	282.00	6.0
10-39-91700	COUNTY HUMANE CONTRIBUTION	.00	.00	26,042.14	26,042.14	.0
10-39-93000	COURT FINES-POLICE RESTITUTION	24.20	87.60	1,000.00	912.40	8.8
10-39-99900	MISCELLANEOUS RECEIPTS	344.48	846.29	30,000.00	29,153.71	2.8
	TOTAL OTHER	3,024.66	15,114.85	114,442.14	99,327.29	13.2
	TOTAL FUND REVENUE	341,718.13	841,125.15	4,328,672.00	3,487,546.85	19.4

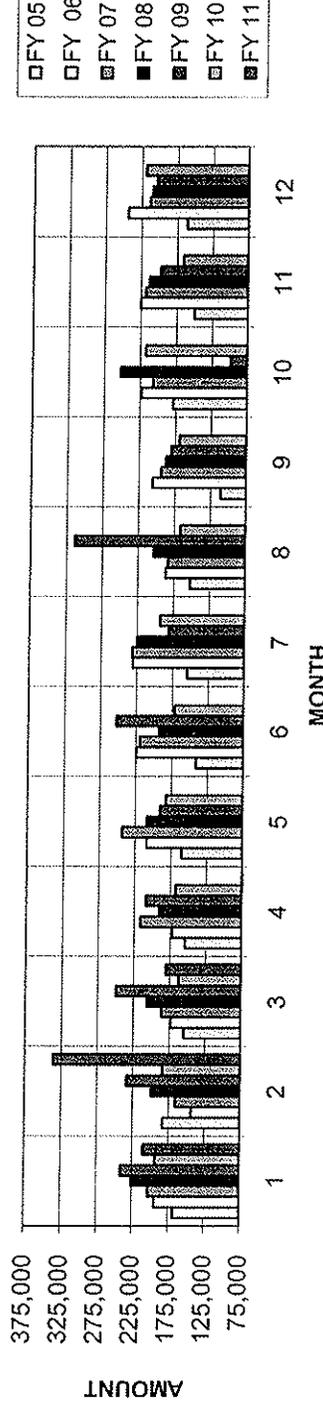
FY 2010-2011 REVENUE ANALYSIS CITY SALES TAX

Note - Generally 3 or 4 Distributions per month.

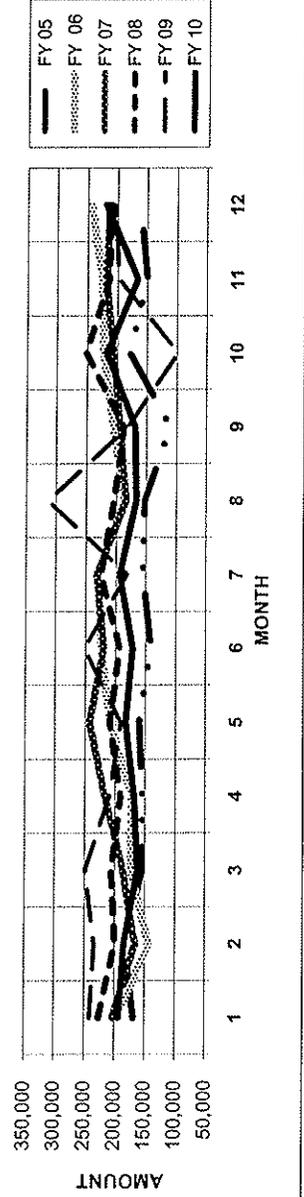
	JUL 1	AUG 2	SEP 3	OCT 4	NOV 5	DEC 6	JAN 7	FEB 8	MAR 9	APR 10	MAY 11	JUN 12	TOTAL
FY 05	168,013	183,504	154,754	154,469	160,110	141,338	154,907	152,582	110,850	178,844	150,068	161,654	\$ 1,871,093
% ACTUAL	9%	19%	27%	35%	44%	51%	60%	68%	74%	83%	91%	100%	100%
FY 06	193,896	143,339	173,142	171,901	208,794	224,179	230,275	186,889	205,698	222,916	225,015	243,549	\$ 2,429,593
% ACTUAL	8%	14%	21%	28%	37%	46%	55%	63%	72%	81%	90%	100%	100%
FY 07	202,743	165,765	186,262	216,547	242,925	219,633	231,558	183,483	194,169	206,918	218,263	213,479	\$ 2,481,745
% ACTUAL	8%	15%	22%	31%	41%	50%	59%	66%	74%	83%	91%	100%	100%
FY 08	226,135	199,426	206,086	190,555	209,137	193,394	224,737	203,483	188,181	252,298	213,351	209,987	\$ 2,516,769
% ACTUAL	9%	17%	25%	33%	41%	49%	58%	66%	73%	83%	92%	100%	100%
FY 09	241,222	233,929	249,889	209,366	191,160	252,520	181,257	313,856	180,737	98,680	198,186	203,912	\$ 2,554,713
% ACTUAL	9%	19%	28%	37%	44%	54%	61%	73%	80%	84%	92%	100%	100%
FY 10	193,688	184,506	162,446	168,042	182,805	171,565	193,292	166,484	169,312	217,453	166,070	219,163	\$ 2,194,826
% ACTUAL	9%	17%	25%	32%	41%	48%	57%	65%	73%	82%	90%	100%	100%
FY 11	210,485	336,293	180,741	45,017									\$ 772,536
% BUDGET	9%	25%	33%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%

Budget Note:	YTD Actual Rec'd:
General Fund 10-31-10000	
\$ 1,463,443	\$ 493,349
Bed Tax	
\$ 130,000	\$ 32,512
HURF/Streets 15-39-71100	
\$ 731,722	\$ 246,675
	\$ 2,325,165
Shortage	\$ 1,552,629

