

**THE MINUTES OF THE WORK SESSION OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 5th DAY OF MARCH 2012**

Commercial 6.18 is needed. Overhead costs are the finance costs. This was presented in December what this would be considered is 65% residential and 35% Commercial. These are the basic costs. The next chart explained the number of cans; number of pickups; number of accounts and the number of Weeks/months. Commercial 3yd is a similar set up and we use this information to generate rates. The Rates table generates the rates and there are 3-columns on existing rates in place right now. The Solid Waste Fund has automatic Cost of Living adjustment that goes into effect if Mayor and Council do not take any other action. The new proposed FY13 rates are \$54.64 and \$55.46. Because of change from 50-50 now 65-35 we see larger for commercial. The 96 gal accounts \$24.72 and the proposed rate is \$25.44 or 2% which is the recommendation because the 2% of \$24.98 is slightly less. Residential is \$23.49 currently; \$24.17 inflationary rate and we recommended \$23.72 for side yard. The pickup special rate is \$19.85; and \$20.43 recommended yet we recommend \$20.39. Based upon this then generated income will be \$663,787.97 and inflationary \$668,118.05. We need a stream anticipated to pay our bills and contractors. Making long range projections FY12-13 \$669,501 with penalties of \$4,886 and \$593 in Interest Earnings or 1% of Fund Balance. We must consider payments to contractor, overhead and loan repayment and should generate surplus of \$88,066 or 6,000 going into Fund Balance. Are Goals to be able operate for 6-months if should something were to occur. In FY15-16 when pay off the loans. If we allow cost of living to go in to affect or take this recommendation this fund should stay fiscally healthy.

Mr. McCourt reminded Council that last year we had to make major adjustments that Averaged 20% or a 1.19% increase. We must deal with each Fund separately and know that Mayor and Council are concerned on the overall impact on rate payers and will have that in mind as we work through accounts. So, what is impact on final accounts? Council deferred any costs to gas, water and sewer to help offset the 1.19%. Customers look at bottom line instead of each fund and the net increase is below cost of living.

When Mayor and Council are asked to approve the rate structure we will present recommendations and demonstrate what has been shown. Which will allow the approving of the rate charts. Mr. McCourt has had 2-comments that came in on Solid Waste and a gentleman felt they are a low producer and does not feel he should contribute to the system. Mr. McCourt invited him to come and explained to him that we adopted a policy and it has very narrow exceptions and basically everybody contributes. Another comment was received email from another gentleman felt we did not handle the rate structure properly. These rates will be the proposals coming in April and we to have finished the gas, water and sewer too. Mr. McCourt stated he wants to present comprehensive package.

Vice-Mayor asked legal Council if he as a legal comments. Attorney Figueroa responded he hopes he all has 3-pages and not has responded or discussed the matter with other council men. It sites 3-violations which in his opinion are illegal. Starts with Treatment and does not think anyone has done that. He explained that when the Ordinance comes to Mayor and Council followed by , Public Hearing, and anybody can input comments and once the Ordinance is adopted it is adopted. The Council has the authority to adopt Ordinances that are more strict than State Statues. He stated that in several cases our Ordinances are stricter than statue provides. Sometimes individual to do not agree with our Ordinances but have the ability to make these disagreements known during the Public Hearings. He stated that our definitions just tell you what it is i.e. bag of trash it defines a bag of trash. Person has to dump over 300 pounds in order to be charged with that. Not to say shouldn't be concerned but they have to be taken into context as to what it is allegedly is the subject matter. He has copy of each Statute and does not find anything coming near any impropriety.

ADJOURN

Being no further business before the Mayor and Council, Vice-Mayor Cronberg adjourned the Work Session at 6:36 p.m.

TAB 1

THE MINUTES OF THE WORK SESSION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 5th DAY OF MARCH 2012

CALL TO ORDER-Vice Mayor Cronberg on behalf of Mayor Gerald W. Lindsey called the work session meeting to order on Monday, March 5, 2012 at 6:11 p.m. and

ROLL CALL-City Clerk, Cristina Garcia Whelan, CMC, called the roll:

PRESENT

Mayor Gerald W. Lindsey
Vice Mayor Monika Cronberg
Councilman Elwood A. Johnson
Councilman Stephen Klump
Councilman Christopher Donahue
Councilman Bob Irvin

STAFF

City Manager Pat McCourt
City Attorney Hector Figueroa
City Clerk Cristina Garcia Whelan, CMC
Library Director Tom Miner
Finance Director Ruth Graham
Public Services & Works Director Dave Bonner
Development Services Jeff Stoddard

ABSENT

Councilman Bill Holloway

PLEDGE OF ALLEGIANCE TO THE FLAG led by Vice Mayor Cronberg

DECLARATION ON CONFLICT OF INTEREST

No Conflicts were declared.

ADOPTION OF THE AGENDA

MOTION: Councilman Johnson moved to adopt the agenda as presented

SECOND: Councilman Klump seconded the motion - **CARRIED.**

DISCUSSION REGARDING SOLID WASTE RATES

Mr. McCourt began the discussion explaining that we are required to review rate structure each year and act by the end of April. This is part of budget what we will be talking about tonight is Solid Waste Fund. First chart in the packet is the tonnage going into the Transfer Station. As of tonight's meeting there has been 259.31 tons reported for January 2012 going into landfill. Used to estimate total tonnage going into landfill each year and how much we pay we can make estimate of the cost. In FY06 tonnage topped out at 4427.17 and trash tends to follow economy. This year we are looking at over 3300 and next project at 3400 tons. We anticipate seeing some recovery in our economy. Councilman Johnson asked if "The chart is in packets are to track tonnage going to City landfill to make future projections". Manager McCourt replied, yes, take the 3400 tons and tipping fee \$52/ton and broken down by residential and commercial. He stated that last year it was based on a 50-50 and this year breaking it down further and because and 55 because of the introduction of smaller size containers to Commercial or and the 98 gallons to customers. We charge them the same as residential. We can estimate how much commercial tipping and residential and tipping and estimate the total we need to collect for the year. Another component on Solid Waste is we hire outside and part of that contract is cost of living based on cost per individual from Jan - Dec of each year and the change goes in as of July 1. Today the Contractor sent letters for a 2.9% increase which is better than what we had 3%. Impact on residential goes from 9.27 to 9.53; commercial goes from 10.5 to 10-8; 1.5yrd from 4.53 to 4.66; 3 yards 8.36 to 8.60 and Side yard is special for residential that need assistance those rates went from 11.55 to 11.88 and this impact is based on cost of living. Vice-Mayor Cronberg asked if this handout already reflects numbers and Manager McCourt replied "yes" and on the chart they have slightly different new due to new numbers included today. Solid Waste Fund owed the General Fund some money and was set to pay it back in 3 years and currently in the first 3/4 of the 1st year and they have made half of the payments and anticipate they will make payments for the full year. For Residential 1.64 and for

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CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the City Council of the City of Willcox held on the 5th day of March 2012. I further certify that the work session was duly called and held, and that a quorum was present.

Dated this 3rd day of July 2012



Transcribed by Sherry Lynn Van Allen – Human Resources

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2012.

ATTEST:

MAYOR ROBERT A IRVIN
Signed _____

City Clerk Virginia A. Mefford

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
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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)

CALL TO ORDER-Vice Mayor Monika Cronberg on behalf of Mayor Gerald W. Lindsey called the regular meeting to order on Monday, March 5, 2012 at 7:00 p.m. and thanked all for being there.

ROLL CALL-City Clerk, Cristina Garcia Whelan, CMC, called the roll:

PRESENT

Mayor Gerald W. Lindsey
Vice Mayor Monika Cronberg
Councilman Elwood A. Johnson
Councilman Stephen Klump
Councilman Christopher Donahue
Councilman Bob Irvin

STAFF

City Manager Pat McCourt
City Clerk Cristina Garcia Whelan, CMC
Library Director Tom Miner
Public Safety Director Jake Weaver
Finance Director Ruth Graham
Public Services & Works Director Dave Bonner
Development Services Jeff Stoddard

ABSENT

Councilman Bill Holloway

PLEDGE OF ALLEGIANCE TO THE FLAG-Vice Mayor Cronberg.

CALL TO THE PUBLIC

Ms. Shirley Ortega, Dean of Students at Willcox High School (WHS), wanted to address the Mayor and Council and the public present regarding Public Safety in Willcox. At the High School had incident last Thurs and wanted to publicly comment Chief Weaver and his officers and how they handled the situation. Within 3-minutes of a 9-1-1 call they were already in pursuit of person that was the suspect and within 8-minutes they had him in custody. They spend considerable amount of time looking to make sure he was the only person that was threatening our students. To Chief Weaver and to the other Officers wanted to say a "Public Thank You! for what they do." We need them! Knows in budgetary times it can be sometimes difficult you have to balance lots of things. As somebody that works with teenagers and children Ms. Ortega asked Mayor and Council to consider when do make all difficult budgetary choices they do need our Public Safety Officers, they do tremendous job for us and they saved lives on Thursday. They have helped the School with other tragic events that happened. As consider things fill all positions that need to be filled and provide as much as you can for these Public Safety Officers. There is not very many of them and they are doing a very fine job. Thanked Chief Weaver and Officers and for Mayor and Council time. Vice Mayor Cronberg thanked her. **APPLAUSE!**

Ms. Doris Jones, Principal of WHS and has been a High School Administrator for 13 years in two (2) different States, one County in Utah, that she worked with the Sheriff's Department, the Navajo Police, the FBI, and two (2) counties in Arizona plus our local Department of Public Safety. One thing Ms. Jones would like the Mayor and Council to know is how well trained and superior our Officers are to other small town Police Departments. They are trained in such things as how to deal with active shooters, they have made sure on times that it is available and that she has had extra training in such details that they can bring back to the school and create a safer environment. They are some of the highest trained, most efficient officers that she has ever seen not only for small community like ours and also for any community. She would put them up against anyone that she knows and has family an Uncle that was Sheriff and in-laws Highway Patrol; and they are very finely trained. They have SWAT Training and Active Shooter Training and knows that some of these extra thing that they do seems to be costly, however, we had an active shooter at the School and because of their quick response that things were taken care of quickly. It could have been something that could have turned bad quickly but instead they were able to have the perpetrator in custody within a very short time of 8-minutes. They are to be highly commended. Ms. Jones was at the District Office and was a little bit out of the loop and would have preferred to be more in the loop but if it means the safety of the children she would rather not have all the information she needs to know and know that our Officers are doing their job in protecting our community, our children, our schools and the individuals in it. She for one would appreciate if the Mayor and Council would consider these types of events and the events such as the School burning last year when also the Department of Public Safety was involved in that. We are a small community, we are not faceless people, this is community where we know our children and we know

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individuals and everyone counts. Appreciates what Council does and wants to commend Police Department and ask for their continued support when they consider the budgetary needs of our Community. She thanked them very much. **APPLAUSE!**

Mr. Rob Jones, Special Ed Director at Willcox School District, wanted to add on to what has been said already. The Police Department in Willcox was very decisive when this shooting occurred. They locked the schools immediately before even before some of the School Administrators knew what was going on they took the action and protected our students and staff. It was utterly fantastic. Thanked Chief and all his men on fantastic job they did. It was just amazing on what happened. This is a man that fought the fire at the High School about a year ago and he was there 18 hours fighting that fire and shows the kind of character that he has and concern he has for our community. He deserves the best and deserves a full staff Police Force. Thanked Mayor and Council for their time tonight. **APPLAUSE!**

Chase Childers, student of Willcox Middle School, and wanted to say Thanks to the Police Department and everyone that showed up there and not sure who all showed up. And just wanted to say Thanks for getting everyone out of there before anything else could happen. Thank You! **APPLAUSE!**

Vice Mayor stated we have several Officers present both men and women and she too Thanked them for everything they do every single day and appreciates it.

DECLARATION ON CONFLICT OF INTEREST -There was no response from Mayor and Council members or staff.

ADOPTION OF THE AGENDA

MOTION: Councilman Johnson moved to adopt the agenda to remove items #10 and #17-20 relating to Executive Session, at this time.

SECONDED: Councilman Donahue seconded the motion. **DISCUSSION:** None **CARRIED.**

CONSENT AGENDA

Items that are considered to be routine by the City Council will be enacted by one motion without discussion. The consent agenda is a timesaving device and Council members have received documentation on these items for their review prior to the open meeting. Any Councilmember may remove any item from the consent agenda for discussion and a separate vote as deemed necessary. The public may view the documentation relating to the consent agenda 24 hours prior to the meeting at the City Clerk's Office, 101 S. Railroad Avenue, Suite B, Willcox, AZ from 8:30 a.m. to 4:30 p.m. or at the Elsie S. Hogan Library, 100 N. Curtis Avenue during normal working hours Monday-Saturday.

7A. THE MINUTES OF THE REGULAR MEETING OF FEBRUARY 20, 2012

MOTION: Councilman Johnson moved to adopt the Consent Agenda item as presented.

SECONDED: Councilman Klump seconded the motion. **CARRIED.**

PUBLIC HEARINGS, PETITIONS AND COMMUNICATIONS

COMMUNICATIONS: Vice Mayor Cronberg announced there are three (3) candidates running for the March 13, 2012 Primary Election. Candidates are: Earl B. Goolsby, Elwood "Woody" Johnson and William "Bill" Nigh. Polls open at 6:00 a.m. to 7:00 p.m., City Council Chambers, 300 W. Rex Allen Drive. There are no Write In Candidates for the Primary Election.

DISCUSSION/DECISION REGARDING THE REQUEST WAIVING THE REQUIREMENTS FOR INSURANCE AND OTHER FEES FOR THE USE OF THE BALL FIELDS

Vice Mayor Cronberg asked if Mr. Bonner if he had background information. Mr. Bonner explained he received request regarding the use of ball fields for purpose of raising funds for the Skate Park. Initial call to him was to see if could get this on agenda for Parks & Recreation and subsequently called the Vice Mayor. In his Council form it basically states the weekend talking about we already have the fields are already scheduled. At that time does not recall if discussed dates for events. The fields are already booked and Mr. Truschke would have to make arrangements with the people that are currently using these fields. That is the only field, there is only one field out there that can be used right now for softball. The other fields have mounds setup for Middle School Baseball and fields are Keiller Park are not set up for adult softball. They have 200' fence instead of 300' fence.

Vice Mayor Cronberg asked Mr. Bonner to explain why the baseball field with the pitcher mounds that can not be changed quickly. Mr. Bonner explained that it takes day and a half roughly to build that and then it takes cure time for the clay to clear

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out the moisture. The longer it sits there without any type of flooding makes it better when they actually play baseball. They are currently practicing out there for the Middle School. The Vice Mayor asked Mr. Truschke if he had anything to add. He said he was not aware the field being used. Mr. Bonner replied we have Jose Garza has an adult league out there and Middle School scheduled from March 1-20th on Field 2 and then Juniors for Willcox Little League from June-July and early August.

Mr. Truschke verified that Field 1 is for adult league only. Mr. Bonner replied that is correct and if he has made arrangement with them then Council can address the issue as far as waiving the insurance requirement. The Vice Mayor stated need motion to further discuss that item.

MOTION: Councilman Klump moved to approve for discussion the request waiving the requirements for insurance and other fees for the use of the ball fields.

SECONDED: Councilman Donahue seconded the motion. **DISCUSSION:** Councilman Klump stated we usually do not waive the Insurance part. The Council does waive other things and that they waive a lot of fees and almost never the Insurance on something that could be considered hazardous. Vice Mayor Cronberg said that really there are no other fees other than \$50 reservation fee. Given some of the background information on letter they received Mr. Truschke talked about other Cities what they do for fees and insurance and asked Mr. Truschke to clarify to Council and all of us. Mr. Truschke asked what other clarification was needed. The Vice Mayor referred to his letter and read that Mr. Truschke that checking into other cities policies regarding this they vary among each City or Town. Some allow the adults to sign waivers for insurance and charge 50% light fees with no other fees while some don't charge any fees for field use, however, do require the full \$1M insurance and it varies greatly from town to town. When asked if he was looking at towns comparable to Willcox. Mr. Truschke said they are City events, and they are City of Benson, City of Lordsburg, City of Las Cruces, the City of Safford, as well as other areas traveling to as well as City of Tucson. The Vice Mayor asked if most teams carry their own insurance and Mr. Truschke said "no." She asked how this has been done in the past. Mr. Truschke said as far as the league they purchase for the year and this would be outside the league. Insurance would be \$850 for one day and then fees are too high they won't bother to come. Mayor Lindsey asked if looked at availability of insurance through City's program. Mr. Truschke said last time looked at it was "astronomical." Last time it was 'ridiculously priced.'" Mr. Bonner said he personally looked at that for a Softball Tournament and Rodeos and Family Reunion it was \$150.00 and can not say what it would be for a Softball Tournament. Vice Mayor Cronberg said she does have some concerns with the City picking up that liability tab and as Councilman Klump pointed out that is something we do not waive for other kinds of events and not to her knowledge. Obviously the reason Mr. Truschke is doing this is for a very good cause and again if the City picking up the tab for the liability insurance and then we turn around and have to match what ever is donated to the Skate Park because that is the deal we have going right now. It is kind of a double whamming on City side. Basically asking City to waive and then match. Mr. Truschke asked are you worried about double dipping. The Vice Mayor explained he is asking the City to basically provide the insurance and then match your donation what ever it is. Mr. Truschke said waive insurance is part of the dollars to enforce it and that does not make sense to him too. If the cost to the City is \$700 or what his cost is now asked isn't that part of City's expenses as far as matching proceeds on whatever comes in. Vice Mayor replied "no." It is two different things.

Vice Mayor Cronberg asked Counselor for any information? City Attorney Figueroa explained the issue of insurance has come up not only for Rodeo and Quail Park and other activities and the bottom line it has always been the City because we have South West Risk Insurance. Sometimes if we do some things that are contrary to policies what they will do is say it is excluded from coverage. We have not checked that out or asked them. Or if it is available we do not know the price. The City can spend some money if they wanted to support and there again thinks the liability that high for tournament would probably go on some type of history on injuries. The Council could do it without insurance and then City sued as third party and there is no guarantee no one will get hurt or no guarantee get sued. The Vice Mayor said if we go on the statement based on Mr. Truschke research on other communities where some allow about adults to sign waivers and asked if that would be enough protection. Mr. Figueroa replied in certain cases "yes" although there have been cases that indicate that type of waiver is not 100% totally binding. Councilman Klump asked if Mr. Truschke talked to the other adult league if they could be a rider on their insurance. Mr. Truschke said they would have to be the ones throwing the tournament without keeping proceeds for themselves. Vice Mayor Cronberg asked Mr. Truschke if he is absolutely committed for Tournament on March 17th. Mr. Truschke said has 12 teams already and four (4) are from out-of-town with another one from Tucson waiting for phone call. This brings up tough times and can not do 12 teams on one field. Vice Mayor Cronberg said she is sure he can see the difficulty both ways when other organizations do have the fields reserved. Mr. Truschke said it is the City of Benson that actually waives the insurance and gives them 50% discount on the fees if for the purpose of returning it back to the community. The Vice Mayor said since we do not have fees to waive and Mr. Truschke said "utility fees" he is talking about. Mr. Bonner stated we do not have a fee structure for that field. The Vice Mayor said she thinks that is in discussion mode but it hasn't occurred yet with a lot of the fees structure that Park & Recreation has been building. It is different topic and right now there is no active fee schedule and really just talking about liability insurance.

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Councilman Johnson said the dilemma is the liability insurance. He asked staff if we did not contact South West Risk to see if we were to make this decision what would happen to us as the Insured and how long would something like that take because time is of the essence for Mr. Truschke. Mr. Bonner replied he has not spoken to South West Risk. Mr. Truschke said when spoke to them last year. If the City was willing to do the waiver they were willing to do the waiver provided the waivers were given in advance before the tournament. Had to have actual names provided beforehand.

Vice Mayor Cronberg asked for suggested and it is tough and it is good cause and timeframe very short and asked if there has been a response from other organizations that have reserved the use of the fields. Mr. Bonner said Mr. Truschke has said he has spoken to Mr. Garza and he has not spoken to the Willcox Middle School about it. The Vice Mayor asked Mr. Truschke if Mr. Garza is willing to let him have the tournament. Mr. Bonner said his recommendation proposed to the Council is not approve the waiver of the Insurance. He prefers not to have recommendation on Filed 2 to not be disturbed because of time to have it ready and does not know the Middle School schedule is for game play. Or if that would effect games or not and was asked to remove it and staff just built it. Mr. Truschke said he has several tournaments planned and he is known for doing just that. He has a lot of contacts for slow pitch around this State and plans a lot of different tournaments. Three years ago had tournament and it was highly successful. Councilman Klump said the Middle school using because they do not have field? Mr. Bonner said it has to be set up especially for Middle School. The Field 3 at Keiller Park is set up for Little League and it is not setup correctly for Middle School baseball and the High School apparently is not set up correctly for Middle School. Mr. Bonner has talked with Middle Schools and starting sometime in September and this is the first year for them having Middle School baseball and it is not in conjunction with Little League. It would be similar to Junior Little League and once that occurs that mound has to be moved back "x number of feet." In this case we have a field shortage and that is the only field we could come up reasonably available for them to use. Vice Mayor Cronberg said Field 1 is setup for softball and Field 2 is setup for baseball at the Middle School level. Mr. Bonner said that is correct and if have to move it will be moved for Little League when that season comes.

The Vice Mayor stated this is dilemma and not an easy decision. Her greatest concern is timeframe and the liability that has to be addressed with some sort of solid feeling for what they can do and right does not have that solid feeling other than this is not the right time to waive that liability. Mr. Truschke stated this has been voiced several times and he is not one to do any damage or hurt the youth and he is all for that. It is concern to all of them that play over there that they can not throw tournaments because they thought that whole area over there was for the adults. Now they can't throw any tournaments or do anything in excess because only use one field. The City is not willing to work with them and move the mound because and does not want to stop the youth playing over there and need to work on moving the mound. MC that was DB concern was moving the mount and willing to work on another party moving it. DB we already have one person short in that dept and more work and takes one day to remove and another day to have it ready. It has to have some cure time so that we are not out there every day. The Vice Mayor stated that the middle school is hosting other games and we need to look at their schedule. Director Bonner stated he knows the school season is very short and probably will be over in May. Attorney Figueroa suggested if the City had known ahead of time he could have contacted SW Risk and too many unknowns. We should have had a schedule and Mr. Garza did not have concern if we had known that. There are some "ifs" if Gary Truschke is going to plan other tournaments he will need to personally contact SW Risk. If they want a signature ahead of time and South West Risk approves it.

Vice mayor Cronberg stated that pending approval of waiver, pending Garza's ok, pending schedule of Middle School and does that schedule conflict with tournaments Mr. Truschke wants. Her concern is basically looking at work needing to be done this week. Mr. Truschke can cancel this week and play on Saturday. Phil Hogue's schedule states the 27th of March for the first home game and next is 3rd of April. MC then the other tow pending is contact SW Risk if approve our acceptance of Waivers from players; and Mr. Garza. HF DB is in charge of the Parks and asked???? And up to City representative make that recommendation so that he can make recommendation to SW Risk. GT said he would inquire about future tournaments needs so he could inform the City if their risk is going to increase. Councilman Johnson noted other entities will be asking for the same waiver i.e. events downtown. Stating his biggest issue is protecting the City, because even with a signed waiver anyone can still sue anyone, he will be listed and the City will be listed. Not that anything would happen but. There is a lot of uncertainty. MC get definitely answers in place because this is a lot bigger than just a tournament.

Gary Truschke stated he understands their concerns.

Councilman Klump called for the **Vote**: Councilman Klump **Ayes**; Mayor Gerald W. Lindsey, Vice-Mayor Cronberg, Councilman Johnson, Councilman Donahue, & Councilman Irvin **Nayes** – **MOTION FAILED**

AMENDED MOTION: Councilman Johnson moved to approve the waiver provided SW Risk accepts waiver of liability.

AMENDED SECOND: Councilman Klump seconded the amendment. **CARRIED**.

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~~MOTION: moved to the donation of land to the City of Willcox. SECONDED: seconded the motion. DISCUSSION:
CARRIED.~~

DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-11 APPROVING THE SERVICE CONTRACT FOR PURCHASE OF RECREATIONAL AND EDUCATIONAL SERVICES ["SERVICE CONTRACT"] BETWEEN THE CITY OF WILLCOX [CITY] AND WILLCOX AGAINST SUBSTANCE ABUSE ["WASA"] AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION, THE SERVICE CONTRACT AND DECLARING AN EMERGENCY TO EXIST.

MOTION: Councilman Johnson moved to approve Resolution NO. 2012- 11, as stated, regarding the renewal of the WASA contract. **SECONDED** Councilman Klump seconded the motion. **CARRIED.** Sally White said " thank you!"

DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-12 APPROVING AND AUTHORIZING THE CITY TO DRAFT A MEMORANDUM OF UNDERSTANDING ("MOU") WITH THE WILLCOX CHAMBER OF COMMERCE AND AGRICULTURE, A NON-PROFIT CORPORATION, ["CHAMBER"] AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AND EMERGENCY TO EXIST

MOTION: Councilman Johnson moved to approve Resolution NO. 2012-12 as stated, regarding the MOU with the Chamber. **SECONDED:** Councilman Donahue seconded the motion. **CARRIED.**

DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-13 APPROVING AND ADOPTING SUBGRANTEE AGREEMENT 11-AZDOHS-OPSG-888434-01 WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY UNDER OPERATION STONE GARDEN ["OSG"] ON BEHALF OF THE WILLCOX DEPARTMENT OF PUBLIC SAFETY ["WDPS"] FOR THE PURPOSE OF RECEIVING AWARD FUNDS FOR COLLABORATIVE LAW ENFORCEMENT ACTIVITIES AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

MOTION: Councilman Johnson moved to approve Resolution No. 2012-13, as stated, relating to Subgrantee Agreement 11-AZDOHS-OPSG-888434-01 with the Arizona Department of Homeland Security Under Operation Stone Garden.

SECONDED: Councilman Donahue seconded the motion. **CARRIED.**

DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-14 APPROVING AND ADOPTING REVISIONS TO SECTION 209 (SALARY ADMINISTRATION) OF THE WILLCOX EMPLOYEE HANDBOOK FOR THE PURPOSE OF ALLOWING GREATER FLEXIBILITY IN THE ADMINISTRATION OF THE WORK LOAD; REPEALING THE FORMER SECTION 209 IN ITS ENTIRETY; ADOPTING THE REVISED PERSONNEL POLICY; ESTABLISHING THE EFFECTIVE DATE AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

MOTION: Councilman Johnson moved to approve Resolution NO. 2012-14, as presented relating to Revisions to Section 209 (Salary Administration) of the Willcox Employee Handbook.

SECONDED: Councilman Klump seconded the motion. **DISCUSSION:** Councilman Johnson asked if this is allowing different people to begin doing other jobs basically giving one person 3-hats to wear. Director Bonner stated this was recommendation from the Utilities department when they lost the previous meter reader which was at a higher scale than a Utility Worker I and Utility Worker II so anyone able to complete the duties would not be effected. Anybody below that pay scale would be compensated at higher rate and this explains how it would be done. Councilman Johnson asked how we would track Meter Reading within utilities. Would they work on utilities in the morning and read meters later. Director Bonner explained there is a date when they work with accounting as to when they start reading meters. The timesheets are coded to show when a Utility Worker is performing that function. Councilman Johnson stated so we are moving people around to get job done and then compensating them to get the job done? Director Bonner stated that this verbiage would help us and manage accuracy and make the Supervisors responsible for verification. **CARRIED.**

REPORTS BY THE CITY MANAGER PAT MCCOURT

Consideration, discussion, and/or decision regarding the following topics by the City Manager- Absent and Mr. Bonner read the following:

- **Report on City Election** – Primary Election to be held on Tuesday, March 13, 2012.
- **Business After Hours**-with the Chamber Indi Motor Sports, West Airport Road, Tuesday, March 13, 2012 from 5:00p.m-7:00 p.m.
- **Friends of WASA Night**-invitations being sent for the event to be held on Thursday, March 15, 2012 from 6:30 p.m. at the High School/Middle School Cafeteria!

