

**CITY OF WILLCOX
MAYOR AND CITY COUNCIL
AGENDA**

Monday, June 04, 2012

7:00 p.m.

City Council Chambers

300 W. Rex Allen Drive

Willcox, AZ 85643

(Mayor or Designee will read only **BOLD** print of each agenda item,
except for Public Hearings, Petitions and Communications.)

**Resolution No. 2012- 53
Ordinance NS311**

NOTICE TO PARENTS: Valley Telecom Group records all Willcox City Council meetings. These recordings may be played and replayed on Valley Telecom Cable Channel 1. If you permit your child to participate in the Council Meeting, a recording will be made of your child's participation. If your child is seated in the audience, he or she may be recorded. If you desire, you may request that your child be seated in a designated area to avoid recording. To do so, please submit your request to the City Clerk prior to the meeting. (A.R.S. §1-602.A)

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE TO THE FLAG

4. CALL TO THE PUBLIC

Mayor and Council consider comments or complaints from the public. Those wishing to address the Council are required to register by completing an individual speaker's form and filing it with the Clerk before the meeting. The speaker must be recognized by the Mayor before speaking. Time permitting each presentation will be given approximately three (3) minutes. It is probable that each organization will be limited to one speaker. Action taken as a result of public comment will be limited to directing staff to study or reschedule the matter for further consideration at a later date.

5. DECLARATION ON CONFLICT OF INTEREST

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

6. ADOPTION OF THE AGENDA

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

7. DISCUSSION/DECISION REGARDING TO APPOINT A MAYOR TO A TWO (2) YEAR TERM

Consideration, discussion and/or decision to appoint a Mayor to a 2-year term.

Tab 1

8. DISCUSSION/DECISION REGARDING TO APPOINT A VICE MAYOR TO A TWO (2) YEAR TERM

Consideration, discussion and/or decision regarding to appoint a Vice Mayor to a 2-year term.

5-Minute recess to change Council members seating.

**9. PRESENTATION BY WILLCOX HISTORIC THEATER PRESERVATION INC., REGARDING THE
RE-OPENING OF THE REX ALLEN THEATER**

Consideration, discussion regarding the presentation made by the Willcox Historic Preservation Inc., regarding the re-opening of Rex Allen Theater.

Tab 2

10. **DISCUSSION/DECISION REGARDING THE WILLCOX ELKS LODGE REQUEST FEES BE WAIVED FOR THE ANNUAL 4TH OF JULY SWIM MEET, THURSDAY, JULY 4, 2012 FROM 8:00 A.M. THROUGH 6:00 P.M.** Tab 3
 Consideration, discussion and/or decision regarding the Elk's request fees be waived for the Annual 4th of July Swim Meet, Thursday, July 4, 2012 from 8 am - 6 p.m.
11. **DISCUSSION/DECISION REGARDING THE REQUEST TO ACCEPT A \$100 (AND FUTURE) DONATION TO THE WILLCOX DEPARTMENT OF PUBLIC SAFETY FROM PRIVATE DONOR.** Tab 4
 Consideration, discussion and/or decision regarding the request to accept a \$100 (and future) donation t the Willcox Department of Public Safety from private donor.
12. **DISCUSSION/DECISION REGARDING THE REQUEST TO ACCEPT A \$150 (AND ONGOING) DONATION TO THE WILLCOX DEPARTMENT OF PUBLIC SAFETY FROM PRIVATE DONOR.** Tab 5
 Consideration, discussion and/or decision regarding the request to accept a \$150 (and ongoing) donation t the Willcox Department of Public Safety from private donor.
13. **DISCUSSION/DECISION REGARDING THE ATTENDANCE AND PARTICIPATION AT THE LEAGUE OF OF ARIZONA CITIES AND TOWNS ANNUAL CONFERENCE IN SCOTTSDALE, AZ** Tab 6
 Consideration, discussion and/or decision regarding the Attendance And Participation At The League Of Arizona Cities And Towns Annual Conference In Scottsdale, AZ
14. **DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-46 APPROVING AND ADOPTING THE PARKING LEASE BETWEEN THE CITY OF WILLCOX ["LESSOR"] AND JACOBS COMPANY ["LESSEE"] FOR PARKING AND PASSENGER PICKUP AREA AT QUAIL PARK ON PARCEL #202-43-015B, AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.** Tab 7
 Consideration, discussion and/or decision regarding Resolution NO. 2012- 46 as stated, regarding The Parking Lease Between The City Of Willcox ["Lessor"] and Jacobs Company ["Lessee"] For Parking And Passenger Pickup Area At Quail Park On Parcel #202-43-015B.
15. **DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-47 AUTHORIZING AND APPROVING THE CONTRACT EXTENSION WITH HINTON BURDICK HALL & SPILKER, PPLC ["HINTON BURDICK"] FOR AUDIT SERVICES FOR FY2011-2012 ANNUAL AUDITED FINANCIAL STATEMENTS AND SINGLE AUDIT [IF REQUIRED] AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST** Tab 8
 Consideration, discussion and/or decision regarding Resolution NO. 2012-47, as stated, regarding Hilton Burdick, PLLC Fiscal 2011-12 Annual Audit Contract
16. **DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-48 APPROVING AND ADOPTING THE LEASE AGREEMENT RENEWAL BETWEEN THE CITY OF WILLCOX ["CITY"] AND ARIZONA DEPARTMENT OF PUBLIC SAFETY ["ADPS"] CONTRACT NO. 98-206 FOR PARCEL OF LAND AT 1101 N. CIRCLE I ROAD AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND THE LEASE RENEWAL AND DECLARING AN EMERGENCY TO EXIST.** Tab 9
 Consideration, discussion and/or decision regarding Resolution NO. 2012-48, as stated, regarding the Arizona Department Of Public Safety Fiscal Year 2012-13 Lease Agreement Renewal.
17. **DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-49 FOR THE PURPOSE OF APPROVING THE APPOINTMENT OF PATRICK MCCOURT AND THE CITY MANAGER SERVICES AGREEMENT WITH AMENDED VACATION BENEFITS AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION, THE AGREEMENT AND DECLARING AN EMERGENCY TO EXIST.** Tab 10
 Consideration, discussion and/or decision regarding Resolution NO. 2012-49, as stated, regarding The City Manager Services Agreement With Amended Vacation Benefits.
18. **DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-50 APPROVING AND AUTHORIZING COMMUNITY CENTER PHASE III IMPROVEMENTS, AUTHORIZING CITY STAFF TO PROCEED WITH THE PROPOSED PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST** Tab 11

Consideration, discussion and/or decision regarding Resolution NO. 2012-50, as stated, regarding The Community Center Phase Iii Improvements.

19. DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-51 APPROVING THE EXPENDITURE OF \$3,866.37 FOR THE COST OF A 4" PE LINE TO SERVE CURRENT AND FUTURE SERVICE AND EXTENSIONS, AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST Tab 12
Consideration, discussion and/or decision regarding Resolution NO. 2012- 51, as stated, regarding The Expenditure Of \$3,866.37 For The Cost Of A 4" Pe Line To Serve Current And Future Service And Extensions.

20. DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012- 52 DESIGNATING AUTHORIZED SIGNATORIES FOR THE CITY OF WILLCOX FINANCIAL ACCOUNTS, PROPERTIES, AFFAIRS, BOOKS AND CORPORATE RECORDS OF THE CITY AND DECLARING AN EMERGENCY TO EXIST Tab 13
Consideration, discussion and/or decision regarding Resolution NO. 2012-52, as stated, regarding the Designating Authorized Signatories for the City of Willcox Financial Accounts.

21. REPORTS BY THE CITY MANAGER PAT MCCOURT
Consideration, discussion, and/or decision regarding the following topics by the City Manager:

- **Report on Collection of Donations for the 4th of July Fireworks**-The Willcox Department of Public Safety is accepting donations towards the 4th of July Fireworks!
- **Report Swimming Pool** – Opened for business on Sunday May 27, 2012

22. COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS.

23. DISCUSSION/DECISION ENTER INTO AN EXECUTIVE SESSION PURSUANT TO ARIZONA REVISED STATUTES §38-431.03A(3) DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR ATTORNEYS OF THE PUBLIC BODY Tab 14
Consideration, discussion and/or decision to enter into an Executive Session pursuant to ARS §38-431.03A (3), as stated, relating to consultation for legal advice with the attorney(s) of the public body.

24. RECESS TO EXECUTIVE SESSION, IF APPROVED

25. RECONVENE FROM EXECUTIVE SESSION

26. DISCUSSION/DECISION/DIRECTION TO STAFF REGARDING MATTERS DISCUSSED IN EXECUTIVE SESSION
Consideration, discussion, decision and/or direction to staff regarding matters discussed in Executive Session and/or consultation for legal advice from City Attorney.

27. ADJOURN

NOTE: Documentation (if any) for items listed on the Agenda is available for public inspection, a minimum of 24 hours prior to the Council Meeting, at any time during regular business hours in the Office of the City Clerk, 101 S. Railroad Avenue, Suite B, or the Elsie S. Hogan Community Library during regular business hours Monday-Saturday and on the City's website www.cityofwillcox.org .
NOTE: People with disabilities may request reasonable accommodations. Requests must be made 48 hours prior to the meeting by contacting City Hall at 384-4271 during regular business hours 8:00 a.m. to 4:30 p.m., Monday through Friday.

Nomination Procedure for New Council Offices: (change title for Committees)

TAB 1

1. Mayor or Vice Mayor or senior tenure calls for nominations.

MAYOR - "Nominations are now in order for the office of MAYOR." Nominations **DO NOT** require a second.

2. COUNCILMAN: "I nominate _____ for MAYOR."

3. MAYOR - "_____ is nominated. Are there other nominations?"
P A U S E! Repeat #2 and #3 as many times as necessary. "If not, the motion to close nominations is in order."

4. If the Mayor recognizes a member and that member moves "that nominations close" (and it is seconded) before ample opportunity has been given for nominations from the Council, the MAYOR should ignore this premature motion by simply asking, "Are there further nominations?" instead of stating the motion "to close nominations". If and when there are no further nominations the MAYOR may then put the motion "to close nominations" to a vote without waiting for it to be moved a second time.

5. The motion "to close nominations" is **NOT** in order until the Council is apparently ready to close nominations.

6. If there are two or more nominees for the office, the motion to close nominations requires a two-thirds vote. (This motion must be seconded.)

7. MAYOR - "The 'Ayes' have it by unanimous vote. Nominations are closed." (If any one votes in the negative) "The 'No's' have it and the motion to close nominations is lost. Are there any further nominations?" (Presumably the opponents of this motion will make one or more additional nominations.)

8. **VOTE** - shall be by show of hands. In case of a tie vote, show of hands again, etc.

9. MAYOR - "_____ is declared elected to the office of MAYOR.

10. "CONGRATULATIONS newly elected MAYOR _____."
(Change seating if necessary.)

New Mayor - The next business is nominations are now in order for the office of VICE MAYOR."

11. REPEAT the procedure used for VICE MAYOR.

12. "CONGRATULATIONS newly elected VICE MAYOR _____."
(Change seating if necessary, usually done at the next meeting.)

**CITY OF WILLCOX
Request for Council Action**

Agenda Item: 10
Tab Number: 3
Date: 06-01-2012

Date Submitted:
05/23/2012
Date Requested:
07/04/2012

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject:
Willcox Elks 2131 is requesting the fees to be waived for a swim meet at the Willcox Pool on July 4, 2012 from 8:30 am until 1:00 pm.