CITY SALES TAX



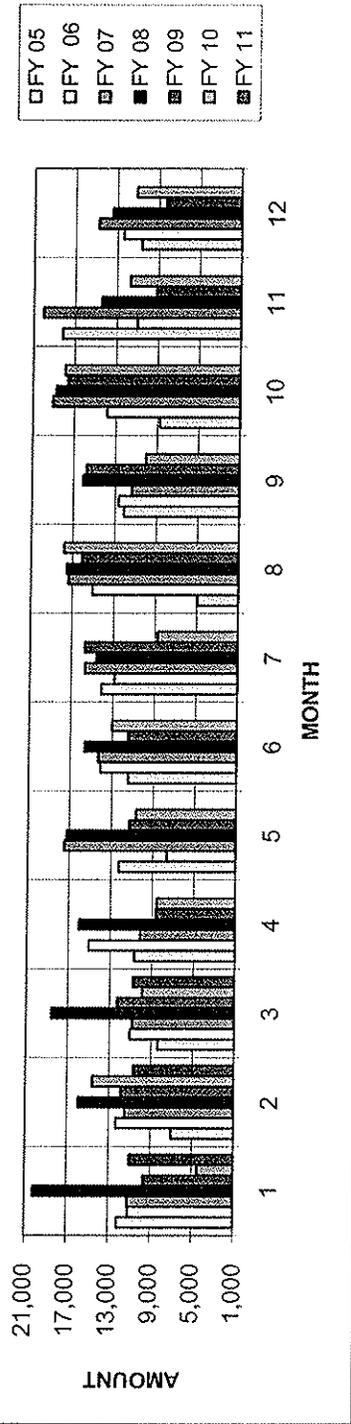
CITY SALES TAX



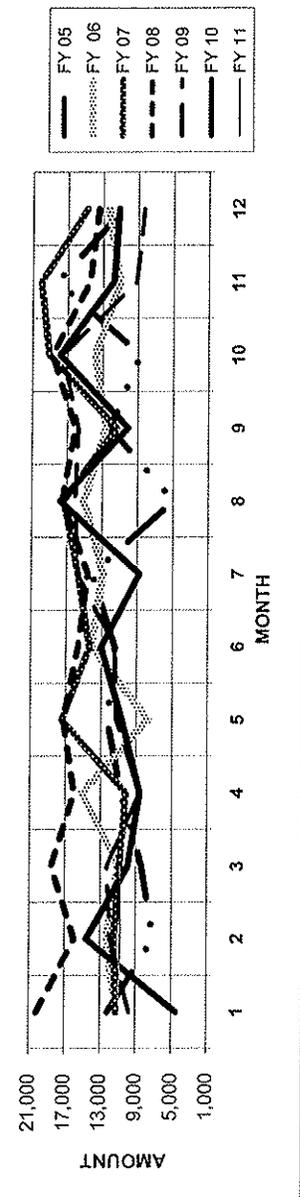
**FY 2009-2010 REVENUE ANALYSIS
CITY BED TAX; PAYMENTS TO CHAMBER
Revenues Transferred from City Sales Tax**

	JUL 1	AUG 2	SEP 3	OCT 4	NOV 5	DEC 6	JAN 7	FEB 8	MAR 9	APR 10	MAY 11	JUN 12	TOTAL
FY 05	12,165	7,051	8,349	10,715	12,250	11,454	14,096	4,955	12,137	8,743	18,213	10,681	\$ 130,819
% ACTUAL	9%	15%	21%	29%	39%	47%	58%	62%	71%	78%	92%	100%	
FY 06	11,100	12,322	11,027	15,052	7,657	14,101	12,841	15,045	12,645	13,815	11,027	12,361	\$ 148,993
% ACTUAL	7%	16%	23%	33%	38%	48%	56%	67%	75%	84%	92%	100%	
FY 07	11,166	11,478	10,843	10,155	17,439	14,325	15,687	17,366	11,416	19,078	20,041	14,797	\$ 173,791
% ACTUAL	6%	13%	19%	25%	35%	43%	52%	62%	69%	80%	91%	100%	
FY 08	20,203	15,944	18,582	15,992	17,284	15,631	14,566	17,548	16,085	18,736	14,465	13,473	\$ 198,509
% ACTUAL	10%	18%	28%	36%	44%	52%	60%	68%	76%	86%	93%	100%	
FY 09	9,689	11,880	12,277	8,649	11,276	11,461	15,711	16,068	15,738	17,607	9,205	8,326	\$ 147,887
% ACTUAL	7%	15%	23%	29%	36%	44%	55%	66%	76%	88%	94%	100%	
FY 10	4,466	14,583	9,902	8,575	10,635	13,022	8,747	17,806	10,074	17,880	11,768	11,171	\$ 138,628
% ACTUAL	3%	14%	21%	27%	35%	44%	50%	63%	71%	83%	92%	100%	
FY 11	11,022	10,706	10,789										\$ 32,517
% BUDGET	8%	17%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	\$ 130,000