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
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- **First Things First** –In conjunction with *Give Kids a Smile Day*, to help raise awareness of oral health, children's safety and learn about services and programs available in our community. On Saturday, March 17, 2012 from 10 a.m. to 2 p.m. at 480 N. Bisbee Avenue, Gym.
- **Annual League of Arizona Cities & Towns**- Save the date for the 2012 League Annual Conference. It will be held August 28-31, 2012 at the Hyatt Regency Scottsdale at Gainey Ranch. More information to follow as it comes in. It is up to M&C if ready to attend and not sure if staff will be going this year.
- **Reminder Work Sessions**-on off regular meeting nights will be held at 6:30 p.m. instead of 6:00 p.m.
- **Date for rate hearing on the Gas Fund**-next is day before election and can not use the room. A date needs to be set for the rate hearing on the Gas Fund. MC need to find date following week. DB on the 19th would be water because Gas needs more time. MC wants to revisit that at another time. Mr. McCourt has suggested Saturday. No work session next week. The following week is the 26th and could be held at that time and probably have to shift. RI may have to take 2-mtgs to cover that one. MC agreed and probably easier to process information.
- **Budget Revised Calendar**-the Calendar has been revised as of 02-29-2012 please review dates.
- **Library Report**- Tore library last week and this week putting it back together as part of the carept replacement. Thanked DB and his crew in getting it done. It was very intense week and half and hope to move in Thursday.
- **May 24th Nat'l Weather service**- how to recognize systems.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS.

Mayor Lindsey reported that hard part is behind him. The results are good from Chemo and with the problem with the mass in his sinuses going up to cranial area. He has undergone 10 days of radiation. Thinks knows about what it is like to be put in a microwave. It is good to be here and sorry he could not quite make it at the last meeting. Prognosis is good. He stated the Marty Robbins Tribute Saturday night was a very good program not too many locals and had lots from out of town. The show was very well done. Does not want to take any thunder from Chief but added and we also had other law enforcement involved in that procedure and it is through training and cooperation Chief has with others that made it possible to respond to the school so quickly.

Councilman Johnson stated it is good to see "Sam" here and that he lost his sister and knows what she went through and it is good to have him here. To Chief we need to be sure Public Safety are staffed. He has received calls stating we lost one officer to County and one is in training and another to an out of state force and recently lost a Detective. We need to look at that in Executive Session and thanked Chief for what he has done.

Councilman Irvin stated that an excellent job was done by the WPD and it is nice to have the Mayor back.

Councilman Donahue echoed that the school incident was well handled by the Police Department and testament to our size to have professional force and do their best.

Vice-Mayor Cronberg echoed all of the above and that she is very happy to have the Mayor sitting here this evening and thanked DPS, Law Enforcement, Fire Department for handling the on fire on Soto Street last Wednesday. She is specially proud to say these are our people and they take care of us and she is really proud and appreciative in so many ways, They demonstrate professionalism and concern and said "Thank You very Much"

Items 17 – 20 was removed from Agenda by motion at Adoption of Agenda.

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

~~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.~~

RECESS TO EXECUTIVE SESSION, IF APPROVED

RECONVENE FROM EXECUTIVE SESSION

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~~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 relating to advice from City Attorney.~~

ADJOURN

Being no further business before the Mayor and Council, Mayor Lindsey adjourned the Work Session at 8:00 p.m.

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the City Council of the City of Willcox held on the 5th day of March 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 3rd day of July 2012



Transcribed by Sherry Lynn Van Allen – Human Resources

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2012.

MAYOR ROBERT A IRVIN

Signed _____

ATTEST:

City Clerk Virginia A. Mefford

**THE MINUTES OF THE WORK SESSION OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
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CALL TO ORDER- Mayor Sam Lindsey called the work session meeting to order on Monday, March 19, 2012 at 6:03 p.m. and welcomed everyone in attendance

ROLL CALL-Recording Secretary Sherry Van Allen, called the roll:

PRESENT

Mayor Gerald W. Lindsey
Councilman Elwood A. Johnson
Councilman Stephen Klump – arrived 6:10 pm
Councilman Christopher Donahue
Councilman Bob Irvin

STAFF

City Manager Pat McCourt
Recording Secretary Sherry Van Allen
City Clerk Cristina Garcia Whelan –arrived 6:35 pm
Finance Director Ruth Graham
Library Director Tom Miner
Public Services & Works Director Dave Bonner
Human Resources Sherry Lynn Van Allen
Development Services Jeff Stoddard

ABSENT

Vice Chairman Monika Cronberg – Excused
Councilman Bill Holloway

PLEDGE OF ALLEGIANCE TO THE FLAG lead by Mayor Lindsey

DECLARATION ON CONFLICT OF INTEREST

None Declared

ADOPTION OF THE AGENDA

The Council will at this time either adopt the agenda as presented by the City Clerk 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.

MOTION: Councilman Johnson moved to adopt the agenda as presented.

SECONDED: Councilman Donahue seconded the motion. **DISCUSSION:** None **CARRIED.**

DISCUSSION REGARDING THE SEWER MULTIYEAR PROJECTIONS AND RATE CHANGE FOR FY 13 – 14.

City Manager McCourt addressed the council concerning the summary sheet used for all departments within the budget. He went over in detail the explanation of the spreadsheet explaining the revenues and expenses and how they wash each other out during the budget project. Mr. McCourt pointed out the handout memo on the dais Budget Actual Expenses and Cash Projections.

Manager McCourt explained actual cash projections totaling \$556,000 under projected expenses and detailed the contingency fund that has been built into. Mr. McCourt explained the structure of the Sewer rate handout that was passed out in the dais. He explained the accrued fees paid by the consumer accounts that are paid on an estimated sewer usage. Mr. McCourt explained how the sewer rates are determined for City residents.

Mr. McCourt then explained the Sewer Fund projection sheet included in the work session packet in the council packet. He explained the revenues that are projected for income. He then detailed the expenses on the same work sheet. He discussed moving the operating capital to an additional column. For the purpose of the projecting he has assumed that they will set aside a certain amount for operating costs. Large changes are between FY13 and FY14 it jumps from 72K to 300K because of anticipation for costs associated with the Waste water treatment Plant. He assumes that 5 million may need to be raised by a bond. 300k is associated with debit service. Grants are currently being pursued by USDA and BECC.

11/12 then FY12/13 include a 4% increase to sewer rates.

FY18-19 run out of money! That is few yrs out lots of assumptions and biggest is \$5M or grants. Being conservative on rate increases but how much and how fast becomes the question. Manager McCourt has been told that if we need Grant and Loan

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Money of \$10,000 and this is determined based on Sewer Rates. We know have to raise them and either USDA or BECC will look to see how much they will give us. Maybe should be doing 5% instead of 4% with "maybe" a chance to increase the Fund and Bond.

However, we still run into budgetary situations but it is further out i.e. FY18-19. That is item for Mayor and Council to consider. If we chose to do nothing an automatic cost of living at 3% and in his opinion it is not sufficient. Understands that customer gets the bill do not look at sewer, water, solid waste, and gas and how is this going to effect me. Referring to the Comparison Chart the figures are all projections and based on everything looking at projections include 5% and looked at July Sept & Dec bills and assume everything remains constant. All stays the same and the amount we pay for gas. What is the impact on recommendation taking to Council. For Residential with 5% they would have 1.0006 of an increase or 38 cents over those three months. Then looked at small commercial and did the same thing and 1.0085 or \$5.85 increase over those 3-months. We looked at Large Commercial ended up with small decrease and will bring those recommendations next Monday dealing with water and gas. Another Commercial option with 3% includes and one more Commercial 3% increase overall. Another chart has sewer at 4% and there is difference in that all are "a wee bit" lower. Projection assuming 5% change and fund balance doing okay but decreases once increases come in FY15-16. Also no dramatic changes in Operating System and recommends saving the money because we are going to need it in sewer to take care of Capital equipment and strongly recommends that and Licensing Fees and that money goes to General Fund. We will see that should bring us out of our deficit.

Mr. John Bowen, Utilities Supervisor, addressed Capital Improvements as well as the balance of this year's budget. This year our budget was \$685,000, we have 1300 sewer connections, 9 months is 75% of year and we have received \$685,000 revenue; \$482,515 or 70.4% we are a little bit behind projections. Budget spending is also low with personnel \$176,400 or \$116.9 or 66% of the budget.

Operating expenses \$303,700 to date \$710,440 spent. Reason our budget for salaries is due to lower salaries, people leave left within the past year and replaced by newer people paying less money, operating expenses within sewer system there are contingency i.e. sewer blockage or situation equipment that failed with pumps. Need to rebuild 2-lift stations. Under Consent Order with ADEQ and have to do the best we can and produce the best water with the system we have. We have pretty good quality of water. Still have lots of things that need to be done. Every year \$6,000 to test twice a year at Cochise Lake make sure effluent is healthful for animals. Tests have been passed.

Our Consent order is a direct result of the problem is that the lake's PH is too high. We are Under Notice of Violation resulting in testing that is normally done annually went to 6 months and now those 6 months went to 3 months due to Consent Order. Once the City is no longer under the restrictions we can then revert back to original testing.

Mr. Bowen explained that there are two full time persons and 3 1/3 persons including him, Linda and Ray Osornio. Mr. Bowen believes the department is very healthy and within that projected budget. They have not done some things however, they are going to rebuild Wood Street Lift Station and in budget and when it was installed it was state of the art equipment and since that time no longer make that pump. Found pump that will fit into that and built before end of fiscal year. The other near Carter's and Railroad Avenue having problem with one pump yet the other is working well. Transfer of finances basically 65% of what was budgeted has been transferred to Administrative Service principle & interest. This went to truck purchases and the balance of that is allocated for Caselle for billing.

Capital Improvements are \$25,000 to improve Wood Street Lift and may not be enough and rolled it into next fiscal year. Revenue is over Expenses and he thinks we will finish the year good.

Small equip purchase looking to get GPS locator to find all utilities. Two pieces mini-excavator and will benefit the town when arriving because digging with buckets and the back hole are difficult because there is not room in most alley's. With mini can rotate and dig it or as go down the alley. They are quick and very mobile for small areas or \$66,000 including 12' bucket and 18" bucket to tamper including the trailer in the expense. Railroad Ave crosses under Railroad track basically on Grant and another at Wood Street and RR at Haskell or about \$8,000 a piece. Railroad Ave Lift Station takes in all of Casas Lindas to the West and Maley South and then to Grant and crosses. With next budget year replace Wood Street West of Haskell which takes everything from Magic Circle, under interstate, and Hooker Drive behind Safeway everything meets at same manhole at

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Sierra Lumber. Factored in oxidation ditch sludge \$10,000 and thinks that is what they have for next years budget and where they stand on the balance of this year.

City Manager McCourt is not proposing any changes to operation and need to plan for Contingencies i.e. if pumps fail that is why cash projections different from what is presented. We are all conscience of budget and consistently under spending of the budget.

Mr. McCourt stated that concludes the presentation and next Monday, March 26, 2012 it will be the same type of presentation for the Gas and Water. The Gas System is complex and Water is very similar to Sewer. He hopes all can be in attendance and bring recommendations to Mayor and Council to see if they are acceptable.

ADJOURN

Being no further business before the Mayor and Council, Mayor Lindsey adjourned the Work Session at 6:46 p.m.

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the City Council of the City of Willcox held on the 19th day of March 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 2ND day of July 2012


Recording Secretary, Sherry Lynn Van Allen

PASSED, APPROVED AND ADOPTED this _____ day of July 2012.

MAYOR ROBERT A IRVIN
Signed _____

ATTEST:

City Clerk Virginia A. Mefford

**THE MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND
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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)

CALL TO ORDER- Mayor Gerald W. Lindsey called the regular meeting to order on Monday, March 19, 2012 at 7:00 p.m. He stated he is glad to see everyone and he is very happy to be here this evening.

ROLL CALL- City Clerk, Cristina Garcia Whelan, CMC, called the roll:

PRESENT

Mayor Gerald W. Lindsey
Councilman Elwood A. Johnson
Councilman Stephen Klump
Councilman Christopher Donahue
Councilman Bob Irvin

STAFF

City Manager Pat McCourt
City Clerk Cristina Garcia Whelan, CMC
Library Director Tom Miner
Public Safety Director Jake Weaver
Finance Director Ruth Graham
Public Services & Works Director Dave Bonner
Development Services Jeff Stoddard

ABSENT

Vice Mayor Monika Cronberg
Councilman Bill Holloway

PLEDGE OF ALLEGIANCE TO THE FLAG- Mayor Lindsey.

CALL TO THE PUBLIC-There was no response from the public present.

DECLARATION ON CONFLICT OF INTEREST-There was no response from the Mayor and Council members or staff.

ADOPTION OF THE AGENDA

MOTION: Councilman Johnson moved to adopt the agenda and to remove items #16-19 relating to Executive Session.

SECONDED: Councilman Klump seconded the motion. **CARRIED.**

CONSENT AGENDA

Items that are considered to be routine by the City Council will be enacted by one motion without discussion. The consent agenda is a timesaving device and Council members have received documentation on these items for their review prior to the open meeting. Any Councilmember may remove any item from the consent agenda for discussion and a separate vote as deemed necessary. The public may view the documentation relating to the consent agenda 24 hours prior to the meeting at the City Clerk's Office, 101 S. Railroad Avenue, Suite B, Willcox, AZ from 8:30 a.m. to 4:30 p.m. or at the Elsie S. Hogan Library, 100 N. Curtis Avenue during normal working hours Monday-Saturday.

THE MINUTES OF THE WORK SESSION FEBRUARY 20, 2012; REGULAR MEETING OF FEBRUARY 6th, 2012

ACCEPT FUNDS DONATED TO HUMANE SHELTER

MOTION: Councilman Johnson moved to adopt the Consent Agenda items.

SECONDED: Councilman Klump seconded the motion. **CARRIED.**

PUBLIC HEARINGS, PETITIONS AND COMMUNICATIONS

Public Hearing: The Mayor and Council will hold a Public Hearing on Monday, April 2, 2012 at 7:00 p.m., City Council Chambers, 300 W. Rex Allen Drive, to discuss the potential projects. (See attached for Ad and project names and descriptions.)

COMMUNICATIONS: Results of Primary Election: there were three (3) candidates running for the March 13, 2012 Primary Election; Earl B. Goolsby, 174; Elwood "Woody" Johnson 187; and William "Bill" Nigh 119. There was No Official Write In Candidates for the Primary Election.

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PRESENTATION BY CHIEF WEAVER TO MAYOR AND COUNCIL, REGARDING NIXLE INTERCONNECT PROGRAM

Chief Jake Weaver addressed the Mayor and Council and presentation he stated tonight is to give him the opportunity to introduce to all a program, Department of Public Safety, called Nixle. It is interconnected web based program and allows Department of Public Safety to send mass information message out to the public: via text message, internet or web based. The program is free and it does not cost the City or Department of Public Safety to participate in. It is used by over 4,600 various other Law Enforcement Agencies. Power Point presented and explained further in detail.

Nixle is partnered with Verisign for the fastest distribution. Protected by 99.9999% of up time and security Nixle service has run over 2-years in production with no failures or security compromises. When messages sent out to public it is secure data base must be authenticated, passwords before send message to public. The City was enrolled in the program on February 6, 2012 and due to technical glitches on the companies end we were not able to use that on March 1st and would have been very handy to send out information about what happened at the School. The company technical support contacted and they apologized and it was their fault and went back and corrected the problem. They have sent out 6-test messages since March 1st. People on program for test subject have received all the messages.

Identity certification users can trust to send their identities or means that no one can hack into their system or the Police Departments to send out bogus message. Currently the Chief is the only Administrator with Passwords only known to him and later on will add more Administrators with individual Passwords so that they can log into the system via Internet from Police Department or web based phone at the scene and send out information to the people that are signed up for the program. Nixle is the first Identity Certified and Secure Communication service that allows local, State and Federal agencies to connect in real time, text message, and email and over the web. The Chief has personally spoken to several agencies across the State of Arizona that have been on the program for 2-years and said it has been very beneficial and have had no problems. Geographic Targeting-Government citizens' notification at any point or address with desired radius and miles outward, Police and political jurisdiction or any building or block can be targeted. Willcox has encompassed the zip code of 85643 instead of trying to limit to City Limits anybody that has zip code 85643 whether they be Kansas Settlement, Bonita area wherever that radius is that area for that zip code once they sign up they will be notified if we send out any alert message sent. Once sent it usually takes about 10 seconds before it comes across and they get notified by text or email account should they choose to sign up on email. Other features is message priority levels, alert, community and advisory and the host agency which is our Department can choose if this is Alert, which is higher priority, or target certain groups in the community i.e. there is no Fire Works because of fire danger, or announce to come on down to whatever festival on Railroad Avenue for this week, or it has been postponed if something has happened and can target those sub groups. National Alert Integration, ability to tap in with different organizations i.e. NOAA or NAVTEQ weather alerts and other information where they can use the weather alerts and things of that nature and we can turn right around and send them out to the public as well and it will come across on their phone or home computer.

Functionally across Platform Distribution select key word you want to send message to and select user group and they can be send them by computers or mobile phone i.e. Blackberry device or iphone, or anything that has capability to use the web or internet. Message can be sent by the Administrator from that device. All they do is log into Nixle and go to our agency account, authenticate with our passwords established with the company and brings up our menu and we can choose from our subgroups and send the message out. It does not have to be sent from at computer at the Police Department. Message can be sent from the scene by person authorized to do that. Nixle Publishing Tools to segment marketing campaign the PD will not get too involved in. Customer can receive message either by text message on phone, email or web page login into Nixle.com. Government Citizens Notification example of what message would look like is Police Department would send out advisory for missing at risk senior with Alzheimer, gives persons name, physical description and last known location. Message sent out and comes across as text body. It is valuable because we have had Senior citizens and other people with mental conditions, Alzheimer or Paranoid Schizophrenic, that have walked away from care centers or home and we are limited as everyone is aware of communication capability in our Community. The Range News put items on internet and Valley Telecom does great job and the Radio Station. And Tucson media we can send press releases and notifications. This will enable us for the people locally that sign up free of charge that we can send messages out to them almost instantaneously and update as rapidly as we possibly can. Registration process is very simple, take phone text message your zip code 85643 to 888777 and send. You will get a response back from Nixle saying "Congratulations you are enrolled" and couple of steps and it can be done in a matter of seconds and once completed you will receive notification from Police Department. Company has been around 5 years and no problems with hacking. Only cost by user depends on data plan. Again there are over 4,600 agencies in 50 states and major police departments, state agencies as well as Federal that are using this program. The Nixle

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Infrastructure and Inlets Strategic partnership helps and brand is leader in this field. Inlets the National Law Enforcement Telecommunication System and it's utilized by law enforcement all across the country. Inlets will assist those National and International government agencies, and other organizations with similar missions that enforce or aid to enforce International, National or State laws and ordinances. Tier One Data Centers which allow inscriptive data to be deployed and it is geo dispersed along with on-site and off-site backups, data security and integrity and redundant fault tolerate and false service technology and audited practices. It has been around for 5-years and no problem with security or hacking or other issues with sites going down.

It does not cost the agency or the City to sign up and utilize it and only cost that may be incurred by the user depends on the data plan for individual phone. The City will not reimburse the people if they get text message and goes over to their data. The Chief thinks it is a good plan, a lot of other agencies using, and allows us to get message out in a timely manner to the people that we serve. Chief Weaver thanked Mayor and Council for their time.

DISCUSSION/DECISION REGARDING UPDATE ON CATHOLIC COMMUNITY SERVICES AND SPONSOR- A-SENIOR PROGRAM

Ms. Leisa Cotten, Director of the Senior Nutrition Program for Catholic Community Services (CCS), thanked and addressed the Mayor and Council Program provides Senior Meals to Senior citizens that are in need in all of Cochise County except Bisbee and Douglas. Currently they are providing meals to approximately 120 Meals to individuals throughout our area. Funding sources are SEAGO through Older American's Act, anything that Senior Citizens can provide which for years have been zero cents and Fund Raising. Done that in the past and last year did not have to come to Willcox Mayor and Council and discuss anything. They had unexpected private donations from individuals from the Benson area and was enough she did not have to reach out to Willcox Area. This past year they unexpectedly had loss of funding of \$40,000 from two (2) different sources. They had put a budget together based on past history, and number of clients awarded or given to them to provide services for and that did not materialize which had an affect on the budget. Also some expenditures including food went sky high. The short fall is \$40,000.00. In July turned in \$15,100 that amount was told to her that they needed to raise They did that with Golf Tournament in Benson and funds were turned into CCS in July and in the month of November there was a shortfall at that particular time of \$5,000, and once again she reached out to people she knows because she knew she needed to do something very quickly. There was a private individual that came in with \$5,000 and turned that in on November 30th. In January 2012 went to Tucson and reviewed budget and they had put together a plan that was equal to what they had just seen in July and December and reflected a repeat of \$20,000 shortfall. Ms. Cotton is trying to do everything that she can possibly think of how to balance before end of June equivalent to \$20,000.00. There budget starts over July 1 to June 30, 2013 those 12 months will be seeing the \$40,000 shortfall again. For the first time she said to CCS if they are expecting her to be able to try to find \$40,000 in fund raising that is practically and impossibility. It was very difficult to raise \$15,000 and saw no way she could commit the staff and volunteers in raising the \$40,000.00. Then she was told she needed to do lay off and kept one full time and one 20 hour person and immediately started to seek out volunteers and she is doing the training. To date have 40 daily volunteers that help them by driving and delivering meals, packing up the side dishes, cleaning up the 2-nutrition sites. The only congregate sites open are in Sierra Vista and Benson. They were unable to keep the other sites due to funding changes that occurred in years past. She immediately started training all different volunteers to do different jobs and as of the end of January. Right now, they are at approximately 40 that they use for the week on a daily basis. She knew layoff would not be enough and had to brainstorm and come up with a plan. She had thought of this Sponsor a Senior and did not push because able to raise the money another way. On February 1st made decision to go to City Council in Benson, Sierra Vista, and Willcox and ask for their support not in funding because realizes their budget could not withstand that. What would be a huge help her is to get the word out to talk to civic clubs, church members or private individuals. They have set goal of 250 Sponsorships in each of the communities at \$25 for a one year sponsorship. If anyone would like to Sponsor a Senior it is \$25 and hopefully all the Council members and staff can help her find through Civic Clubs or Church's or anybody they know to get the word out to find 250 Sponsorships in the Willcox area. Another thing had to do asking 250 Sponsorship in Willcox, Benson and Sierra Vista area. Put all those together materialize about half of the money that was needed. In the 24 years she has been doing this and to send out letters to those receiving home meals strongly encouraging them to offer a \$20/month contribution for the meals they receive. That is about 91 cents for the meal, salad, dessert, the milk and delivered to their door. For some of these participants that is a lot of money. Went ahead and did as instructed to send out letters to all participants. There are handful of participants who are being covered at 100% through government source and very small percentage and those participants can not be asked for contribution. It is very difficult to ask somebody for monies when you walk into their homes and handing them the food and they know their circumstances. She asked if they could all please help her by giving word out to anybody and everybody they know about this \$25/year sponsorship and hopefully they can meet the \$250 Sponsorship Goal in the Willcox area.

Paul Sheats asked how many local meals delivered. Ms. Cotton replied they recently changed the delivery system in the Willcox area they were able to come over here one time a week and now going to all the sites once every two (2) weeks and

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offering 10 meals per person. When they say Willcox they mean Willcox, Bowie, San Simon and Kansas Settlement area and all called Willcox so that drivers understand. In this particular area they are now down to 28 people. At one time were doing over 700 in Cochise County and now down now to around 120 and about 40 people on the waiting list. In the Sunsites-Sunizona area they have 10 individuals right now. If include those with Willcox area that is the number of people getting meals. Ms. Cotton asked if anyone had any questions or suggestions, ideas or solutions they might think of to help keep this program available to those individuals. Mr. Jeff Stoddard, Development Services, asked if have a Facebook because that is the best way to get the word out. Ms. Cotton replied CCS does not have a Facebook account and will talk to them about that to get the word out.

Mayor Lindsey said he and Ms. Cotton have talked a number of times about feeding programs for Willcox in particular the Senior Center. We were not able to come up with anything and this would just add to your burdens. Ms. Cotton is sorry they were not able to help in that aspect and maybe someday. She is very optimistic and doesn't give up until down under. There are a couple of individuals in Willcox area, private citizens and unable to share names, who have been extremely generous and in November one of our citizens sent a \$500 check and that individual does not receive meals. Ms. Cotton wanted to say there are people in the Willcox area who are supportive and people in the area supportive of the Golf Tournaments and do send checks on behalf of other people that do get the meals. Thanked the Mayor and Council for their time.

City Attorney Figueroa said on behalf of he and his wife they will commit to Sponsorship of \$1,250.00. Ms. Cotton said she is "so surprised she doesn't know what to say because that doesn't ever happen" and said "Thank you sir, thank you so very much and appreciate it. Thank You." Mr. Figueroa stated he has been hungry once or twice as a kid. Ms. Cotton said, "thank you for his generosity and appreciate it very much."

MOTION: Mayor Lindsey moved that as a Council support CCS in their Nutrition Program and that they offer their assistance in any way that they can, other than monetary.

SECONDED: Councilman Johnson seconded the motion. **DISCUSSION:** Ms. Cotton thanked them and appreciates it very much. She said if they know of individual they are concerned with she asked the Case Managers if they are still taking names although they are limited and "yes" they are doing something different as what was done in the past. They do have a waiting list and used to be person at the top of the list was next to get meals and now they look at the circumstances of all those on the list i.e. 40 and whomever is in the greatest of need and they might be 22 and actually they are the very next to one to get the service. **CARRIED.**

DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-15 DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON MARCH 13, 2012

MOTION: Councilman Klump moved to approve Resolution NO. 2012-15 Declaring and Adopting the Results of the Primary Election held on Tuesday, March 13, 2012.

SECONDED: Councilman Irvin seconded the motion. **CARRIED.** (City Clerk Cristina Garcia Whelan, CMC, presents Certificate of Election to Elwood "Woody" Johnson (Earl B. Goolsby was not present) and Certificate of Nomination to William "Bill" Nigh.)

DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-16 APPROVING AND AWARDED THE CONTRACT TO CASELLE ("CONTRACTOR") UNDER OPTION 1 FOR THE PURCHASE OF THE CASELLE CLARITY SOFTWARE PACKAGE AND ANNUAL SUPPORT AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

Finance Director Ruth Graham stated we have used Caselle for approximately 20 yrs. System covers most of the software including Cemetery, and the staffs are very comfortable with the program. They are phasing out the current Caselle program that we use. Communities that have been talked to really like the Clarity program. If we do nothing as of January 1st 2013, the Cost \$19,300 for support to allow us to obtain the Clarity upgrade and price will go up immediately. Did go out and looked at others and Black Mount looked wonderfully, support strong, lots of products we could use but price comparison in 5-yrs compared to Caselle \$72,000. Caselle would be \$124,870 over 5-yrs. Also included in Clarity is the Service Order Module which we do on paper and fax and with this electronic we will be able to have real time. When a Customer calls again we have a history. We must pay half upfront and the remainder at implementation in approximately 6-months. Councilman Johnson asked if this budgeted. Director Graham said Utilities \$8,100 or \$35,800 to purchase computers with higher power and they are in use or \$22,623 for this year and need \$13,948 for the down payment.

MOTION: Councilman Irvin moved to adopt Resolution NO. 2012-16, as stated relating to purchase of the Caselle Clarity Software Package and annual support.

SECONDED: Councilman Donahue seconded the motion. **DISCUSSION:** Mayor Lindsey asked about recently purchased computers. Director Graham said originally 8-computers have been purchased and they are in place. **CARRIED**

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DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-17 APPROVING AND ADOPTING THE CITY OF WILLCOX 457(b) PLAN OFFERED THROUGH THE HARTFORD AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

MOTION: Councilman Donahue moved to approve Resolution NO. 2012-17, as stated, relating to 457(b) Plan offered through the Hartford.

SECONDED: Councilman Klump seconded the motion. **DISCUSSION:** Director Graham stated when came to Mayor and Council to approve the SAFE Program in November and Tammy Paquette, Edward Jones, Lord Abbott since 2004 was very expensive. There was a 4% fee we didn't know about. The law changed and Lord Abbott notified us have to pay \$250 and moved up need to another plan a of Feb 1 and employee's and have additional investment choices. They can keep LA investments. All of this is employee money and not matched by the City. **CARRIED**

REPORTS BY THE CITY MANAGER PAT MCCOURT

Consideration, discussion, and/or decision regarding the following topics by the City Manager:

- **Report on City Election** – City will be holding General Election on Tuesday, May 15, 2012 for one (1) position. Nomination papers from write-in candidates are due Thursday, April 5, 2012 to the City Clerk's Office. Those Official write in names will not appear on ballot.
- **League Arizona Cities & Towns** –Annual Convention beginning on August 28 to August 31, 2012 which gives plenty of time if Mayor and Council to look ahead and plan and if they are able to attend.
- **Library Update-** (no report given.)
- **Report City Spring Clean Up April 28, 2012**-scheduled for the last Saturday in April.
- **Report/Update on Mascot Train** –The Mascot Car down by City Hall quite a bit has been painted yellow again this past weekend. Have Volunteer who reconstructed the large sliding doors and is wearing purple sweater tonight (John Cropper).
- **Mayor/Managers Luncheon in Huachuca City**-It is this Thursday in Huachuca City and we have two (2) people scheduled to attend and if it fits your schedule please let City Clerk know so that they can go in one car.
- **New Trucks-** have purchased and have arrived and 2-are upfront for review.
- **Next Monday at 6:30 Budget Work Shop**-encouraged Mayor and Council to update calendar and will be discussing the Water and Gas Fund and both are Enterprise Funds.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS.