To: Honorable Mayor and City Council

From: Dave Bonner, Director of Public Services and Works

Discussion: The Willcox Elks 2131 is requesting the fees to be waived for a swim meet at the Willcox pool on July 4, 2012 from 8:30 am until 1:00 pm. The cost associated with this event will be \$328.50. The breakdown is as follows: 4 1/2 hours at an hourly rate of \$25.00 is \$112.50. Six lifeguards at \$8.00 an hour for 4 1/2 hours is \$216.00 for a total of \$328.50

Recommendation: Staff recommends that the Mayor and Council consider a waiver for this event.

Fiscal Impact: \$328.50

Prepared By: Kate Schwartz
Kate Schwartz, Public Services and Works

Approved By: Dave Bonner
Dave Bonner, Public Services and Works Director

Approved By: Pat McCourt
Pat McCourt, City Manager

CITY OF WILLCOX
Request for Council Action

Agenda Item: 11 .
Tab Number: 21
Date: 06-04-2012

Date Submitted:
May 29, 2012
Date Requested:
June 4, 2012

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject:
Request to accept a
\$100.00 (and future)
donation to the Willcox
Department of Public
Safety from private
donor

To: Honorable Mayor and City Council
From: Chief Jake Weaver

Discussion: The Willcox Department of Public Safety has received a \$100.00 donation from Mary Kay Cerovich for the Willcox Animal Shelter. Ms. Cerovich made a previous donation of \$50.00 in January 2012 and it is believed future donations may exist.

Recommendation: To accept this \$100 donation and all future donations from Ms. Cerovich to be used as needed by the Willcox Animal Shelter.

Motion:

Fiscal Impact: ~~\$100.00~~

Prepared By: Penney L. Bell, Administrative Assistant

~~_____~~
Jake Weaver, Chief / Director

Pat McCourt, City Manager

CITY OF WILLCOX
Request for Council Action

Agenda Item: 12 .
Tab Number: 5
Date: 06-14-2012

Date Submitted:
May 23, 2012
Date Requested:
June 4, 2012

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject:
Request to accept a
\$150.00 (and ongoing)
donation to the Willcox
Department of Public
Safety from private
donor

To: Honorable Mayor and City Council
From: Chief Jake Weaver

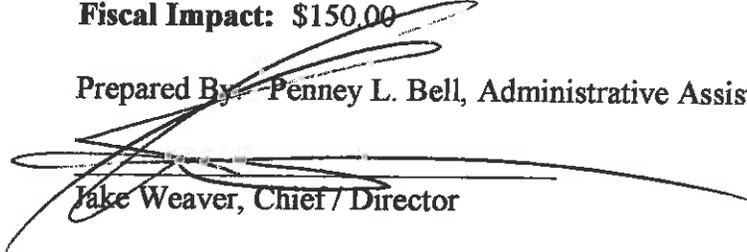
Discussion: The Willcox Department of Public Safety has received a \$150.00 donation from Perrey Magee of Willcox along with a letter requesting our acceptance of any/all future donations from Mr. Magee for the Willcox Animal Shelter.

Recommendation: To accept this \$150 donation and all future donations from Mr. Magee to be used as needed by the Willcox Animal Shelter.

Motion:

Fiscal Impact: \$150.00

Prepared By: Penney L. Bell, Administrative Assistant


Jake Weaver, Chief / Director

Pat McCourt, City Manager

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 13
Tab Number: 6
Date: 06-04-2012

Date Submitted: 05-24-2012
Date Requested: 06-04-2012

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

Subject: Discussion/Decision regarding attendance and participation at the League of Arizona Cities & Towns Annual Conference in Scottsdale, AZ
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TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: The 2012 League of Arizona Cities and Town Annual Conference begin on August 28 to August 31, 2012 in Scottsdale, AZ. The questions to be answered are: first, relative to who may be able to attend the League Conference. I believe this Conference provides the Council an excellent opportunity to receive training from experts in the area of City goverance. I also believe the Conference provides the Council members an opportunity to talk with other elected officials from various communities throughout the State and see what types of concerns and solutions they have found to better govern their communities. If you do plan to attend I strongly urge you to notify the City Clerk quickly as rooms at the Conference center normally fill up very quickly.

Second, there is a Parade of Cities, during which each community has a representative carry in the City flag. The flags are then displayed throughout the Conference. Mayor Lindsey has carried the Willcox City flag in the last couple of years. Does the Council wish to designate a representative?

Third, the participation in the Showcase of Cities and Towns program during the conference needs to be decided. The Showcase of Cities and Towns is where individual communities can rent space in the display area and "showcase" their community: the City of Willcox has participated in the past. The cost of a booth space without electricity is \$195.00; the cost with Electricity is \$260.00. The City has had one booth space in the past with electricity. Representative from the City of Willcox usually volunteer to staff the space on the night of the Showcase of Cities. Materials have been donated for distribution.

Fourth, the City of Willcox has a seat on the Resolutions Committee. The Mayor normally fills this position. Mayor Lindsey has filled this seat in the past couple of years; it may be any elected member from the Council, does the Council wish to designate a representative.

Fifth, voting rights at the Business meeting during the Conference on behalf of the City of Willcox should be designated to a representative. The City receives the right to have one (1) vote. Mayor Lindsey has carried this vote in the past for the City, does the Council wish to designate a member to carry the vote.

RECOMMENDATION: Individual Council members should check on their ability to schedule attendance and if available notify the City Clerk immediately.

The Council should decide if they wish to participate in the Parade of Flags and indicate who will be the Council representative to carry the flag.

Council should direct staff to reserve the space if Council wishes to participate in the Showcase of Cities and Towns

If the Mayor does not or cannot participate on the Resolutions Committee, the Council may wish to appoint a member to represent the City.

If the Mayor does not or cannot participate in the Business meeting, the Council may wish to appoint a member to vote on behalf of the City.

FISCAL IMPACT: The Costs for registration, meals and travel varies, based on number of Council members who are able to attend. Registration fee is a flat fee for the Conference. The cost for the Showcase of Cities and Towns is a cost for the space with or without electricity. There is no cost for the Parade of Flags or the Resolution Committee, or the Business meeting. The cost for these charges is against the Mayor & Council's travel Budget in the General Fund. If other Staff attends the cost of their travel is charged to their Department Budget.

Prepared by: Pat McCourt

Approved by:



Patrick McCourt, City Manager

2012 LEAGUE ANNUAL CONFERENCE

75 YEARS: BUILDING ON THE PAST, PREPARING FOR THE FUTURE

Hyatt Regency Scottsdale at Gainey Ranch | Scottsdale, AZ | August 28-31



WELCOME AGENDA LODGING GENERAL INFORMATION RATES & REGISTRATION

RATES & REGISTRATION

General Conference Registration:

\$290 Early City Town Elected Official or Employee - Before July 20

\$340 Early Other- Before July 20

\$310 City/Town Elected Official or Employee - After July 20

\$390 Other - After July 20

Conference registration includes access to all sessions, events and meal functions.

Register

SPOUSE/GUEST PROGRAM

\$25 Spouse/Guest Name Badge Only: This option allows attendance to conference sessions, the Welcome Reception and the Showcase of Cities. For other meal tickets see spouse/guest extra.

Spouse/Guest Extra: (*Note: This option is only open to guests of municipal employees. The basic spouse/guest package (\$25) is required for purchase of lunch or dinner tickets.)

\$25 Thursday Morning Spouse Tour

\$35 Thursday General Luncheon*

\$65 Thursday Dinner and Entertainment*

\$130 Spouse/Guest Full Package (includes all onsite events, all meals and the spouse/guest mobile workshop to Taliesin West)

GOLF TOURNAMENT

\$105 Golf Tournament

Register

MOBILE WORKSHOPS

\$25 Tour of Scottsdale's Water Campus

\$25 Tour of Taliesin West

\$25 Tour of Taser International

Register

SHOWCASE OF CITIES/PARADE OF FLAGS

\$195 Showcase of Cities & Towns Booth - Without Electricity

\$260 Showcase of Cities & Towns Booth - With Electricity

\$0 Parade of Flags

Register

Booth Workers Hotel Info: +



Conference Cancellation:

Advance registrants unable to attend the conference are eligible to receive a partial refund of your registration fee by sending a written request no later than August 6, 2012 to the League office. If a written cancellation request is received before August 6, 2012, a \$25 processing fee will be charged regardless of the reason for cancellation (including medical emergencies).

Registrants who are unable to attend the conference may appoint a substitute. **There will be no refunds for any cancellation after August 6, 2012.** Cancellations may be mailed, faxed (602-253-3874) or emailed (league@azleague.org) to the League office. Cancellations will not be accepted by telephone.

If you have any questions regarding the League Conference registration process, please call Sandy Morari or Christine Smith-Humphrey at 602-258-5786.



Questions? Call 602-258-5786
For a printable document, [click here](#).

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item 14
Tab Number 7
Date 06/04/2012

Date Submitted:
May 29, 2012
Date Requested:
June 4, 2012

Resolution
 Ordinance
 Formal
 Other

Subject: Lease of City property for park and pickup area for **Jacobs** employees

TO: MAYOR AND COUNCIL

FROM: Jeff Stoddard, Supervisor of Development Services

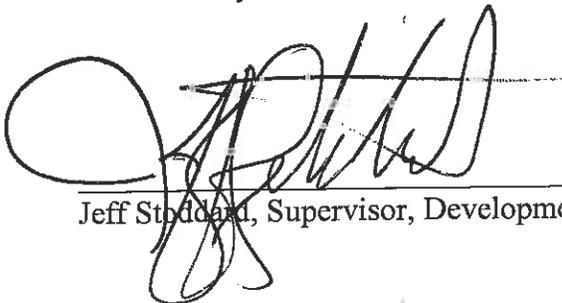
DISCUSSION: The City of Willcox owns parcel #202-43-015B, Quail Park. **Jacobs Field Services** (Larry Johnston) has asked the City of Willcox if they could rent/lease area of Quail Park for a park and pickup area for there employees (see attachment A & B). The parking area is fifty thousand (50,000) square feet of flat land (see attachment A & B). The City will be laying out railroad ties as parking blocks so to designate parking alignment. **Jacobs Field Services** (Larry Johnston) has agreed on a monthly lease agreement for up to eighteen (18) months with a possibility of extension. The agreement states that the parking area located in Quail Park (see attachment A & B) will cost one thousand dollars (\$1000.00) per month. Please see attachment An Agreement to Lease City land from the City of Willcox, Lease #2012-1.

RECOMMENDATION: It is the recommendation of this department to approve this rental agreement between the **Jacobs Field Services** (Larry Johnston) and the City of Willcox.

FISCAL IMPACT: The rental amount of this parking area in Quail Park would be one thousand dollars (\$1000.00) a month for up to eighteen months bring a possible total of eighteen thousand dollars (\$18,000.00) to the General Fund.