CITY BED TAX



CITY BED TAX

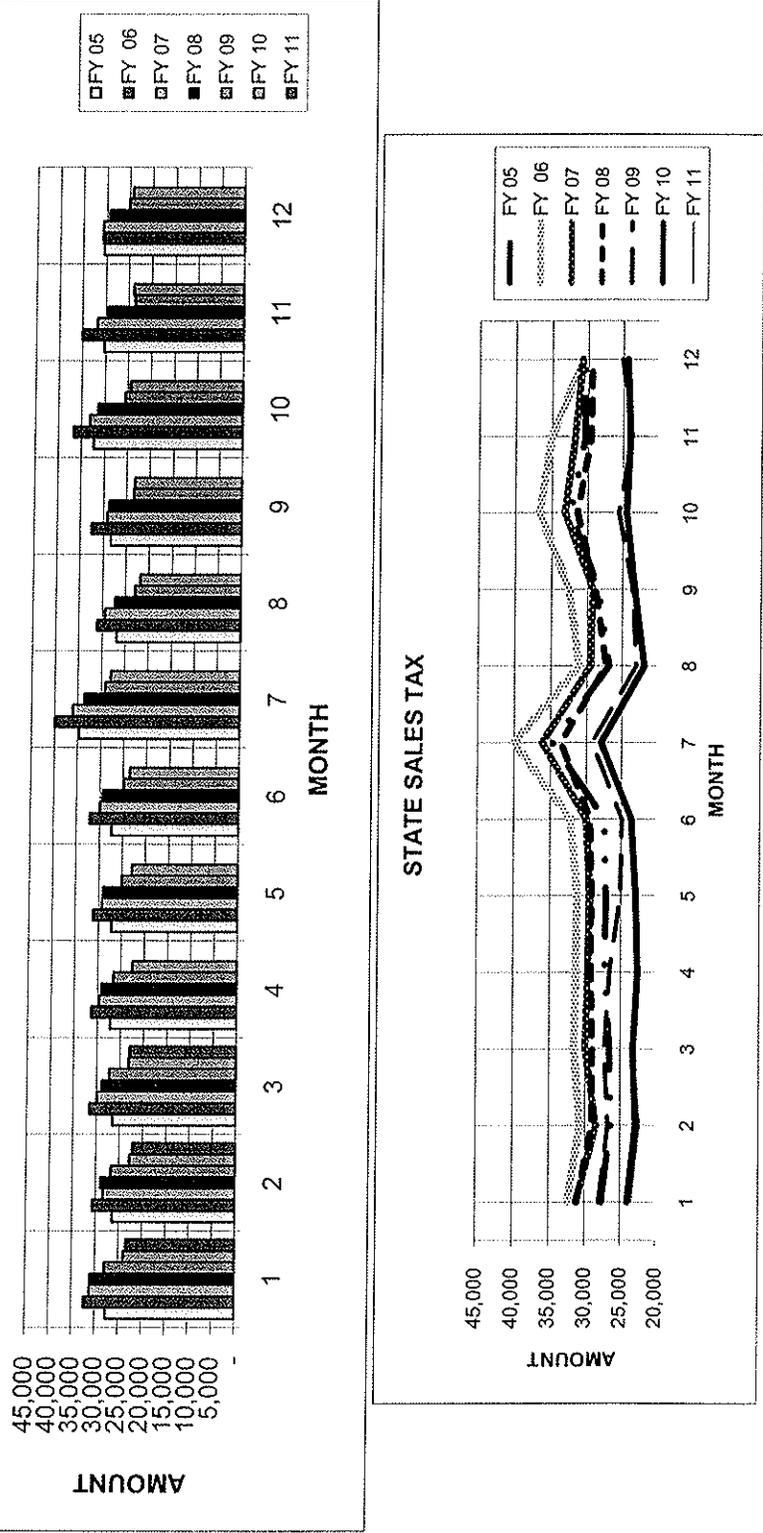


FY 2010-2011 REVENUE ANALYSIS STATE SALES TAX

Note - Distributions typically come once a month towards the end of the month.

	JUL 1	AUG 2	SEP 3	OCT 4	NOV 5	DEC 6	JAN 7	FEB 8	MAR 9	APR 10	MAY 11	JUN 12	TOTAL
FY 05	27,693	26,390	26,593	27,279	27,184	27,433	34,751	26,860	28,397	32,393	30,348	30,504	\$ 345,826
% ACTUAL	8%	16%	23%	31%	39%	47%	57%	65%	73%	82%	91%	100%	
FY 06	32,388	30,690	31,542	31,350	31,166	32,191	40,003	31,111	32,555	36,686	35,027	30,774	\$ 395,483
% ACTUAL	8%	16%	24%	32%	40%	48%	58%	66%	74%	83%	92%	100%	
FY 07	31,182	28,424	29,996	29,684	29,375	29,975	36,173	29,458	29,245	33,226	31,784	30,739	\$ 369,260
% ACTUAL	8%	16%	24%	30%	40%	48%	58%	66%	74%	83%	92%	100%	
FY 08	31,097	29,016	28,979	29,250	29,146	29,427	33,605	27,291	28,822	31,448	29,517	29,449	\$ 357,047
% ACTUAL	9%	17%	25%	33%	41%	50%	59%	67%	75%	83%	92%	100%	
FY 09	28,051	26,785	27,318	26,625	25,125	24,920	29,239	22,996	23,558	25,585	23,725	25,175	\$ 309,103
% ACTUAL	9%	18%	27%	35%	43%	51%	61%	68%	76%	84%	92%	100%	
FY 10	23,993	22,834	23,218	22,617	22,922	23,601	27,948	21,866	23,280	24,476	23,968	24,379	\$ 285,102
% ACTUAL	8%	16%	25%	33%	41%	49%	59%	66%	74%	83%	91%	100%	
FY 11	23,428	22,210	23,026										\$ 68,664
% BUDGET	9%	17%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	\$ 275,000