Councilman Irvin stated that in January the Planning & Zoning brought to the Council Title 11 and they have not seen it since. Thinks they need to pursue this and get it on the agenda and get this approved. On his street alone there is one resident that has two (2) motor homes parked in their front yard. If they pass this Title 11 Mr. Stoddard has job to do and "gives him some teeth to do it" and wants to see this brought before the Council for approval.

Councilman Klump stated his congratulations to those elected and "good luck to Mr. Nigh" in a month or two.

Councilman Johnson "Thank you for the condolences and to the others" and this is his third term. Several citizens brought up in the last week or two and in the past discussed parking lot at the pool, as far as chip seal, maybe paving or rock or something. Motorist driving through are creating dust to the residents that live across the street. It has been brought to him again and thinks looked at that a couple of years ago and worked on the drainage behind it and if we can bring that back to see where we are at now.

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

~~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.~~

~~RECESS TO EXECUTIVE SESSION, IF APPROVED~~

~~RECONVENE FROM EXECUTIVE SESSION~~

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 relating to~~

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advice from City Attorney.

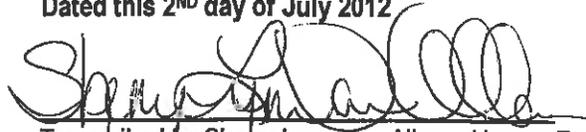
ADJOURN

Being no further business before the mayor and Council of the City of Willcox, Mayor Lindsey adjourned the meeting at 7:48 p.m.

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the City Council of the City of Willcox held on the 19th day of March 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 2ND day of July 2012


Transcribed by Sherry Lynn Van Allen – Human Resources

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2012.

MAYOR ROBERT A IRVIN
Signed _____

ATTEST:

City Clerk Virginia A. Mefford

**THE MINUTES OF THE WORK SESSION OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
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CALL TO ORDER-Vice Mayor Monika Cronberg called the work session meeting to order on Monday, March 26, 2012 at 6:34 p.m. and we did not have a quorum. Mayor Lindsey came and not feeling well and was taken home by Councilman Irvin and Councilman Elect Earl B. Goolsby. The Vice Mayor called the work session to order at 6:35 p.m. and welcomed everybody.

ROLL CALL-City Clerk Cristina Garcia Whelan, CMC, called the roll:

PRESENT

Vice Mayor Monika Cronberg
Councilman Elwood A. Johnson
Councilman Stephen Klump
Councilman Christopher Donahue
Councilman Bill Holloway
Councilman Bob Irvin-6:42 p.m.

STAFF

City Manager Pat McCourt
City Clerk Cristina Garcia Whelan, CMC
Library Director Tom Miner
Finance Director Ruth Graham
Public Services & Works Director Dave Bonner
Development Services Jeff Stoddard

ABSENT

Mayor Gerald W. Lindsey

PLEDGE OF ALLEGIANCE TO THE FLAG-Vice Mayor Cronberg.

DECLARATION ON CONFLICT OF INTEREST-There was no response from the Vice Mayor, Council members or staff.

ADOPTION OF THE AGENDA

MOTION: Councilman Johnson moved to adopt the agenda as presented. **SECONDED:** Councilman Donahue seconded the motion. **CARRIED.**

DISCUSSION REGARDING WATER AND GAS RATES

Mr. McCourt provided in memo form. He stated that tonight's session will be looking at 2-Enterprise Funds the Gas and Water Enterprise Fund. **They are** operated similar to private industries where the users pay for services rendered. Items adopted in the City Code state that by April of each year that all rates have to be reviewed by Mayor and Council and if they want to make any changes they must do it by majority vote. If the Mayor and Council choose not to make any decision automatically a cost of Living increase will be applied to the existing rates.

The Gas Operations has cost of the product to get it delivered to community. We have a charge that exactly covers that amount every month. We have cost of product built into our rates. Gas prices jump up and down a lot. Over short term relative fixed supply of gas. When cold winter demand goes up and so does price. When warmer to elevate the higher prices that we must pay we Sport Market buy for the future and these purchases are brought to Mayor and Council periodically to discuss. We do not buy 100% of estimated winter supply and if we were have a warm winter we would have to pay the higher rate for that regardless. If a remainder of gas is needed other than what is contracted then it is bought through Spot Market.

Component of Gas which is fixed, labor, supplies, meters, replacing pipes and to cover that we have a fixed fee and a variable fee we charge in addition to the fee that goes up and down. Fixed Fee is \$11.01 for each meter regardless of the size. Easy to calculate due to number of customers times 12 months and have estimate of income. The other source is more difficult we charge rate on 1,000 cu ft and a little bit extra for those out of town and do not get cost of living charge and remains 6.44 per cu ft on top of base rate and that rate is subject to cost of living. The sale of gas goes high then low depending on if we have a cold or warm winter. If the winter is cold we buy more and sell more and we make more money. Warm winter sell less and receive less income. On average winter are we bringing in enough on fixed cost and cubic feet to pay for cost of operations.

Pat referred to chart of MCF sold from 2007 to 2012 and from 94,536 to 85,025. How much from fixed fee (11.01/meter) we know the number of customers essentially stays constant. Predict \$191,310 from fixed fee each year. From Common day Fee use MCF x 3.28 or \$281,539.00. Average is \$287,646 because of warmer winter. Operations cost \$993,923 and Cost of Gas \$444,310 and total for operations, wages, equipment, meter replacement and \$549,613 or deficit of \$76,764. Why do we have a

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deficit? We have Miscellaneous Income called MuniGas Discount and were down \$70,000/yr going into year. Discount from MuniGas used to be local government could burrow money pretty cheap and someone figured out can make more money than paying interest. Fed Government didn't like that and changed the law. Before it changed the Law there are Pools set up and they are legal to help keep cost down to customers. Burrow money cheap and invest it and if returns are low then income is low and that is what has happened from \$70,000 to \$20,000 and per Pool should never go before zero. The second thing is each Enterprise Fund if delinquent charges if doesn't pay their bill and that entire fee was put into Gas Fund. It has been changed to spread to each Enterprise Fund to property cover expenditures Fund Balance income fluxuates cold or winter more or less or Seasonal Fluxuation and in addition fluxuation on cold and warm winters determines if we make or lose money. Don't to have rates going up and down and use this??? One of the things is to do nothing. /??? Or wait to see impact of cost of living allowance increase. Cost of operation and income same COLA and difference will only get larger. It assumes cost of operations goes up same as COLA income. We have done well in holding it down. His recommendation is to look to address this difference and use schedule similar to his chart rather than staying at 11.01 and includes the cost based on meter size. Meters are replaced every 10 yrs. The large meters at \$11.01 each does not cover the cost for the meter. If M&C chose to do that and implementation will bring in about \$63,000 however, it is still below the structure deficit. Still have to include monies from delinquent fees, Municipal Gas monies.

John Bowen, Utilities Supervisor, presented power point on Utilities Division Gas, Water, and Garbage & Sewer, in 2012 we completed near ADOT yard to Maley about 1,588, 2" PE pipe was replaced. We have another in process once we are done mapping, blue staking and locating utilities. It is from Maley running North behind Public Works to Jessie with 2" and tie in the line together and cross railroad and to the easement to County Flood Control Yard with 4" and there are no problems with pressure by looping or tying them. In the past this was not done and they put a valve on each block and isolated an block at a time. Throughout town we have areas that the valves are every 4-5 blocks and if repairs are needed we have to shut down large areas. Most of the utilities trucks are beyond 10-12 years over the amortization schedule. 2011-2012 Capital Purchases of Gas Detection Equipment –DP-IR and our people are more careful than the inspectors and found more leaks and fixed a number of them. Also working on gas and water meter replacement of 1542 gas meters we have replaced 183. They are required to replace and for safety reasons because meters start leaking and are removed prior to 10 years of service because we are losing revenues. Since Mr. Bowen first became employed by the City he has now caught up and is doing maintenance items and identifying where the gas valves are and has a record of the locations in a book. He has listed every value that has been located in a book. This past year Utilities responded to Work Orders for gas 291 and Water 299 orders and 503 Blue Stakes. Statistically in gas we have 44 miles of main lines and 8-people in gas including himself and Linda Stoddard and 2-people Gas; Water has 4; Sewer has 2 and Raymond Osornio has all certifications and is our lead person for gas and water and sewer. Some Cities do not have Grade 4 Certifications and Raymond does. If need be Mr. Bowen can have all 8 people working on gas, water and sewer due to cross training. Some are better than others but all are cross trained. Leak Survey was in completed in October and we had a number of leaks 84 above ground and 12 below ground and we have repaired those and our last audit was successful.

Mr. Mc Court addressed the Water Fund- Enterprise Operation and he explained that it is setup for users to pay for the operations and maintain reserves. In April a review will be held and if adjustments are needed to coincide with budget year it will be addressed. Water has different meter sizes and customers relatively bills are constant and charged rates based on meter size and customer use. People move in and out from houses and apartments and the numbers stay constant. The City predicts monthly income based on fixed rates on meters. The amount of water varies and varies by season and low months are December, January & February. Also cycle depends on having wet or dry year. Rate structure fixed and is composed of variable fees. Variable fee setup in tier fashion or the first 2,000 gal no cost, next 4,000 \$1.63/1,000 everything over 15,000 rate at \$2.16/thousand or \$362, 412, 48. Operation cost is relatively fixed in water \$629,949 taking care of meters, fixing lines and variable is chlorine system by wells. This includes an estimated \$765,576 and surplus \$13,627 and \$1.3M Fund Balance. Suggesting reduce fixed monthly fee based on meter size, effect on that if chosen \$81,132 reduction in income into the water fund. The effect estimates \$677,892 and operating is \$629,000 and thinks we could do it with the example the using existing ¾ "17.55 and new \$15.55. Mr. McCourt referred to the Water spread sheet \$660,504 for FY12-13 and proposing set aside d\$160,629 on separate account and accumulate more to that each year. If necessary the City can spend for capital replacements each year. Also line for system Upgrades \$25,000 and starts accumulating money each year within the Water Fund.

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Councilman Johnson asked, "what is the licensing fee"? City Manager McCourt stated he had mentioned it in the past. A licensing fee is what companies pay for right-of-way usage. So basically the Utilities Funds will pay the General Fund fees to use City's right-of-ways. Councilman Johnson asked if these fees would be paid by consumers or is it an additional tax for fee charging or incorporating it into the base rates to get to cost of operations. Mr. McCourt replied that it both the cost of operations and part of the fee structure. Councilman Johnson asked if it is the same cost for same for gas, water, and sewers and Manager McCourt replied that is correct and the money goes into the General Fund to pay itself. He explained that it is an It fee being charged to all the users of the systems. Councilman Johnson stated then its another tax and Mr. McCourt replied if that is the way you see it.. McCourt went on to state that service fees for FY11-12 were \$444,310 and FY12-13 they are estimated at \$700,000. Budgeting is regulated by the State of Arizona and once the budget is adopted we can not exceed the budget and that is why we have to set for Contingencies i.e. This covers the "what ifs" ...what happens if we sell more than budgeted. Since MuniGas is big unknown and projections shown flat amount. Penalties could be distributed between all operations. If reports show we are in Good shape we will review it again in a year.

Mr. McCourt provided a lot of information for the Mayor and Council to think over, he asked them to think where we want to go. The required rate hearings for utilities are during the 2nd meeting in April. Will have a recommendation to consider; slight adjustment to the budget schedule. He informed the Council that the budget for streets is next week and he does not think hour is sufficient and moved to following week and for more time to discuss the options.

Vice-Mayor Cronberg thanked the staff and knows that it takes a lot to prepare a budget such as the City's. She stated she appreciates the comparisons and appreciates the work and understands we still have a lot of work and discussions ahead.

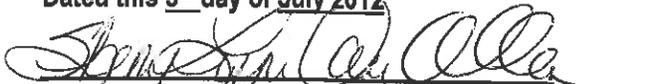
ADJOURN

Being no further business before the Mayor and Council, Vice-Mayor Cronberg adjourned the Work Session at 6:36pm.

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the City Council of the City of Willcox held on the 26th day of March 2012. I further certify that the work session was duly called and held, and that a quorum was present.

Dated this 3rd day of July 2012


Transcribed by Sherry Lynn Van Allen – Human Resources

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2012.

MAYOR ROBERT A IRVIN
Signed _____

ATTEST:

City Clerk Virginia A. Mefford

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 18TH DAY OF JUNE 2012**

CALL TO ORDER – Mayor Robert A Irvin called the regular meeting to order on Monday, May 7, 2012 at 7:00 p.m. and welcomed all to this City Council meeting and is happy to have all of them here and thinks will be hearing from some of you.

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

PRESENT

Mayor Robert "Bob" Irvin
Vice Mayor William "Bill" Holloway
Councilman Gerald W. Lindsey
Councilman Elwood A. Johnson
Councilwoman Monika Cronberg
Councilman Earl B. Goolsby
Councilman William "Bill" Nigh

STAFF

City Manager Pat McCourt
City Attorney Hector M. Figueroa
City Clerk Virginia A. Mefford
Library Director Tom Miner
Public Safety Director Jake Weaver
Finance Director Ruth Graham
Public Services & Works Director Dave Bonner
Human Resources Sherry Lynn Van Allen
Development Services Jeff Stoddard

PLEDGE OF ALLEGIANCE TO THE FLAG - Led by Mayor Irvin

CALL TO THE PUBLIC

Paul Sheats stated he wanted to thank Mr. Bonner and Pat McCourt for their help over the last six months. With their pencil/paper and phone calls the Skate Park is up and going and stated the kids are enjoying it and there have been a lot more bikes versus skaters, but that was to be expected.

Jake Carrington- Addressed the Council regarding a building for sale and if the City of Willcox was interested in leasing or buying it as it was available.

DECLARATION ON CONFLICT OF INTEREST

No Conflicts were declared by Council or Staff

ADOPTION OF THE AGENDA

MOTION: Councilman Lindsey moved to adopt the agenda as presented and removing agenda items #15 relating to Resolution No. 2012-59 Elsie S. Hogan Community Library and General Policy, items 31-34 relating to Executive Session and on the consent agenda **DISCUSSION:** Councilman Johnson asked to remove items 8a and 8c regarding the amount of money the City of Willcox is receiving and stated the public to know what they are spending.

Pat McCourt stated all items 8a, 8b, and 8c should be removed.

City Attorney Hector Figueroa stated the Council could include it and amend it., if they choose to.

Councilman Lindsey stated he would like to wait until the consent agenda to remove items 8a, 8b, and 8c for discussion and to adopt the remainder of the agenda. **SECONDED:** Vice Mayor Holloway seconded the motion. **CARRIED.**

PUBLIC HEARINGS, PETITIONS AND COMMUNICATIONS

PUBLIC HEARINGS: Mayor Irvin Read - The Mayor and Council will hold a Public Hearing on Monday, July 2, 2012 at 7:00 p.m., City Council Chambers, 300 W. Rex Allen Drive, relating to the Licensing Agreement with Valley Connections, LLC.

COMMUNICATIONS:

Mayor Irvin read the Declaration for Service to the City Council for Stephen Klump and Christopher Donahue, and presented them with this certificate of Declaration for Service (**Applause**).

CONSENT AGENDA

MOTION: Councilman Lindsey moved to remove items 8A-8C from the Consent Agenda **SECONDED:** Councilman Goolsby **CARRIED**

RESOLUTION NO. 2012-53 RELATING TO THE GRANT AWARD FROM THE ATTORNEYGENERAL'S OFFICE OF VICTIMS' RIGHTS PROGRAM ["VRP"] ON BEHALF OF THE WILLCOX DEPARTMENT OF PUBLIC SAFETY ["WDPS"], AUTHORIZING THE EXECUTION OF THIS RESOLUTION AND ACCEPTANCE OF THE AWARD AND DECLARING AN

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EMERGENCY TO EXIST.

MOTION: Vice Mayor Holloway moved to adopt Resolution NO. 2012-53, as stated, relating to the grant award from The Attorney General's Office of Victims' Rights Program ["VRP"] **SECONDED:** Councilman Goolsby **DISCUSSION:** Mr. McCourt stated on item 8a the grant award from the Attorney General's Office for \$1010.00 helps offset our General Fund expenses. **CARRIED**

RESOLUTION NO. 2012-60 APPROVING AND ADOPTING THE FY 2012-2013 UTILITIES CONTRIBUTION AGREEMENT BETWEEN THE CITY OF WILLCOX ["CITY"] AND THE SOUTHEASTERN ARIZONA COMMUNITY ACTION PROGRAM, INC, ["SEACAP"] AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND DECLARING AN EMERGENCY TO EXIST

MOTION: Vice Mayor Holloway moved to adopt Resolution NO. 2012-60, as stated, relating to the FY 2012-2013 Utilities Contribution **SECONDED:** Councilman Goolsby

DISCUSSION: Mr. McCourt stated our utilities agreement helps assist community and explained the second resolution agreement from the city and SEACAP to the Council.

Mr. Ramirez stated the utilities are a shared expense and explained who were all serviced around the three county and that more money is spent in the Willcox office than any of the other three counties. The rural aspects of the rural communities are in great need and he understood the need of rural communities as he grew up in this area. **CARRIED**

RESOLUTION NO. 2012-54 RELATING TO THE FY 2012-2013 AGREEMENT BETWEEN THE CITY OF WILLCOX ["CITY"] AND THE SOUTHEASTERN ARIZONA COMMUNITY ACTION PROGRAM, INC, ["SEACAP"] AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND DECLARING AN EMERGENCY TO EXIST.

MOTION: Vice Mayor Holloway moved to adopt Resolution NO. 2012-64, as stated, relating to the FY 2012-2013 Agreement between the City of Willcox ["City"] And The Southeastern Arizona Community Action Program, INC, ["SEACAP"]

DISCUSSION: Mr. McCourt stated this costs the City of Willcox \$3,600.00 and this money goes back into the General Fund. **SECONDED:** Councilwoman Cronberg **CARRIED**

PRESENTATION BY JASON JONES ON THE TWIN LAKES MUNICIPAL GOLF COURSE

Mr. Mr. Jones gave a presentation on the Twin Lakes Municipal Golf Course he stated the revenues have declined 30% since the take over; he gave examples, of the sprinkler system and the problems he has faced. The irrigation PH level has a 9 when the average to have is a 7 because of this is very difficult to grow grass and has created brown spots. He has scaled back labor due to the revenue decline and stated him and his wife and a part time person helps with the outside and one person runs the inside. It takes about 160 hours of labor to maintain the golf course and has focused on the tee box area. He explained the short term, because personally I put a lot of time into it because I do care about it, it seems like I'm putting to many band aides which is working for now to maintain it but the long term situation he is what I'm worried about. It is very hard to maintain and has had fundraisers from local groups and the schools as an extra curricular are being utilized. I am struggling with the direction it is going and don't like it, with the 30% decline has been a major hit for me. It has not only declined here in Willcox, but also in Tucson, it has declined about 26%. I just wanted to put it out there of where this has been going.

Councilman Johnson asked if we closed the golf course what it would do to you, I know you would have to go to work somewhere else. Mr. Jones answered yes, I would. Councilman Johnson stated you are struggling and it is hard, the City of Willcox owns the golf course and I know you are here for the specific reason and asked City Manager how much would the City save closing the golf course. Mr. McCourt stated it would be about \$40,000 plus \$12,000 for the sewer pond for a minimum of \$52,000.

Councilwoman Cronberg stated the money is coming from the parks and recreation, my question is why it is not possible to also utilize the inmate labor? Councilwoman Cronberg asked Mr. Jones about how many man hours he put in over the year.

Mr. Jones stated he put in about 4000 hrs personally for the labor and only took eight days off. Councilwoman Cronberg asked that was just you. Mr. Jones stated yes, that was just me personally. Mr. McCourt stated this question is being asked from the Department Of Corrections and is working on this issue. Councilman Johnson asked is it public or private entity.

Mr. McCourt stated the City of Willcox owns the Golf Course and is contracted with a private company. Mr. Johnson asked if it would be similar to that of southern Trent running the Sewer Plant. Mr. McCourt stated we can't discuss that. Councilman Johnson stated it would parallel to that, right? Mr. McCourt stated it would be similar to Southern Trent or any other contract to operate any sewer treatment plant. Vice Mayor Holloway stated that is probably where the DOC would have the question we are a public entity but have a private manager running it. Mr. McCourt stated we are working the state for this and it could be said we are contracting with a private contractor Councilwoman Cronberg asked how often the contract is renewed.

Mr. McCourt stated contract has a 5 year term; I could get the contract for you. Councilwoman Cronberg stated 5 years seems like a long time to expect this. Is there a review period where possible amendments parts can be added so Mr. Jones and family don't

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CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
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have to take the brunt of this? I have a real problem saying "do the best you can and having fundraisers to do this," I kind of wonder if we could review this. Councilman Johnson stated would it be better for this council to close it. Councilman Goolsby asked do you have a monetary figure in mind. Mr. Jones stated that is a good question, he was not here to ask for more money it is not financial but the labor intensive stuff, I don't mind doing but it takes away from my retail business. Councilman Goolsby stated if you take away from the labor intensive part would that alleviate anything. Councilman Johnson asked how long has the city been working on the irrigation. Mr. Jones stated they have been helpful and I did have the irrigation go down for 5 1/2 months and I ran it about 55% manually and it took a lot of man hours. He stated it has been a lot of work. Councilman Johnson asked has the city helped you. Mr. Jones stated yes they have, when a valve went out they fixed it. If I put \$1000 into the ground I would not pull it out and take it with me he indicated it is a mess. Councilman Lindsey asked is part of the problem the irrigation. Mr. Jones stated the new system that is there has had more algae and moss problems. I do unplug the hoses and put them back in the ground but it happens all the time. Councilman Johnson asked what your perspective, of the golf course is and what it means for the City of Willcox. Mr. Jones stated it gets the family out; we have couples night and the school utilizes it. If I weren't living here and I was looking for a place to live I would see what the parks and golf courses look like and another means for the community to get involved. Councilman Nigh asked do you mind me addressing this to Dave Bonner. Mayor Irvin stated I realize there is a problem and would like to consider this later down the road. Mr. Jones stated that is why he was addressing the City Council at this time so the Council would be aware of the problems the golf course and what he has been facing. Councilman Goolsby asked if it was possible at the end of the month once he has a chance to address this with Mr. Bonner and Councilman Nigh to come back and see what progress has happened. Councilwoman Cronberg stated I appreciate you coming in and making us aware of what you have been facing at the golf course. Councilman Johnson stated the Golf course is a quality of life without the golf course we would not have anything else left in Willcox, plain and simple the golf course is a quality of life.

DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-55 THE AGREEMENT BETWEEN THE CITY OF WILLCOX ["CITY"] AND EMPLOYEE SOLUTIONS GROUP ["ESG"] FOR SERVICES TO ACT AS ADMINISTRATOR OF EMPLOYEE BENEFIT PLANS AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

MOTION: Vice Mayor Holloway to approve Resolution NO. 2012-55, as stated, relating to agreement between City and ESG for services to act as administrator Employee Benefit Plan **SECONDED:** Councilman Lindsey **DISCUSSION:** Mr. McCourt stated this is a grant that is given to Health insurance is a very expensive item and the ESG to try and formulate a plan to do this the counsel would be a major restructure one of the things is we raised our deductible to \$5000 and this has worked for us. John Stewart addressed the council on the ESG he stated the premiums were escalated very rapidly so what we did is there is a concept that is called a health ins. Arrangement thru this no matter how much you raise it the employee doesn't pay this so what it does is the first year we put this in place is \$309,000 and 10-11 \$312,000 and 11-12 \$370,000 so it has not gone up. Councilman Johnson asked how much has it gone up. Mr. McCourt stated in item 12 it addresses this. Councilman Johnson asked what this increase will be on this. Mr. Stewart stated it will go up \$2.18 a month. Vice Mayor Holloway stated we will discuss the nuts and bolts in item 12. Councilman Johnson stated it is an increase to \$10,000. Mr. Stewart stated the employee cost has not gone up in three years. **CARRIED**

DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-56 THE AGREEMENT BETWEEN THE CITY OF WILLCOX ["CITY"] AND METLIFE FOR THE FY2012-2013 RENEWAL OF THE EMPLOYEE LIFE INSURANCE PLAN AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

MOTION: Vice Mayor Holloway moved to approve the Resolution NO. 2012-56, as stated, relating to agreement between City and MetLife for FY 2012-13 renewal of the employee life insurance. **SECONDED:** Councilman Goolsby **DISCUSSION:** Johnson asked what the total amount of increase is. Mr. McCourt stated it is a \$45,000 increase. Vice Mayor Holloway asked about the increase and what it was. Mr. Stewart stated I don't have the those figures but when we did go out to bid they all had increased. Mr. McCourt stated this would come out of the general fund. Councilman Johnson stated what we do as a general rule we go out and get the lowest bid. Councilman Johnson asked how many do you go out to bid. Mr. Stewart stated we went out to bid to about 12 carriers. **CARRIED**

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
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DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-57 THE AGREEMENT BETWEEN THE CITY OF WILLCOX ["CITY"] AND HEALTH NET OF ARIZONA, INC. ["HN"] FOR THE FY2012-2013 RENEWAL OF THE EMPLOYEE INSURANCE PLAN AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

MOTION: Councilman Lindsey moved to approve the Resolution NO. 2012-57, as stated, relating to agreement between City and Health Net renewal of the employee insurance plan.

SECONDED: Councilman Goolsby **DISCUSSION:** Councilman Johnson stated that \$376, 383 is the budgeted expenditure for employee benefits and he believes the taxpayers need to know how much is being spent by the city of Willcox, Mr. Stewart stated when I went out to bid the quotes I received no bids lower and Healthnet came in lowest and we did look at Blue Cross and Blue Shield, and Cigna, ATENA, and HUMANA all declined. He stated the City shows an increase 5.5 % to give you an overview the total average increase County Wide has been 11%, Willcox 's increase was only half of the trending average. Councilman Johnson asked how about the claims.

Mr. Stewart stated the claims history demonstrates over \$200,000 have been paid this past year. However, these are large claims over \$50,000 and are more than likely one time events not a reoccurring issue such as cancer and heart disease.

Councilman Johnson asked how is the city as far as health goes.

Mr. Stewart stated I don't know, I don't get claim information due to HIPPA laws, I do know the ER claims have been lower.

CARRIED

DISCUSSION/DECISION REGARDING OBTAINING A BOOTH AT THE LEAGUE OF CITIES AND TOWNS ANNUAL CONFERENCE

MOTION: Councilman Lindsey to approve regarding obtaining a booth at the League Conference without electric **SECONDED:** Councilman Holloway **Discussion:** Mr. McCourt stated the AZ Cities and Towns always publicize; there is a cost without electricity and with electric, with electricity allow us to put on a slide show, but was not necessary.

Councilman Johnson asked about the slide show. Mr. McCourt stated it describes what all Willcox has to offer.

Councilman Lindsey stated it gives us good exposure at a state level. Mr. McCourt stated one of the items that have been requested is the tomatoes. **CARRIED**

DISCUSSION/DECISION REGARDING RESOLUTION NO. 2012-58 ADOPTING THE TENTATIVE BUDGET OF THE CITY OF WILLCOX FOR FISCAL YEAR 2012-2013, ADOPTING THE ESTIMATED AMOUNTS REQUIRED TO MEET THE PUBLIC EXPENSES AND THE ESTIMATED REVENUES, AUTHORIZING AND DIRECTING PUBLICATION OF STATEMENTS AND SCHEDULES OF THE TENTATIVE BUDGET AND DECLARING AN EMERGENCY TO EXIST

MOTION: Vice Mayor Holloway moved to approve the Resolution NO. 2012-58, as stated, adopt the tentative budget of the City of Willcox for FY 2012-13

SECONDED: Councilman Goolsby **DISCUSSION:** Councilman Johnson asked the Mayor to explain the budget to the public. Mayor Irvin asked City Manager Mr. McCourt to explain the budget to the community present here tonight.

Mr. McCourt stated it is a regulatory document and it will be available to the public on July 1, 2012 the budget or the budgets typically have the estimated funds for the public and the second fund has to pay for the services for the capital improvements and more of actual the transfer in and transfer out is like money we receive and the transfer is like expenses we pay out and then we have an estimated funds, it is then broke down to each of the departments and you will find in the summary sheet and the document fund goes into more detail and has comparisons to other years. We call it FY 10 but it is actually 2009-10 and so on. On the next page you have a breakdown of all the employees by department.