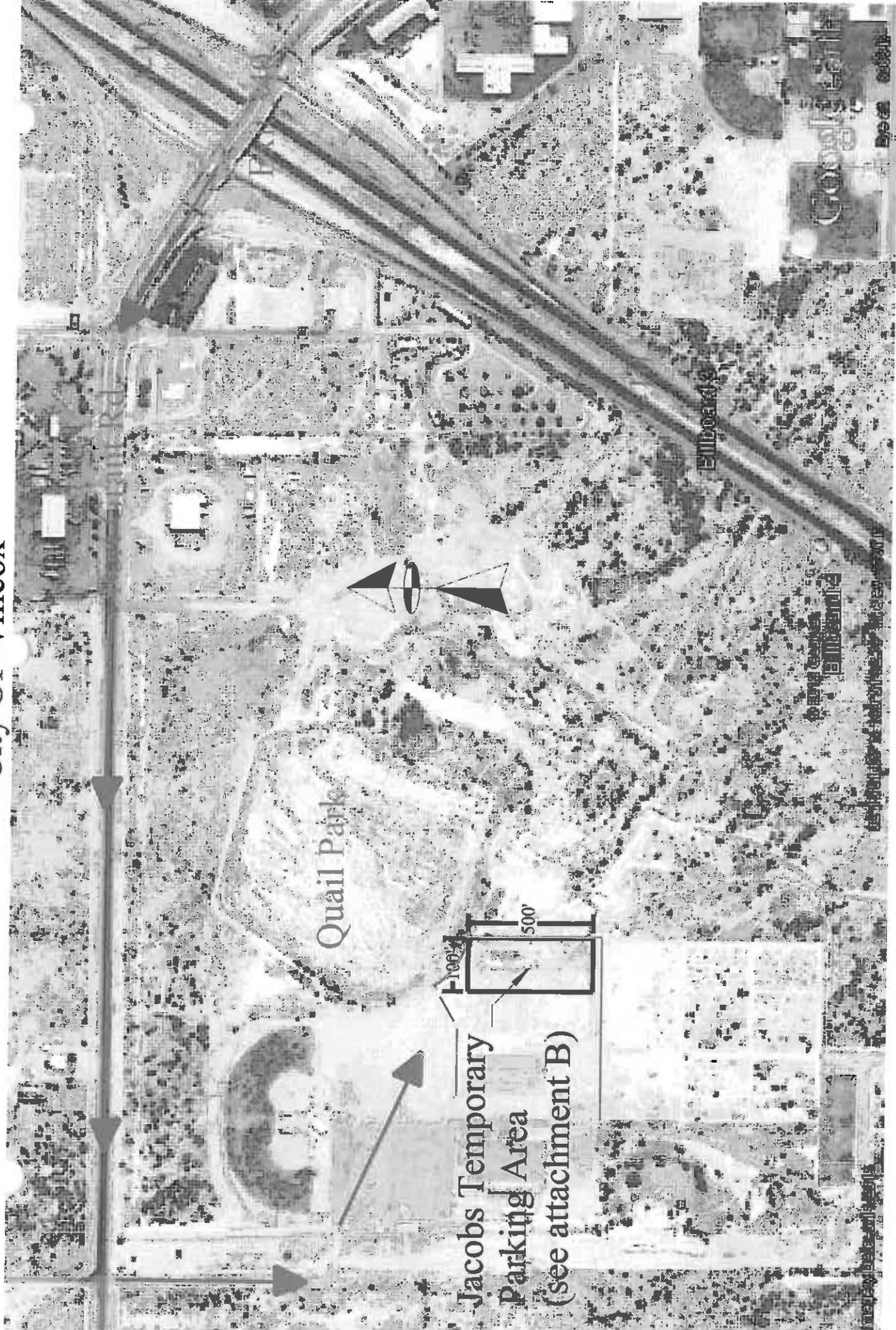
Submitted by:

Approved by:



Jeff Stoddard, Supervisor, Development Services

Pat McCourt, City Manager

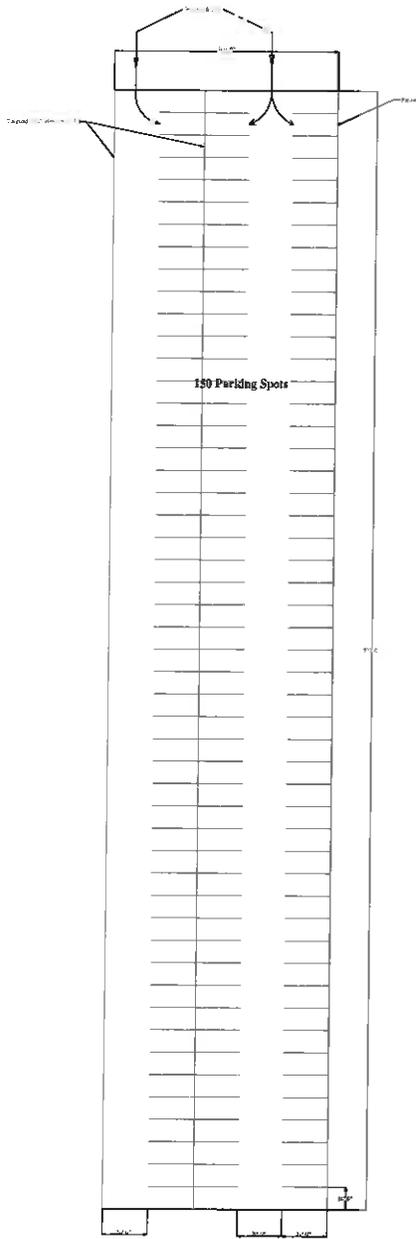


Quail Park

Jacobs Temporary
Parking Area
(see attachment B)



- Existing Fence
- Parking Area



B

**CITY OF WILLCOX, COCHISE COUNTY, ARIZONA
RESOLUTION NO: 2012-46**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA APPROVING AND ADOPTING THE PARKING LEASE BETWEEN THE CITY OF WILLCOX [“LESSOR”] AND JACOBS COMPANY [“LESSEE”] FOR PARKING AND PASSENGER PICKUP AREA AT QUAIL PARK ON PARCEL #202-43-015B, AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

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

WHEREAS, the LESSOR is authorized pursuant to A.R.S. § 9-241(A) to lease property necessary or proper to carry out the purposes of the corporation, within or without its limits; and

WHEREAS, LESSOR and LESSEE desire to enter into a Lease for specific space to place a **Parking and Passenger Pickup Area** on Parcel #202-43-015B at Quail Park under an eighteen (18) month Lease beginning on the 15th day of June, 2012, and ending on the 15th day of December, 2013; and

WHEREAS, the Mayor and Council has determined that it is in the best interest of the City and its citizens to authorize and approve the Lease as presented; and

WHEREAS, Mayor and Council desire to have this item presented to the Willcox City Council at the next Council Meeting on June 4th, 2012; 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 Lease, and that this Resolution be effective immediately upon its passage and adoption.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Willcox, Cochise County, Arizona, that the City hereby formally authorizes and approves the Lease with LESSEE on Parcel #202-43-015B as stated above and authorizes the Mayor to execute this Resolution.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Willcox, Cochise County, Arizona this _____ day of June, 2012

APPROVED/EXECUTED

MAYOR,

ATTEST:

APPROVED AS TO FORM:

City Clerk, Virginia A. Mefford (or)
City Clerk, Cristina Garcia Whelan, CMC

City Attorney, Hector M. Figueroa, Esq.

RESOLUTION NO: 2012-46

An Agreement to Lease City land from the City of Willcox

Lease #2012-1

DEFINITIONS:

“Premises”: a defined area of land within the LESSOR’S Property upon which the LESSEE is given permission to erect and maintain a Billboard and its structure.

“Property”: a piece of land owned by the LESSOR upon which a smaller Premise is being defined for **Parking and Passenger Pickup Area.**

LEASE CONTRACT

This lease, made this 15th day of June, 2012 by and between the **CITY OF WILLCOX**, a municipal corporation, (hereinafter **“LESSOR”**) and **Jacobs Field Services** (hereinafter **“LESSEE”**). The **LESSOR**, for and in consideration of the rent specified to be paid by **LESSEE**, and the covenants and agreements made by the **LESSEE**, hereby leases the following described property: Area located within Quail Park (See Attachments A and B) 801 N. Quail Dr. Willcox, AZ. 85643 Parcel# 202-43-015B

To have and to hold unto said **LESSEE** on the following terms and conditions:

1. TERM: The terms of this lease shall be eighteen (18) months **beginning on the 15th day of June, 2012, and ending on the 15th day of December, 2013**, except as otherwise provided herein.

2. RENTAL: The **LESSOR** shall receive from the **LESSEE** (as compensation for the use of the Parking Area) payments in monthly installments of **One Thousand (\$1000.00) Dollars per month due no later than the third day of each month.** If that day falls on a weekend or legal holiday, the rent is due on the next business day. Payments shall be paid by personal check, money order or cashier’s check only, to City of Willcox at, 101 S. Railroad Avenue, Willcox, Arizona 85643.

Full payment is due to the City on or before the third business day of each month. Any payment received after the third business day of the month is considered delinquent and subject to a late charges of **Two Hundred (\$200.00) Dollars**, until the entire outstanding balance is paid. Failure to receive full payment by the **15th day of a month** which is due and owing will be declared to be a default and reason for immediate termination of this agreement. Any payment received will be applied first to any penalties owed. The City Manager (or designee) is authorized to make payment arrangements if the outstanding balance does not exceed two (2) months owed.

3. RENEWAL OPTION. **LESSEE** shall have the right to renew this Lease for additional term upon the same terms and conditions contained herein except for rental which shall be negotiated and agreed upon no less than thirty (30) days prior to the expiration of the original term. Failure of the parties to agree on a mutually acceptable rental shall result in the renewal option automatically terminating.

4. PURPOSES: Said property shall be used for **Vehicle Parking and as a Passenger Pickup Area** and for no other purpose whatsoever without the written consent of City.

5. BUILDINGS AND IMPROVEMENT: LESSEE may, at Lessee's sole cost and expense, make such changes, alterations or improvements (including the construction of buildings) as may be necessary to fit said premises for such use, and all buildings, fixtures and improvements of every kind or nature whatever installed by LESSEE, shall remain the property of LESSEE, who may remove the same upon the termination of the lease, provided, that such removal shall be done in such a manner as not to injure or damage the property; and provided further that should LESSEE fail to remove said buildings, fixtures or improvements as above provided, City at its option may require LESSEE to remove the same. In the event that said LESSEE shall fail to remove said buildings, fixtures and improvements after receipt to notice from LESSOR, City employees may remove the same and dispose of the same as it sees fit, and LESSEE agrees to sell, assign, transfer and set over to City all of Lessee's right, title and interest in and to said buildings, fixtures, improvements and any personal property not removed by LESSEE, for the sum of one dollar (\$1.00). LESSEE further agrees that should LESSOR remove said buildings, fixtures and improvements as above provided, that Lessee will pay the City upon demand, the cost of such removal, plus the cost of transportation and disposition thereof.

6. TAXES: LESSEE shall pay any taxes and assessments upon personal property, buildings, fixtures and improvements belonging to LESSEE and located upon the property, and all leasehold and possessory interest, taxes levied or assessed by any property taxing authority.

7. REPAIRS AND MAINTENANCE: LESSEE represents that LESSEE has inspected and examined the property and accepts the property in its present conditions and agrees that LESSOR shall not be required to make any improvements or repairs whatsoever in or upon the property or any part thereof; LESSEE agrees to make any and all improvements and repairs at Lessee's sole cost and expense, and agrees to keep said properties safe and in good order and condition at all times during the term hereof, and upon expiration of this lease, or any earlier termination thereof, the LESSEE will quit and surrender possession of said premise as quietly and peaceably and in good order and condition as the same was at the commencement of this lease, reasonable wear, tear and damage by the elements excepted; LESSEE further agrees to lease the property, free from all nuisance and dangerous and defective conditions.

8. ASSIGNMENT AND MORTGAGE: Neither the property nor any portion thereof shall be sublet, nor shall this lease, or any interest therein, be assigned, or mortgaged by LESSEE, and any attempted assignment, subletting, or mortgaging shall be of no force or effect, and shall confer no rights upon any assignee, sub-lessee, mortgagee or pledgee. In the event that LESSEE shall become incompetent, bankrupt, or insolvent, or should a guardian, trustee, or receiver be appointed to administer Lessee's business affairs, neither this lease nor any interest herein shall become an asset of such guardian, trustee or receiver, and in the event of the appointment of any such guardian, trustee, or receiver this lease shall immediately terminate and end.