STATE SALES TAX

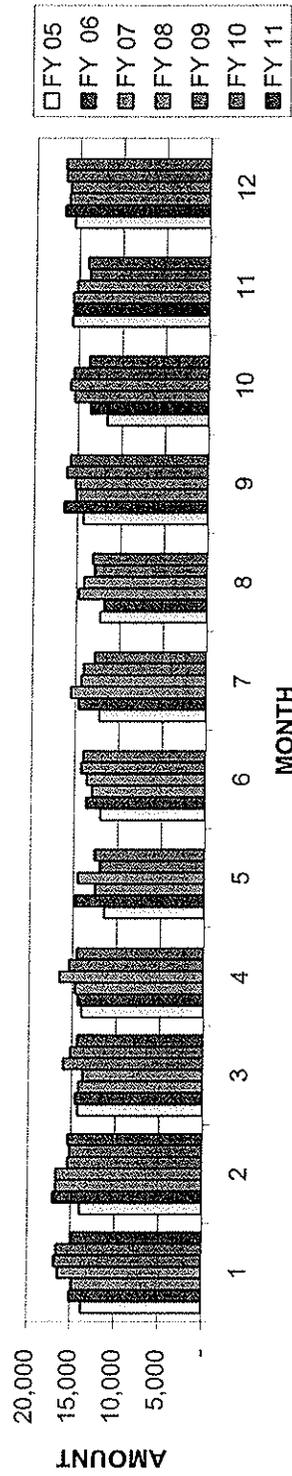


FY 2010-2011 REVENUE ANALYSIS VEHICLE LICENSE TAX

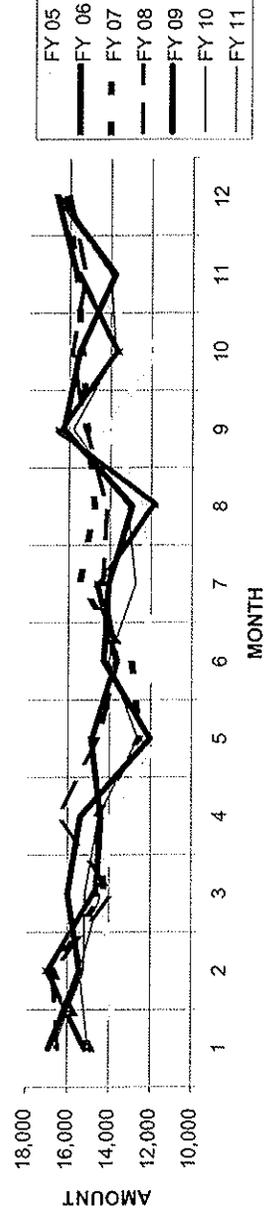
Note - Typically two separate distributions throughout the month.

	JUL 1	AUG 2	SEP 3	OCT 4	NOV 5	DEC 6	JAN 7	FEB 8	MAR 9	APR 10	MAY 11	JUN 12	TOTAL
FY 05	13,757	13,989	14,282	13,965	11,452	11,993	12,276	12,264	14,310	11,657	15,741	15,549	\$ 161,236
% ACTUAL	9%	17%	26%	35%	42%	49%	57%	64%	73%	81%	90%	100%	
FY 06	15,087	17,060	14,658	14,397	14,897	13,665	14,648	11,808	16,512	13,581	15,632	16,689	\$ 178,634
% ACTUAL	8%	18%	26%	34%	43%	50%	58%	65%	74%	82%	91%	100%	
FY 07	14,774	16,745	14,210	14,687	12,502	12,961	15,497	14,739	15,135	15,394	15,656	16,198	\$ 178,497
% ACTUAL	8%	18%	26%	34%	41%	48%	57%	65%	74%	82%	91%	100%	
FY 08	16,448	16,733	13,784	16,510	14,531	13,593	14,337	14,133	15,207	15,876	15,212	16,019	\$ 182,382
% ACTUAL	9%	18%	26%	35%	43%	50%	58%	66%	74%	83%	91%	100%	
FY 09	16,907	15,406	15,995	15,396	12,027	14,275	14,056	12,925	16,259	15,523	13,789	16,589	\$ 179,147
% ACTUAL	9%	18%	27%	36%	42%	50%	58%	65%	74%	83%	91%	100%	
FY 10	16,646	15,202	15,167	14,518	12,616	14,042	12,761	13,141	15,803	13,771	14,002	16,626	\$ 174,295
% ACTUAL	10%	18%	27%	35%	43%	51%	58%	65%	75%	82%	90%	100%	
FY 11	14,991	15,407	14,403										\$ 44,802
% BUDGET	9%	17%	26%	26%	26%	26%	26%	26%	26%	26%	26%	26%	\$ 175,000

VEHICLE LICENSE TAX



VEHICLE LICENSE TAX



8

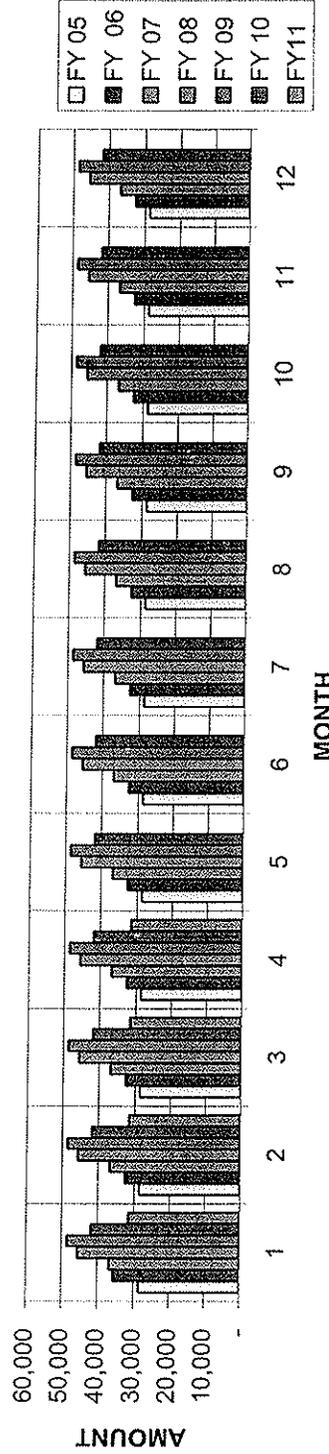
FY 2009-2010 REVENUE ANALYSIS

URBAN REVENUE SHARING

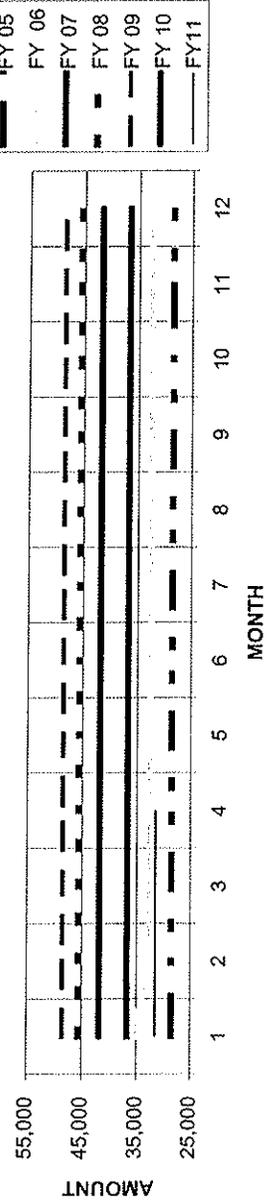
Notes - There is typically only one distribution per month.