Councilman Johnson stated the budget is at \$22 million it went down from the \$28 million even with employees raises of 3% and capital purchases it is down from last year and the saving with Ruth Graham we expect anything else.

Councilman Holloway stated the budget does include the sewer system.

Johnson stated we have \$5 million and we can't go above that; will this keep the city moving forward can we help the golf course or anything else in the City of Willcox.

Mr. McCourt stated I can't really answer that question. The long range progression, if we keep utility funds are doing very well the sewer funds is struggling so I am not sure what your questions to keep the budget solvent or keep the public this is something the council needs to decide; what we can do these are estimate we have at this point. Councilman Johnson asked is \$ 22 million enough money. Mr. McCourt stated not to a lot of people.

Councilman Johnson stated you have done well spending in the last couple of years will this be enough budgeted.

Mr. McCourt stated will this be Councilman Johnson asked how about the 3% raises that they have not have not gotten in six years. Councilman Goolsby stated I am a newbie on the Council, and I have looked at the budget, I am not quite sure what your question is. Councilman Johnson asked again is \$22 million enough. Councilman Goolsby stated I would like to add \$22 million.

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
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Councilman Johnson asked is the council comfortable with this budget. Councilman Goolsby stated yes I am and I am voting for it. Councilman Lindsey stated we won't know exactly where we are at until after June 30 we did allow for all the steps. Councilman Johnson asked if we had enough for legal services until the end of the year. Mr. McCourt stated we did project for this. **Ayes-** Mayor Irvin, Vice Mayor Holloway, Councilwoman Cronberg, Councilman Goolsby, and Councilman Nigh, **Nays** Councilman Johnson. **CARRIED 6-1**

~~**DISCUSSION/ DECISION REGARDING RESOLUTION NO. 2012-59 THE ELSIE S. HOGAN COMMUNITY LIBRARY ["LIBRARY"] LIBRARY GENERAL POLICY AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.**~~
(This item was removed per motion).

DISCUSSION/DECISION REGARDING THE APPOINTMENT OF AN EX-OFFICIO MEMBER TO ACT AS REPRESENTATIVE ON THE HISTORIC PRESERVATION ADVISORY COMMITTEE.

Mr. McCourt stated on items 17, 18, and 19 the practice has been an every two year service and to reorganize it. Mr. Klump would like to be an ex-officio member, the mayor makes a recommendation. Mr. Klump wanted to know if a council member would like to serve on this , he would step aside. Mayor asked if anyone would like to volunteer. Mayor Irvin appointed Stephen Klump to serve as ex-officio to the Historic Preservation Advisory Committee.

DISCUSSION/DECISION REGARDING THE APPOINTMENT OF AN EX-OFFICIO MEMBER TO ACT AS REPRESENTATIVE ON THE LIBRARY ADVISORY COMMITTEE

Mayor Irvin appointed Christopher Donahue to serve as Ex-Officio member to the Library Advisory Committee.

DISCUSSION/DECISION REGARDING THE APPOINTMENT OF AN EX-OFFICIO MEMBER TO ACT AS REPRESENTATIVE ON THE PARKS AND RECREATION ADVISORY COMMITTEE

Mayor Irvin appointed Councilman Nigh to serve as Ex-Officio member on the Parks and Recreation Advisory Committee.

DISCUSSION/DECISION REGARDING THE APPOINTMENT OF AN EX-OFFICIO MEMBER TO ACT AS REPRESENTATIVE ON THE PLANNING AND ZONING COMMISSION.

Mayor Irvin appointed Councilman Goolsby to serve as Ex-Officio member to the Planning and Zoning Commission.

DISCUSSION/DECISION REGARDING APPOINTMENT TO THE ARIZONA LEAGUE OF CITIES RESOLUTION COMMITTEE

Mayor Irvin appointed Councilman Lindsey to serve as Representative on the Arizona League of Cities Resolution Committee.

DISCUSSION/DECISION REGARDING RE-APPOINTMENT OR APPOINTMENT OF A COUNCIL MEMBER TO THE AD HOC STEERING COMMITTEE FOR THE WWTP PER REVIEW

Mayor Irvin appointed Vice Mayor Holloway to serve as representative to the Ad Hoc Steering Committee for the WWTP per review.

DISCUSSION/DECISION REGARDING CITY APPOINTMENTS TO THE INPUT COMMUNITY ADVISORY COMMITTEE (SENIOR CITIZENS COMMITTEE)

Mayor Irvin appointed Councilman Lindsey, Councilwoman Cronberg and Director Miner to serve on the Community Input Advisory Committee (Senior Citizens Committee).

DISCUSSION/DECISION REGARDING APPOINTMENT TO THE SEAGO EXECUTIVE COMMITTEE.

Mayor Irvin appointed Councilman Lindsey to the SEAGO Executive Committee.

DISCUSSION/DECISION REGARDING APPOINTING SUE BALL TO FILL THE VACANCY ON THE LIBRARY ADVISORY COMMITTEE

Consideration, discussion and/or decision regarding appointment of Sue Ball to fill the vacancy on the Library Advisory Committee, term ending June 30, 2016.

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
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HELD ON THIS 18TH DAY OF JUNE 2012**

MOTION: Vice Mayor Holloway moved to appoint Sue Ball to fill the vacancy on the Library Advisory Committee, term ending June 30, 2016. **SECONDED:** Councilwoman Cronberg. **CARRIED**

DISCUSSION/DECISION REGARDING APPOINTING CHRISTOPHER DONAHUE TO FILL THE VACANCY ON THE LIBRARY ADVISORY COMMITTEE

MOTION: Councilwoman Cronberg Johnson to appoint Christopher Donahue to fill the vacancy on the Library Advisory Committee, term ending June 30, 2016. **SECONDED:** Councilman Johnson

DISCUSSION: Mr. McCourt stated there will be a vacancy; there is a difference an ex-officio would not have a role to vote. Councilwoman Cronberg stated it would serve to have ex officio Donahue as a voting member. **CARRIED**

DISCUSSION/DECISION REGARDING APPOINTING JAMES "JIM" FUSCO TO FILL THE VACANCY ON THE PLANNING AND ZONING COMMISSION.

MOTION: Councilman Johnson **SECONDED:** Councilman Lindsey to appoint of James "Jim" Fusco, to fill the vacancy on the Planning & Zoning Commission, term ending June 30, 2016. **CARRIED**

DISCUSSION/DECISION REGARDING APPOINTING STEPHEN KLUMP TO FILL THE VACANCY ON THE PLANNING AND ZONING COMMISSION.

MOTION: Councilman Johnson **SECONDED:** Councilwoman Cronberg to appoint of Stephen Klump, to fill the vacancy on the Planning & Zoning Commission, term ending June 30, 2016. **CARRIED**

REPORTS BY THE CITY MANAGER PAT MCCOURT

Consideration, discussion, and/or decision regarding the following topics by the City Manager:

- **Report on the WASA Fundraiser Golf Tournament-** to be held on Saturday, June 23, 2012
- **Report on Arizona League of Arizona Cities & Towns Annual Conference-**will be held on August 28-31, 2012 at the Hyatt Regency Scottsdale at Gainey Ranch
- **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 City Manager Vacation-**City Manager is on vacation from July 24th to August 10, 2012, Chief Weaver is covering.
- **Report on Skate Park Equipment-**it has arrived and is installed by this meeting date.
- **Report on Dedication & Open House Rose C. Allan Senior Learning Center-**Mayor and Council is invited to attend this event on Thursday, June 21st from 10:00 a.m. – 3:00 p.m.
- **Mayor/Manager Luncheon-** will be held on Thursday, June 21st at 12:00 pm in Douglas.
- **Benefits Fair-** will be held on Thursday, June 21st from 8:30am – 3:30pm at the City Council Chambers.
- **Parks and Recreation Advisory Committee-** has one open vacancy.

Mr. McCourt discussed the items on the City Manager's Report to the council and the members of the audience.

Councilwoman Cronberg would like to have an official dedication for the Skate Park

Mr. McCourt stated that is a wonderful idea.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS.

Attorney Figueroa stated he is negotiation a timeshare in California and would like the council to know he may put in his resignation when he gets back if all works out.

DISCUSSION/DECISION ENTER INTO AN EXECUTIVE SESSION PURSUANT TO ARIZONA REVISED Statutes §3431.03A(3) DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY OR ATTORNEYS OF THE PUBLIC BODY

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.

RECESS TO EXECUTIVE SESSION, IF APPROVED

RECONVENE FROM EXECUTIVE SESSION

DISCUSSION/DECISION/DIRECTION TO STAFF REGARDING MATTERS DISCUSSED IN EXECUTIVE SESSION

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
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~~Consideration, discussion, decision and/or direction to staff regarding matters discussed in Executive Session relating to advice from City Attorney.~~

ADJOURN

Being no further business before the Mayor And City Council of Willcox, Arizona Mayor Irvin adjourned the regular meeting at 8:30 p.m.

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the City Council of the City of Willcox held on the 18th day of June, 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 18th day of June, 2012



City Clerk VIRGINIA A. MEFFORD

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2012.

MAYOR ROBERT A. IRVIN
Signed: _____

ATTEST:

City Clerk VIRGINIA A. MEFFORD



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

In accordance with Resolution No. 370 of the City of Willcox, and Section 38-431.01 of the Arizona Revised Statutes **NOTICE IS HEREBY GIVEN** that the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold a **PUBLIC HEARINGS**, during the **REGULAR** meeting, on **MONDAY** the **2nd and 16** day of **July**, 2012 at **7:00 p.m.** in the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, WILLCOX, AZ.**

Public Hearing on:

FISCAL YEAR 2012-2013 BUDGET

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

DATED AND POSTED this **22nd** day of **June** 2012 AT 2:00 P.M.

CITY OF WILLCOX, ARIZONA


Is/Virginia A. Mefford

CITY CLERK

Publichearing/fy2012-1-2012 budget



NOTICE OF PUBLIC HEARING
MAYOR AND CITY COUNCIL

In accordance with Resolution No. 370 of the City of Willcox, and Section 38-431.01 of the Arizona Revised Statutes **NOTICE IS HEREBY GIVEN** that the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold a **PUBLIC HEARINGS**, during the **REGULAR** meeting, on **MONDAY** the **16th** day of **July**, 2012 and **Monday, August 6th** at **7:00 p.m.**, in the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, WILLCOX, AZ.**

Public Hearing on:

PROPERTY TAX LEVY

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

DATED AND POSTED this 22nd day of June 2012 AT 2:00 P.M.

CITY OF WILLCOX, ARIZONA

Is/Virginia A. Mefford
CITY CLERK

Publichearing/fy2012-1-2013 Tax Levy

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 9
Tab Number: 3
Date: **7-16-12**

Date Submitted: 7-6-12 Date Requested: 7- 16-12
--

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

Subject: Permission to be an agent for the Willcox Historic Theater Preservation Inc in grant application
--

TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: The Willcox Historic Theater Preservation Inc. (this is the group working to preserve and reopen the Rex Allen Theater), has asked if the City will submit on their behalf for a grant from the Union Pacific Foundation (This is the foundation that the City has received two [2] grants from). The Theater group will provide any necessary local funds and any necessary labor to implement the grant (if received). The City would provide the necessary safeguarding of funds and administrative support (such as filing the necessary papers). The Grant request will be to perform "beautification" along Railroad Ave.

RECOMMENDATION: Permit the City to be the requesting agency for the Willcox Historic Preservation Inc in the request to the Union Pacific Foundation for beautification grant.

FISCAL IMPACT: There will be some costs incurred. These will be costs of existing staff and supplies. It is anticipated that this request can be handled without any additional staffing or budget. There should be no additional costs involved.

Prepared by: Pat McCourt

Approved by: 

City Manager

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 10
Tab Number: 4
Date: 7-16-12

Date Submitted: 7/9/2012 Date Requested: 07/16/2012

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

Subject: Discussion / Decision on Additional Services proposed by DESA Architecture for Phase III of Community Center Renovation

TO: MAYOR AND COUNCIL

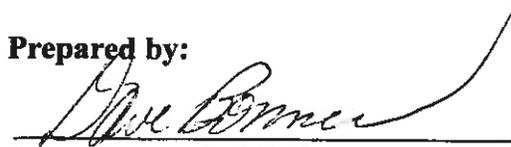
DISCUSSION: On February 7, 2011, the Mayor and Council passed Resolution 2011-06 which extended the contract with DESA Architecture for Phase III of the Community Center Renovations. Due to problems with contractor disputes after the bid opening, staff was not able to recommend a contractor to complete Phase III work in a timely manner. DESA requested an additional \$3,000 to perform re-submission of bid documents and pre-bid activities for Phase III.

At this time the project has had a number of change orders in order to expend all of the funding that is available to the City. This in turn has created additional work for the Architect. The attached request details the additional services to be performed by DESA.

RECOMMENDATION: Approve Proposal for additional services from DESA Architecture.

FISCAL IMPACT: \$2,000.00 to be funded by CDBG funds allocated for the Community Center Phase III project.

Prepared by:



Dave Bonner, Public Services & Works Director

Approved by:



Pat McCourt, City Manager



July 1, 2012

To: City of Willcox
101 S. Railroad Ave., Ste. B
Willcox, AZ 85643

ATTN: Pat McCourt, City Manager

Re: Proposal for Additional Architectural Services, City of Willcox Community Center Improvements, Phase 3, CDBG contract No. 107-09. Project Rebid.

Dear Pat,

Per my discussion with Dave Bonner, I respectfully submit this proposal for additional services. These additional services are based on the following items.

1. Assisting the City of Willcox to evaluate and estimate phase 4 construction associated with a future grant application.
2. Additional effort associated with managing and processing owner requested additional construction and increases in the contractors scope of work. The additional work expanded the renovation effort AND keeping project within budget.
3. Additional time associated with a extended construction schedule due to the increases in the work.

I propose adding \$2,000.00 in professional fees to the remaining contract. The additional \$2,000.00 fee includes travel, mileage and printing costs per the original proposal.

Please do not hesitate to contact me concerning this project and specifically this proposal.

If you accept this proposal, please sign, date and return a copy to this office.

Sincerely,

David Shambach, Architect, AIA

July 1, 2012

Date

ACCEPTED BY THE CITY OF WILLCOX:

City of Willcox Mayor

Date

RESOLUTION NO. 2012-64

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE PROPOSAL FOR ADDITIONAL ARCHITECTURAL SERVICES BY DESA ARCHITECTURE FOR THE WILLCOX COMMUNITY CENTER IMPROVEMENTS UNDER PHASE 3 THAT WILL BE FUNDED UNDER CDBG FUNDS ADMINISTERED THROUGH SEAGO 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 and DESA** have an existing contract to perform Phase 3 renovations at the Willcox Community Center and the additional funding will be used to complete Phase 3; and

WHEREAS, the **CITY** is in need of additional Phase 3 Architectural Services from **DESA** to complete the Bid Package and the renovations and desires to approve additional compensation for **DESA** in addition to the existing contract; and

WHEREAS, **DESA** is agreeable to perform additional Phase 3 Architectural Services for a sum not to exceed Two Thousand Dollars (\$2,000.00); and

WHEREAS, the Mayor and Council desire to have this Resolution presented at the July 16, 2012 Council Meeting and have determined that approval of the **DESA** additional Compensation 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 timely Architectural 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: The approval of the **DESA** additional compensation as described above is in the best interests of the residents of the City of Willcox.

Section 2: The **CITY** formally approves and adopts the **DESA** Proposal as presented by City Staff.

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 for the purpose of approving the additional compensation for DESA and is authorized to execute the additional compensation documents on behalf of the CITY.

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

APPROVED/EXECUTED:

MAYOR, ROBERT A. IRVIN

ATTEST:

APPROVED AS TO FORM:

City Clerk, Virginia A. Mefford

City Attorney, Hector M. Figueroa, Esq.

RESOLUTION NO. 2012-64

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 11
Tab Number: 5
Date: 7-16-12

Date Submitted: 7-9-12 Date Requested: 7-16-12

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

Subject: Golf Course contract, discussion and direction to staff

TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: The City of Willcox provides a variety of recreational opportunities to the community: Rodeo Grounds, Baseball Fields, Soccer Fields, Basketball Courts, Tennis Courts, Skateboard Park, Ramada, Swimming Pool, Concession Stands, and a Golf Course. None of these are required services; they are all discretionary; the City Council decides which and at what level the services will be delivered; since only one City Council member has suggested discontinuing the Golf Course as a service; staff understands that the Council wishes to continue to provide that service, and is acting under that understanding. The provision of these services and the level of service vary in the different areas. In most of the areas, the City provides the basic infrastructure and maintenance and other outside organizations provide the organized play (i.e. Baseball, Soccer, and Rodeo Events). In the case of the Swimming Pool, the City provides all of the maintenance and operation. In the case of the Golf Course, the City provides some of the maintenance and contracts out a substantial portion of the operation and maintenance.

When the City contracts for services, the City defines what services it wishes to purchase and establishes a price which will be paid for the services. Modifications are normally due to the City changing some request for service (a change order). Contracts are voluntary agreements between parties; nobody is forced to enter a contract. While contracts can take many forms most contracts transfer risk, reward, and responsibility between the parties.

In the case of the Golf Course the City has had a contractor since at least November 2003. At that time an agreement was entered into with John & Betty Peterson dba Encore Catering Unlimited L.L.C. (Encore). That contract was set to terminate December 31, 2010. That contract was amended in May 2004 and in July 2008.

When I arrived at the City in January 2009, I became aware of ongoing discussions between the City's Public Works Department and Encore. The bulk of those discussions

dealt with the irrigation system at the Golf Course and difficulties in maintaining the system and whose responsibility it was to address the problems.

As the contract termination date approached City and Encore staff entered into extensive discussions concerning the existing contract and the unclear areas within that contract. The result of those discussions was a new agreement which addressed the unclear areas. Mr. Peterson was present for all of the discussions; Jason Jones was present during some of the discussions.

On September 20, 2010 the City Council held a work session and discussed the proposed contract. That discussion included discussion of the conditions of the irrigation system prior to that date. Mr. & Mrs. Peterson participated in the discussion. It was also indicated in those minutes that Jason Jones had been working with them (Petersons) for 2.5 years at that point in time. Mr. Peterson stated "thinks it is a really good agreement".

On October 4, 2010 at a regular City Council meeting the Council approved Resolution 2010-100, which adopted the new contract provisions. This contract is NOT a cost plus contract; nor has it ever been a cost plus contract. The contract clearly provides in Section 2. "Independent Contractor Status" paragraph m) "City and Pro (Contractor) understand that Pro **can make a profit or suffer a loss** in providing services under agreement." (See attachment 1).

On October 4, 2010 at a regular City Council meeting, (same meeting as above), the City Council approved Resolution 2010-102, which approves the transfer of the contract from Encore to Jason and Carrie Jones dba JNC VENTURES LLC. (JNC) (See attachment 2).

At the regular City Council meeting of June 18, 2012 Mr. Jones appeared before the Council and expressed some concerns he had about the course; one of the largest being that the rounds of play were significantly below his expectations. This lack of play had resulted in significantly less income (profit) than he had anticipated. Another concern being that the irrigation system was down for five and one-half months (see attachment 3). Another that only 45% of the irrigation system was automatic (See attachment 4 minutes from 9-20-10 second page 5th paragraph last line "Probably 2/3s of the system working and 1/3 rd is not working correctly"). After some discussion, the Council directed that the item be brought back at the second meeting in July.

In preparation of the materials for this meeting I detected what I believed was an error in the amount of money being paid to Mr. Jones. I investigated that question with the Finance Department and determined that Mr. Jones had been under paid since January 2011. I directed that a check be immediately issued to bring the account current. I have met with the Public Works Staff and inquired from them concerning the contract and the City's obligations under the contract. To the best of their knowledge the City has fulfilled every work order and request made under the contract.

Attachment 5 was received from Mr. Jones in the last week of June 2012. This proposal suggests that the City of Willcox should absorb a very large portion of the work that has been contracted to be performed by JNC; it proposes the current contract be modified to reduce potential income to the City; it proposes the City take over a portion of the turf

management which is required to be provided by JNC; and it proposes that the City pay JNC an increase in compensation of \$25,000 per year. This proposal through a combination of transferring contracted services to the City, reducing payments to the City, and increasing payments to JNC is at least doubling the cost to the City of this service.

It is not reasonable to even consider such a "change order". I like Jason and Carrie; I understand that many if not all of the Council member know and like Jason and Carrie Jones; I have no doubt they have worked hard to make a go at the golf course; I understand that Jason knew what the situation was when the assignment was requested; I understand that the play is down; I understand that the City has fulfilled its responsibilities under the contract; I understand the City is not a social welfare agency which guarantees anybody a job or income; I understand that essentially doubling the price being paid for a service because an private individual wants more money is not a responsible way to do business.

If JNC does not wish to continue to honor the contract; JNC should exercise the termination clause on the contract.

RECOMMENDATION: This suggestion that the City should consider essentially doubling the cost of providing this service because a private contractor wants relief from a contract that they entered into with full knowledge and understand is not reasonable nor in the Public interest. If JNC wishes to continue under the contract the staff will continue to work with them to have the Golf Course Services maintained under the Contract. If JNC wishes to terminate the contract the Staff will arrange for continuation of the Golf Course Services. In a longer term the City may wish to explore a new Request for Proposals to provide services at the Golf Course.

FISCAL IMPACT:

Prepared by: _____

Approved by: _____

City Manager

Dave Bonner
Public Services & Works Department
Director



250 N. Railroad Ave.
Willcox, Arizona 85643
Phone: (520) 384-6447 Fax: (520) 384-3993
Email: dbonner@willcoxcity.org

July 6, 2012

"Mine, Yours, Ours"

The following information is taken from Public Services and Works weekly staff meeting and Caselle general ledger. It establishes a timeline for the repair of the golf course main pump and jockey pump. The initial failure of the system was due to the tank breaching in late October. In the initial evaluation of replacing the tank it became apparent that replacing the tank with the same type of tank would be more expensive than replacing the large tank with a much smaller tank and utilize a Variable Frequency Drive to control pressure in the system. Therefore the smaller tank was purchased and the Jockey Pump was put back in operation within a week. Once the VFD was ordered and received other materials were required to integrate the VFD in the system. January was spent acquiring other components and preparing the cabinet for the new equipment.

Once the system was operational a representative came and helped with fine tuning the operation of the system. The Main pump was operation in the week prior to March 16, 2011.

1. In our October 28, 2010 staff meeting it was reported that the large pressure tank blew out and the crew spent most of the week isolating and replacing the tank.
2. November 3, 2010 we reported that the new tank was finished and the old water truck was left at the golf course to aid with watering the greens until repairs were complete.
3. November 10, 2010 we reported that work continued on the irrigation pumps at the golf course and we were getting bids on a Variable Frequency Drive (VFD) for the large pump.
4. On November 17, 2010 we reported that quotes were received for the VFD.
5. On December 1, 2010 the VFD was ordered.
6. On December 28, 2010 the invoice for the VFD was paid.
7. On February 16, 2011 we reported that wiring was installed for the VFD.
8. On March 16, 2011 we reported that we started the VFD at the golf course.
9. On March 23, 2011 we reported that parts were ordered for the filter at the Golf Course.
10. March 23, 2011 we reported that the jockey pump was finished. (The jockey pump had been in operation during this time but probably failed prematurely because of the increased usage.)

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: _____
Tab Number: _____
Date: _____

Date Submitted:
9-13-10
Date Requested:
9-20-10

Action:
_____ Resolution
_____ Ordinance
_____ Formal
 X Other

**Subject: Contract for
operation of the Twin
Lakes Golf Course**

TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: The City of Willcox owns and operates the Twin Lakes Golf Course. The City has chosen to use a private Contractor for the operation of this recreational facility.

The current Contractor was chosen after a Request for Proposal process in November 2003. The agreement was amended in May 2004 and again in July 2008. The amendments substantially reassigned duties, waived fees for use of effluent, and provided additional compensation to the Contractor.

Under the current contract: the Contractor receives \$52,000 (\$40,000 from General Fund Parks & \$12,000 from Sewer Fund). The Contractor is also permitted to use the City Liquor License and is permitted to operate various golf related concessions at the course and retain the revenue (memberships, greens fees, cart rental, food, beverage, driving range, etc.).

The current agreement ends December 31, 2010.

The current Contractor has indicated a desire to continue; he has also indicated he is considering having the new contract assigned. Any assignment requires City Council approval.

The new proposed contract is much more detailed in describing the responsibilities of the Contractor and the City. A great deal of time was spent with current Contractor and Public Works staff defining responsibilities.

The Council retains ratification of the amount charged for Greens Fees and Memberships: which the Pro recommends. Pro sets all other fees at the Course. The Council may not set free or reduced fees without the Pro's agreement. There are also provisions to provide free use of the course by the High School Golf Team, and free greens fees for active city employees.

The subsidy is increased slightly (\$2,500/yr), this is because of additional duties the Pro has undertaken, primarily the irrigation system. The new total annual subsidy is \$54,500

RESOLUTION NO. 2010-100

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND ADOPTING THE TWIN LAKES GOLF COURSE LEASE 2010 AMENDMENT BETWEEN THE CITY OF WILLCOX ["LESSOR"] AND JOHN PETERSON AND BETTY PETERSON D.B.A. ENCORE CATERING UNLIMITED, L.L.C. ["LESSEE"] AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND THE LEASE 2010 AMENDMENT 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 for the Twin Lakes Golf Course was entered into on June 1, 2003 for the period of June 1, 2003 to December 31, 2010 with the right to amend the terms and conditions pursuant to Paragraph 31[C]; and

WHEREAS, LESSOR approved and adopted the Lease 2008 Amendment on July 7, 2008 to amend the language of Paragraph 8 [UTILITIES, TAXES AND OTHER EXPENSES] and Paragraph 9 [IMPROVEMENT] that addressed monthly payments to LESSEE and proposed budgeted Improvements to the Golf Course; and

WHEREAS, LESSOR, desires to approve and adopt the Lease 2010 Amendment to amend the language of the Lease terms and conditions and to extend the termination date to December 31, 2015; and

WHEREAS, the City of Willcox, Cochise County, Arizona desires to have this Resolution presented at the Regular Council Meeting on October 4, 2010 and has determined that approval of the Lease 2010 Amendment 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 timely implementation of the Lease Amendment, 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 of Willcox formally approves and adopts the Twin Lakes Golf Course Lease 2010 Amendment 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 authorized and empowered to execute this Resolution and the Twin Lakes Golf Course Lease 2010 Amendment.

PASSED AND ADOPTED by the Council of the City of Willcox, Cochise County, Arizona, this 4th day of October, 2010.

APPROVED/EXECUTED:

/S/ GERALD W. LINDSEY
MAYOR, GERALD W. LINDSEY
Signed: 10-06-2010.

ATTEST:

APPROVED AS TO FORM:

/s/ Cristina G. Whelan, CMC
City Clerk, Cristina G. Whelan, CMC

/s/ Hector M. Figueroa
City Attorney, Hector M. Figueroa, Esq.

RESOLUTION NO. 2010-100

**Professional Service Agreement
Twin Lakes Golf Course**

This Agreement (hereinafter referred to as the "Agreement") is made by and between the City of Willcox (herein referred to as the "City") and _____ (herein referred to as the "Pro").

Whereas, the City is the owner of the Twin Lakes Golf Course (herein referred to as the "Course"); and

Whereas, the City wishes to engage, as an independent contractor, a competent professional to manage and operate the Course. Further the City wishes to lease its Governmental Liquor License as part of the agreement.

Whereas, the Pro is a professional with demonstrated abilities in the operation of similar facilities and wishes to lease the liquor license and manage the Course as an independent contractor.

Whereas, the PRO accepts the conditions and requirements of this agreement and the Exhibits, A, B, C, & D.

Now therefore, in consideration of the mutual benefit to be derived by both parties herein, it is agreed as follows:

1. **ENGAGEMENT OF THE PRO.** City shall engage the Pro as an independent contractor to operate the course, which operation shall include the golf course, driving range, club house facilities, and liquor license as more particularly described herein, in accordance with the terms, conditions and covenants contained herein.