9. INSURANCE and INDEMNIFICATION: LESSEE shall provide LESSOR written evidence that premiums on such policies are paid and that said policy is in full force and LESSEE shall maintain, at Lessee's sole cost and expense, liability insurance for any and all damages resulting in personal injury or property damage in connection with the Parking Area (Attachment A). All equipment and other property placed on the Property by LESSEE and all other occurrences arising out of Lessee's use of the Property. Such insurance shall name LESSOR as an additional insured/loss payee and shall be in an amount not less than \$ 1,000,000 and shall contain a provision that the policy shall not be

terminated, amended or altered except upon 30 days prior written notice to LESSOR. LESSEE shall provide proof of such insurance no less frequently than annually.

LESSEE shall indemnify and hold LESSOR and all of Lessor's affiliated companies, officers, directors and employees (all of such entities collectively being included in the term "LESSOR" for the purposes of this Paragraph) from and against any and all liability arising out of Lessee's use of, or act or omission in connection with, the Premises. Such indemnification shall included but not be limited to reimbursing LESSOR for all damages, costs, fees (including attorneys' fees), expenses and claims made against LESSOR arising out of Lessee's use of the Premises.

The obligation of LESSEE to indemnify LESSOR and hold LESSOR harmless shall survive the termination of this Lease Agreement.

Failure of the LESSEE to maintain insurance is grounds for termination of this Lease by the LESSOR.

10. DENIAL OF WARRANTY CONCERNING TITLE OR CONDITIONS: The LESSOR makes no specific warranties, expressed or implied, concerning the title or condition of the land, including survey, access, or suitability for any use, including those uses authorized by this lease. The Lessee leases the land subject to any and all valid existing rights, covenants, terms, and conditions affecting the Lessor's title to the land in existence on the effective date of this lease

11. MECHANICS LIENS: Lessee agrees that at least five (5) days before any construction work, labor or materials are done, used or expended by LESSEE or on Lessee's behalf by any person, firm or corporation by any contractor, that LESSEE will post and record, or cause to be posted and recorded as provided by law a notice of non-responsibility on behalf of LESSOR, giving notice that the City of Willcox is not responsible for any work, labor or materials used or expended or to be used or expended on the property.

12. TERMINATION BY CITY: LESSOR may terminate this lease at any time if it should be determined by its City Council that public necessity and convenience requires it to do so, by serving upon LESSEE in the manner herein provided a written notice of its election to so terminate, which notice shall be served at least thirty (30) days prior to the date in said notice for such termination.

13. DEFAULT: In the event that LESSEE shall be in default of any rent or in the performance of any of the terms or conditions herein agreed to be kept and performed by LESSEE, then in that event, LESSOR may terminate and end this lease, forthwith, and City officials may enter upon said premises and remove all persons and property thereon, and LESSEE shall not be entitled to any money paid hereunder or any part thereof; in the event LESSOR shall bring a legal action to enforce any of the terms hereof or to obtain possession of the property by reason of any default of Lessee, or otherwise, LESSEE agrees to pay LESSOR all costs of such action, including attorney's fees.

14. HOLDING OVER: In the event that LESSEE shall hold over and remain in possession of the property with the written consent of the City Council such holding over shall be deemed to be from month to month only, and upon all of the same rents, terms, covenants and conditions as contained herein.

15. NOTICES: Any notices which are required hereunder or which either **LESSOR** or **LESSEE** may desire to service upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed to **LESSEE** at **333 E. Wetmore Road, Suite 600, Tucson, Arizona, 85705** or to **LESSOR** addressed to City at **101 S. Railroad Ave, Suite B., Willcox, AZ. 85643.**

16. WAIVER: Waiver by **LESSOR** of any default in performance by **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. CITY MAY ENTER: **LESSEE** agrees that **LESSOR**, its agents or employees, may enter upon the property at any time during the term or any extension hereof for the purposes of inspection, digging test holes, making surveys, taking measurements, and doing similar work necessary for the preparation of plans for the construction of buildings or improvements on said premises, with the understanding that said work will be performed in such a manner as to cause minimal interference with the use of the property by **LESSEE**.

18. SUCCESSORS IN INTEREST: All of the terms, covenants and conditions contained herein shall continue, and bind all successors in interest of **LESSEE** herein.

19. COMPLIANCE WITH LAWS: **LESSEE** agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the property or the use thereof.

20. CANCELLATION FOR CONFLICT OF INTEREST. This **CONTRACT** may be cancelled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

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

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

22. 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.

23. MISCELLANEOUS PROVISIONS

- a) The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
- b) No modification, amendment, addition to or termination of Agreement, nor waiver of any of its provisions, shall be valid or enforceable unless in writing and signed by all of the parties, except as herein otherwise provided.
- c) Agreement shall be binding on the parties, their distributees, legal representatives, successors and permitted assigns. Agreement is personal to each of the parties, and neither party may assign nor delegate any of its rights or obligations hereunder without first obtaining the written consent of the other party.
- d) Any and all notices required or permitted to be given under Agreement will be sufficient if furnished in writing, sent by registered mail to the address listed in this Agreement.
- e) In any action or proceeding brought by any party under this Agreement, the prevailing party shall be entitled to recover from the other party attorneys' fees, investigating costs, and other legal expenses and court costs incurred by such prevailing party in such action or proceeding as the court may find to be reasonable.
- f) The Agreement shall be interpreted, construed, and governed according to the laws of the State of Arizona with controlling jurisdiction in the Cochise County Superior Court.
- g) In the event that any one or more of the provisions contained in Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
- h) The paragraph or section headings contained in the Agreement are for convenience only and shall in no manner be construed as a part of Agreement.
- i) The Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter of the scope of work contained herein.
- j) Each party (which is a signatory) to the Agreement has full authority to enter into this Agreement.

24. 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).

25. NOTICE INFORMATION.

Changes in the respective contact person, contact address, or other contact information to which such notices may be directed may be made from time to time by either party by written notice to the other party in accordance with the provisions of this section.

IN WITNESS WHEREOF, the CITY OF WILLCOX, COCHISE COUNTY, ARIZONA has formally approved this LEASE AGREEMENT and has authorized its execution pursuant to Resolution No. 2012- 46.

LANDLORD - CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

By: _____
Its: Mayor
Printed Name of Landlord Signatory:

Date
Signed

Address: 101 S. Railroad Avenue
Suite B
Willcox, AZ 85643
Tel No: (520) 384-4271
SS or Tax ID No: 866000270

ATTEST:

APPROVED AS TO FORM:

City Clerk, Cristina Garcia Whelan, CMC

City Attorney, Hector M. Figueroa

IN WITNESS WHEREOF, _____ has formally approved this LEASE AGREEMENT and has authorized its execution.

(Larry Johnston, Jacobs Project Manager)

Date

CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION

Agenda Item 15
Tab Number 8
Date: 6/4/2012

<u>Date Submitted:</u>	<u>Action:</u>	<u>Subject:</u>
May 30, 2012	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal	HINTON BURDICK, PLLC, FISCAL YEAR 2011-12 ANNUAL AUDIT CONTRACT

TO: MAYOR AND COUNCIL
FROM: Finance Director Ruth Graham

DISCUSSION:

The firm of Hinton, Burdick, Hall & Spilker, PLLC, CPAs and Advisors, has been the City's auditor since 2004. In 2008 the City of Willcox went out for bid for audit services for the City's annual financial audits; Hinton Burdick was the low bidder. We have an option to extend the contract for the FY12 audit on that bid. For the FY13 audit, we will go out to bid for audit services.

The attached Engagement Letter is a proposed Contract from Hinton Burdick outlining the services to be provided and the fees for such services for the City's FY11-12 annual audit(s). As shown on page 5 of Hinton Burdick's letter, the annual audit fee for is \$18,750 for the basic audit. That is an increase of \$750. The second part of the fee quoted is the fee for a Single Audit, if required, at \$2,500; that fee is \$250 less than the FY11 quote. In any year in which the City receives federal funds in excess of \$500,000 a 133-A Single Audit is required. We anticipate that the City will receive less than \$500,000 in federal funds in FY12 and a Single Audit will not be required. We have budgeted audit fees of \$21,250 for the current fiscal year.

The quote also includes \$1,250 for assistance with preparing a Consolidated Annual Financial Report (CAFR). In the 2011 Legislative session HB2572 was enacted; the bill requires additional government financial reporting for transparency purposes and the effective date is January 1, 2013. To date, the method in which the information must be presented has not been determined. At one point, having an award-winning Consolidated Annual Financial Report (CAFR) was a possible solution; now it appears that the CAFR will not be a solution. Currently the League is working with the State of Arizona to determine what will be required for cities and towns to comply with the law. We do not anticipate that the City will be required to prepare a CAFR.

RECOMMENDATION:

To enter into a Contract with Hinton Burdick Hall & Spilker, PLLC, for the City of Willcox annual audit services for the Fiscal Year 2009-2010 at an anticipated cost of \$21,250.

FISCAL IMPACT:

\$18,750 for the annual audit; an additional \$2,500 if a Single Audit is required. If both are required, the total audit fee will be \$21,250.

Submitted by:

Approved by:

Ruth Graham
Ruth Graham, Finance Director

Pat McCourt, City Manager

RESOLUTION NO: 2012-47

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA AUTHORIZING AND APPROVING THE CONTRACT EXTENSION WITH HINTON BURDICK HALL & SPILKER, PPLC [“HINTON BURDICK”] FOR AUDIT SERVICES FOR FY2011-2012 ANNUAL AUDITED FINANCIAL STATEMENTS AND SINGLE AUDIT [IF REQUIRED] AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST

WHEREAS, the Common Council shall have control of the finances of the corporation pursuant to A.R.S. §§ 9-240(A) and to account for its expenditures; and

WHEREAS, the City of Willcox has had an on-going contractual relationship with Hinton Burdick Hall & Spilker, PPLC, [“HINTON BURDICK”] who has provided auditing services for FY2008-2009 pursuant to the three year bid for audit services; and

WHEREAS, the Mayor and Council approved the Contract with HINTON BURDICK for Audit Services for the City’s FY2010-2011 with an option to extend the Contract for the FY2012 audit on that bid award; and

WHEREAS, the City of Willcox desires to exercise its option and to approve the Contract Extension for FY2012 Audited Financial Statements and Single Audit in the amounts of \$18,750.00 and \$2,500.00 for a Federal single audit [if required] by statute and/or contract provisions; and

WHEREAS, the City of Willcox, Cochise County, Arizona desires to have this Resolution presented at the June 4th, 2012 Council Meeting and has determined that approval of the Contract Extension is in the best interest of the City and its residents; and

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

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

Section 1: The Mayor and Council have determined that it is in the best interest of the City and its citizens to authorize and approve the Contract Extension with HINTON BURDICK, for FY2012 Auditing Services and to authorize and empower the Mayor to execute the Resolution and any documents necessary to carry-out the intent of this Resolution.

Section 2: The Mayor and Council formally approve and adopt the Contract Extension with HINTON BURDICK as presented.

Section 3: That the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the City of Willcox, Cochise County, Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Willcox, Cochise County, Arizona this _____ day of June, 2012

APPROVED/EXECUTED

MAYOR,

ATTEST:

APPROVED AS TO FORM:

City Clerk, Virginia A. Mefford (or)
City Clerk, Cristina Garcia Whelan, CMC

City Attorney, Hector M. Figueroa, Esq.