	JUL 1	AUG 2	SEP 3	OCT 4	NOV 5	DEC 6	JAN 7	FEB 8	MAR 9	APR 10	MAY 11	JUN 12	TOTAL
FY 05	28,603	28,603	28,621	28,603	28,602	28,603	28,603	28,589	28,575	28,589	28,589	28,589	\$343,166
% ACTUAL	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	
FY 06	35,558	32,576	32,590	32,569	32,569	32,569	32,569	32,569	32,569	32,569	32,569	32,569	\$393,843
% ACTUAL	9%	17%	26%	34%	42%	50%	59%	67%	75%	83%	92%	100%	
FY 07	36,764	36,780	36,764	36,764	36,758	36,758	36,758	36,756	36,756	36,744	36,742	36,742	\$441,086
% ACTUAL	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	
FY 08	45,562	45,578	45,562	45,562	45,562	45,562	45,562	45,562	45,562	45,552	45,557	45,557	\$546,736
% ACTUAL	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	
FY 09	48,492	48,508	48,492	48,492	48,492	48,492	48,492	48,492	48,492	48,492	48,492	48,492	\$581,918
% ACTUAL	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	
FY 10	41,798	41,798	41,798	41,800	41,800	41,800	41,800	41,800	41,800	41,800	41,800	41,800	\$501,594
% ACTUAL	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	
FY 11	31,511	31,511	31,511	31,511	34%	34%	34%	34%	34%	34%	34%	34%	\$126,045
BUDGET	8%	17%	25%	34%	34%	34%	34%	34%	34%	34%	34%	34%	\$376,184

URBAN REVENUE SHARING



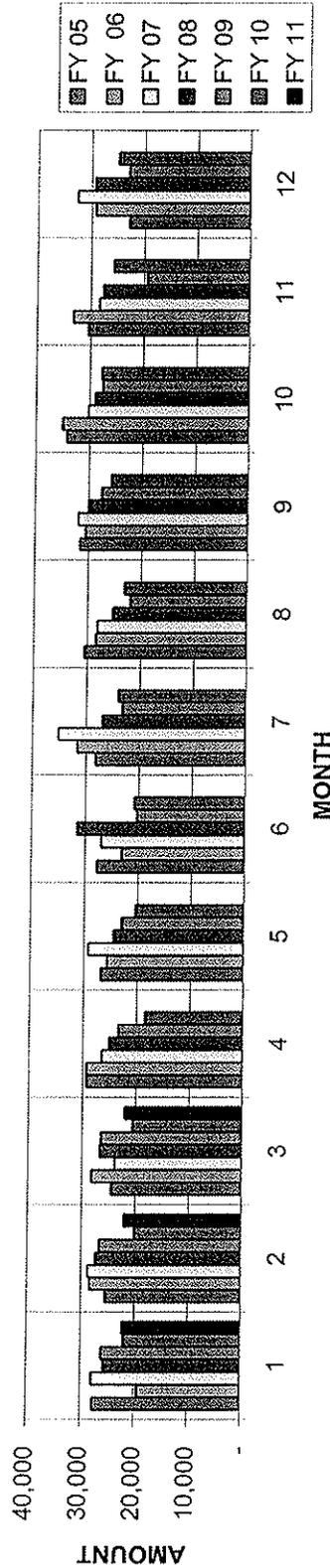
URBAN REVENUE SHARING



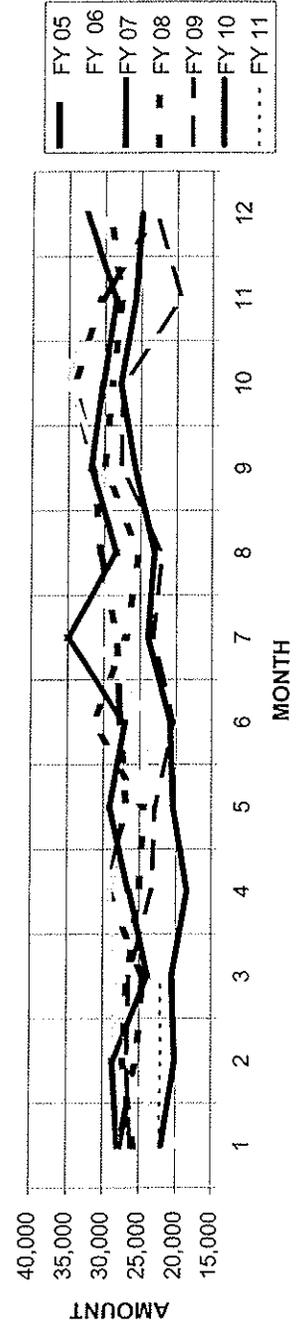
**REVENUE ANALYSIS
HIGHWAY URBAN REVENUE FUND (HURF)
Note - Typically one distribution per month.**