2. **INDEPENDENT CONTRACTOR STATUS** Pro and City, in performing obligations under the agreement, understand and agree that:
 - a) City will require Pro to use Pro's own methods,
 - b) Pro will receive no training from the City,
 - c) Services provided by the Pro are not subject to direction and control by City,
 - d) City is not interested in the methods which Pro employs, but is interested in the results which Pro achieves,
 - e) Pro may hire, supervise, and pay such assistants as Pro may require to provide services under agreement,
 - f) A continuing relationship between Pro and City is not established by agreement,
 - g) In performing duties under agreement, Pro is the master of Pro's time. City shall not establish hours of work for Pro. The City does reserve the right to set times when the course must be available for play.
 - h) City shall not require the Pro to work exclusively for the City. Pro can work when and for whom Pro chooses. City understands that Pro can provide services to other third parties who are not related to City during the time Pro's obligations under agreement are being performed,

- i) City shall not require Pro to perform services in the order or sequence set by the City,
- j) Pro shall not be paid by the hour, week, or month, but shall be entitled to the retainer set out in Section 5 of the agreement,
- k) City shall not pay the Pro's business or travel expense,
- l) City understands the Pro has a significant investment in the equipment and supplies which Pro uses in providing services under agreement.
- m) City and Pro understand that Pro can make a profit or suffer a loss in providing services under agreement,
- n) City understands that Pro is an independent contractor, who makes professional services available to the general Public.

3. TERM

- a) Agreement shall be for a term of five (5) years, beginning on January 1, 2011 and ending December 31, 2015.
- b) Should the Governing Body of the City choose to end the agreement as per Section 4 of the agreement, City may:
 - i. Reimburse the Pro for new, unused pro shop inventory upon presentation of paid invoices.
 - ii. Reimburse Pro for the depreciated value of the trade fixtures and equipment that the Pro does not wish to remove and that the City wishes to retain, and that there are no liens upon. The depreciated value shall be calculated on the 5 year straight-line method over a class life that does not exceed the term of agreement. Prior to February 1, 2011, Pro will provide a report of trade fixtures dated as of January 1, 2011 showing the depreciated schedule for each fixture/equipment; (Exhibit C)
 - iii. Reimburse the Pro within ninety (90) days of end of agreement, at the depreciated rate for any capital improvements made by Pro, to Clubhouse facility or any other capital improvements made on the course, provided such improvements have been approved in advance by the City. The depreciated rate shall be straight line over the class life of the improvement, such life having been approved by the City in writing prior to the installation. Prior to December 31, 2014, Pro will provide a report showing any and all Capital Improvements made by Pro that were approved by the City, supporting documentation indicating the City's approval, and the depreciated value for each Capital Improvement. (Exhibit C)
 - iv. Assume Pro's obligations under contracts for the purchase or rental of capital equipment used by Pro in performing services under agreement, at the course, including, but not limited to a contract for the purchase or rental of golf carts, provided the City has approved the contracts prior to execution, such approval shall not be unreasonably withheld. (Exhibit C)
 - v. Reimburse Pro for the cost of usable inventories remaining in restaurant/Bar, upon presentation of paid invoices.
- c) Should the Pro choose to end the agreement as per Section 4 of the Agreement the City shall be required to follow the items in Section 3 b) i. – v.

- d) Should the Pro choose to end the agreement other than Section 4 or Section 28, the City shall be under no obligation to follow any of the provisions of this Section 3.

4. TERMINATION/BREACH

If either the City or the Pro fail to comply with any of the provisions of agreement; and fail to cure same, or are unable to provide justification for such noncompliance; then agreement may be terminated by the complying party. Said termination shall be effective thirty (30) days mailing notice to the address provided in this agreement by 1st class US mail, or hand delivery of notice.

5. COMPENSATION.

a) Concessions – Pro shall be given the exclusive privilege and shall be permitted, during the term of agreement, to operate the following concessions on the premises of the course. City shall receive the percent of income indicated after each service below. The remaining portion of the income collected is due the Pro; City income shall be accounted for and turned into the City finance office on a monthly basis. For the purposes of this section, revenues shall be the gross revenues prior to the application of Sales Tax. These payments are not in lieu of Sales Tax, these are additional payments for the use of the Course. At no time shall the City be responsible for any operating losses of concessions.

1) Services for which the Pro establishes the maximum charge with City Council ratification:

- i. Membership fees -- 2%
- ii. Greens fees-- 2%

2) Services for which Pro establishes the maximum charge:

- i. Sales in the Pro Shop -- 0%
- ii. Golf Instruction -- 0%
- iii. Golf Club Cleaning , rental and storage -- 0%
- iv. Locker rental -- 0%
- v. Driving Range facilities -- 0%
- vi. Rental of Golf Cars -- 0%
- vii. Shed rental Fees -- 0%
- viii. Trail Fees -- 0%
- ix. Club Rental, hand pull carts -- 0%
- x. Any other service or goods sold at the Course -- 0%

b) The amounts due to the City shall be turned into the City finance office by the twentieth (20th) working day following the close of the month. At no time shall the City be responsible for any operating losses.

c) Retainer – This is a payment by the City to the Pro for delivery of services under agreement. The amount shall be \$ 54,500.00 per year. Payments will be made on a monthly basis, by the tenth (10th) working day following the close of each month.

- i. This amount may be held by the City in trust if the Pro fails to provide the reports or pay the amounts owed the City as indicated in this contract.

- c) Provide supervision and coordination on the Course.
- d) Pro shall pay all operating expenses of the Course (excepting the area used by the Food Pantry).
- e) Pro may with City's prior written approval, which shall not be unreasonable withheld, make capital modifications, alterations and other changes to the interior of the Clubhouse, which shall be recorded on Exhibit C.
- f) Pro shall obtain and keep current, all necessary licenses or permits necessary to accomplish duties under the Agreement.
- g) Pro shall allow the Willcox High School Golf Team to play without charge by the Pro in accordance with the Exhibit B. This play includes use of the driving range and 3 – 5 days annually for tournaments.
- h) As an enticement to encourage use of the Course, the Pro shall permit individuals who are at the time of play current City of Willcox employees to use the Course, when the Course is available for general play, at no cost of Greens fees; all other costs shall be charged. These rounds are not included in 6.a) 3) above.
- i) The Pro shall maintain the interior of the structures, provide the necessary maintenance of the interior, including but not limited to painting and cleaning. .
- j) The Pro shall use best current practices for maintenance of the all vegetation on the Course (including the requirements of Exhibit D), including vegetation in and surrounding the water hazards/lakes (if any).
- k) The Pro will be responsible for the maintenance and repair of the irrigation system from and including the individual control valves to the irrigation heads. This will also include the controller and wiring to the control valves.
- l) The Pro shall maintain the cart paths.

7. DUTIES AND RESPONSIBILITIES OF THE CITY

- a) The City shall at its sole expense be responsible for the upkeep on: parking lot, exterior of buildings, heating and cooling equipment, ventilation equipment, fences, replacement of plate glass, upkeep of utility connections to any buildings, plumbing, electrical, and maintenance of the water hazards/lakes (Maintenance of the water hazards/lakes means the maintaining the integrity of the body of water to hold water-not Leak. At the time of this agreement the water hazards /lakes are not capable of holding water and the City does not have any funds budgeted or planned to bring them to usable condition, neither is the City providing assurance that if/when they are brought to usable condition that there will be sufficient water to fill the water hazards/lakes).
- b) The City shall maintain the pumps for delivery of effluent water to the Course in proper operating condition and pay the utility cost of operation of the pumps. The City shall maintain and repair all main lines and electrical lines on the course up to the individual control valves as well as the individual gate valves which feed the control valves. The City shall maintain and repair all main line valves on Course used to isolate various sections of the Course and the various pipes and valves used to feed effluent to the Course from the City's Waste Water Treatment Plant.
- c) The determination of good and serviceable condition of the Course shall be made by the City Manager in conjunction with the Pro.(See exhibit D for details)

- d) The City shall budget in each fiscal year during the term of this contract an amount to be used, by the Pro, to purchase materials as listed in section 6.k) above.
- e) Additionally, the City shall reserve the amounts received under section 5.a)1)i. & ii. Until the amount reserved equals \$2,500.00. Once the amount equals or exceeds \$2,500.00 any additional sums will be unrestricted deposits into the General Fund. Monies within this restricted account maybe used to provide improvements to the irrigation system, with the approval of the City Manager.
- f) The City agrees to; within one year of the approval of this agreement provide all the necessary parts, equipment, and labor to convert the existing practice green from potable water to effluent water

8. GOLF CARS

- a) The provision of golf cars for use on the course shall be the sole and exclusive responsibility of the Pro, except as noted in Section 8.b.
- b) Pro understands that the individuals have privately owned golf cars and may use them on the course subject to reasonable rules and regulations set by the Pro. These individuals are subject to reasonable storage and trail fees as provided herein

9. EQUIPMENT AND TRADE FIXTURES

Pro shall have the authority to purchase, at Pro's sole cost and expense, such trade fixtures and equipment as the Pro may feel necessary or appropriate. Disposition of these items will be as set forth in section 4 of agreement. (Exhibit C). The Pro further acknowledges that the items listed on Exhibit A are the property of the City and shall be returned to the City in as good of a condition as received excepting normal wear.

10. COMPLIANCE WITH LAWS

Pro shall comply with all applicable Federal, State, and local laws and ordinances governing the operation of the course. Violation of any such laws or ordinances may be considered as cause for termination under section 4 of Agreement.

11. PAYMENT OF OBLIGATIONS

Pro shall promptly pay all debts incurred by him for the purchase of goods or services used in the operation of the Course. Pro shall not permit any lien to be established against the Course.

12. INSURANCE

- a) Liability Insurance Throughout the term of Agreement, City will maintain in effect a policy of liability insurance, or self insure, against all risks for which a municipality may be held liable under the laws of the State of Arizona. The amounts of such insurance shall not be a limitation of City's agreement to indemnify, defend and hold Pro harmless.
- b) Pro Liability Insurance Pro shall secure public liability, property damage and products liability insurance with policy limits not less than the minimum amount which the City is liable under the Arizona Tort Claims Act. The amounts of such

insurance shall not be a limitation of Pro's agreement to indemnify, defend and hold City harmless.

- c) Fire and Casualty Insurance City shall at all times maintain in effect, with Pro as an additional insured, insurance against loss by fire or other casualty for buildings or improvements located on the Course.
- d) Evidence of Insurance. Each party shall deliver to the other a certified copy of the relevant policies of insurance or a certificate evidencing such insurance, upon written request. Each policy or certificate evidencing such insurance shall contain a provision requiring thirty (30) days' notice to the certificate holder before cancellation or a material change of the policy.

13. NOTICE OF CLAIMS

Each party shall give the other prompt notice of any claim coming to that party's knowledge that in any way directly or indirectly affects either party, and both parties shall have the right to participate in the defense of any such claim or suit instituted against that party where the liability is fully covered by insurance maintained by that party under the provisions of Agreement.

14. INDEMNITY

- a) Pro agrees to indemnify, defend and hold harmless City from any and all liability or loss against all claims, or actions based on or arising out of damage or injury to persons or property, caused by or sustained in connection with the performance of Pro's duties as provided herein.
- b) City agrees to indemnify, defend and hold harmless Pro for any and all liability or loss, and against all claims or actions based on or arising out of damage or injury to persons or property caused by or sustained in connection with the performance of the obligations and conditions of City as provided herein.

15. HAZARDOUS SUBSTANCE

City and Pro hereby affirm and agree that Pro is in no way responsible for the maintenance and upkeep of the Course prior to this Agreement. City hereby agrees to indemnify and defend Pro from any and all liability, claims or causes of action arising out of or based on claims or alleged causes of action or damages that there was, is or has been use of hazardous substances on the Course prior to this Agreement.

16. EMPLOYEES

The Pro shall employ any assistants necessary to effectively carry out the duties enumerated in Agreement. Pro shall be considered the employer of all assistants to be employed, shall pay them the salary stipulated in connection with their employment, and shall pay such federal, state and social security payments as are required by law, and shall comply with all federal and state laws in connection therewith.

17. UTILITIES

- a) Electrical service and electricity and other utility services used on or serving the Course, including but not limited to, gas, wastewater/sewage (shall be charged to the Pro at a rate established for a Commercial sewage account of like sized meter with a

flow as determined by the parties and approved by the City Manager), cable services, telephone, and potable water, are the responsibility of the Pro. The City shall work in cooperation with the Pro to make sure the Pro can secure the services at the rate charged for similar facilities, activities or uses by the applicable utility company to City. Pro shall timely pay all charges incurred for said services.

- b) The City shall be responsible for payment of all utilities necessary to deliver Effluent Water to the Course.
- c) Utility services used by the Food Pantry are the responsibility of the City. This was on original agreement highlighted for reference only

18. **FORCE MAJEURE**

If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, labor trouble, inability to procure material, failure of power, restrictive governmental laws or regulations, including, but not limited to, any laws or regulations imposed by City, riots, insurrection, war or other reason of a like nature, not the fault of the party delayed in performing work or doing acts required under Agreement, at the option of the party delayed, Agreement may be terminated or the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

19. **PERSONNEL**

- a) City retains approval of the person performing the on-site duties of Pro. Pro may hire a qualified on-site principal, with prior approval from City, to perform the day to day responsibilities.
- b) If the Pro and the on-site principal are unable to perform the duties due to illness or death, the City may declare the Pro to be in default.

20. **MISCELLANEOUS PROVISIONS**

- a) The waiver by either party of a breach or violation of any provision of 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 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) Agreement shall be interpreted, construed, and governed according to the laws of the State of Arizona.

- 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) Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.
- j) Each party which is a signatory to Agreement has full authority to enter into Agreement.
- k) The books and records, of the Pro, relating to this Agreement, shall be made available to city officials, or city agents, within forty-eight (48) hours of request for auditing purposes.
- l) The City understands that the Pro maintains a Travel Trailer on site, for which approval was received from the City Planning & Zoning Commission, the purpose being for a caretakers residence. The City has no objection to the Travel Trailer as long as it is fit for human habitation and used for that purpose.

21. GRANT OF CONCESSION

City grants to Pro, exclusive right to food and beverage services in the Clubhouse and any other location on the Golf Course which Pro deems appropriate for the operation of the services described herein and grants to Pro the exclusive privilege to sell, at prices Pro deems appropriate, food, beverages and, if applicable, alcoholic beverages on the Course, as Pro deems appropriate.

22. LEASE OF ALCOHOLIC BEVERAGE LICENSE

- a) Governmental License City has a Class 6 license to sell alcoholic beverages at Course. Pro understands that a license may be leased to a qualified lessee as determined by the State of Arizona. City agrees to lease said license to Pro during the term of Agreement upon such terms and conditions as may be set forth in law and regulation including, but not limited to those promulgated by the State of Arizona. City represents and warrants that during the term of Agreement no other party shall be given authority to sell alcoholic beverages from anywhere on Course.
- b) Professional License Should City fail to retain a governmental license to sell alcoholic beverages or the authority to lease said license, Pro shall have full authority to obtain a license for the sale of alcoholic beverages on Course. Should Pro obtain the license to sell alcoholic beverages, it shall pay the City, as set forth in section 5 of this agreement.
- c) Sales Tax Statements. Pro shall be required to provide to City monthly copies of the gross receipts tax statements and total sales volume from alcoholic and non-alcoholic sales within fifteen (15) days after the due date to the State of Arizona.

23. PERSONAL PROPERTY AND FIXTURES

Upon commencement of Agreement, Pro may take possession of, clean, repair and use those items of equipment identified in Exhibit A attached hereto and made part hereof. The items listed in Exhibit A shall remain the property of City. Additions or deletions shall be noted in writing to the City and by the City. All other equipment necessary to provide the services enunciated in Agreement shall be furnished by Pro. All equipment not on Exhibit A (furnishings and the like which have been purchased by Pro) may become the property of City upon termination of Agreement as provided in Paragraph 3 of this Agreement.

24. USE OF PREMISES

The Course may be used for any purpose permitted under the City Zoning Codes.

25. HOURS OF OPERATION

Pro shall maintain the concession business open, at a minimum, three hundred (300) days, during each calendar year, during daylight hours.

26. CITY ACCESS

Upon reasonable notification to Pro, City shall have reasonable access to all leased premises for the purpose of inspecting the same and making the repairs for which City is responsible as provided herein.

27. PARKING

Patrons of Pro shall have the right to use Course parking area which shall otherwise be under the exclusive control of City. City shall maintain the parking area in good order throughout the term of Agreement.

28. DAMAGES TO PREMISES

- a) If at any time during the term of Agreement, the Course, or any improvements located thereon, including, but not limited to, the heating, air conditioning, ventilation and sewage systems, are damaged by fire, act of nature, act of City or other cause beyond Pro's control, such that it is impractical or impossible for Pro to operate the Course or provide the other services contemplated by Agreement, Pro may terminate Agreement. To so terminate Agreement, Pro shall deliver written notice to City within twenty-one (21) days after the damage occurs, specifying the reasons for termination. Upon delivery of the notice, Pro shall have no further liability to City beyond payment of fees provided herein accrued to the date of termination. The City shall be required to follow the steps required in Section 3 c).
- b) If Pro elects not to terminate Agreement, Pro shall give written notice to City of its election not to terminate. Failure to provide notice within twenty-one (21) days of the damage is notice to continue operation. As soon as reasonably possible after receipt of said notice, City shall restore Course, and/or, if applicable, any major improvements located thereon, including, but not limited to, the heating, air conditioning and sewage systems, to the condition they were in before the damage occurred. After giving notice, Pro shall restore the interior of Buildings, including, but not limited to, trade fixtures and equipment to the condition they were in before the damage occurred.

A.1 pg 14

c) If at anytime during term of the Agreement the Course, or any improvements are damaged by causes within the Pro's control, Pro shall be responsible, at Pro's sole cost, to return the Course, or any improvements to the same or better state as prior to the damage. Failure of the Pro to immediately restore the damage may be basis for termination under Section 4.

29. NOTICES

City and Pro agree that any notices sent pertaining to this Agreement shall be sent by the mailing of written notice, by United States mail, postage pre-paid, to the address of the other party as set forth below or to such other address as the party may designate in writing:

For City:

For Pro:

City Clerk
City of Willcox
101 S. Railroad Ave Suite B
Willcox Az 85643

30. RENEWAL/EXTENSION

Either party shall notify the other party at least twelve months prior to the expiration of this Agreement of their interest in renewal or extension. The second party shall within ten days of the request respond to the notice. The City Manager shall establish a schedule for discussion of renewal/extension within thirty days of acknowledgement of the request. Either or both parties may waive the notice requirements of this section by written notice to the other party; waiver is not automatic and must be accepted by the nonrequesting party.

31. LIABILITY OF CITY

City and Pro intend that an independent contractor-employer relationship exist by and between City and Pro. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Pro. Pro is not to be considered an agent or employee of City for any purpose, and the employees of Pro are not entitled to any of the benefits that City provides for City's employees. City shall not be liable to Pro if governmental authorities suspend, revoke or cancel the City's Class 6 Liquor License.

32. ASSIGNMENT

City and Pro agree that this Agreement may not be assigned by Pro without the prior written consent of City; which shall not be unreasonably withheld. If Pro wishes to assign the Agreement written notice shall be provided as per the requirements of this Agreement. The City may require background information on the proposed Assignee prior to placing the item for City Council action.

IN WITNESS WHEREOF, City and Pro have executed this Agreement on the date set opposite their signatures.

A 1 PJ 15

CITY OF WILLCOX, ARIZONA
An Arizona municipality

By Mayor: _____
Date

ATTEST:

Christy Whelan, City Clerk

APPROVED AS TO FORM:

Hector Figueroa, City Attorney

Name of Pro _____

Date

By: _____

By: _____

Exhibit A

List of City owned Property at the Twin Lakes Golf course as of January 1, 2011

1. There are three (3) EZGO carts. All of them are very old and used up. One of them is used for repair parts for the other two. There are two (2) chargers with them and they both need timers in order for them to work.
2. There are three (3) display cases; all of them are in storage in poor condition.
3. There are three (3) tables 4'x6' and 59 chairs in fair condition.
4. There are two (2) riding Greens mowers. One of them was involved in a fire some years ago and has been used for parts for the remaining Greens mower.
5. The Greens Aerator runs, but it burns a lot of oil. All bushings need to be replaced and the engine rebuilt or replaced in order for this machine to perform efficiently and effectively.
6. Top-dressing/Sand spreading machine is functional but very old. It also burns a lot of oil and should be rebuilt.
7. The Ball Picker is very old and there are no parts available.
8. The Utility Cart is home made and old; but is functional.
9. There are two (2) Fuel Tanks in working order and are presently in use.

Exhibit B

To operate and maintain Twin Lakes Municipal Golf Course under a Professional Service Agreement for a minimum of five (5) years starting January 1, 2011.

The City of Willcox (City) is seeking to engage a Professional (Pro) to operate the Twin Lakes Municipal Golf Course (Course) as an independent contractor. The Pro is required to demonstrate experience and skills in the operation of similar type ventures. The Pro will have control of the operation and maintenance of the Course during the term of the Professional Service Agreement (Agreement). The City will provide Class B effluent water to the Course at no cost to the Pro.

Description of the Course

The course is located at 1000 South Rex Allen Jr. Road in Willcox Arizona. The Course consists of approximately 75 Acres of developed land that contains the nine (9) holes, 3 water hazards, 3 buildings, Driving Range, parking lot, and storage area. The playing area is a 9-hole, par 36 course, with a 69.3 PGA rating and a 107 slope rating. The playing area provides from 2727 yards of play from the ladies red tees, to 3303 yards of play from the men's blue tees. Typically the Course could be available for play 365 days per year during daylight hours. The heaviest use has been during the spring season.

Attachment 1 is information concerning the number of rounds played in recent years.

Ownership of Property and Equipment

The City owns all Real Property and maintains the same. The City uses the water retention areas (ponds/water hazards) on the Course as part of the City's effluent disposal system and will retain control of the ponds. One building (Pro Shop) appears to have termite damage; the City may replace or substitute other building space on the Course if the building is deemed by the City to be unusable. The Pro shall have the control and use of all other building and space excepting the space currently used by the Food Pantry and described as follows: The City currently utilizes space within one of the buildings of approximately 1710 square feet and anticipates continued use by the City during the term of this agreement.

The City has a Class 6 Liquor License (License) which the City will retain; the Pro may become the designated operator under the License if the Pro agrees to pay all associated fees.

The Pro will be expected to provide all equipment necessary for the maintenance and operation of the Course. Any Capital improvements made by the Pro will require prior approval by the City, which approval will establish any recapture of costs by the Pro. All equipment furnished by the Pro will remain the property of the Pro.

Responsibilities of Pro and City

Pro shall furnish all of the necessary labor, supervision, tools, vehicles, equipment, supplies, inventories, materials, utilities, insurance, and all other items incidental to the operation of the Course during the term of the Agreement and any extensions of the Agreement. All services, equipment, or other items provided by the Pro must comply with all applicable rules and regulations of the City and any other Federal, State, County,

or Local agency, which now exercises or may exercise control over the type of service provide by the Pro at the Course.

Pro shall establish fees and charges for services, sales, or rental of equipment. Information on these shall be available to the Public upon request. Pro may establish with City Council approval Greens fees and memberships.

Pro shall make the Course available for play a minimum 300 days per year, during daylight hours, tournament play shall be considered days available to the public.

Pro shall cooperate with the Willcox Unified School District Golf Program (School) by permitting active team members a reasonable number of rounds of golf and/or use of the driving range during and immediately preceding the High School Golf season, and must permit at no charge to the School for rounds at least one match play (tournament) between schools per calendar year. (Pro may charge for supplies, carts, food, etc.)

Pro will use the Class B effluent water, as permitted under State requirements, as necessary to properly water the Course; Pro is not required to use all effluent produced by the City.

Pro shall establish and make payments to maintain the necessary utilities (including potable water from the City) during the term of this Agreement.

Pro shall maintain the Course in good repair (**See exhibit D for further detail**) during the term of this agreement to include but not be limited to; the proper use of fertilizers, pesticides, mowing, irrigating, weeding, over seeding of Fairways, Tee boxes, and Greens, cleaning and maintaining the interior of buildings, maintenance of the cart paths, and policing the grounds.

Pro shall operate the irrigation system and maintain the irrigation system from and including the individual control valves to and including the sprinkler heads. (See attached drawing for clarification)

Pro shall only permit the application of Herbicides and Pesticides by a properly licensed applicator.

Pro shall maintain a Liability Insurance policy, naming the City additionally insured, in an amount not less than One Million dollars (\$1,000,000.00), which Policy shall cover public liability, personnel Liability, product liability, fire damage, and shall be in addition to any insurance coverage provided by the City.

Pro shall agree to protect, indemnify, subrogate, and hold harmless the City from any and all liability resulting from operation of the Course.

Pro shall be responsible for preparing any and all reports and payments.

Pro shall be responsible for providing to the City an amount of money as reflected in the Contract to reflect the % collected from various activities/services performed on the Course.

Pro shall indicate the name and background of the individual who shall be responsible for on site duties at the Course, this individual is subject to City approval which shall not be unreasonable withheld.

City shall provide Class B effluent water, year round, at no charge to the Pro, delivered to the Course, up to the amounts produced by the City's Waste Water Treatment Plant.

City shall maintain the irrigation system including pumps, piping, up to, but not including the individual control valves. (See attached drawing for clarification).

City shall maintain the exterior of the structures, parking lot, roadways, and ponds.

City shall provide payment, within 10 working days of the 1st of each month, 1/12 of the amount listed in the Contract for subsidy.

City shall maintain insurance on the Real Property sufficient to replace or repair the same if they are damaged.

Term of Agreement

City is establishing the initial term of the Agreement will be from January 1, 2011 to December 31 2015 (five years). City anticipates permitting up to three (3) one (1) year extensions to the agreement upon consent of both City and Pro.

Exhibit C

List of capital improvements and equipment showing: date of improvement; date authorized by the City; dollar cost of improvement; and Depreciation schedule.

Exhibit D
to the Professional Service Contract Twin Lakes Golf Course

The Pro shall maintain the course and grounds in a professional manner using turf maintenance and improvement techniques which he deems appropriate. Such techniques include mowing, aeration, fertilization, weed and pest control, de-thatching, over seeding, etc. The timing and frequency will be at the discretion of the Pro. Public Services & Works Staff, including the Public Works Director, may inspect the course at any time. An active dialogue concerning golf course conditions shall exist between the City Staff and the Pro to address questions or concerns of the course condition. Unusual conditions such as water shortages, storms, equipment failures, revenue declines, etc. will be discussed and documented. In the event a disagreement arises between City Staff and Pro concerning the upkeep or quality of course conditions, the City Manager will be used to settle the dispute.

**GOLF COURSE OWNERS AND MANAGERS
REPORT OF GOLF COURSE ROUNDS PLAYED**
(Pursuant to A.R.S. §§ 42-13151 through 42-13154)

765-A A.1 pg 20
APR 10 2012

Submitted to: Cochise County

Date: 9/15/11

A.R.S. § 42-13152 requires golf course owners or managers to provide information regarding the number of actual rounds of golf played each month during the most recent 12 months ending July 31. Actual rounds include all paid, complimentary and discounted rounds played by members, non-members or the general public. This information will be used to calculate economic obsolescence for property tax purposes. In order to receive the economic obsolescence adjustment, you must return this form to your County Assessor no later than September 30. Owners of multiple courses must report each course separately. This information is subject to verification. List Assessor's parcel numbers below and attach a list for additional parcels if necessary.

Book	Map	Parcel									

Course Name Twin Lakes Golf Course Number of Holes 9

PGA Rating 35.0 Slope Rating 116 Owner/Manager Jason E Carre Jones

Course Address/Location 1000 S. Rex Allen Jr. Dr. Willcox, AZ 85643
Street Address City

Business Mailing Address 1000 S. Rex Allen Jr. Dr.
Street Address or P.O. Box

Willcox AZ 85643
City State Zip

Person Completing Form Jason Jones Phone (520) 384-2720

August 1, 20 <u>10</u> to July 31, 20 <u>12</u>	ROUNDS PLAYED BY MEMBERS AND/OR GUESTS	ROUNDS PLAYED BY NON-MEMBERS	ASSESSOR USE ONLY
AUGUST	318	492	
SEPTEMBER	304	342	
OCTOBER	316	330	
NOVEMBER	168	176	
DECEMBER	166	250	
JANUARY	205	231	
FEBRUARY	134	130	
MARCH	336	264	
APRIL	210	186	
MAY	243	322	
JUNE	252	274	
JULY	334	347	
TOTAL EACH COLUMN	2986	3344	

6330

OWNER/MANAGER:
Copy this form for your records and mail or deliver to the County Assessor.