RESOLUTION NO. 2012-47



HINTONBURDICK

CPAs & ADVISORS

MEMBERS:

CHAD B. ATKINSON, CPA
KRIS J. BRAUNBERGER, CPA
DEAN R. BURDICK, CPA
ROBERT S. COX, CPA
TODD B. FELTNER, CPA
K. MARK FROST, CPA

KENNETH A. HINTON, CPA
MORRIS J. PEACOCK, CPA
PHILLIP S. PEINE, CPA
MICHAEL K. SPILKER, CPA
KEVIN L. STEPHENS, CPA
MARK E. TICHENOR, CPA

May 30, 2012

Honorable Mayor and City Council
City of Willcox
101 S. Railroad Ave. Suite B
Willcox, AZ 85643-2198

We are pleased to confirm our understanding of the services we are to provide the City of Willcox for the year ended June 30, 2012. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the City of Willcox as of and for the year ended June 30, 2012. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Willcox's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Willcox's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Certain budgetary comparison schedules
- 3) GASB-required supplementary pension information

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Willcox's financial statements. Our responsibility for the supplementary information accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including

CEDAR CITY · 239 SOUTH MAIN, STE. 100, CEDAR CITY, UT 84720
FLAGSTAFF · 612 NORTH BEAVER, FLAGSTAFF, AZ 86001
HURRICANE · 48 SOUTH 2500 WEST, STE. 200, HURRICANE, UT 84737
MESQUITE · 590 WEST MESQUITE BLVD., STE. 201, MESQUITE, NV 89027
RICHFIELD · 159 NORTH MAIN STREET, RICHFIELD, UT 84701
ST. GEORGE · 63 SOUTH 300 EAST, STE. 100, ST. GEORGE, UT 84770

OFFICE 435.865.7666 FAX 435.867.6111
OFFICE 928.774.7181 FAX 928.774.0242
OFFICE 435.635.5665 FAX 435.635.0552
OFFICE 702.346.3462 FAX 702.346.3464
OFFICE 435.896.5491 FAX 435.896.5493
OFFICE 435.628.3663 FAX 435.628.3668

comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards.
- 2) Combining statements
- 3) Individual fund budgetary comparison schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance.

- 1) Statistical information

Our responsibility for other information included in documents containing the entity's audited financial statements and auditor's report, if applicable, does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Willcox and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting

material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Willcox's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Willcox's major programs. The purpose of these procedures will be to express an opinion on the City of Willcox's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all schedules we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven (7) years after the report release or for any additional period requested by a Cognizant Federal Agency. If we are aware that

a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in October 2012 and to issue our reports no later than December 31, 2012. Michael K. Spilker, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$18,750 for the audit, \$2,500 for the single audit if required, and \$1,250 for assistance with the CAFR, if applicable.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If at any time during this engagement any extraordinary matters come to our attention or the requirements of the engagement change, and an extension of our services beyond the normal scope appears to be necessary, we will immediately discuss the matter with you and obtain your verbal or written instructions to proceed before incurring further costs.

If required, fees for additional accounting, consultation and any other non-audit services will be billed separately and will be dependent on the level of service provided. If our fees for these services will be significantly more than in prior years, we will discuss the situation with you before we proceed.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Interim billings may be submitted as work progresses and expenses are incurred. In the event any statement or invoice rendered by us to you is not paid within thirty (30) days of the date of the invoice, a late charge shall be accrued on the unpaid balance at the rate of 1.5 percent per month until paid. If billings are not paid within thirty (30) days of the invoice date, at our election, we may stop all work until your account is brought current or we may withdraw from this engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

Our liability as auditors shall be limited to the period covered by our audit and shall not extend to periods for which we are not engaged as auditors.

It is our policy to keep work papers related to this engagement for seven (7) years. Upon the expiration of the seven (7) year period, you agree that we shall be free to destroy our work papers. When records are returned to you, it is your responsibility to retain and protect your records for possible future uses, including potential examination by governmental or regulatory agencies.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to other legal remedies. If the parties are unable to resolve the dispute through mediation within sixty (60) days from the date notice is first

given, then they may proceed to resolve the matter by arbitration. Such arbitration shall be binding and final. Any dispute over fees will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. In agreeing to arbitration both parties acknowledge that, in the event of a dispute each party is giving up the right to have the dispute decided in a court of law before a judge or jury and instead are accepting the use of arbitration for resolution. Costs of any mediation proceeding shall be shared equally by all parties. The prevailing party in the arbitration shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the application of the dispute in an amount to be determined by the arbitrator.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2011 peer review letter accompanies this letter.

We appreciate the opportunity to be of service to the City of Willcox and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Michael K. Spilker, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Willcox .

By: _____

Title: _____

Evans & Poulsen P.A.

Certified Public Accountants

Members of the American Institute of CPA's
and the Idaho Society of CPA's
Edward G. Evans, CPA
Jeffrey D. Poulsen, CPA

System Review Report

June 9, 2011

To the Members of
Hinton, Burdick, Hall & Spilker PLLC
and the Peer Review Committee of the Nevada Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Hinton, Burdick, Hall & Spilker PLLC (the firm) in effect for the year ended March 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Hinton, Burdick, Hall & Spilker PLLC in effect for the year ended March 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Hinton, Burdick, Hall & Spilker PLLC has received a peer review rating of *pass*.

Evans & Poulsen
Evans & Poulsen, P.A.

CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION

Agenda Item 16
Tab Number 9
Date: 6/4/2012

<u>Date Submitted:</u>	<u>Action:</u>	<u>Subject:</u>
May 30, 2012	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal	Arizona Dept. of Public Safety Fiscal Year 2012-2013 Lease Agreement Renewal

TO: MAYOR AND COUNCIL
FROM: Finance Director Ruth Graham

Discussion:

The City of Willcox requests approval of a Lease Agreement Renewal for Contract No. 98-206 and a Resolution to continue to allow the Department of Public Safety to utilize our land located near the Cochise Visitor Center at 1101 N. Circle I Road in Willcox, Arizona. This agreement has been in place since 1998, and the renewal agreement will extend the lease for one year. All provisions of the contract have been met by the Department of Public Safety.

As a part of the agreement, the City provides water and refuse services to the property (a 96 gallon solid waste container) at an average cost of \$42.28 per month, or \$507.36 per year. The property is not a part of the City sewer system and the City also provides a septic services.

Recommendation:

Staff recommends that the Mayor and Council move to approve the Lease Agreement Renewal and Resolution allowing the Department of Public Safety to continue to make use of our land and building located at 1101 N. Circle I Road in Willcox, Arizona for the period from July 1, 2012 to June 30, 2013.

Fiscal Impact: Utility costs of approximately \$507.00 per year, plus continued septic services.

Submitted by:

Approved by:



Ruth Graham, Finance Director



Pat McCourt, City Manager

LEASE AGREEMENT RENEWAL

LESSEE: ARIZONA DEPARTMENT OF PUBLIC SAFETY
WILLCOX AREA OFFICE
LESSOR: CITY OF WILLCOX
LOCATION: 1101 North Circle I Road, Willcox, Arizona
D.P.S. CONTRACT NO: 98-206

LESSOR and **LESSEE** agree that Paragraph 3 of the Lease Agreement, leasing one (1) acre of land located near the Cochise Visitor Center at 1101 N. Circle I Road, Willcox, Arizona has been amended to extend the lease for only one (1) year term instead of the original two (2) year term.

LESSOR and **LESSEE** agree to extend and renew the Lease Agreement/Contract No. 98-206 for one (1) additional year beginning July 1, 2012 and ending June 30, 2013.

LESSOR and **LESSEE** agree that all other terms of the Lease Agreement shall remain in full force and effect as is stated in Contract No. 98-206 and as amended herein in the 2010 renewal.

LESSOR:

LESSEE:

Mayor Date
City of Willcox

Robert C. Halliday, Director Date
Arizona Department of Public Safety

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Hector M. Figueroa Date

Assistant Attorney General Date

RESOLUTION NO. 2012-48

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND ADOPTING THE LEASE AGREEMENT RENEWAL BETWEEN THE CITY OF WILLCOX [“CITY”] AND ARIZONA DEPARTMENT OF PUBLIC SAFETY [“ADPS”] CONTRACT NO. 98-206 FOR PARCEL OF LAND AT 1101 N. CIRCLE I ROAD AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND THE LEASE RENEWAL AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the CITY is authorized pursuant to A.R.S. § 9-240, et seq. to exercise control of the property of the corporation and to erect, purchase or lease property for the purposes of the corporation; and

WHEREAS, the CITY is vested with all powers of incorporated towns as set forth in Title 9 or other provisions of law relating to cities and towns pursuant to A.R.S. § 9-499.01, et seq.; and

WHEREAS, the Original Lease Agreement included one parcel of real property described as “Approximately 1 acre of land located at the west end of Cochise Visitor Center, 1101 N. Circle I Rd., Willcox, AZ 85643” pursuant to Contract No. 98-206 with the option to renew the leasehold for additional two year terms with the same terms and conditions; and

WHEREAS, on July 17, 2006, the CITY and ADPS amended Paragraph 3 the Lease Agreement to provide one (1) year renewal terms and amended Paragraph 11 to replace indemnification language and further provided for all other terms to remain in full force and effect as is stated in the Lease Agreement; and

WHEREAS, the July 1, 1998 Lease Agreement/Contract No. 98-206 included Paragraph No. 11 [INSURANCE] wherein ADPS agreed to indemnify the CITY from any claims, demands, suits or actions of every kind and nature arising out of or in any way connected with the operations carried on by Tenant on the premises, or by the use of Tenant of any or all of the property or improvements covered by the lease, the Tenant is self-insured and shall provide Landlord with a certificate of self-insurance upon written request; and

WHEREAS, the ADPS has requested a Renewal of the Lease and the CITY desires to approve and adopt the FY2012-2013 Lease Agreement Renewal, to renew the DPS Lease Agreement for one (1) year; and

WHEREAS, the City of Willcox, Cochise County, Arizona desires to have this Resolution presented at its June 4th, 2012 Council Meeting and has determined that approval of

the "FY2012-2013 Lease Agreement Renewal" is in the best interest of the CITY and its residents; and

WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist to assure continued leased use of city property by ADPS, 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 FY2012-2013 Lease Agreement Renewal 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 Lease Agreement.

PASSED AND ADOPTED by the Council of the City of Willcox, Cochise County, Arizona, this ____ day of June, 2012.

APPROVED/EXECUTED

MAYOR,

ATTEST:

APPROVED AS TO FORM:

City Clerk, Virginia A. Mefford (or)
City Clerk, Cristina Garcia Whelan, CMC

City Attorney, Hector M. Figueroa, Esq.

RESOLUTION NO: 2012-48

RESOLUTION NO. 2012-49

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA [“CITY”] FOR THE PURPOSE OF APPROVING THE APPOINTMENT OF PATRICK MCCOURT AND THE CITY MANAGER SERVICES AGREEMENT WITH AMENDED VACATION BENEFITS AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION, THE AGREEMENT AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the CITY is empowered to appoint a person of suitable experience to serve as City Manager pursuant to Title I, Chapter 7, Article A, Section 1-7A-2 of the Willcox City Code and Title 9, A.R.S. §§9-239 and 9-303 et seq.; and

WHEREAS, the Mayor and Council of the City of Willcox desire to have this Resolution presented at its June 4th, 2012 Council Meeting for the purpose of approving the appointment of Patrick McCourt to the position of City Manager for the period of July 1, 2012 to June 30, 2014 and approving Amendment No: 2 to the City Manager Services Agreement for the same period; and

WHEREAS, the Mayor and Council have determined that formal action on this Resolution is in the best interest of the CITY and its citizens; 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 provision of City Manager Services, 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 Resolution 2012-49 for the purpose of approving the appointment of Patrick McCourt to serve as City Manager and approving Amendment No: 2 to the City Manager Services Agreement.

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: That the Mayor is authorized and empowered to execute this Resolution and Amendment No: 2 to the City Manager Services Agreement as presented.