	JUL 1	AUG 2	SEP 3	OCT 4	NOV 5	DEC 6	JAN 7	FEB 8	MAR 9	APR 10	MAY 11	JUN 12	TOTAL
FY 05	27,726	25,457	24,546	29,251	26,828	27,721	28,178	30,528	31,542	34,298	30,449	22,900	\$ 339,423
% ACTUAL	8%	16%	23%	32%	39%	48%	56%	65%	74%	84%	93%	100%	
FY 06	19,403	28,390	28,222	29,275	25,692	23,144	31,626	28,399	30,565	35,072	33,283	29,216	\$ 342,267
% ACTUAL	6%	14%	22%	31%	38%	45%	54%	63%	71%	82%	91%	100%	
FY 07	27,893	28,705	23,836	26,445	29,186	26,961	35,162	28,158	31,952	30,232	28,374	32,597	\$ 349,501
% ACTUAL	8%	16%	23%	31%	39%	47%	57%	65%	74%	83%	91%	100%	
FY 08	25,709	27,314	26,668	25,084	24,451	31,483	26,939	25,240	29,987	28,913	27,671	29,321	\$ 328,781
% ACTUAL	8%	16%	24%	32%	39%	49%	57%	65%	74%	83%	91%	100%	
FY 09	26,153	26,701	26,455	23,360	22,955	20,301	23,264	22,015	27,617	27,512	19,391	22,978	\$ 288,703
% ACTUAL	9%	18%	27%	36%	44%	51%	59%	66%	76%	85%	92%	100%	
FY 10	22,004	20,135	20,601	18,462	20,393	20,855	23,958	23,102	25,787	27,761	25,751	24,943	\$ 273,754
% ACTUAL	8%	15%	23%	30%	37%	45%	53%	62%	71%	81%	91%	100%	
FY 11	22,289	22,096	22,119										\$66,504
% BUDGET	8%	16%	23%	23%	23%	23%	23%	23%	23%	23%	23%	23%	\$283,036

HURF



HURF



CITY OF WILLCOX
 FINANCIAL SUMMARY BY FUND
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2010

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT
<u>REVENUE</u>				
TAXES	1,662,610	135,829	398,975	24.0
LICENSES & PERMITS	362,800	4,956	50,135	13.8
INTERGOVERNMENTAL	826,184	69,129	170,572	20.7
APPROPRIATIONS	897,336	0	0	.0
NON-OPERATING	465,300	38,775	116,325	25.0
OTHER	114,442	3,025	15,115	13.2
TOTAL FUND REVENUE	4,328,672	251,715	751,122	17.4
<u>EXPENDITURES</u>				
ADMINISTRATION	392,966	29,552	77,140	19.6
MAYOR & COUNCIL	31,357	2,013	10,576	33.7
COMMUNITY PROGRAMS	155,660	15,321	21,127	13.6
PUBLIC SAFETY ADMIN	307,409	29,597	73,478	23.9
COMMUNICATIONS	277,746	18,467	50,457	18.2
HUMANE	90,573	7,674	18,176	20.1
PATROL	607,928	45,264	133,404	21.9
INVESTIGATIONS	162,669	12,084	34,257	21.1
FIRE DEPARTMENT	133,703	2,792	10,034	7.5
K-9 PATROL	23,754	3,514	3,976	16.7
FINANCE	317,789	20,638	67,407	21.2
LEGAL & COURTS	197,586	8,324	24,971	12.6
LIBRARY	281,961	20,820	53,712	19.1
SWIMMING POOL	149,661	13,503	46,489	31.1
PUBLIC WORKS ADMIN	185,006	12,089	34,465	18.6
WILLCOX MUNICIPAL AIRP	20,000	0	0	.0
CEMETERY	67,158	3,041	9,092	13.5
VEHICLE MAINTENANCE	103,834	7,405	22,090	21.3
BUILDINGS AND GROUND	200,963	11,310	25,655	12.8
DEVELOPMENT SERVICE	162,496	8,109	22,749	14.0
PARKS AND RECREATION	458,453	40,179	101,874	22.2
TOTAL FUND EXPENDITURE	4,328,672	311,695	841,125	19.4
NET REVENUE OVER EXP	0	59,980 -	90,004 -	.0

CITY OF WILLCOX
 FINANCIAL SUMMARY BY FUND
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2010

HIGHWAY USERS FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT
<u>REVENUE</u>				
INTERGOVERNMENTAL	283,036	22,096	44,385	15.7
TRANSFERS/FINANCING	131,224	0	0	.0
OTHER	736,722	62,493	182,172	24.7
TOTAL FUND REVENUE	1,150,982	84,589	226,557	19.7
<u>EXPENDITURES</u>				
PERSONNEL	330,031	19,561	57,857	17.5
OPERATING EXPENSES	418,088	24,862	47,679	11.4
TRANSFERS/FINANCING	377,863	0	0	.0
CAPITAL OUTLAY	25,000	0	208	.8
TOTAL FUND EXPENDITURE	1,150,982	44,424	105,744	9.2
NET REVENUE OVER EXP	0	40,165	120,813	.0

CITY OF WILLCOX
 FINANCIAL SUMMARY BY FUND
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2010

SPECIAL REVENUE GRANTS

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT
<u>REVENUE</u>				
GRANT REVENUE	2,007,784	66,984	18,052	.9
NON-OPERATING	88,266	0	0	.0
TOTAL FUND REVENUE	<u>2,096,050</u>	<u>66,984</u>	<u>18,052</u>	<u>.9</u>
<u>EXPENDITURES</u>				
RESERVE FUND	2,096,050	12,555	23,324	1.1
TOTAL FUND EXPENDITURE	<u>2,096,050</u>	<u>12,555</u>	<u>23,324</u>	<u>1.1</u>
NET REVENUE OVER EXP	<u>0</u>	<u>54,429</u>	<u>5,272 - (98327.1)</u>	

CITY OF WILLCOX
 FINANCIAL SUMMARY BY FUND
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2010

SPECIAL REVENUE FUNDS

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT
<u>REVENUE</u>				
CONTRIBUTIONS	153,651	503	2,149	1.4
TRANSFERS/FINANCING	97,745	0	0	.0
CONTRIBUTIONS	0	51	155	.0
TOTAL FUND REVENUE	251,396	554	2,304	.9
<u>EXPENDITURES</u>				
EXPENDITURES	251,396	1,875	5,598	2.2
TOTAL FUND EXPENDITURE	251,396	1,875	5,598	2.2
NET REVENUE OVER EXP	0	1,321 -	3,294 -	.0

CITY OF WILLCOX
 FINANCIAL SUMMARY BY FUND
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2010