Daily Golfers August 2010 - July 2011

Month	NonMemb	Members	Total
August	492	318	810
September	342	304	646
October	330	316	646
November	176	168	344
December	250	166	416
January	231	205	436
February	130	134	264
March	264	336	600
April	186	210	396
May	322	243	565
June	274	252	526
July	347	334	681
	3344	2986	6330

Daily Golfers August 2011 - July 2012

August	285	328	613
September	174	303	477
October	162	93	255
November	130	120	250
December	120	98	218

RESOLUTION NO. 2010-100

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND ADOPTING THE TWIN LAKES GOLF COURSE LEASE 2010 AMENDMENT BETWEEN THE CITY OF WILLCOX ["LESSOR"] AND JOHN PETERSON AND BETTY PETERSON D.B.A. ENCORE CATERING UNLIMITED, L.L.C. ["LESSEE"] AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND THE LEASE 2010 AMENDMENT 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 for the Twin Lakes Golf Course was entered into on June 1, 2003 for the period of June 1, 2003 to December 31, 2010 with the right to amend the terms and conditions pursuant to Paragraph 31[C]; and

WHEREAS, LESSOR approved and adopted the Lease 2008 Amendment on July 7, 2008 to amend the language of Paragraph 8 [UTILITIES, TAXES AND OTHER EXPENSES] and Paragraph 9 [IMPROVEMENT] that addressed monthly payments to LESSEE and proposed budgeted Improvements to the Golf Course; and

WHEREAS, LESSOR, desires to approve and adopt the Lease 2010 Amendment to amend the language of the Lease terms and conditions and to extend the termination date to December 31, 2015; and

WHEREAS, the City of Willcox, Cochise County, Arizona desires to have this Resolution presented at the Regular Council Meeting on October 4, 2010 and has determined that approval of the Lease 2010 Amendment 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 timely implementation of the Lease Amendment, and that this Resolution shall be effective immediately upon its passage and adoption.

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: _____
Tab Number: _____
Date: _____

Date Submitted:
9-28-10
Date Requested:
10-4-10

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject: Assignment of agreement for maintenance of Golf Course from Petersons to Jason Jones

TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: The City currently has an agreement with John & Betty Peterson dba Encore Catering Unlimited, L.L.C. to operate and manage the Twin Lakes Golf Course, which is a City owed Golf course. The City recently approved an amendment to the agreement to provide a modification to the language, an extension of the term, and an adjustment of the compensation and duties. Paragraph 32 of the amended lease provides that the Agreement may not be assigned without the prior written consent of the City (see attached excerpt).

The City has received a request to assign the agreement to Jason Jones. Attached you will find the request for assignment from the Petersons, a copy of a resume of Mr. Jones, and a letter from Mr. Jones to the Council.

RECOMMENDATION: Consider the assignment; provide direction to staff if necessary; approve the assignment if appropriate.

FISCAL IMPACT: There is no additional impact to the City due to no changes in the amended lease agreement.

Prepared by: Pat McCourt

Approved by: _____
City Manager

RESOLUTION NO. 2010-102

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND ADOPTING THE TWIN LAKES GOLF COURSE LEASE ASSIGNMENT BY JOHN PETERSON AND BETTY PETERSON D.B.A. ENCORE CATERING UNLIMITED, L.L.C. [“ASSIGNOR”] TO JASON AND CARRIE JONES D.B.A. JNC VENTURES, LLC [“ASSIGNEE”] AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION, THE LEASE ASSIGNMENT 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 Original Lease Agreement for the Twin Lakes Golf Course was entered into on June 1, 2003 for the period of June 1, 2003 to December 31, 2010 with the right to amend the terms and conditions pursuant to Paragraph 31[C]; and

WHEREAS, LESSOR approved and adopted the Lease 2008 Amendment and the Lease 2010 Amendment with the provision for assignment with the consent of Mayor and Council; and

WHEREAS, ASSIGNOR and ASSIGNEE have entered into an Assignment and Consent Agreement to assign, transfer and convey all of ASSIGNOR’s rights, obligations, title, interest and liabilities in and to the Contract to ASSIGNEE; and

WHEREAS, the City of Willcox, Cochise County, Arizona desires to have this Resolution presented at the Regular Council Meeting on October 4, 2010 and has determined that approval of the Lease Assignment 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 timely implementation of the Lease Assignment, 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:

Section1: That the City of Willcox formally approves and adopts the Twin Lakes Golf Course Lease Assignment 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 authorized and empowered to execute this Resolution and the Twin Lakes Golf Course Lease Assignment and Consent Agreement.

PASSED AND ADOPTED by the Council of the City of Willcox, Cochise County, Arizona, this 4th day of October, 2010.

APPROVED/EXECUTED:

/S/ GERALD W. LINDSEY
MAYOR, GERALD W. LINDSEY
Signed: 10-06-2010.

ATTEST:

APPROVED AS TO FORM:

/s/ Cristina G. Whelan, CMC
City Clerk, Cristina G. Whelan, CMC

/s/ Hector M. Figueroa
City Attorney, Hector M. Figueroa, Esq.

RESOLUTION NO. 2010-102

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THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 4TH DAY OF OCTOBER 2010

CALL TO ORDER –Mayor Gerald W. Lindsey called the regular meeting to order on Monday, October 04, 2010 at 7:00 p.m. Welcomed all to Council meeting this evening and good to see “a few shining faces” and welcomed all to come any time.

ROLL CALL-City Clerk Cristina G. Whelan, CMC, called the roll:

PRESENT

- Mayor Gerald W. Lindsey
- Vice Mayor Monika Cronberg
- Councilman Elwood A. Johnson
- Councilman Stephen Klump
- Councilman Christopher Donahue
- Councilman William “Bill” Holloway
- Councilman Robert “Bob” Irvin

STAFF

- City Manager Pat McCourt
- City Clerk Cristina G. Whelan, CMC
- Library Director Tom Miner
- Finance Director Ruth Graham
- Public Services & Works Director Dave Bonner

PLEDGE OF ALLEGIANCE TO THE FLAG-Mayor Lindsey.

CALL TO THE PUBLIC- Mr. Paul Sheats addressed the Mayor and Council and thanked them for all they are doing. His next planned event is Harvest Fest on Halloween night at the Community Center and is inviting anyone that wants to pull together and participate. Eight churches have joined and they are not asking the Council to waive the rental fees. The initial fee has been paid and insurance. Mr. Sheats invited all to come down and meet people, youth and encourage kids and anyone else to join in. The event starts at 6:00 p.m. to 8:00 p.m. on Sunday, October 31st.

DECLARATION ON CONFLICT OF INTEREST-Councilman Donahue declared conflict of interest on all items relating to the Consent Agenda. There was no further response from the Mayor, Council members or staff.

ADOPTION OF THE AGENDA

MOTION: Councilman Johnson moved to adopt the agenda as presented.

SECONDED: Councilman Holloway seconded the motion. **CARRIED.**

DISCUSSION/DECISION ENTER 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

City Manager Pat McCourt spoke earlier this evening with the City Attorney Hector Figueroa who has an emergency and is available by phone if needed. There is no reason at this time for an Executive Session.

RECESS TO EXECUTIVE SESSION, IF APPROVED

RECONVENE FROM EXECUTIVE SESSION

10. CONSENT AGENDA

Items that are considered to be routine by the City Council will be enacted by one motion without discussion. The consent agenda is a timesaving device and Council members have received documentation on these items for their review prior to the open meeting. Any Councilmember may remove any item from the consent agenda for discussion and a separate vote as deemed necessary. The public may view the documentation relating to the consent agenda 24 hours prior to the meeting at the City Clerk’s Office, 101 S. Railroad Avenue, Suite B, Willcox, AZ from 8:30 a.m. to 4:30 p.m. or at the Elsie S. Hogan Library, 100 N. Curtis Avenue during normal working hours Monday-Saturday.

10A. THE REGULAR MEETING HELD ON SEPTEMBER 20, 2010

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 4TH DAY OF OCTOBER 2010**

- 10B. **RESOLUTION NO. 2010-99 APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE NORTHERN COCHISE COMMUNITY HOSPITAL, A HOSPITAL DISTRICT, FOR THE PROVISION OF SERVICES FOR SENIOR CITIZENS AND DECLARING AN EMERGENCY TO EXIST.**
- 10C. **RESOLUTION NO. 2010-100 APPROVING AND ADOPTING THE TWIN LAKES GOLF COURSE LEASE 2010 AMENDMENT BETWEEN THE CITY OF WILLCOX ["LESSOR"] AND JOHN PETERSON AND BETTY PETERSON D.B.A. ENCORE CATERING UNLIMITED, L.L.C. ["LESSEE"] AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND THE LEASE 2010 AMENDMENT AND DECLARING AN EMERGENCY TO EXIST**
- 10D. **RESOLUTION NO. 2010-101 RATIFYING, APPROVING AND AUTHORIZING THE SUBMISSION OF THE APPLICATION TO THE ARIZONA STATE LIBRARY ["ASL"] UNDER THE SGIA-CONSTRUCTION GRANT PROGRAM FOR A QUALIFYING AMERICANS WITH DISABILITIES ACT ["ADA"] RENOVATION PROJECT AND DECLARING AN EMERGENCY TO EXIST.**
- 10E. **RESOLUTION NO. 2010-103 APPROVING AND ADOPTING THE ASSIGNMENT AND CONSENT AGREEMENT FOR THE FORT GRANT CONNECTIVITY ENHANCEMENT PROJECT BY AECOM USA, INC. ["ASSIGNOR"] TO AECOM TECHNICAL SERVICES, INC. ["ASSIGNEE"] AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST**

MOTION: Councilman Johnson moved to adopt the consent agenda items as presented.

SECONDED: Councilman Klump seconded the motion. **CARRIED 6-0-1** Declared Conflict of Interest Councilman Donahue.

PRESENTATION BY REVENUE DISCOVERY SYSTEMS

City Manager Pat McCourt stated he attended this presentation at the Annual League Conference and Finance Director Ruth Graham will do the introductions. Ms. Graham introduced Mr. Rob Heimbuch and thanked them for opportunity to stop by and visit with Mayor and Council. Explained what they are about and what they are running in the State of Arizona. Few faces he has seen at the Annual League of Arizona Cities & Towns. Working with Bullhead City who was their first customer and Revenue Discovery Systems (RDS) a few years ago talked about what they are doing in Arizona. He presented a slide presentation and brief overview how came to Arizona and relationship with the League. Meet 2.5 years ago with Ken Strobeck and Tom Belsche and presented what their company does and if felt market in Arizona. Mr. Belsche was tasked to research them and response. They have been in Alabama since 1980 and in Louisiana, Texas, District, Puerto Rico, Georgia and moving West to Arizona and California.

RDS is government Service Company provides management services to the public section. It is Tax Administration and become the Arizona Department of Revenue (ADOR). Rather than contract with ADOR collect taxes they collect them and City's employee. Currently the City receives a huge report monthly from ADOR. They now have 1/3 less people than they had a couple years ago. Use Retail, Restaurant and not names since that is Confidential. The report is much more manageable. They will give staff more information to make better decisions. Taxpayers remit to Alabama instead of Phoenix and now 2-forms rather than one. The State Tax form goes to State and Willcox Tax will go to Birmingham, Alabama. They encourage on-line filing. Make life simpler because when fill out form the first time there is field Gross Sales and next month put dollar amount and calculates everything. Still have exemptions and have to do that. There are 13-15 Self Collecting and their tax payers have to fill out 2-forms. That is inconvenience but big positive. They are not Arizona Model City Tax Experts and that is not their function they are trying to collect dollars that belongs to the City's bank account. The Tax Code is on their computer screens in Alabama and able to answer some questions. Your City Auditor and City Attorney are there to answer questions. They only observe 4-Holidays, Christmas, Thanksgiving, New Years and 4th of July otherwise they are open. Open 7-5 Arizona time Monday-Friday. If not open leave message and they will return the call the next working day.

Revenue Discovery Recovery is what they first do when take client on. That is part of 90 day implementation and will take from Willcox and ADOR data base and match that with City's and do a scrub. May have Arizona License but forgot to pay City of Willcox and they will find those during implementation process or annually at a different fee. Receivable Management is Debt Collection and they are owned by Portfolio Associates

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THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 4TH DAY OF OCTOBER 2010

The Proposed Contract is 5-years and first is 1.05% of the monthly fee and deducted from payment before sent and year's 4-5 rate is 1.20%. There is no internet and every staff is addressing that.

City Manager McCourt stated staff has no faith in the ADOR and we are not getting the service nor are the businesses and see this as vast improvements. Staff thinks this is better for our Community and the City runs more efficient. Mayor Lindsey asked a hypothetical question: John Doe Appliance is suspected of not paying sales tax and the City asks them to audit what the cost will be to the City. Mr. Heimbuch replied \$85/hour when they walk-in to do Audit. Mayor Lindsey agreed the immediate benefit is the reports which show who did or did not pay and how much. Mr. Heimbuch explained that the decision is up to staff to determine to call for an Audit. Councilman Klump asked if State charges City to collect our taxes. Pricing model is based on the other 48 states. Mayor Lindsey asked if at the present time is the State doing any auditing and Mr. Heimbuch said "they are not." The State is down 33% of its workers. Councilman Donahue asked how this effects the collection of taxes during special events when they put all the vendors under one license Mr. McCourt replied each of those vendors should have tax number and should report sold in our community. Mr. Heimbuch added anybody that holds event should have license. Councilman Klump said the State used to do quarterly and with this company form on or off months. Mr. Heimbuch replied RDS prefers it that way and because of SASB 70 they will call businesses and walk them through and send those 3-months to do on-line.

Mayor Lindsey thanked Mr. Heimbuch for the presentation and he thanked the Mayor and Council for opportunity. Mr. Heimbuch also learns from questions asked and staff has his card and is here to answer questions and if not he will get the answers.

Mayor Lindsey directed staff to go ahead and look at process and refine a little better and bring that back to Mayor and Council for consideration.

DISCUSSION/DECISION REGARDING RESOLUTION NO. 2010-102 APPROVING AND ADOPTING THE TWIN LAKES GOLF COURSE LEASE ASSIGNMENT BY JOHN PETERSON AND BETTY PETERSON D.B.A. ENCORE CATERING UNLIMITED, L.L.C. ["ASSIGNOR"] TO JASON AND CARRIE JONES D.B.A. JNC VENTURES, LLC ["ASSIGNEE"] AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION, THE LEASE ASSIGNMENT AND DECLARING AN EMERGENCY TO EXIST

MOTION: Councilman Johnson moved to approve Resolution No. 2010-102, as stated, relating to the Twin Lakes Golf Course Lease Assignment by John and Betty Peterson DBA Encore Catering Unlimited, LLC to Jason and Carrie Jones DBA JNC Ventures, LLC.

SECONDED: Councilman Donahue seconded the motion. **DISCUSSION:** Vice Mayor Cronberg commented on the passion of the letter from Jason Jones presented and appreciates all here and willing to do it. **CARRIED.**

DISCUSSION/DECISION REGARDING RESOLUTION NO. 2010-104 TO RATIFY, APPROVE AND ADOPT THE CONTRACT AMENDMENTS NO; 3 AND 4 BETWEEN THE CITY OF WILLCOX ["CITY"] AND AECOM TECHNICAL SERVICES, INC. ("AECOM") FOR POST DESIGN SERVICES AND PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE FORT GRANT CONNECTIVITY ENHANCEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

MOTION: Councilman Johnson moved to approve Resolution NO. 2010-104, as stated, to ratify, approve and adopt the Contract Amendments No. 3 and 4 between the City and AECOM for Post Design Services and Professional Construction Management Services for the Ft. Grant Connectivity Enhancement Project.

SECONDED: Councilman Donahue seconded the motion. **DISCUSSION:** Councilman Johnson stated this has been a long time coming. Councilman Klump said this \$417,000 asked if that falls within and Mr. Bonner replied that is the grant. Mr. Bonner said the remaining portion \$81,508 was previously approved and paid for the Environmental Studies. Councilman Klump said then we have no more outlay and Mr. Bonner said we have \$23,813 or 5.7% of project and that is requirement. Councilman Johnson stated that is in-kind as well right? And Mr. Bonner replied believes all in-kind. Councilman Klump Pat said paying for that from Highway Users Fund. The earlier amount of \$81,000 has already been paid from Local Highway Users Fund. **CARRIED.**

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 4TH DAY OF OCTOBER 2010**

DISCUSSION REGARDING THE JUNE 30, 2010 INVESTMENT REPORT

Finance Director Graham reported this is snap shot of cash balances as of June 30. This report does not necessarily reflect the activity for the year. Staff has complied with the directive from Council in our Industrial Park. The primary objective of the City is safety and collateralization. Safety has 2-CD's fully insured CDARS, we have money in the Local Government Investment Pool 700; CDARS money market .25% earnings and just moved \$2.3M back to which is 1.05%. The goal is not to tie the money up too much until we see if rates will improve. This snap shot is as of June 30 and on September 30th will show projections and audit. City Sales Tax came in higher than projections. At the first meeting in November staff will have the September 30th reports on the first quarter.

REPORTS BY THE CITY MANAGER PAT McCOURT

Consideration, discussion and/or decision regarding the following topics by the City Manager:

- **Report on the Willcox High School Football Team**-the Cowboys beat Pima Roughriders 34-0; next game anticipated difficult game in Morenci Wildcats and Cowboys ended up on top 36-6. Encouraged all to attend game on Friday against Tombstone and it is also Homecoming.
- **Report on City Clean Up Day**-held on Saturday, September 25, 2010; and big lots are being cleaned due to Code Enforcement. Working on getting large lots in town and Jeff ill and no report.
- **Report on Rex Allen Days**- 59th Annual Rex Allen Days held! Had a lot of work to do and had enjoyable time. Saturday night Show was 3-hours none stop.
- **Report on Senior Center**-Ribbon Cutting held and Open House.
- **Report on Public Safety Ordinance and schedule work sessions**-draft Public Safety Ordinance ready and next work session at 6:00 p.m. on Monday, October 18, 2010. Had scheduled a Solid Waste meeting but the City Manager is scheduled to be out-of-town and staff will hold work session on the Public Safety Ordinance. There are two (2) new areas (1) fireworks and (2) Social Hosting that is term used when adults allow minors to have parties and do illegal activity at their homes/residences.
- **Report on Skate Park Board Meeting**- meeting was held on September 21, 2010. Went over where we are, what we are doing, where we are at, and what is next step.
- **Report on Library New Technology Tools Presentation**-Library presents information on New Technology Tools Library "guru" is not here and wait until November 1st meeting.
- **Report on the AMRRP bulletin**-Article regarding Reality Check (School Violence) and how we have to get ready for that. There is more that always needs to be done.
- **Report City Manager to ICMA Training**-the City Manager will be gone from the 15th through the 20th of October to attend the ICMA training in San Jose, CA. During that time Chief Weaver is Acting City Manager.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS.

Councilman Holloway enjoyed weekend during Rex Allen Day's, lots of people, very well run and appreciates staff help.

Councilman Donahue enjoyed the weekend festivities and understands good time was had by all.

Vice Mayor Cronberg thanked everyone that worked, behind and in front of the scenes.

Mayor Lindsey echoed those comments. There were lots of people in town, attendance better than last few years; lots of activities well attended and well represented. Lots of local people participated in events to help make it a success.

Johnson echoed the same as far as the success. Participation of the community and comments received from outside from the stars they want to come back, they had a lot of fun and no where else they could find atmosphere of Western Heritage and loving people and kudos to Rex Allen Days and successful 59th and next year 60th and Arizona's Anniversary and it should be huge.

Councilman Irvin stated he is glad it is over with! Congratulations to Councilman Holloway and meet a lovely woman this weekend and turns out to be his fiancé.

Mayor Lindsey announced that the Extended Hands Ministry float was presented the Mayor's Award!

ADJOURN

There being no further business before the Mayor and Council, Mayor Lindsey adjourned the meeting at 8:18 p.m.

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**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 4TH DAY OF OCTOBER 2010**

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the City Council of the City of Willcox held on the 4th day of October 2010. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 30th day of November 2010

/s/ Cristina G. Whelan, CMC
City Clerk Cristina G. Whelan, CMC

PASSED, APPROVED AND ADOPTED this 6th day of DECEMBER 2010.

/S/ GERALD W. LINDSEY
MAYOR GERALD W. LINDSEY
Signed: 12-06-2010

ATTEST:

/s/ Cristina G. Whelan, CMC
City Clerk Cristina G. Whelan, CMC

September 28, 2010

Willcox City Council
Willcox, AZ 85644

Dear Esteemed Council Members,

In submitting my resume for your consideration concerning the golf course contract, I want to provide more insight into myself for you.

In 2001 I moved my wife, Carrie, and oldest daughter Chloe (3 1/2 at the time) to Willcox. It was one of the best decisions of my life. Carrie and I both taught for the school district and I did some coaching as well. It was during this time that I fell in love with Twin Lakes Golf Course. During the summer I would be on the course early in the morning and walk 18 holes before it got too hot. My passion for golf was augmented by this beautiful little course; it became my little piece of heaven on earth.

I have golfed ever since I was a little kid. My dad used to bring me out with him and I would walk along with my little 5 wood and beat the ball down the fairway as he played. As I grew older my love for the game grew even more. During the summer my mom would drop me off at one of the municipal courses in Tucson and I would play all day.

Since moving to Willcox my wife and I have been blessed with three more children (Aubrey, Karsten, and Dalton, to go along with Chloe). I am proud to be a Willcox community member and hope to continue raising my family here and someday retire here.

I have learned an immense amount about the golf business from John and Betty Peterson while working at Twin Lakes. I have tackled every facet of the business to some degree since being here. Every day is different, which I love. Due to this experience I feel that I have a great handle on how to run a golf course optimally. I am thrilled beyond belief at the prospect of having the privilege and honor of running Twin Lakes. If given the opportunity I would do everything in my power to ensure that the course stays in great condition and that the community members and visitors alike have a great place to play golf. I have a solid team of employees in place, ready to go, to ensure a seamless transition. Furthermore, I have a solid arrangement with John and Betty and everything it takes to make the golf course function as it is.

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From the bottom of my heart I cannot convey how much the golf course means to me. I have gladly worked anywhere from 60 to 100 hours a week since working for John and Betty; in part because I love what I do and also so that I could glean as much knowledge and experience as I could on how to manage a golf course. I have shed a little blood, a lot of sweat, and a few tears on the course since being here and have to admit it is a major part of my life. I hope and pray for your blessings on this transfer.

Sincerely,

A handwritten signature in black ink, appearing to be 'J. Jones', written in a cursive style.

Jason Jones

Jason M. Jones
707 N. Mesa Ave.
Willcox, AZ 85643
520-507-1934 (cell)
jmatthewjones@hotmail.com

Leadership Experience:

June 2008 – Present: Director of Operations at Twin Lakes Golf Course; Willcox, AZ. Assists in supervision of daily operations including, but not limited to, machine maintenance, irrigation maintenance, course appearance, and pro shop management. Also provides golf instruction and is the assistant high school golf coach.

Aug. 2007 – June 2008: Administrative intern at Molalla High School; Molalla, OR. Current duties include attendance monitoring, discipline issues, and general supervision. Also, helped math department develop mini-curriculum that addressed improvement in skills that pertain to state standards.

Aug. 2004- May 2006: Administrative intern at Willcox High School in Willcox, AZ. Responsibilities included student discipline, school improvement plan, and general supervision at athletic events.

Aug. 2004 – May 2006: District Trainer and mentor at Willcox High School in Willcox, AZ. Developed and gave presentations for staff development and new teacher induction. Also provided coaching and mentoring to new teachers throughout the school year.

May 2004 – May 2006: Head baseball coach at Willcox High School in Willcox, AZ. Helped turn a 9-17 program into conference champions and lead them to the state semi-finals within two years. Earned 2A East Conference coach of the year honors in 2006. Also led fundraisers and handled public relations with media. Furthermore, was head basketball coach at Willcox High School in 2005-2006.

Educational Experience:

Aug. 2006 – June 2008: Math teacher (general math, pre-algebra, algebra, geometry), assistant baseball coach at Molalla High School.

Aug. 2001 – May 2006: Teacher and coach at Willcox Unified School District, Willcox, AZ. Taught life science for two years at the 7th grade level and then math at the high school level for three years (Pre-Algebra, Geometry, and Algebra 2). Coaching duties included: junior high wrestling, junior high assistant basketball, junior high and high school assistant football, head junior high football, head high school basketball, and head high school baseball.

Non-Educational Experience:

Feb. 1999- Oct. 2000: Real Estate Agent for Long Realty in Tucson, AZ. Worked with Curt Stinson; sold and managed nearly \$12,000,000 in transactions. Helped double production in an 18 month period.

Education:

Feb. 2004 – Feb. 2006: University of Phoenix; MA in Educational Administration.

Aug. 1995 – May 1997: University of Arizona; BA in Political Science.

Community/Volunteer Work:

Chairperson for preschool building committee, Willcox (AZ) United Methodist Church. Helped oversee construction of 5000 square foot facility.

Co-Chair for board of trustees, Willcox (AZ) United Methodist Church. Oversaw maintenance and up-keep of church facility.

National Weather Service volunteer observer, Willcox, AZ. Collected data for NWS, and wrote weather reports for weekly paper.

Twin Lakes Golf Course

**1000 S. Rex Allen Jr. Drive
Willcox, Arizona 85643
520-384-2720**

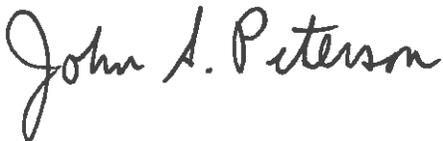
Mr. Pat McCourt
City Council Members
Willcox, Arizona 85643

This is to inform you of our intent to assign the Twin Lakes Golf Course Lease agreement to Jason Jones of Willcox, AZ. Our agreement with him will begin on Thursday, October 7, 2010. Jason has worked with us for over two years and we feel he is capable and very willing to assume the lease and improve the golf course.

Attached is a copy of his resume.

Sincerely,

John and Betty Peterson

A handwritten signature in cursive script that reads "John A. Peterson".

Assignment and Consent Agreement

RECITALS

WHEREAS, City of Willcox (City) and John and Betty Peterson D.B.A. Encore Catering Unlimited, L.L.C. executed that certain agreement for Twin Lakes Golf Course Lease;

WHEREAS, John and Betty Peterson D.B.A. Encore Catering Unlimited, L.L.C. ("Assignor") wishes to assign the lease to Jason and Carrie Jones D.B.A. JNC VENTURES, L.L.C. ("Assignee") and

WHEREAS, City Consents to the assignment of the Lease

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agrees as follows:

ASSIGNMENT

Assignor hereby assigns, transfers and conveys all of its rights, obligations, title, interest and liabilities in and to the Lease to Assignee. Assignee hereby accepts such assignment and assumes all of Assignor's rights, obligations, title, and liabilities in and to the Lease, whether such rights, obligations, title, interest or liabilities arose before or after the date of this Agreement.

CONSENT TO ASSIGNMENT

City herby consents to the assignment of the Lease from Assignor to Assignee and agrees to look solely to Assignee for the continued performance of the Lease.

Executed this _____ day of _____, 2010

ASSIGNOR

John & Betty Peterson D.B.A. Encore Catering Unlimited, L.L.C.

By: John S. Peterson

Name: John S. Peterson

Title: First Member

By: Betty L. Peterson

Name: Betty L. Peterson

Title: Second Member

ASSIGNEE

Jason & Carrie Jones D.B.A. JNC VENTURES, L.L.C.

By: JJ

Name: Jason M. Jones

Title: Member

By: Carrie A. Jones

Name: Carrie A. Jones

Title: Member

Attachment 3 pg 1

Dave Bonner
Public Services & Works Department
Director



250 N. Railroad Ave.
Willcox, Arizona 85643
Phone: (520) 384-6447 Fax: (520) 384-3993
Email: dbonner@willcoxcity.org

July 6, 2012

"Mine, Yours, Ours"

The following information is taken from Public Services and Works weekly staff meeting and Caselle general ledger. It establishes a timeline for the repair of the golf course main pump and jockey pump. The initial failure of the system was due to the tank breaching in late October. In the initial evaluation of replacing the tank it became apparent that replacing the tank with the same type of tank would be more expensive than replacing the large tank with a much smaller tank and utilize a Variable Frequency Drive to control pressure in the system. Therefore the smaller tank was purchased and the Jockey Pump was put back in operation within a week. Once the VFD was ordered and received other materials were required to integrate the VFD in the system. January was spent acquiring other components and preparing the cabinet for the new equipment.

Once the system was operational a representative came and helped with fine tuning the operation of the system. The Main pump was operation in the week prior to March 16, 2011.

1. In our October 28, 2010 staff meeting it was reported that the large pressure tank blew out and the crew spent most of the week isolating and replacing the tank.
2. November 3, 2010 we reported that the new tank was finished and the old water truck was left at the golf course to aid with watering the greens until repairs were complete.
3. November 10, 2010 we reported that work continued on the irrigation pumps at the golf course and we were getting bids on a Variable Frequency Drive (VFD) for the large pump.
4. On November 17, 2010 we reported that quotes were received for the VFD.
5. On December 1, 2010 the VFD was ordered.
6. On December 28, 2010 the invoice for the VFD was paid.
7. On February 16, 2011 we reported that wiring was installed for the VFD.
8. On March 16, 2011 we reported that we started the VFD at the golf course.
9. On March 23, 2011 we reported that parts were ordered for the filter at the Golf Course.
10. March 23, 2011 we reported that the jockey pump was finished. (The jockey pump had been in operation during this time but probably failed prematurely because of the increased usage.)