PASSED AND ADOPTED BY MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA this _____ day of June 2012.

APPROVED/EXECUTED

MAYOR,

ATTEST:

APPROVED AS TO FORM:

City Clerk, Virginia A. Mefford (or)
City Clerk, Cristina Garcia Whelan, CMC

City Attorney, Hector M. Figueroa, Esq.

RESOLUTION NO. 2012-49

<p>CITY OF WILLCOX</p> <p>SERVICES AGREEMENT: CITY MANAGER</p> <p>APPOINTEE: PATRICK McCOURT</p> <p>AMOUNT: \$ <u>90,000.00</u> per year</p> <p>CONTRACT PERIOD: 7/01/12 – 6/30/14</p>	<p>(STAMP HERE)</p>
---	---------------------

**CITY MANAGER SERVICES AGREEMENT
AMENDMENT NO: 2**

This Amendment No: 2 to the original City Manager Services Agreement and Amendment No:1 is entered into this ____ day of June 2012 by and between the CITY OF WILLCOX, a body politic and corporate of the State of Arizona, hereinafter “CITY,” and PATRICK McCOURT hereinafter “APPOINTEE.”

RECITALS:

WHEREAS, CITY is empowered pursuant to the Willcox City Code, Title 1, Chapter 7, Article A, Section 1-7A-2 and Title 9, A.R.S. § 9-239 *et seq.* to appoint a person, for a definite term, to serve as City Manager and to compensate such appointee for the services provided by the APPOINTEE as provided by Chapter 7, Article A, Section 1-7A-7 and this Agreement.

WHEREAS, CITY and APPOINTEE desire to set forth the conditions of employment, compensation, and benefits in Amendment No: 2 and in the original City Manager Services Agreement and Amendment No: 1.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I — TERM AND EXTENSION/RENEWAL/CHANGES

Amendment No: 1, as approved by the Mayor and Council of the City of Willcox, shall commence on July 1, 2012 and shall terminate on June 30, 2014 in accordance with the appointment of PATRICK McCOURT to serve as City Manager or unless sooner terminated or further extended pursuant to the provisions of the entire Agreements.

The City Code requires that the City Manager be appointed by Mayor and Council every two years and Resolution No: 2012-49 serves to appoint the City Manager for the period of July 1, 2012 to June 30, 2014.

The parties may renew this Agreement upon mutual consent or may terminate the Agreement upon completion of the terms of this Agreement without any expectation of required renewal. Any modification, or extension of the Agreement and/or renewal, shall be with formal approval of Mayor and Council and upon written amendment executed by the parties hereto.

ARTICLE II — ALL OTHER TERMS & CONDITIONS

The CITY and APPOINTEE hereby agree that the vacation benefits are changed to include five (5) additional days and that all other terms & conditions of the now existing City Manager Services Agreement and Amendment No: 1 shall remain in full force and effect and are incorporated herein, by reference, as if set out in full hereto.

ARTICLE III — SEVERABILITY

Each provision of the City Manager Agreements stand alone, and if any provision of Amendment No: 2 or of the original Agreement or Amendment No: 1 is held, in whole or in part, to be unenforceable for any reason, the remainder of the provision and of the entire City Manager Services Agreements will be severable and remain in effect.

ARTICLE IV — ENTIRE AGREEMENT

Amendment No: 2 and the original City Manager Services Agreement constitute the entire Agreements between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended or extended only by a written amendment approved by Mayor and Council and executed thereby.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on this _____ day of June, 2012.

CITY OF WILLCOX

APPOINTEE

**Mayor,
Authorized City Official**

**Patrick McCourt
Authorized Signatory**

ATTESTED:

APPROVED AS TO FORM:

**City Clerk, Virginia A. Mefford (or)
City Clerk, Cristina Garcia Whelan, CMC**

City Attorney, Hector M. Figueroa

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 18
 Tab Number: 11
 Date: 06-04-2012

Date Submitted: 5/29/2012
Date Requested: 6/4/2012

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

Subject: Discussion / Decision on Changes Orders for Phase III of the Community Center Improvements

TO: MAYOR AND COUNCIL

DISCUSSION: The City was granted \$327,396 for Phase III improvements to the Community Center. The project entails additional adobe stabilization, stucco repairs, exterior paint, door replacement, lintel replacement and replacing concrete sidewalks with brick pavers.

The awarded base bid was \$196,500 which included the allowances for exterior doors and paint.

In the bid documents the architect provided allowances on the doors and painting to allow the awarded contractor to work with the architect in developing additional specifications for the two options. The allowance for exterior paint was \$30,000 and \$24,000 for the exterior doors.

Community Center Cost Breakdown

Description	Amount
Original Contract	196,500.00
CO #1 Credit for Lintel Repairs	-27,728.00
CO #2 Increase for Door Allowance	22,980.00
CO #3 Increase for Paint Allowance	1,900.00
CO #4 Re-stucco west stairwell	3,068.00
CO #5 Stucco Over Plywood Window Infills	4,646.00
CO #6 Replace Broken Window Pane	387.00
CO #7 Add Lintel Facing & Flashing	12,954.00
CO #8 Reroute Gas Line	1,099.00
CO # 9 Repair of Phase II Stucco	8,448.00
Total Project Cost	224,254.00

CDBG Grant Award	327,396.00
Available funds after Construction	103,142.00
Architect Fees paid + remaining	28,569.47
SEAGC Grant Administration	35,368.00
Remaining funds	39,204.53

After the current Original Contract, change orders, CDBG Administration and Architectural costs there will still be a balance of \$39,204.53. We are currently working with the contractor to provide a price for installing place brick pavers in the remaining patio area. This would be an expansion of the existing scope. The additional funds may not cover the entire patio area however another stopping point may be even with the sidewalks crossing in front of the building.

RECOMMENDATION: Provide direction and authorization to spend remaining funds on brick pavers for patio area.

FISCAL IMPACT No additional funds are requested

Prepared by:



Dave Bonner, Public Services & Works Director

Approved by:

Pat, McCourt, City Manager

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

AIA DOCUMENT G701

CONTRACT FOR: Willcox Community Ctr Phase III Improv. **CHANGE ORDER NUMBER:** One (1)
 (name, address) 312 W Stewart St
Willcox, AZ **DATE:** 5/23/2012

CONTRACTOR: Building Excellence, LLC
 (name, address) 3057 W Nutmeg Dr
Tucson, AZ 85741 **CONTRACT DATE:** 2/21/2012

The Contract is changed as follows:

Credit 82' of standard lintel repairs @ \$276.84 per foot. Credit based on March 15, 2012 pre-construction

lintel investigation by DESA, Copper Creek Structural Engineers and Building Excellence. (see attached letter from Building Excellence) \$ (22,701)

SUBTOTAL	\$	(22,701)
O/P 10%	\$	(2,271)
INS - 1.5%	\$	(375)
BOND - 2.5%	\$	(674)
TAXES @ 6.57%	\$	(1,707)
TOTAL:	\$	(27,728)

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was..... \$ 196,500
 Net change by previously authorized Change Orders..... \$ -
 The Contract Sum prior to this Change Order was..... \$ 196,500
 The (Contract Sum) will be (increased) (decreased) (unchanged) by this Change Order
 in the amount of \$ (27,728)
 The new Contract Sum including this Change Order will be..... \$ 168,772

The Total Contract Time will be (increased)(decreased)(unchanged) by TBD days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Grant Sum Amount which have been authorized by Construction Change Directive.

DESA Architecture
 ARCHITECT
 1202 E Broadway Blvd Ste 112
 Tucson, AZ 85719
 BY [Signature]
 DATE 5/24/2012

Building Excellence LLC
 CONTRACTOR
 3057 W Nutmeg Dr
 Tucson, Az 85741
 BY [Signature]
 DATE 5/24/12

City of Willcox, AZ
 OWNER
 101 S Railroad Avenue, Suite B
 Willcox, AZ 85643
 BY [Signature]
 DATE 5/24/2012

AIA CAUTION: You should sign an original AIA document which has this caution printed in red.
 An original assures that changes will not be obscured as may occur when documents are reproduced.



April 10, 2012

Mr. David Shambach
DESA Architecture
1202 E Broadway Blvd, Suite 112
Tucson, AZ 85719

**RE: CDBG #112-11 - WILLCOX COMMUNITY CENTER PH III IMPROVEMENTS
312 W Stewart Street, Willcox, AZ
LINTEL CREDIT**

Dear Dave:

Based on the March 15, 2012 pre-construction lintel investigation attended by DESA Architecture, Copper Creek structural engineers, and Building Excellence, it was determined a portion of the lintels are in good condition and did not need replaced. This credit is based on the preliminary findings and determinations of the report by DESA Architecture.

Building Excellence hereby submits an accounting of the original costs and the credit for the lintel work that is no longer needed.

D. Tellez Masonry Original Cost:	\$ 60,000.00
Less plaster repair costs within these costs:	<u>[\$ 8,000.00]</u>

Total Lintel Repair Work - Total of 184'	\$ 52,000.00
---	---------------------

Lintel Repair Work Types Broken Down As Follows:

32' of lintels with windows set to outside @ \$310.00 per ft	\$ 9,920.00
152' of standard lintel length @ \$276.84 per ft	\$ 42,080.00
	\$ 52,000.00

DESA Architecture

RE: Lintel Repair Credit - City of Willcox CC PhIII Improvements

Page 2

April 10, 2012

Credit 82' of standard lintel repair @ \$276.84

Gross Total Credit Amount

\$ 22,700.88

Please direct Building Excellence have to proceed with crediting this work. i.e. - Owner will generate a change order, hold because funds will be re-used on work that may be added to the scope, etc.

BUILDING EXCELLENCE LLC



Jamie Olding
Owner

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

AIA DOCUMENT G701

CONTRACT FOR: Willcox Community Ctr Phase III Improv. **CHANGE ORDER NUMBER:** Two (2)
 (name, address) 312 W Stewart St
 Willcox, AZ **DATE:** 5/23/2012

CONTRACTOR: Building Excellence, LLC
 (name, address) 3057 W Nutmeg Dr
 Tucson, AZ 85741 **CONTRACT DATE:** 2/21/2012

The Contract is changed as follows:

1. CONTRACT \$24,000 DOOR ALLOWANCE RECONCILIATION (Architect's ASI #2)
Broken Down As Follows:

Door Assembly Allowance: \$19,680 + P/O \$1,968 + Ins. \$323 + Bond \$549 + Sales Tax \$1,480 = \$24,000
 Actual Doors Cost: \$36,000 less gross amount for doors in allowance of \$19,680. **Difference: \$ 16,320**

SUBTOTAL	\$	16,320
O/P 15%/12%	\$	4,406
INS - 1.5%	\$	311
BOND - 2.5%	\$	528
TAXES @ 6.57%	\$	1,417
TOTAL:	\$	22,980

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was..... \$ 196,500
 Net change by previously authorized Change Orders..... \$ (27,728)
 The Contract Sum prior to this Change Order was..... \$ 168,772
 The (Contract Sum) will be (increased) (decreased) (unchanged) by this Change Order
 in the amount of \$ 22,980
 The new Contract Sum including this Change Order will be..... \$ 191,752

The Total Contract Time will be (increased)(decreased)(unchanged) by To Be Determined (TBD) days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Grant Sum Amount which have been authorized by Construction Change Directive.

DESA Architecture
 ARCHITECT
 1202 E Broadway Blvd Ste 112
 Tucson, AZ 85719

Building Excellence LLC
 CONTRACTOR
 3057 W Nutmeg Dr
 Tucson, Az 85741

City of Willcox, AZ
 OWNER
 101 S Railroad Avenue, Suite B
 Willcox, AZ 85643

BY [Signature]
 DATE 5/24/2012

BY [Signature]
 DATE 5/24/12

BY [Signature]
 DATE 5/24/2012

AIA CAUTION: You should sign an original AIA document which has this caution printed in red.
 An original assures that changes will not be obscured as may occur when documents are reproduced.