DEBT SERVICE FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT
<u>REVENUE</u>				
TAXES	156,639	409	6,266	4.0
NON-OPERATING	6,000	0	0	.0
TOTAL FUND REVENUE	<u>162,639</u>	<u>409</u>	<u>6,266</u>	<u>3.9</u>
<u>EXPENDITURES</u>				
DEBT SERVICE	162,639	467	130,551	80.3
TOTAL FUND EXPENDITURE	<u>162,639</u>	<u>467</u>	<u>130,551</u>	<u>80.3</u>
NET REVENUE OVER EXP	<u>0</u>	<u>58 -</u>	<u>124,285 -</u>	<u>.0</u>

CITY OF WILLCOX
 FINANCIAL SUMMARY BY FUND
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2010

CAPITAL IMPROVEMENTS

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT
<u>REVENUE</u>				
RESERVE PROJECTS	90,000	0	0	.0
REVENUE	117,149	12	31	.0
TOTAL FUND REVENUE	207,149	12	31	.0
<u>EXPENDITURES</u>				
EXPENSES	207,149	2,663	8,446	4.1
TOTAL FUND EXPENDITUI	207,149	2,663	8,446	4.1
NET REVENUE OVER EXP	0	2,651 -	8,414 -	.0

CITY OF WILLCOX
 FINANCIAL SUMMARY BY FUND
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2010

GAS FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT
<u>REVENUE</u>				
OPERATING	1,142,000	33,530	112,173	9.8
OTHER	30,000	3,717	4,665	15.6
FINANCING	3,000,000	0	0	.0
APPROPRIATIONS	67,579	0	0	.0
TOTAL FUND REVENUE	4,239,579	37,247	116,839	2.8
<u>EXPENDITURES</u>				
COST OF GOODS SOLD	650,000	14,042	25,392	3.9
PERSONNEL	151,453	11,117	32,836	21.7
OPERATING EXPENSES	197,426	17,088	43,244	21.9
TRANSFERS	145,200	12,100	36,300	25.0
CAPITAL OUTLAY	3,095,500	142	1,365	.0
TOTAL FUND EXPENDITUI	4,239,579	54,489	139,137	3.3
NET REVENUE OVER EXP	0	17,242 -	22,298 -	.0

CITY OF WILLCOX
 FINANCIAL SUMMARY BY FUND
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2010

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT
<u>REVENUE</u>				
OPERATING	780,000	55,402	202,949	26.0
OTHER	5,000	305	1,464	29.3
FINANCING	2,125,116	0	0	.0
APPROPRIATIONS	116,561	0	0	.0
TOTAL FUND REVENUE	3,026,677	55,706	204,413	6.8
<u>EXPENDITURES</u>				
PERSONNEL	190,456	14,513	41,424	21.8
OPERATING EXPENSES	187,732	23,866	39,066	20.8
TRANSFERS/FINANCING	246,873	15,125	45,375	18.4
CAPITAL OUTLAY	2,401,616	704	704	.0
TOTAL FUND EXPENDITURE	3,026,677	54,208	126,568	4.2
NET REVENUE OVER EXP	0	1,498	77,844	217,587.5

CITY OF WILLCOX
 FINANCIAL SUMMARY BY FUND
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2010

SEWER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT
<u>REVENUE</u>				
OPERATING	700,000	65,741	182,438	26.1
OTHER	1,000	125	599	59.9
FINANCING	15,000,000	0	0	.0
TOTAL FUND REVENUE	<u>15,701,000</u>	<u>65,865</u>	<u>183,037</u>	<u>1.2</u>
<u>EXPENDITURES</u>				
PERSONNEL	179,952	14,128	39,690	22.1
OPERATING EXPENSES	345,376	27,449	56,864	16.5
TRANSFERS/FINANCING	165,172	7,150	21,450	13.0
CAPITAL OUTLAY	15,010,500	0	0	.0
TOTAL FUND EXPENDITURE	<u>15,701,000</u>	<u>48,728</u>	<u>118,004</u>	<u>.8</u>
NET REVENUE OVER EXP	<u>0</u>	<u>17,138</u>	<u>65,033</u>	<u>.0</u>

CITY OF WILLCOX
 FINANCIAL SUMMARY BY FUND
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2010

REFUSE FUND

	<u>BUDGET</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>PCNT</u>
<u>REVENUE</u>				
OPERATING	575,000	43,545	135,006	23.5
TOTAL FUND REVENUE	575,000	43,545	135,006	23.5
<u>EXPENDITURES</u>				
REFUSE COLLECTION	575,000	46,557	95,757	16.7
TOTAL FUND EXPENDITURE	575,000	46,557	95,757	16.7
NET REVENUE OVER EXP	0	3,012 -	39,250	.0

CITY OF WILLCOX
 FINANCIAL SUMMARY BY FUND
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2010

MAGISTRATE COURT

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT
<u>REVENUE</u>				
REVENUES	35,000	1,604	6,520	18.6
TOTAL FUND REVENUE	35,000	1,604	6,520	18.6
<u>EXPENDITURES</u>				
EXPENSES	35,000	2,767	5,316	15.2
TOTAL FUND EXPENDITURE	35,000	2,767	5,316	15.2
NET REVENUE OVER EXP	0	1,162 -	1,204	.0

CITY OF WILLCOX
 FINANCIAL SUMMARY BY FUND
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2010

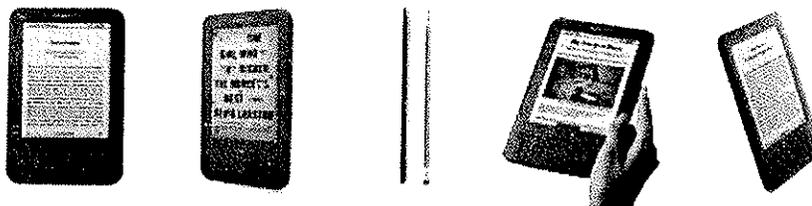
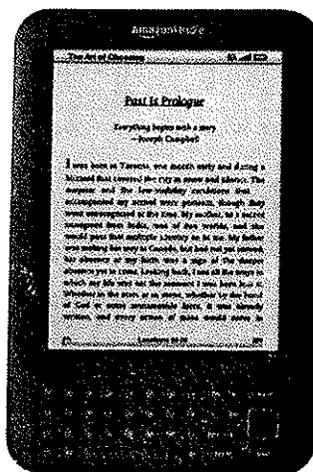
FIREMEN PENSION FUND