THE MINUTES OF THE WORK SESSION MEETING OF THE MAYOR AND CITY COUNCIL, OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA HELD ON THIS 20 DAY OF SEPTEMBER 2010

CALL TO ORDER-Mayor Gerald W. Lindsey called the work session to order on Monday, September 20, 2010 at 6:00 p.m. Welcome to work session and expect discussion and participation from all here to share their thoughts.

ROLL CALL -City Clerk Cristina G. Whelan, CMC, called the roll:

PRESENT

Mayor Gerald W. Lindsey
Vice Mayor Monika Cronberg
Councilman Elwood A. Johnson
Councilman Stephen Klump
Councilman Robert "Bob" Irvin

ABSENT

Councilman Christopher Donahue
Councilman William "Bill" Holloway

STAFF

City Manager Pat McCourt
City Attorney Hector M. Figueroa
City Clerk Cristina G. Whelan, CMC
Library Director Tom Miner
Public Safety Director Jake Weaver
Finance Director Ruth Graham
Public Services & Works Director Dave Bonner
Building Inspector Jeff Stoddard

PLEDGE OF ALLEGIANCE TO THE FLAG-Mayor Lindsey

DECLARATION ON CONFLICT OF INTEREST-There was no response from the Mayor, Council members or staff.

ADOPTION OF THE AGENDA

MOTION: Councilman Johnson moved to adopt the agenda as presented.

SECONDED: Vice Mayor Cronberg seconded the motion. **CARRIED.**

DISCUSSION REGARDING THE PROFESSIONAL SERVICE AGREEMENT -TWIN LAKES GOLF COURSE

City Manager Pat McCourt addressed the Mayor and Council. The City Manager explained the City owns and operates Golf Course and has contracted it out. Request for Proposals went out 2003 and amended May 2004 and July 2008. The current providers are John and Betty Peterson and are in attendance here. The current contract appears to expire December 31, 2010. Staff has looked at the options to go out for new RFP; talk with current provider and after discussion wants to continue. After 5-months established contract especially in areas not well defined on certain tasks. New Professional Service Agreement-Twin Lakes Golf Course is included in packet. The City owns the course, City provides effluent water up to supplies available; City retains ownership and maintenance of capital components; the Pro takes care of all the maintenance, seeding, watering, cutting of grass, sprinkler system maintenance from control box to sprinkler heads and the City's maintenance is from the valves to control box. The City pays a subsidy to the Pro and Pro allowed to sell goods and services at the course and retain those. The amount is \$52,000/year paid to the Pro from \$40,000 General Fund Parks and \$12,000 from Sewer Fund. New contract does slightly modify that. \$54,500 because did shift some duties from maintenance of sprinkler to Pro and \$40,000 General and \$14,500 from Sewer Fund. Public Services and Works Director Dave Bonner stated already have that money in Maintenance and shifting it over. Clarified ownership of property the older did not provide for Pro to put in capital. Under the new there is provision with City approval can make capital improvements and recover over lifetime. If City wants to part ways then City would have to pay back the un-reimbursed and Pro would have some protection and there is incentive for Pro to put in capital improvements if he and City agree to that. Provision of Section 5 states 2% Greens Fees and Membership Fees collected by Pro are to be paid to City and also have provision that the City will take that money as it is coming in and set aside until reaches \$2,500 that will be used for improvements of the sprinkler system on the course. If collected \$10,000 then only \$2,500 in this account. Mayor Lindsey asked if one time \$2,500 or each year and once reaches that then the funds goes to General Fund. City Manager McCourt explained that surplus above goes to the General Fund and Mayor said then drawn down then funds come back into that account. Mr. McCourt replied "that is correct." Given the existing Greens Fees and Number of Rounds the Greens Fees would be a little above \$1,000 that the 2% would generate. It is not a massive amount of money. Staff worked very hard to clarify duties of parties and spent vast amount of time.

The Agreement does provide that the Pro would have the ability to continue to Lease the Liquor License that the City has. It was mentioned to the City Manager that perhaps we need to more clearly define in the agreement and he lifted it directly from

**THE MINUTES OF THE WORK SESSION MEETING OF THE MAYOR AND
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HELD ON THIS 20 DAY OF SEPTEMBER 2010**

previous agreement and it seems to work well and it was pointed out to him perhaps the City needs to have better understanding on what's happened under that Liquor Agreement. He will talk to John Peterson and does not anticipate any difficulties.

Mayor Lindsey thanked them for being here and thanked the City Manager for providing information, appreciates input and looks forward to working with them.

There is provision for the Peterson's if they wish to sell the business and assign to another party. They will ask the Council to approve or disapprove; we have defined hours of operation minimum 300 days per calendar year that the Course would be kept open. Mr. Peterson also added free greens fees to City employees and City Manager said it is item on page 5 under 6H that City Employees could get free greens fees if they wanted to rent cart they have to pay for that and for golf balls. The City has negotiated quite extensively and both concerned with clearly defining duties. Both parties are not quite happy although at an agreement.

Mayor Lindsey asked if we have any legal obligation to go out to bid. Mr. McCourt explained he asked the City Attorney and his response is "apparently not." We have ability to do that if we wish and there is no requirement and could go out for Request For Proposal. Mayor Lindsey then have they considered an extension and Mr. McCourt said it would be a very extensive amendment. The other amendments were quite substantial. Staff is "happy" with our current Pro and working with them and we hope they are happy working with us.

Councilman Johnson asked if there is a designated line item in our budget for funds raised for replacement of Club House. Mr. McCourt said that is correct. In Fund 17 monies were collected specifically for the use on the Club House at the Golf Course and are totally separate from this. And those are also available for capital. Councilman Johnson wants work session to redo the roof and we have not done anything since last time we met. Mr. Bonner explained the roof at the Club House was repaired: wings and re-roofed. A window plane down and concerned structure failure and found not nearly as bad as we thought because it was Cedar. Mr. Peterson has also got a tent put up which helped out there too. Councilman Johnson asked about termite inspection and have we had any problems recently. Mr. Peterson replied in the affirmative. Mr. Bonner stated that the termite damage was limited to the Douglas Fir around the windows but the Cedar structure itself did not have any termite damage. Vice Mayor Cronberg asked if replaced and upgraded and Mr. Bonner replied on that one window it was. Plan to continue that all around. Mayor stated Councilman Johnson's question was has there been inspection and are there still termites active. Mr. McCourt said not that he is aware of.

City Manager McCourt explained we have Exhibits and one is the list of City owned equipment separate from structures; Exhibit B was what was planned for RFP and incorporated; Exhibit C is blank to list Capital Improvements if any and agreed upon and depreciation schedule; Exhibit D we would more clearly define maintenance of the course and we would work on that issue. Councilman Johnson asked if we still have severe issues with water and sprinkler heads. Mr. Peterson said there are several severe issues and of all the problems the sprinkler system is the worst due to age, continually pumping "dirty water" before corrected. It has taken a toll on the sprinkler heads. Some issues would have happened because of age and some was exaggerated because of the dirty water. Everything he can think of in his mind has gone really smooth. The irrigation system is a problem and continues to be a problem and City has to do quite a bit of work because that needs to be done. Probably 2/3's of the system is working and 1/3rd is not working correctly.

Mr. McCourt stated the fees the Pro can establish are virtually all the discretionary fees are set at his discretion. The Pro can recommend fee changes for the Green Fees and Memberships to the Council which the Council can ratify. Basic decision recommendation remains with the Pro and it does reduce the Council's authority to set special fees or anything else. The Pro has an incentive to keep those fees affordable to encourage players and at the same time the City Council has responsibility to the general public to make sure the Course is affordable to play. Councilman Johnson asked if in agreement and Mr. Peterson replied he "thinks it is a really good agreement." He applauds all of the staff's good work; it has been 5-months and thinks we have a good agreement. Councilman Johnson said it meets the needs of the City and it meets the needs of the Pro. In time it will build the golf course as another destination spot as we continue to improve. Now we have extra bit of money to come and go towards improvements. Mr. Peterson said he thinks 8-years ago the course was at a certain level and we would

**THE MINUTES OF THE WORK SESSION MEETING OF THE MAYOR AND
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be hard to find someone that the course has not progressed steadily and thinks we can continue to improve it can be one of the hot spots in Willcox, and really believes that, recreation wise for people who are passing through especially in the winter and thinks it can be a really important part of Willcox. Councilman Johnson commended him for the work he has done, the upkeep done, and it is a Course that he likes to play on and the greens are always nice. Ms. Betty Peterson said it was very important to discuss how this was all going to happen. That we look at Jason Jones who is a member of our community a rock solid in community, his wife is a teacher, he has 4-kids, he coaches, very active, and the Peterson's want to make sure however they left the Golf Course he would have enough income to support him and take care of his family. The Golf Course is not a huge money maker. On Sunday afternoons when it is really packed people think they are making lots of money and they don't remember that on those days when the wind is blowing and cold they are out there working and have to pay others to work waiting for summer days to make a little money. They want it set up for him so that he is not a stocker at Safeway at night time so that he can work at Golf Course. He will not get rich but he can take care of his family. City Manager McCourt said that the rounds of golf over the years the big changes have been totally contributed due to weather. Councilman Irvin asked if there are any plans to replace the old dilapidated equipment and Mr. McCourt said the City does not have any capital plans at Golf Course other than fixing the wastewater treatment plant for quality and quantity of equipment. Mr. Peterson said Oscar Hudson (Parks Supervisor) did that part of the agreement and he was quite accurate and a little bit generous when he said "old and used up" it is worthless. The fuel tanks have great value one unleaded and one diesel tank. The rest has to be replaced and they do use it for parts and piece has less value. Mayor Lindsey suggested take that equipment it to Pro so that not accused of stealing from the City. (Laughter) City Manager McCourt suggested sell it for scrape. Mr. Peterson said there is one piece remaining. Councilman Johnson asked if still depreciating (laughter). City Manager said not sure still on our schedule. From staff standpoint feel we have workable agreement and if it is their pleasure on regular agenda meeting provide direction. Staff would appreciate their direction and if want them to do the amendments or to go out for proposals need to know immediately to get it out. Staff recommends we work well with the contractor and quite comfortable with them and feel negotiated the agreement to the point that neither are smiling very much and recommend their approval.

Mayor Lindsey has question on item 7a) talking about things "City will keep up and water hazard/lakes means maintaining the body...to hold water and not leak." Then further on "...not capable to holding water....then the City does not have funds budgeted..." thinks should be modified or taken out. City Manager McCourt replied left that in because think water holdings are amenity and couldn't say when we could get them back into shape because of the current financial situation of the City. It is beneficial to have those water hazards on the golf course and wanted to leave it and want to be clear on the current City position. Mayor Lindsey said it was inferred that if we did approve this agreement there was possibility that it might be assigned to someone else. Mr. McCourt said there has been some discussion on that. Mayor Lindsey said he would like a work session to talk about this. Mr. McCourt said there is a provision in the Agreement for Assignment. An Assignment has to come to Mayor and Council for approval because a Professional Service Agreement like this is very dependent on the parties leaving being very comfortable with each other, being able to talk and comfortable with the abilities of the parties. There has been discussion on assignment and that would be up to John & Betty to decide if they want to do that. Mayor Lindsey asked if Mr. Peterson had any comments.

Councilman Johnson said "Betty" had mentioned that "Jason" would take it over. He does not think that "John" would let Jason let the Golf Course "go to hell" because he is going to want to play on it. The Assignment he thinks would go to Jason. City Manager said there are a couple of options and one is to do an assignment. The other the Agreement has a provision that John does not have to be personally on the course to do these things. Mr. Peterson can assign Supervisor to run the course and that provision is also in the agreement. Ultimately the City would still hold the Peterson's responsible but he could hire Jason as on-site Supervisor and "go on a world tour." Mayor Lindsey does not see that as a problem and comfortable with Jason and thinks something they need to know before entering into agreement. City Manager asked to let them do something with the agreement because time is getting short. Before any assignment person would have to submit qualifications before Council makes decision. Mr. Peterson does not like the section "the plan is to assign" and hopes that is not a shock to anyone. The last 8.5 years have been very good, projects been good and thanked them for vote of confidence the project has been awesome and loved every minute of it and it is time to leave. It is with some regret he did not finish everything he had hoped to and there have been a few changes in their lives and "plan is to assign." Mr. Jones has been working with them for 2.5 years, a more solid person you will not find, and he is the right choice and he seems to click right into place. Mr. Peterson recommends him wholeheartedly and thinks he is good for Willcox, golf, and thinks we would be

THE MINUTES OF THE WORK SESSION MEETING OF THE MAYOR AND CITY COUNCIL, OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA HELD ON THIS 20 DAY OF SEPTEMBER 2010

lucky to have him. The plan is to assign as soon as possible. Not exactly sure if everything goes as drawn up the assignment would happen as soon as possible. He will be here, will continue to play golf, and help Jason as he can and hopefully assignment would take place as soon as possible with Council approval. Mayor Lindsey said he is one that "begged" him to stay on and appreciates him taking that on and knew he had other things on his mind that he might have rather done. It certainly has been good to have you there. Vice Mayor Cronberg echoed and agrees that Jason is truly an asset on several fronts and has always thought that. He was a teacher and a mentor at the school and anything he does he does in a first class way and does not think there will be any qualms.

City Manager McCourt in closing has had some questions raised on paragraph 22 and doing some clarification there. Agreed that the Pro can use City's Liquor License and nothing changes status quo. It clarifies so that the City has enough safe guards to protect that asset which is a very valuable asset that the City owns. Want to put some clarification and Mayor said it certainly needs to be maintained. Mr. McCourt will meet with John in the next day or so. Mayor Lindsey asked any plans for expansion or changes that the Council might be interested in. Mr. McCourt said that monies in Fund 17 available for Capital and we did say we were going to fill in some of those low spots and we are going to change over the one practice green from potable water to effluent water and have those built into current budgets. Mr. Peterson said he is hoping to get on the new work shop two (2) roll up doors. Mr. McCourt will have to ask Mr. Bonner to respond.

Councilman Johnson said in near future i.e. November wants to hold another work session or planning session on what we can do for future improvements or Strategic Plan. Mr. Peterson said he would like to be a part of that. The City Manager reported currently the City uses about 1700 sq. ft. out in the one building for the Food Pantry and have to retain that for use for the City. Mayor Lindsey said he would like to see that become a Club House and Mr. McCourt said talked about that and that is one of our "goals or dream" and working under assumption the Council wishes us to continue to support the Food Pantry. Perhaps move that into town i.e. Fire Station on Maley when that Station moves to Rex Allen Drive and then we would have that space freed up and convert all to Golf operations. That is a dream that we have no time line. Councilman Johnson said just line the "back 9." (Laughter)

Mr. Bonner said budget has Capital Improvements \$27,000 which includes some of the work talked about including the roll up doors. There are monies there for Capital Improvements. Mr. Peterson stated two (2) years ago we did have a major fund raiser and Finance Director Ruth Graham said deposited \$13,500.00 Mr. Peterson realizes it has been set aside and earmarked and not sure it was for club house improvements thinks it was for Capital Improvements. With them leaving they have their names on it and they solicited donations and not sure what to do there. Part of him almost feels as they exist that that money be spent on something quite visible and a very nice improvement so that there is no doubt on individuals that made donation know that that money did not go into the General Fund. Mr. McCourt replied he will talk to Mr. Peterson and see about getting something setup and ultimately bring it to Mayor and Council. Mayor Lindsey had questions if that \$27000 includes that \$13,000 or is that separate fund. Finance Director Graham said the \$13,500 is in a separate fund. Mr. Peterson does not know if that \$13,000 requires Mayor and Council approval since that was money that they went out for it and people pledged and they wanted the City have it but feel like it is their decision how to spend. They had a committee too to discuss. Councilman Johnson asked still have to plan for a new Club House too. Mr. Peterson the movement to the back was their dream and didn't get there for whatever reason. The money was raised, pledged and it is real money to put somewhere. Mr. McCourt said they have not lost any investments. Mayor Lindsey said he certainly wants to hear their suggestions on what that might be done. Mr. Peterson said they have ideas on things they would like to see done.

Mayor Lindsey thanked them for being here and thanked the City Manager for providing information, and the rest they appreciate their input and looks forward to working with them.

ADJOURN

There being no further business before the Mayor and Council, Mayor Lindsey adjourned the meeting at 6:48 p.m.

A.4 pg 5

**THE MINUTES OF THE WORK SESSION MEETING OF THE MAYOR AND
CITY COUNCIL, OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA
HELD ON THIS 20 DAY OF SEPTEMBER 2010**

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the work session meeting of the City Council of the City of Willcox held on the 20th day of September 2010. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 10th day of February 2011

/s/ Cristina G. Whelan, CMC
City Clerk Cristina G. Whelan, CMC

PASSED, APPROVED AND ADOPTED this 21st day of FEBRUARY 2011.

/S/ GERALD W. LINDSEY
MAYOR GERALD W. LINDSEY
Signed: 02-21-2011

ATTEST:

/s/ Cristina G. Whelan, CMC
City Clerk Cristina G. Whelan, CMC

Attachment 5
PS1

JNC VENTURES, LLC

DBA Twin Lakes Golf Course

Willcox, AZ

Proposal to the City of Willcox,

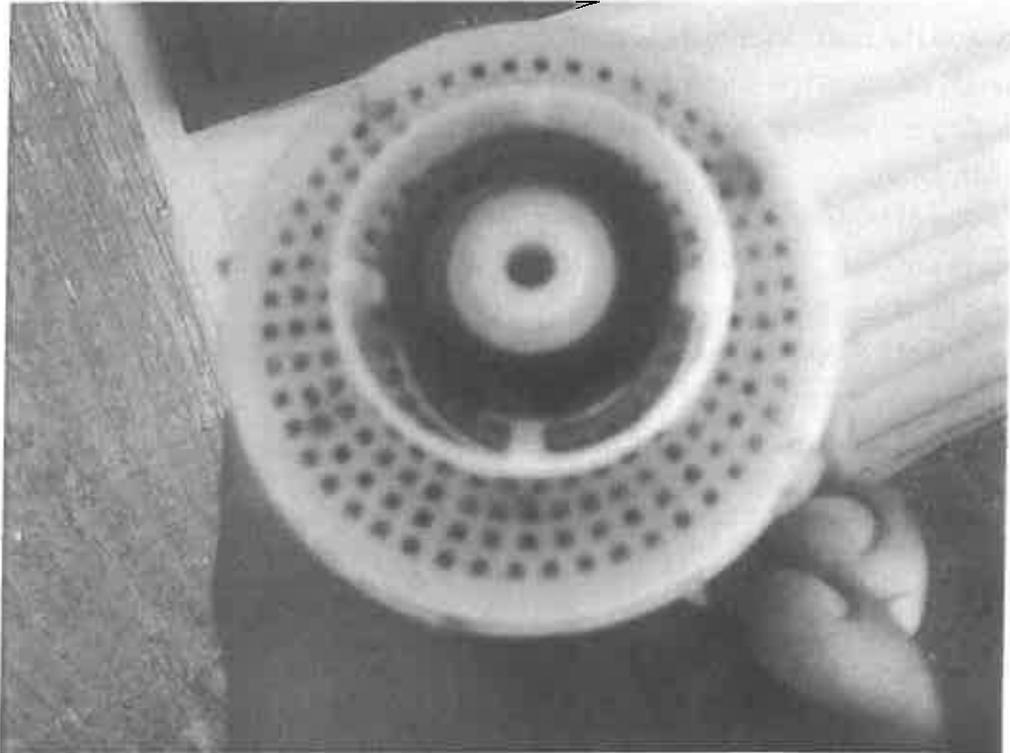
- 1) The City of Willcox provides resources (both labor and financial) to maintain their irrigation system. The contractor will help as able to. i.e. sprinklers are purchased by the city and the contractor installs them.
- 2) The 2% clause in the current contract will be removed given the 30% revenue downfall
- 3) The City of Willcox provides resources to help make improvements to the clubhouse, mostly labor.
- 4) The City of Willcox provides 2 inmates per day, four days a week at the golf course to help maintain it. JNC VENTURES, LLC will reimburse the city for these labor costs of these inmates and supervise as well.
- 5) The City of Willcox will maintain a pH level of less than 8 in the irrigation system and help remedy the slime that is continuously plugging up the sprinklers.
- 6) The City of Willcox will provide an extra \$25,000 per year to help with operational costs.

JNC VENTURES, LLC

Jason and Carrie Jones

520-384-2720

Attachments pg 2





Bob, Monika, Woody

6/27/12 ASpg 3

I tried to send this by E-mail and kept getting an error. I don't know why. UU

This is scheduled for the July 22 meeting. This is because Mr. Bonner and Mr. Figueroa are both out of town for the meeting of July 2, 2012.

From: Twin Lakes [mailto:twinlakes@vtc.net]
Sent: Friday, June 22, 2012 9:20 AM
To: Woody
Cc: Monika Cronberg; Pat McCourt
Subject: re: golf course

Hello,

I appreciate you all helping to add to the discourse on Monday night at the council meeting, I think it was a good start. I met with Monika and Pat a couple of weeks ago and gave them some more information to help paint the picture of what we are truly dealing with here. I may have not fully communicated at the meeting what we are going through, but being that it was public I didn't want to paint a dire picture and appear as if I was whining, as I know a lot of golf courses and businesses are struggling. Right or wrong that was my soft approach. Nonetheless, I would like to reiterate this information as well.

- 1) I anticipate a drop of 30% in revenue and play by the time our second year is said and done. That translates to approximately \$50,000.
- 2) I cannot keep up with the labor here. Even though I have averaged close to 4000 hours of work each of the last 4 years (while under John and Betty Peterson as well). This is simply causing me to burn out. Obviously it's not just administrative work, but manual labor, in the sun, weekends, nights, holidays, etc. etc. I am doing the job of superintendent and director of golf, not to mention irrigation tech, head pro, driving range boy, cart boy, operator, janitor, mechanic, club repair guy, I could go on and on and on. But the stress of all the responsibility and the lack of resources to keep up with everything is catching up to me
- 3) I have used approximately \$20,000 of my own money to help support our community golf course and keep it going. I have used my cash resources up and will not use credit. I have to operate out of cash given our decline.
- 4) Thus, with our drop in revenue I don't have enough resources to keep the irrigation system up to par, even the machinery and carts have taken a hit.

I love what I do and take pride in everything I do out here, we love our community and are proud to call Willcox home, that is why I keep holding on and hoping that things turn. But that is my heart. My head is starting to tell me otherwise. My wife and I both have Master's degrees and can easily triple what we are pulling in here at the golf course. I have 4 kids to feed and provide for and I am more and more questioning why I keep holding on. My kids have hardly seen me over the last four years, I've had maybe 8 weekends off during that time frame. Maybe I hold on because I have sacrificed so much for this course and our livelihood...I have put too much into this thing to just up and leave, not to mention I don't want to leave our community hanging without a golf course. But I want to be upfront and let you know that I have feelers out for other opportunities that may arise if we can't find any solutions here, only for the best interest of my family.

I hope we can find some solutions. It was extremely hard for me to be at that council meeting and discussing our state of being and emailing you all as well. I am not sure where to even start with possible

solutions, as I didn't anticipate this type of situation. Hopefully we can collaboratively come up with something.

Thanks for your time and ear,

Jason & Carrie Jones
Managers
Twin Lakes Golf Course
520-384-2720
www.twinlakesaz.com
"One Shot at a Time"

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item 12
Tab Number 6
Date 7-16-12

Date Submitted:

July 3, 2012

Date Requested:

July 16, 2010

Resolution

Ordinance

Formal

Other

Subject: Refund of Special Use Permit Fee's

TO: MAYOR AND COUNCIL

FROM: Jeff Stoddard, Supervisor of Development Services

DISCUSSION/ DECISION: Willcox Real Estate and Coldwell Banker the Dipeso Group are asking for a refund of one thousand (\$1000.00) dollars that was spent to acquire a Special Use Permit for 335 N. Arizona Ave, Pampered Pets.

In late 2011 the Development Services Dept. was asked by Pat McCourt of the local Rotary Club what the zoning of 335 N. Arizona Ave. I informed Pat McCourt that the zoning was R-3 Residential. Several months later in February of 2012 Mr. Webster (Pampered Pets) applied for a permit to do construction on their newly acquired building (335 N. Arizona Ave). I informed Mr. Webster that the building (335 N. Arizona Ave) is in a residential zone per the City of Willcox Zoning map and that a business would not be allowed there unless it was rezoned or they acquired a Special Use Permit. A few days later I was contacted by Cheryl Layton of Coldwell Banker the Dipeso Group asking why a business was allowed there before and not now. I informed Mrs. Layton that the Rotary Club, The Cub Scouts, and AA are not businesses but considered community facilities. I then let Mrs. Layton know that per Chapter 17.32, Section 17.32.020, R-3 Residential Zone of the Willcox Municipal Code states under Section 17.32.020 Objectives and Characteristics of the zone:

A. The R-3 residential zone covers the portion of the city which is primarily suite for residential development represented by commingling of one-family, two-family, and multiple-family dwellings, plus parks, playgrounds, schools, churches, **and other community facilities** designed to serve the residential zone. The zone is characterized by a more compact and somewhat denser residential development than is the R-2 residential zone.

Per my interpretation of this zoning ordinance I informed Mrs. Layton that the property would either have to be rezoned to General Commercial GC-1 or they would have to acquire a Special Use Permit. I then gave my opinion that the Planning and Zoning Commission does not like to spot zone and it was my recommendation that they acquire a Special Use Permit at a cost of one thousand (\$1000.00) dollars. I then told Mrs. Layton it was up to them how they would like to proceed. I later found out through Mrs. Layton that there had been several mistakes on determining the zoning of this property. Mrs. Layton informed me that my administrative assistant had told her it was a commercial property. I asked my assistant what had happened and she said that she assumed that since it had been used for other than residential that it was commercial. Mrs. Layton also told me that on the Cochise County taxes it is listed as commercial property; it is also listed as commercial property on the Real Estate MLS sheet as commercial property.

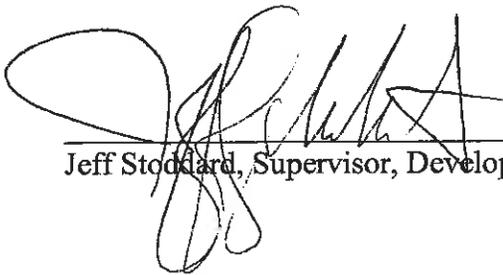
In the first week of March 2012 Mrs. Layton of Coldwell Banker the Dipeso Group applied for a Special Use permit for 335 N. Arizona Ave. Per requirements of a Special Use Permit we must send letters to neighboring house within one hundred fifty (150') feet of the 335 N. Arizona Ave property. On March 28, 2012 the Webster's (Pampered Pets) and Mrs. Layton (Coldwell Banker the Dipeso Group) appeared before the Planning and Zoning Commission to have their hearing on the Special Use permit for 335 N. Arizona Ave. Please review attachment (A) minutes of the Planning and Zoning meeting on March 28, 2012. The Special Use permit was allowed unanimously.

RECOMMENDATION: It is the recommendation of this department that the Mayor and City Council allow the reimbursement of the one thousand (\$1000.00) dollars spent to acquire the Special Use permit due to the mistakes made by Development Services Department.

FISCAL IMPACT: One Thousand (\$1000.00) dollars from the General Fund

Submitted by:

Approved by:



Jeff Stoddard, Supervisor, Development Services

Pat McCourt, City Manager

(A)

MINUTE RECORD OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION HELD ON THE 28th DAY OF MARCH, 2012

CALL TO ORDER

Chairman Jim Fusco called the meeting to order at 7:00 p.m., Wednesday, March 28, 2012.

ROLL CALL

PRESENT

Chairman Jim Fusco
Vice Chairman Earl Goolsby
Commissioner Doyle Miller
Commissioner Don Ulses
Commissioner Sharon Nigh

STAFF

Zoning Administrator Jeff Stoddard
Recording Secretary Sandi Thomas

PLEDGE OF ALLEGIANCE TO THE FLAG

Chairman Fusco led everyone in the pledge.

CALL TO THE PUBLIC

There was no response from the public present.

DECLARATION ON CONFLICT OF INTEREST

Each Commissioner voiced none.

ADOPTION OF THE AGENDA

MOTION: Commissioner Miller moved to adopt the agenda, but to table Item #9 regarding the request for a Special Use Permit for a medical marijuana dispensary at 655 South Haskell Avenue, as the applicant is not prepared to appear at this time.

SECONDED: Vice Chairman Goolsby seconded the motion. **CARRIED.**

DISCUSSION/DECISION REGARDING THE MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION HELD ON JANUARY 25, 2012.