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CONTRACT FOR: Willcox Community Ctr Phase III Improv. **CHANGE ORDER NUMBER:** Three (3)
 (name, address) 312 W Stewart St
 Willcox, AZ

DATE: 5/23/2012

CONTRACTOR: Building Excellence, LLC
 (name, address) 3057 W Nutmeg Dr
 Tucson, AZ 85741

CONTRACT DATE: 2/21/2012

The Contract is changed as follows:

1. CONTRACT \$30,000 PAINT ALLOWANCE RECONCILIATION (Architect's ASI #1)

Broken Down As Follows:

Paint Allowance: \$24,600 + P/O \$2,460 + Ins. \$404 + Bond \$687 + Sales Tax \$1,849 = \$30,000

Actual Paint Cost: \$25,950 less gross amount for paint in allowance of \$24,600.

Difference: \$ 1,350

SUBTOTAL	\$	1,350
O/P 15%/12%	\$	364
INS - 1.5%	\$	26
BOND - 2.5%	\$	43
TAXES @ 6.57%	\$	117
TOTAL:	\$	1,900

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was..... \$ 196,500
 Net change by previously authorized Change Orders..... \$ (4,748)
 The Contract Sum prior to this Change Order was..... \$ 191,752
 The (Contract Sum) will be (increased) (decreased) (unchanged) by this Change Order
 in the amount of \$ 1,900
 The new Contract Sum including this Change Order will be..... \$ 193,652

The Total Contract Time will be (increased)(decreased)(unchanged) by TBD days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Grant Sum Amount which have been authorized by Construction Change Directive.

DESA Architecture
 ARCHITECT
 1202 E Broadway Blvd Ste 112
 Tucson, AZ 85719

Building Excellence LLC
 CONTRACTOR
 3057 W Nutmeg Dr
 Tucson, Az 85741

City of Willcox, AZ
 OWNER
 101 S Railroad Avenue, Suite B
 Willcox, AZ 85643

BY [Signature]

BY [Signature]

BY [Signature]

DATE 5/24/2012

DATE 5/24/12

DATE 5/24/2012

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CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CONTRACT FOR: Willcox Community Ctr Phase III Improv. **CHANGE ORDER NUMBER:** Four (4)
 (name, address) 312 W Stewart St
 Willcox, AZ **DATE:** 5/23/2012

CONTRACTOR: Building Excellence, LLC
 (name, address) 3057 W Nutmeg Dr
 Tucson, AZ 85741 **CONTRACT DATE:** 2/21/2012

The Contract is changed as follows:

PR #1 - Remove damaged stucco and resurface portions of the concrete stairwell with cementitious facing \$ 2,200

SUBTOTAL	\$	2,200
O/P 15%/12%	\$	594
INS - 1.5%	\$	42
BOND - 2.5%	\$	41
TAXES @ 6.57%	\$	191
TOTAL:	\$	<u>3,068</u>

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was.....	\$	196,600
Net change by previously authorized Change Orders.....	\$	(2,848)
The Contract Sum prior to this Change Order was.....	\$	193,652
The (Contract Sum) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	3,068
The new Contract Sum including this Change Order will be.....	\$	196,720

The Total Contract Time will be (increased)(decreased)(unchanged) by **TBD** days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Grant Sum Amount which have been authorized by Construction Change Directive.

DESA Architecture
 ARCHITECT
 1202 E Broadway Blvd Ste 112
 Tucson, AZ 85719

BY [Signature]
 DATE 5/24/2012

Building Excellence LLC
 CONTRACTOR
 3057 W Nutmeg Dr
 Tucson, Az 85741

BY [Signature]
 DATE 5/24/12

City of Willcox, AZ
 OWNER
 101 S Railroad Avenue, Suite B
 Willcox, AZ 85643

BY [Signature]
 DATE 5/24/2012

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CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

AIA DOCUMENT G701

CONTRACT FOR: Willcox Community Ctr Phase III Improv.
 (name, address) 312 W Stewart St
 Willcox, AZ

CHANGE ORDER NUMBER: Five (5)

DATE: 5/23/2012

CONTRACTOR: Building Excellence, LLC
 (name, address) 3057 W Nutmeg Dr
 Tucson, AZ 85741

CONTRACT DATE: 2/21/2012

The Contract is changed as follows:

Stucco over plywood at window infills/vent block \$ 3,300

SUBTOTAL	\$	3,300
O/P 15%/12%	\$	891
INS - 1.5%	\$	63
BOND - 2.5%	\$	106
TAXES @ 6.57%	\$	286
TOTAL:	\$	4,646

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was..... \$ 196,500
 Net change by previously authorized Change Orders..... \$ 220
 The Contract Sum prior to this Change Order was..... \$ 196,720
 The (Contract Sum) will be (increased) (decreased) (unchanged) by this Change Order
 in the amount of \$ 4,646
 The new Contract Sum including this Change Order will be..... \$ 201,366

The Total Contract Time will be (increased)(decreased)(unchanged) by TBD days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Grant Sum Amount which have been authorized by Construction Change Directive.

DESA Architecture
 ARCHITECT
 1202 E Broadway Blvd Ste 112
 Tucson, AZ 85719
 BY [Signature]
 DATE 5/29/2012

Building Excellence LLC
 CONTRACTOR
 3057 W Nutmeg Dr
 Tucson, Az 85741
 BY [Signature]
 DATE 5/24/12

City of Willcox, AZ
 OWNER
 101 S Railroad Avenue, Suite B
 Willcox, AZ 85643
 BY [Signature]
 DATE 5/24/2012

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CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CONTRACT FOR: Willcox Community Ctr Phase III Improv.
 (name, address) 312 W Stewart St
 Willcox, AZ

CHANGE ORDER NUMBER: Six (6)

DATE: 5/23/2012

CONTRACTOR: Building Excellence, LLC
 (name, address) 3057 W Nutmeg Dr
 Tucson, AZ 85741

CONTRACT DATE: 2/21/2012

The Contract is changed as follows:

Broken Window Replacement \$ 275

SUBTOTAL	\$	275
O/P 15%/12%	\$	74
INS - 1.5%	\$	5
BOND - 2.5%	\$	9
TAXES @ 6.57%	\$	24
TOTAL:	\$	387

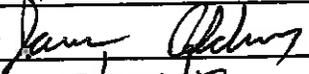
Not valid until signed by the Owner, Architect and Contractor.

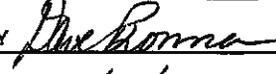
The original Contract Sum was.....	\$	196,500
Net change by previously authorized Change Orders.....	\$	4,866
The Contract Sum prior to this Change Order was.....	\$	201,366
The (Contract Sum) will be (Increased) (decreased) (unchanged) by this Change Order in the amount of	\$	387
The new Contract Sum including this Change Order will be.....	\$	201,753

The Total Contract Time will be (increased)(decreased)(unchanged) by **TBD** days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Grant Sum Amount which have been authorized by Construction Change Directive.

DESA Architecture
 ARCHITECT
 1202 E Broadway Blvd Ste 112
 Tucson, AZ 85719
 BY 
 DATE 5/24/2012

Building Excellence LLC
 CONTRACTOR
 3057 W Nutmeg Dr
 Tucson, Az 85741
 BY 
 DATE 5/24/12

City of Willcox, AZ
 OWNER
 101 S Railroad Avenue, Suite B
 Willcox, AZ 85643
 BY 
 DATE 5/24/2012

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CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

AIA DOCUMENT G701

CONTRACT FOR: Willcox Community Ctr Phase III Improv. **CHANGE ORDER NUMBER:** Seven (7)
 (name, address) 312 W Stewart St
Willcox, AZ **DATE:** 5/23/2012

CONTRACTOR: Building Excellence, LLC
 (name, address) 3057 W Nutmeg Dr
Tucson, AZ 85741 **CONTRACT DATE:** 2/21/2012

The Contract is changed as follows:

Architect's Proposal Request #5 to add lintel facing board and flashing to ALL exposed lintels throughout building. \$ 9,200

SUBTOTAL	\$	9,200
O/P 15%/12%	\$	2,484
INS - 1.6%	\$	176
BOND - 2.5%	\$	296
TAXES @ 6.57%	\$	799
TOTAL:	\$	12,954

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was.....	\$	196,500
Net change by previously authorized Change Orders.....	\$	5,253
The Contract Sum prior to this Change Order was.....	\$	201,753
The (Contract Sum) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	12,954
The new Contract Sum including this Change Order will be.....	\$	214,707

The Total Contract Time will be (increased)(decreased)(unchanged) by TBD days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Grant Sum Amount which have been authorized by Construction Change Directive.

DESA Architecture
 ARCHITECT
 1202 E Broadway Blvd Ste 112
 Tucson, AZ 85719

Building Excellence LLC
 CONTRACTOR
 3057 W Nutmeg Dr
 Tucson, Az 85741

City of Willcox, AZ
 OWNER
 101 S Railroad Avenue, Suite B
 Willcox, AZ 85643

BY [Signature]
 DATE 5/24/2012

BY [Signature]
 DATE 5/24/12

BY [Signature]
 DATE 5/24/2012

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CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CONTRACT FOR: Willcox Community Ctr Phase III Improv. **CHANGE ORDER NUMBER:** Eight (8)
 (name, address) 312 W Stewart St
 Willcox, AZ **DATE:** 5/23/2012

CONTRACTOR: Building Excellence, LLC
 (name, address) 3057 W Nutmeg Dr
 Tucson, AZ 85741 **CONTRACT DATE:** 2/21/2012

The Contract is changed as follows:

Re-route gas pipe and lid \$ 780

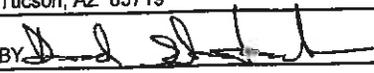
SUBTOTAL \$ 780
O/P 15%/12% \$ 211
INS - 1.5% \$ 15
BOND - 2.5% \$ 25
TAXES @ 6.57% \$ 68
TOTAL: \$ 1,099

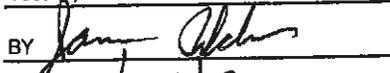
Not valid until signed by the Owner, Architect and Contractor.

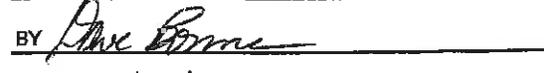
The original Contract Sum was..... \$ 196,500
 Net change by previously authorized Change Orders..... \$ 18,207
 The Contract Sum prior to this Change Order was..... \$ 214,707
 The (Contract Sum) will be (increased) (decreased) (unchanged) by this Change Order
 in the amount of \$ 1,099
 The new Contract Sum including this Change Order will be..... \$ 215,806

The Total Contract Time will be (increased)(decreased)(unchanged) by TBD days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Grant Sum Amount which have been authorized by Construction Change Directive.