	<u>BUDGET</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>PCNT</u>
<u>REVENUE</u>				
INTERGOVERNMENTAL	6,400	32	97	1.5
OTHER	600	132	531	88.5
TOTAL FUND REVENUE	7,000	164	628	9.0
<u>EXPENDITURES</u>				
PENSION TRUST FUND	7,000	200	800	11.4
TOTAL FUND EXPENDITURE	7,000	200	800	11.4
NET REVENUE OVER EXP	0	36 -	172 -	.0

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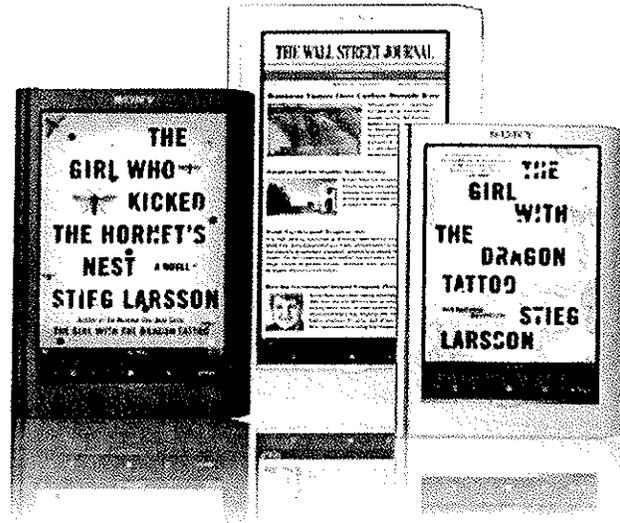
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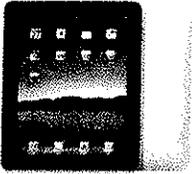


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A design that's thin, light, and brilliant.

iPad has a 9.7-inch, high-resolution LED-backlit IPS display and incredible Multi-Touch capability. Yet it's thin and light enough to take anywhere.



Thousands of apps made just for iPad. With more coming every day.

Right now you can discover over a thousand apps on the App Store made just for iPad — with more coming every day. And if that's not enough, you can also run almost 200,000 iPhone apps.¹

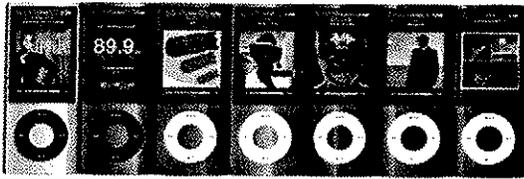


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Ipod Nano (8 GB)

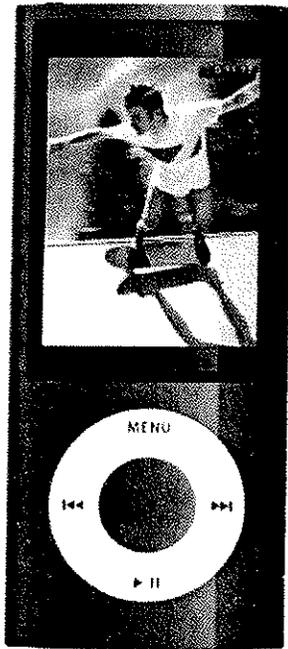
Product Features and Technical Details

Capacity: 8 GB | Color: Blue

Product Features

- 8 GB capacity for 2,000 songs, 7,000 photos, or 8 hours of video
- Up to 24 hours of music playback or 5 hours of video playback when fully charged
- 2.2-inch color TFT display with 240 x 376 pixel resolution
- Supports AAC, Protected AAC, MP3, MP3 VBR, Audible, Apple Lossless, AIFF, and WAV audio formats
- H.264 and MPEG-4 video formats; JPEG, BMP, GIF, TIFF, PSD (Mac only), and PNG image formats

iPod nano now has a built-in video camera that lets you spontaneously shoot video wherever you are. And that's just the beginning. It has a dramatic, polished anodized aluminum finish and a larger screen. The new Genius Mixes feature acts as your personal DJ, automatically searching your iTunes library, then making mixes you'll love. Take iPod nano anywhere and the new Pedometer counts your steps. Also making its debut: a built-in FM radio with two amazing features--iTunes Tagging and Live Pause. So the world's most popular music player now has more to play with.



The world's most popular music player now has more to play with.

nano Shoots Video

Video a-Go-Go

iPod nano now has a built-in video camera that lets you record fun as it happens. Then share it with friends on the Internet. It's the video camera that's small enough to take with you everywhere.

Video Recording--a Whole New Way to nano

A quick scroll through the menu takes you to the video camera. Then you're ready to record video in portrait or landscape--perfect for emailing or posting on Facebook or MobileMe. A built-in mic lets you capture audio, too. And when you play back your video on iPod nano, you'll hear the recorded audio with it. All of which means your indispensable music player is now your indispensable video camera.

Special Effects Department Included

Fifteen fun video effects let you add a little Hollywood to your video. Just scroll through, choose the effect you want--such as film grain or motion blur--and start recording. When you're done, sync iPod nano to your computer and iPhoto (or your favorite photo software) opens. Then email your miniblockbuster or post on YouTube or Facebook.

Sync, Share, and Put More You in YouTube

Connect iPod nano to your Mac, and iPhoto opens and syncs all the video you shot on iPod nano to your computer. It's just as easy on a PC when you use your favorite photo software. On a Mac, you can browse and edit your videos in iPhoto, too. The video file sizes are perfect for sharing on YouTube or emailing to friends.

Design Makes Rock More Glam

iPod nano now has a polished anodized aluminum finish in nine electrifying colors. And a larger 2.2-inch color display for your viewing pleasure.