DESA Architecture
 ARCHITECT
 1202 E Broadway Blvd Ste 112
 Tucson, AZ 85719
 BY 
 DATE 5/24/2012

Building Excellence LLC
 CONTRACTOR
 3057 W Nutmeg Dr
 Tucson, Az 85741
 BY 
 DATE 5/24/12

City of Willcox, AZ
 OWNER
 101 S Railroad Avenue, Suite B
 Willcox, AZ 85643
 BY 
 DATE 5/24/2012

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CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CONTRACT FOR: **Willcox Community Ctr Phase III Improv.** CHANGE ORDER NUMBER: **Nine (9)**
 (name, address) **312 W Stewart St**
Willcox, AZ DATE: **5/24/2012**

CONTRACTOR: **Building Excellence, LLC**
 (name, address) **3057 W Nutmeg Dr**
Tucson, AZ 85741 CONTRACT DATE: **2/21/2012**

The Contract is changed as follows:

Make repairs to the Phase II Willcox Improvements Plaster repairs prior to painting of building \$ **6,000**

SUBTOTAL \$ **6,000**
 O/P 15%/12% \$ **1,620**
 INS - 1.5% \$ **114**
 BOND - 2.5% \$ **193**
 TAXES @ 6.57% \$ **521**
 TOTAL: \$ **8,448**

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was..... \$ **196,500**
 Net change by previously authorized Change Orders..... \$ **19,306**
 The Contract Sum prior to this Change Order was..... \$ **215,806**
 The (Contract Sum) will be (increased) (decreased) (unchanged) by this Change Order
 in the amount of \$ **8,448**
 The new Contract Sum including this Change Order will be..... \$ **224,254**

The Total Contract Time will be (Increased)(decreased)(unchanged) by **TBD** days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Grant Sum Amount which have been authorized by Construction Change Directive.

DESA Architecture
 ARCHITECT
 1202 E Broadway Blvd Ste 112
 Tucson, AZ 85719

Building Excellence LLC
 CONTRACTOR
 3057 W Nutmeg Dr
 Tucson, Az 85741

City of Willcox, AZ
 OWNER
 101 S Railroad Avenue, Suite B
 Willcox, AZ 85643

BY *[Signature]*
 DATE 5/25/2012

BY *[Signature]*
 DATE 5/24/12

BY *[Signature]*
 DATE 5/29/2012

RESOLUTION NO. 2012-50

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, ["CITY"] APPROVING AND AUTHORIZING COMMUNITY CENTER PHASE III IMPROVEMENTS, AUTHORIZING CITY STAFF TO PROCEED WITH THE PROPOSED PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST

WHEREAS, the CITY is authorized pursuant to A.R.S. §§ 9-240 and 9-276, to receive and distribute state and local monies which can be used for local planning and technical assistance as provided by SEAGO; and

WHEREAS, the CITY was awarded \$327,396 Grant funds for Phase III of the Community Center Improvements; and

WHEREAS, the CITY is requested to provide direction and authorization for the expenditure of the remaining grant funds for the proposed project as presented to Mayor and Council; and

WHEREAS, the City Staff desires to propose project components for Phase III of the Community Center Renovations; and

WHEREAS, the Mayor and Council desire to have this Resolution presented at the June 4th, 2012 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 action, and that this Resolution shall be effective immediately upon its passage and adoption.

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

Section 1: The Mayor and Council formally approve and authorize using the remaining Grant Funds to carry out the proposed project components for Phase III of the Community Center Renovations as described above.

Section 2: That the CITY formally directs and authorizes city staff to proceed with the Project as presented.

Section 3: 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 4: That the Mayor is authorized and empowered to execute this Resolution and city staff are authorized and directed to take appropriate action to carry out the intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Willcox, Cochise County, Arizona, this ____ day of June 2012.

APPROVED/EXECUTED:

MAYOR,

ATTEST:

City Clerk, Virginia A. Mefford (or)
City Clerk, Cristina G. Whelan, CMC

APPROVED AS TO FORM:

City Attorney, Hector M. Figueroa, Esq.

RESOLUTION NO. 2012-50

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 19
Tab Number: 12
Date: 06-04-2012

Date Submitted: 5/29/2012 Date Requested: 6/4/2012

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

Subject: Enter into Agreement with Aridus Wine to Increase Gas Line to 4" Along B-10

TO: MAYOR AND COUNCIL

DISCUSSION: The Aridus Wine Company located at 1320 N. Haskell Ave. in Willcox has requested a line extension from Patte Rd. to the south eastern corner of their property. Their facility would require a 2" PE line to service the current facility. To prepare for the potential of other development in that area or for future extension, staff requested that the contractor install a 4" PE line. The material cost for the 2" material is approximately \$4,234.91. The cost of materials for 4" is \$8,101.43. Quotes were requested from vendors which supply PE material. The current municipal code does not have provisions for a developer to recoup offsite improvements for the Gas system. Under 13.08.100 6D and 13.12.120 the Sewer and Water systems, respectfully, have provisions for a developer to recoup funds for offsite construction.

RECOMMENDATION: Staff recommends that the Mayor and Council approve paying for the difference in the cost from the 2" to the 4".

FISCAL IMPACT \$3,866.37 additional cost for 4" Use 50-452-2113 Pipes & Fittings account to fund.

Prepared by:



Dave Bonner, Public Services & Works Director

Approved by:

Pat McCourt, City Manager

**CITY OF WILLCOX , COCHISE COUNTY, ARIZONA
RESOLUTION NO: 2012-51**

**A RESOLUTION OF THE CITY OF WILLCOX,
COCHISE COUNTY, ARIZONA ["CITY"]
APPROVING THE EXPENDITURE OF \$3,866.37
FOR THE COST OF A 4" PE LINE TO SERVE
CURRENT AND FUTURE SERVICE AND
EXTENSIONS, AUTHORIZING THE MAYOR TO
EXECUTE THIS RESOLUTION AND DECLARING
AN EMERGENCY TO EXIST**

WHEREAS, the CITY is authorized pursuant to A.R.S. §§ 9-240(B) (2) to appropriate money and provide for payment of its debts and expenses and is authorized pursuant to A.R.S. §9-514 to engage in utility business; and

WHEREAS, the Aridus Wine Company which is located at 1320 N. Haskell Avenue has requested a 2" PE line extension on its property and city staff is proposing a 4" PE line to address potential development and line extension; and

WHEREAS, the CITY has requested Quotes from vendors which supply PE materials pursuant to the CITY's Procurement Policy and has received same in response thereto; and

WHEREAS, the CITY desires to cover the additional cost in upgrading from a 2" to a 4" PE line by paying the difference between the two sizes of PE line; and

WHEREAS, the Mayor and Council desire to approve the purchase of a 4" PE line instead of a 2" by authorizing the expenditure of \$3,866.37 to accomplish that task; 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 action on the matter, 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 Mayor and Council has determined that it is in the best interest of the CITY and the customers of the City's gas utility to approve and authorize the expenditure of \$3,866.37 as presented.

Section 2: The Mayor and Council formally approve and authorize the expenditure as requested.

Section 4: CITY Officials and Administrators are authorized and directed to take all action required to carry out the intent of this Resolution.

Section 5: The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the City of Willcox, Cochise County, Arizona.

PASSED AND ADOPTED by the Council of the City of Willcox, Cochise County, Arizona, this ____ day of June, 2012.

APPROVED/EXECUTED:

MAYOR,

ATTEST:

APPROVED AS TO FORM:

City Clerk, Virginia A. Mefford (or)
City Clerk, Cristina Garcia Whelan, CMC

City Attorney, Hector M. Figueroa

RESOLUTION NO: 2012-51

CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION

Agenda Item 20
Tab Number 13
Date: 6/4/2012

Date Submitted:

May 30, 2012

Action:

Resolution
 Ordinance
 Formal

Subject:

UPDATE AUTHORIZED
SIGNATORIES FOR
CITY OF WILLCOX
FINANCIAL ACCOUNTS

TO: MAYOR AND COUNCIL
FROM: Finance Director Ruth Graham

DISCUSSION:

By Resolution No. 2010-65 dated June 21, 2010, the Mayor and Council designated the authorized signatories for the City financial accounts and corporate records as those persons in the position of Mayor, Vice-Mayor, City Manager, Finance Director, and City Clerk.

On June 4, 2012, the named signatories will change. Mayor and Council will elect a Mayor and a Vice-Mayor. In addition, Virginia Mefford has accepted the position of City Clerk. It will be necessary to update the signature cards for the City's financial accounts to reflect the change and to continue the City business without interruption. Arrangements have been made with the bank to secure the signature cards and to effect the change as soon as the names of the individuals in each position have been determined.

RECOMMENDATION:

To approve the following signatories on the City of Willcox financial accounts:

Mayor: _____

Vice-Mayor: _____

City Manager Patrick McCourt

City Clerk Virginia Mefford

Finance Director Ruth Graham

FINANCIAL IMPACT: None.

Submitted by:

Approved by:



Ruth Graham, Finance Director

Pat McCourt, City Manager

RESOLUTION NO. 2012-52

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, STATE OF ARIZONA, DESIGNATING AUTHORIZED SIGNATORIES FOR THE CITY OF WILLCOX FINANCIAL ACCOUNTS, PROPERTIES, AFFAIRS, BOOKS AND CORPORATE RECORDS OF THE CITY AND DECLARING AN EMERGENCY TO EXIST

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

WHEREAS, only authorized signatories shall affix her/his/their signature on City checks drawn for debts or expenses and/or on City documents, contracts, resolutions and ordinances for the City of Willcox financial accounts, properties, affairs, books and corporate records to carry-out the duties and financial responsibilities of the City; and

WHEREAS, the Mayor and Council have the authority to designate signatories to affix their signature as may be required and desire to designate the Mayor, Vice-Mayor, City Manager, Finance Director and City Clerk, respectively, all of which are familiar with the financial accounts, properties, affairs, books and corporate records of the City; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the citizens of the City to formally designate duly qualified signatories whose signatures shall constitute authorized genuine official signatures of said City officers.

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

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Willcox, Cochise County, Arizona, that the City formally designates and authorizes the following signatories to affix their signatures on any and all bank signature cards, checks, bank records and other documents as may be required and provided for in this Resolution:

Mayor, _____
Vice-Mayor, _____
City Manager, Patrick McCourt

Finance Director, Ruth E. Graham
City Clerk, Virginia A. Mefford

BE IT FURTHER RESOLVED by the Mayor and Council of the City of Willcox 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, 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 June, 2012.

APPROVED/EXECUTED

MAYOR,

ATTEST:

APPROVED AS TO FORM:

City Clerk, Virginia A. Mefford (or)
City Clerk, Cristina G. Whelan, CMC

City Attorney, Hector M. Figueroa

RESOLUTION NO. 2012-52

JAB 14

**CITY OF WILLCOX
EXECUTIVE SESSION**

AGENDA

MONDAY, JUNE 4, 2012

7:00 p.m.

300 W. REX ALLEN DRIVE

Willcox, Arizona

1. CALL TO ORDER

2. ROLL CALL

**3. CONSIDERATION PURSUANT TO ARIZONA REVISED STATUTES §38-431.03A(3) DISCUSSION
OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR ATTORNEYS OF THE PUBLIC
BODY**

Consideration and/or discussion pursuant to Arizona Revised Statutes §38-431.03(A)(3), as stated relating to consultation for legal advice with the attorney(s) of the public body.

4. ADJOURN

"Mine, Yours, Ours"



NOTICE OF EXECUTIVE SESSION

CITY COUNCIL

In accordance with Resolution No. 370 of the City of Willcox, and Section 38-431.01 of the Arizona Revised Statutes **NOTICE IS HEREBY GIVEN** that the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold an **EXECUTIVE SESSION**, if approved, during the **REGULAR** meeting on **MONDAY**, the **4TH** day of **JUNE** 2012 at **7:00 p.m.**, in the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, Willcox, AZ**

Item for Consideration and Discussion are:

A.R.S. §38.431.03A(3) DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR ATTORNEYS OF THE PUBLIC BODY,
Consideration and/or discussion regarding consultation for legal advice with the Attorney or Attorney's of the public body.

DATED AND POSTED this 31ST day of MAY 2012, at 4:00 P.M.

CITY OF WILLCOX, ARIZONA

/s/ Cristina Garcia Whelan, CMC
City Clerk Cristina Garcia Whelan, CMC

"Mine, Yours, Ours"