MOTION: Commissioner Ulses moved to accept the minutes as presented.

SECONDED: Commissioner Miller seconded the motion. **CARRIED.**

DISCUSSION/DECISION REGARDING THE REQUEST FOR A SPECIAL USE PERMIT AT 335 NORTH ARIZONA AVENUE, TO ALLOW A DOG GROOMING SALON AT THIS LOCATION.

Chairman Fusco asked Mr. Stoddard for some background on this item. Mr. Stoddard said this is the building that has been used by several different clubs over the years such as the Rotary, the Cub Scouts and Alcoholics Anonymous. The building is in a residential zone, but is not a residence. However, clubs, schools and churches are typically allowed in residential zones. The applicants have a currently operational pet grooming business, Pampered Pets, near the Post Office. However, they rent the current building, and they were looking for something to buy. They had already purchased this property when the zoning issue came up. Therefore the applicants are requesting a Special Use Permit to accomplish their goal of having a pet grooming salon at this location.

**MINUTE RECORD OF THE REGULAR MEETING OF THE PLANNING
AND ZONING COMMISSION HELD ON THE 28th DAY OF MARCH, 2012**

Mr. Stoddard said he has been to the building recently. The applicants have cleaned and painted and created a few off-street parking spaces. There is also a handicapped parking spot in the front. This is not the type of business that has a lot of traffic associated with it. Customers typically drop off a pet and then come back later to pick up the pet. Mr. Stoddard said the letters that came back from surrounding property owners had no negative comments and he does not see any issues with this building having this business in it.

Chairman Fusco said he is not as concerned about this particular business as he is about setting a precedent. Mr. Stoddard said as a Special Use Permit, a favorable decision would apply only to this owner/applicant and this particular business. If this owner were to decide to change to a different business in the building they would have to come back and request a separate Special Use Permit for that. If the current owner were to sell the business, the new owner would have to come back and request their own Special Use Permit. A Special Use Permit does not change the zoning of the property. To change the zoning of any property this Commission would have to recommend that zoning change to the City Council and they would have to approve it. That is not the case here. No one is requesting that the zoning be changed.

Ms. Cheryl Layton addressed the Chairman and Commissioners stating that she is the realtor involved. She said the property was listed for sale as a commercial property. Cochise County has always taxed it as a commercial property. The sale contract signed with the Rotary was commercial property contract. They had no reason to think it was anything but a commercial property. Her client bought the property because it was thought by all indications to be a commercial property. Chairman Fusco said the building surely predates the City Municipal Code as well as any formal zoning that would have been established at a later date.

MOTION: Commissioner Miller moved to approve the request for a Special Use Permit for a dog grooming salon at 335 North Arizona Avenue, with the stipulation that this Special Use Permit applies only to this owner and this business. Any future uses or owners will have to request a separate Special Use Permit.

SECONDED: Commissioner Ulses seconded the motion. **CARRIED.**

DISCUSSION/DECISION REGARDING THE REQUEST FOR A SPECIAL USE PERMIT AT 655 SOUTH HASKELL AVENUE, TO ALLOW A MEDICAL MARIJUANA DISPENSARY AT THIS LOCATION.

This item was tabled during the Adoption of the Agenda.

SUGGESTIONS FOR POSSIBLE FUTURE AGENDA ITEMS FROM COMMISSIONERS.

No suggestions were made by the Chairman or Commissioners.

COMMENTS ONLY, FROM COMMISSIONERS, NOT FOR DISCUSSION.

Chairman Fusco said he was informed that the draft Title 11 everyone has worked so long and hard on is still with City Attorney Figueroa. Chairman Fusco said the document very much needs to get to "Approved" status and be on the books and being enforced.

MINUTE RECORD OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION HELD ON THE 28th DAY OF MARCH, 2012

Chairman Fusco said he has been made aware that funding in the form of grants or something similar is available to municipalities for the demolition of damaged buildings. Willcox has many buildings that could stand to be demolished. Clean, vacant properties would be much more attractive than the many fenced-in, neglected buildings and homes along our streets. He stated Staff should pursue all avenues to access any available funding.

ADJOURN

There being no further business before the Planning and Zoning Commission, Chairman Fusco adjourned the meeting at 7:20 p.m.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Planning and Zoning Commission of the City of Willcox held on the 28th day of March 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 10th day of April 2012

Recording Secretary Sandra Thomas

PASSED AND ADOPTED THIS _____ DAY OF _____, 2012

Chairman Jim Fusco

Recording Secretary Sandra Thomas

ATTEST:

City Clerk Virginia A. Mefford

**CITY OF WILLCOX
Request for Council Action**

Agenda Item: 13
Tab Number: 7
Date: 7-16-2012

Date Submitted:
07/09/2012
Date Requested:
10/06/2012

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject:
Stronghold Feed and
Supply requests
street closure from
Railroad Ave
between Freemont
and Woods between
light posts in front of
Stronghold Feed.

To: Honorable Mayor and City Council

From: Dave Bonner, Director Public Services & Works

Discussion: The Stronghold Feed and Supply is requesting a street closure from Railroad Ave between Freemont and Woods between the light posts in front of Stronghold Feed. The Stronghold Feed and Supply would like to hold a street dance for customer appreciation. This event is scheduled to be held on October 6, 2012 from 5:00 pm from until 12:00 am.

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

Fiscal Impact: \$0.00

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

Street Closure Request Form

Name of Applicant

Stronghold Feed Supply

Date of Request

July 3, 2012

Address

401 W Railroad Ave

Phone Number

384-4113

Event or Event Sponsor for Street Closure

Street Dance

Date(s) Requested for Street Closure

Oct 6, 2012

Times for Street Closure

5pm - 12am

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

Between light posts in front of Stronghold Feed Supply.

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

[Signature]
Applicant Signature

7/3/12
Date

[Signature]
Received By

7/3/12
Date

[Signature]
Jake Weaver Police Chief

7/9/12
Date

[Signature]
Gary Adams Streets Supervisor

7-9-12
Date

PETITION TO CLOSE RAILROAD AVENUE, BETWEEN
In front of Stronghold Feed
MALEY STREET AND STEWART STREET TO VEHICULAR TRAFFIC

ON October 10, 2012 DATE(S)

FROM 7am TO 12am
START TIME END TIME

FOR THE PURPOSE OF Street Dance EVENT

Willcox Commercial, ok to close _____

Rex Allen Museum, ok to close _____

Rex Allen Theater, ok to close _____

Rodney's, ok to close _____

Palace Saloon, ok to close _____

Desert Moon Gifts, ok to close _____

Old West Mercantile, ok to close _____

Friends of Marty Robbins, ok to close _____

Taylor's Machine Shop, ok to close *[Signature]*

_____, ok to close _____

_____, ok to close _____

_____, ok to close _____

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 14
Tab Number: 8
Date: 7-16-12

Date Submitted:
7-6-12
Date Requested:
7-16-12

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject: Payments to the Street Fund by the General Fund for work done at Quail Park for parking area.

TO: MAYOR AND COUNCIL

FROM: City Manager

DISCUSSION: The Council has recently approved a month to month lease with a private entity for a parking area at Quail Park. The labor, materials and manpower to prepare the area was provided by the City of Willcox Street Fund. The land upon which the parking area is located is owned by the City of Willcox General Fund. Both of these Funds are maintained as separate entities. Both of these funds are struggling financially. Attached is a spread sheet of the estimated costs incurred by the Street Fund in preparing the area.

Normally, any monies earned by use of General Fund properties would be retained within the General Fund.

It is unknown how long the lease may extend.

There may be additional work required to maintain the parking area during the term of the parking lot lease.

RECOMMENDATION: During the term of the lease one half (50%) of each month's rent money received be placed in the General Fund and the remaining half (50%) be deposited in the Streets Fund to repay the work already done and any future maintenance

FISCAL IMPACT: Depends on the length of the lease. \$500.00 to be deposited each month to the both the General Fund and the Streets Fund during the term of the lease.

Prepared by: Pat McCourt

Approved by:



City Manager

QUAIL PARK PARKING LOT

11 days from start to finish

<u>Quantity</u>	<u>Equipment</u>	<u>Hours</u>	<u>Price</u>	<u>Total</u>
1	Loader	20	\$77.00	\$1,540.00
1	Dump truck	24	\$60.00	\$1,440.00
1	Motor Grader	30	\$57.00	\$1,710.00
1	9 Wheel Roller	30	\$30.00	\$900.00
1	Water Truck	18	\$48.00	\$864.00
1	Chip Spreader	4	\$50.00	\$200.00

Total \$6,654.00

3 City Employees	165 at	\$21.39	\$3,529.35
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Total \$10,183.35

3/8 chips used were recycled from previous projects from the pole barriers stock pile area

CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION

Agenda Item 15
Tab Number 9
Date: 7/16/2012

<u>Date Submitted:</u> July 10, 2012	<u>Action:</u> <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal	<u>Subject:</u> Utilities Accounts Receivable Write-off of Uncollectible Accounts
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TO: MAYOR AND COUNCIL
FROM: Finance Director Ruth Graham

Discussion:

The City closely monitors Accounts Receivable. In order to correctly reflect the receivables that will be realized, ongoing write-offs of uncollectible accounts are required and Utility Accounts Receivable balances are adjusted.

When a customer account is delinquent, we work with customers to make reasonable payment arrangements. If those arrangements are not honored and services are disconnected, full payment is required to reconnect services. We encourage our customers to seek public assistance when possible. When an account is closed, a termination billing is sent immediately. Follow up letters are sent at 30 and 40 days. Accounts unpaid at 90 days are sent to our collection agent, Professional Collection Services. We do not stop collection efforts, however. We maintain a record of unpaid accounts; if a previous customer comes in to open new services we collect the past balance due. Either payment must be made in full before new services are connected, or an arrangement made not to exceed 90 days to satisfy the past due balance.

The accounts sent to collection are maintained in the City's Accounts Receivable balances for another 18 months. The last write-off for non-collectible accounts was approved by the City Council in August 2011. Those accounts were sent to the collection agency in 2009. Collection efforts are continuing on those accounts. The beginning balance totaled \$22,215.06, and \$3,095.28 or 14% has been collected.

The current request for a write-off is for accounts sent to collection during calendar year 2010. Council approval is requested to write off terminated utility accounts closed and sent to collections from January to December 2010 with unpaid outstanding balances totaling \$12,444.98. The beginning balances of these accounts totaled \$14,194.94; and \$1,749.96, or 12.33%, has been collected. A list of the Collection Accounts from 1/1/10 to 12/31/10 is attached for your information. Of that amount, \$5,709.92 or 46% is for gas, \$2,275.17 or 18% is for water, \$2,940.58 or 24% is for sewer, and \$1,519.30 or 12% is for refuse.

The Utility accounts receivable balance at June 30, 2012 totals \$281,148 after the current write-off. At June 30, 2011 the adjusted balance after write-off totaled \$315,470. For years ended June 30, 2010 and June 30, 2009, the adjusted balances after write-off totaled \$310,232 and \$319,140, respectively.

**CITY OF WILLCOX
WRITE-OFF OF ACCOUNTS RECEIVABLE
COLLECTION ACCOUNTS PRIOR TO 1/1/10 - 12/31/10**

AMOUNT OWED	AMOUNT PAID	DATE SENT	AMOUNT OWED	AMOUNT PAID	DATE SENT
\$371.75		1/15/2010	\$73.50	\$73.50	6/15/2010
\$60.32		1/15/2010	\$163.06		7/15/2010
\$228.60		1/15/2010	\$127.47		7/15/2010
\$126.09		1/15/2010	\$111.94		8/16/2010
\$65.58		1/15/2010	\$412.73		8/16/2010
\$181.16	\$181.16	1/15/2010	\$68.10		8/16/2010
\$159.67		1/15/2010	\$153.64		8/16/2010
\$36.39		2/15/2010	\$25.50	\$25.50	8/16/2010
\$220.30		2/15/2010	\$244.50		8/16/2010
\$79.35	\$79.35	2/15/2010	\$113.48		8/16/2010
\$189.77		2/15/2010	\$235.02	\$235.02	9/20/2010
\$159.28		2/15/2010	\$81.87		9/20/2010
\$55.90		2/15/2010	\$156.43		9/20/2010
\$379.43		2/15/2010	\$57.95	\$57.95	9/20/2010
\$915.44		2/15/2010	\$217.17		9/20/2010
\$299.25		2/15/2010	\$140.81		10/18/2010
\$118.29		3/18/2010	\$246.66		10/18/2010
\$475.87		3/18/2010	\$183.12		10/18/2010
\$313.36		3/18/2010	\$407.80		11/15/2010
\$228.75	\$228.75	3/18/2010	\$149.20		11/15/2010
\$186.78		4/15/2010	\$190.16		11/15/2010
\$343.37	\$343.37	4/15/2010	\$195.39	\$195.39	11/15/2010
\$216.26		4/15/2010	\$96.52	\$48.26	11/15/2010
\$122.53		4/15/2010	\$104.68		11/15/2010
\$323.21		4/15/2010	\$68.86		11/15/2010
\$291.62		4/15/2010	\$95.07		11/15/2010
\$282.13	\$73.86	4/15/2010			
\$219.89		4/15/2010			
\$289.51		5/17/2010			
\$277.56		5/17/2010			
\$338.97	\$110.52	5/17/2010			
\$204.04		5/17/2010			
\$88.40		5/17/2010			
\$366.75		6/15/2010			
\$180.02		6/15/2010			
\$44.73		6/15/2010			
\$183.31		6/15/2010			
\$486.80		6/15/2010			
\$153.29		6/15/2010			
\$647.21	\$97.33	6/15/2010			
\$163.38		6/15/2010			

2010 Accounts	AMT OWED	AMT PAID	BALANCE
Total Sent to Collections	\$14,194.94	\$1,749.96	\$12,444.98
% Collected		12.33%	

DISTRIBUTION BY UTILITY:		
Gas	5,709.92	46%
Water	2,275.17	18%
Sewer	2,940.58	24%
Refuse	1,519.30	12%
	<u>\$12,444.98</u>	

**CITY OF WILLCOX , COCHISE COUNTY, ARIZONA
RESOLUTION NO: 2012-65**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, TO FORMALLY APPROVE AND AUTHORIZE THE WRITE-OFF OF CERTAIN TERMINATED UTILITY ACCOUNTS THAT HAVE BECOME NON-COLLECTIBLE AND THE UNPAID BALANCES ASSOCIATED THEREWITH AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST

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

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

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

WHEREAS, the City of Willcox, through its Director of Finance, has determined that certain total utility accounts with unpaid balances of \$12,444.98 with \$5,709.92 for gas; \$2,275.17 for water; \$2,940.58 for sewer; and \$1,519.30 for refuse which are deemed uncollectible and/or it is not economically feasible to pursue collection actions and should not be pursued; and

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

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

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

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

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

APPROVED/EXECUTED:

MAYOR, ROBERT A. IRVIN

ATTEST:

APPROVED AS TO FORM:

City Clerk, Virginia A. Mefford

City Attorney, Hector M. Figueroa

RESOLUTION NO: 2012-65

**SENT TO COLLECTIONS
JANUARY 2011-JUNE 2012**

AMOUNT OWED	AMOUNT PAID	BALANCE DUE	DATE SENT
\$872.04		\$872.04	1/26/2011
\$193.00	\$193.00	\$0.00	1/26/2011
\$126.96		\$126.96	1/26/2011
\$176.03		\$176.03	1/26/2011
\$102.79		\$102.79	1/26/2011
\$150.00		\$150.00	1/26/2011
\$272.78		\$272.78	1/26/2011
\$81.91		\$81.91	1/26/2011
\$201.98		\$201.98	1/26/2011
\$101.41		\$101.41	1/26/2011
\$364.10		\$364.10	1/26/2011
\$175.03		\$175.03	1/26/2011
\$87.63	\$87.63	\$0.00	1/26/2011
\$55.16		\$55.16	1/26/2011
\$58.67		\$58.67	1/26/2011
\$38.82		\$38.82	1/26/2011
\$196.62		\$196.62	1/26/2011
\$133.73		\$133.73	1/26/2011
\$88.39		\$88.39	1/26/2011
\$214.95		\$214.95	1/26/2011
\$32.96		\$32.96	3/15/2011
\$28.90	\$28.90	\$0.00	3/15/2011
\$158.22		\$158.22	3/15/2011
\$287.41		\$287.41	3/15/2011
\$286.31		\$286.31	3/15/2011
\$317.83		\$317.83	3/15/2011
\$92.56	\$92.56	\$0.00	3/15/2011
\$156.77		\$156.77	3/15/2011
\$377.94	\$70.00	\$307.94	4/15/2011
\$54.24	\$54.24	\$0.00	4/15/2011
\$383.53		\$383.53	4/15/2011
\$50.08		\$50.08	4/15/2011
\$260.06		\$260.06	4/15/2011
\$182.26	\$10.00	\$172.26	4/15/2011
\$253.70	\$50.00	\$203.70	5/16/2011
\$260.16		\$260.16	5/16/2011
\$220.46		\$220.46	5/16/2011
\$39.11		\$39.11	5/16/2011
\$130.27		\$130.27	5/16/2011
\$419.93		\$419.93	5/16/2011
\$183.40		\$183.40	5/16/2011
\$79.75		\$79.75	7/18/2011
\$93.74		\$93.74	7/18/2011
\$470.47		\$470.47	7/18/2011
\$238.50		\$238.50	7/18/2011
\$286.04		\$286.04	7/18/2011
\$342.72		\$342.72	7/18/2011
\$156.35		\$156.35	7/18/2011
\$174.00		\$174.00	7/18/2011
\$359.35		\$359.35	7/18/2011
\$80.48		\$80.48	8/15/2011
\$64.75	\$64.75	\$0.00	8/15/2011
\$167.42		\$167.42	8/15/2011
\$285.92		\$285.92	8/15/2011

CITY OF WILLCOX
Request for Council Action

Agenda Item: 16
Tab Number: 10
Date: 7-16-12

Date Submitted:

July 9, 2012

Date Requested:

July 16, 2012

Action:

Resolution

Ordinance

Formal

Other

Subject:

Bid award for Railroad

Lift Station

Renovation

To: Honorable Mayor and City Council

From: John Bowen, Utilities Supervisor

Discussion:

Railroad Lift Station receives raw sewage from businesses and residence from Maley Street south, encompassing approximately one half of the sewage from the City and is prone to "ragging".

The pumps were first installed in the 1980's and started showing wear and tear due to usage and age. Both pumps are rattling and the damaged impellers have considerably reduced the pumping volume. The damaged impellers can not be replaced due to the manufacturer being bought out and the model impeller replacements not being manufactured for this model anymore.

The floats that control pump operation are not dependable due to age. When the floats don't operate properly, the compressor burns out, thus the pumps won't start, causing an "overflow" of raw sewage. Currently, the compressors must be replaced at a minimum of one time per fiscal year.

Staff consulted with several pump experts, and it was determined the pumps could not be repaired but required replacement. The consultation resulted in the determination of installing grinder pumps to alleviate some of the "trash" problems in the lift station. Invitation to Bid was published in the Range News with specific requirements for the lift station posted on the City's web page. The specifications were specific due to the pumps needing to be an exact "fit", horsepower, etc. Three bids were received: Bestway Electric Motor Service, Frontline Mechanical Inc., and 6K/Central Arizona Pipeline.

Bestway Electric Motor Service's bid was for \$43,953.10 and 6K/Central Arizona Pipeline was for \$45,674.06. Frontline Mechanical Inc.'s bid was rejected by staff due to not meeting specifications as required in the bid documents.

INVITATION TO BID

The City of Willcox will receive sealed bids on a general contract for **purchase and installation of pumps and level floats in a sewer lift station drywell.**

Bids will be received until **May 18, 2012 at 1:00 pm** by the City of Willcox, 250 N. Railroad Avenue, Arizona 85603. Sealed bids are to be submitted to Dave Bonner, Director of Public Services and Works and envelopes are to be clearly marked: **Bid, Railroad Avenue Lift Station Renovation.** Proposals received after that time will not be accepted and returned unopened.

Bid specifications will be obtainable on the City of Willcox web site under "Bid Opportunities at www.cityofwillcox.org after 12:00 pm April 25, 2012.

Appointments to view site can be made by calling John Bowen, Utilities Supervisor, at 520-384-6447.

Questions can be directed to John Bowen at jbowen@willcoxcity.org. Questions and responses will be posted within two (2) working days on the City's website.

The City reserves the right to reject any and all bids and to waive minor irregularities and informalities therein.

Bids will be opened and read aloud at 1:00 pm on May 18, 2012 at the Willcox Public Services and Works.

Publish: Arizona Range News
4-25-12
5-2-12

RESOLUTION NO: 2012-66

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND AWARDING THE RAILROAD LIFT STATION (“RLS”) BID TO BESTWAY ELECTRIC MOTOR SERVICE, CO, INC. (“BESTWAY”), AUTHORIZING THE EXECUTION OF THIS RESOLUTION AND CONTRACT DOCUMENTS AND DECLARING AN EMERGENCY TO EXIST.

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

WHEREAS, the CITY is empowered pursuant to A.R.S. §§ 9-240 and 9-276 to establish and define sewer districts and construct sewers therein; to regulate, build and repair sewers, tunnels and drains; and

WHEREAS, the CITY is empowered pursuant to A.R.S. § 9-511 to engage in any business or enterprise which may be engaged in by persons by virtue of a franchise from a municipal corporation, and may construct, purchase, acquire, own and maintain within and without its corporate limits any such business or enterprise, including plants and pipelines for sewage; and

WHEREAS, the CITY issued its Invitation to Bid and received three (3) Bid responses for the Railroad Lift Station Renovations and desires to award the Bid to BESTWAY; and

WHEREAS, the City of Willcox Mayor and Council, desire to have this item presented at its next Council meeting on July 16, 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 approval of the bid award to BESTWAY, and that this Resolution be effective immediately upon its passage and adoption.

THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Willcox, Cochise County, Arizona, that the City hereby formally approves the bid award to BESTWAY for the Railroad Lift Station Renovations.

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

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

APPROVED/EXECUTED:

MAYOR, ROBERT A. IRVIN

ATTEST:

APPROVED AS TO FORM:

City Clerk, Virginia A. Mefford

City Attorney, Hector M. Figueroa

RESOLUTION NO: 2012-66

- Close-coupled
 - Inverter ready
 - Energy efficient
 - Class F insulation
 - 1.15SF
7. **Factory Testing: Non-witnessed, certified factory performance test**
 8. **Coating: Standard Alkyd enamel**

Each bid must include materials (valves, fittings, relays, wire, etc.), labor to remove existing pumps and to install the above grinder pumps with new check valves, gate valves and piping. Install 4 new floats in wet well and wire back to control panel. Install and wire relays for floats and alternating relay for grinder pumps and test run system.

NOTE: the bid price is to include sales tax, delivery, crane charges, and any fabrication required to complete project.



Restway Electric Motor Service, Co. Inc.
728 S. Campbell Ave.
Tucson, AZ 85719
License No. ROC180818 L-29
Phone: 520-884-9141 Fax: 520-884-1850

Quotation Attn:

Quote: 601623 Department: FS Job Desc: |||
Field Service Type: FS Field Service
Cust #: WIL650 Ship To #: Quote Date
CITY OF WILLCOX CITY OF WILLCOX 04/03/12
ATTN: ACCOUNTS PAYABLE ATTN: JOHN BOWEN
101 S RAILROAD AVE #101
WILLCOX, AZ 85643

Nameplate Data:

NO DATA ON FILE

Special Instructions:

Description	Units	Unit Price	Ext Price
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Design Conditions: 125 GPM @ 23' TDH
Discharge Size: 4"
Suction Size: 4"
Maximum Solids Size: 3.0"

Cornell Pump Model 4414T-VM-10-6,
Vertically Mounted (Close-Coupled),
Motor Driven, Solids Handling Pump, One
(1) Right-Hand Rotation and One (1)
Left-Hand Rotation, with Cutter Adapter.

PUMP:

- * 4" Suction and 4" Discharge Connections, Constructed in ASTM A48, Class 30 Cast Iron with ANSI 125# Flat-Faced Flanges (One Pump Right-Hand Rotation and One Pump Left-Hand Rotation)
- * ASTM A48, Class 30 Cast Iron Construction on Volute, Volute Cleanout Cover, Impeller and Backplate
- * AISI 416 Stainless Steel Construction on Shaft Sleeve
- * Cornell "Cycloseal" Design, Single Mechanical Seal with Tungsten Carbide vs. Silicon Carbide Seal Faces, Viton Elastomer, 300 Series Stainless Steel Hardware and Spring Seal System Requiring No External Flush or Venting

Continued



Bestway Electric Motor Service, Co. Inc.
 728 S. Campbell Ave.
 Tucson, AZ 85719
 License No. ROC180818 L-29
 Phone: 520-884-9141 Fax: 520-884-1850

Quotation Attn:

Quote: 601623 Department: FS Job Desc: |||
 Field Service Type: FS Field Service
 Cust #: WIL650 Ship To #:
 CITY OF WILLCOX Quote Date
 ATTN: ACCOUNTS PAYABLE CITY OF WILLCOX 04/03/12
 101 S RAILROAD AVE #101 ATTN: JOHN BOWEN
 WILLCOX, AZ 85643

Description	Units	Unit Price	Est Price
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BASE ELBOW:
 * 6" x 4" ASTM A48, Class 30 Cast Iron
 Base Elbow with Cleanout and Cover

SPACER:
 * 2" Fabricated Steel Spacer
 * Between Pump Suction and Base Elbow
 Flange
 * Correct for Vertical Dimension
 Difference in Pumps
 * Aligns the Vertical Location of the
 Pump Discharge Flange
 * Adaptors for Horizontal Alignment of
 Discharge Flange by Others

MOTOR:
 * 5HP-1200RPM
 * 3PH-60HZ-230/460V
 * WP1 Enclosure
 * Close-Coupled
 * Inverter Ready
 * Energy Efficient
 * Class F Insulation
 * 1.15SF

FACTORY TESTING:
 * Non-Witnessed, Certified Factory
 Performance Test

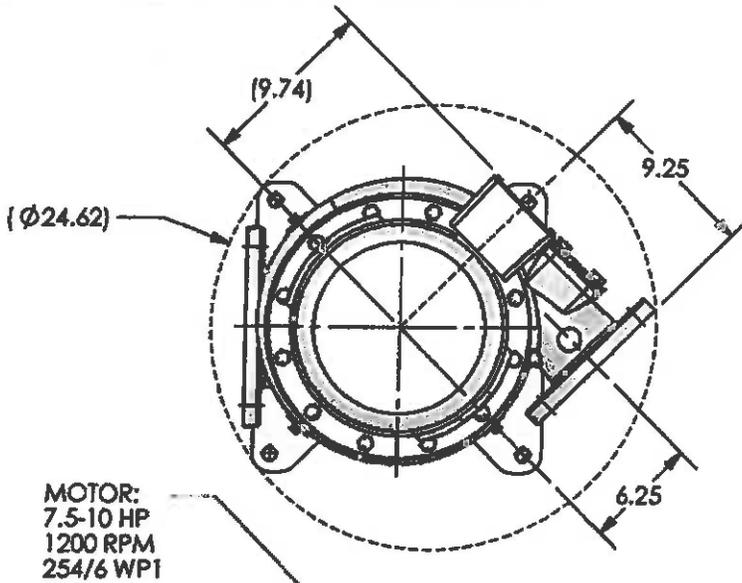
COATING:
 * Standard Alkyd Enamel
 * Cornell "ROF Blue" Color

Cornell Pump Model 4414T-VM-10-6	2.00	12,918.00	25,836.00
Material (valves, fittings, relays, wire, etc)			6,449.34
Labor to remove existing pumps and install the above Cornell Grinder			8,580.00

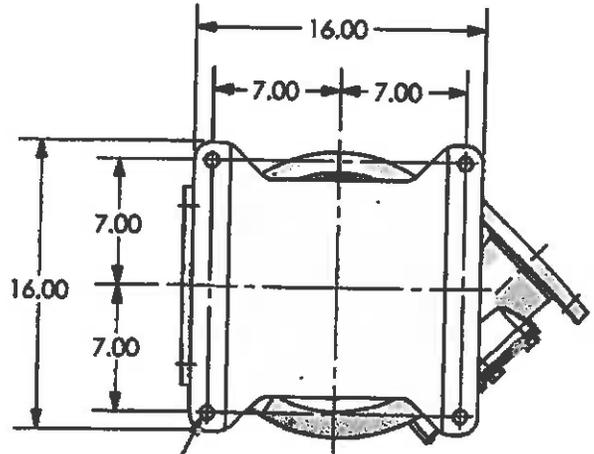
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NOTE: 1. OVERALL DIMENSION MAY VARY ± .12

SW10863

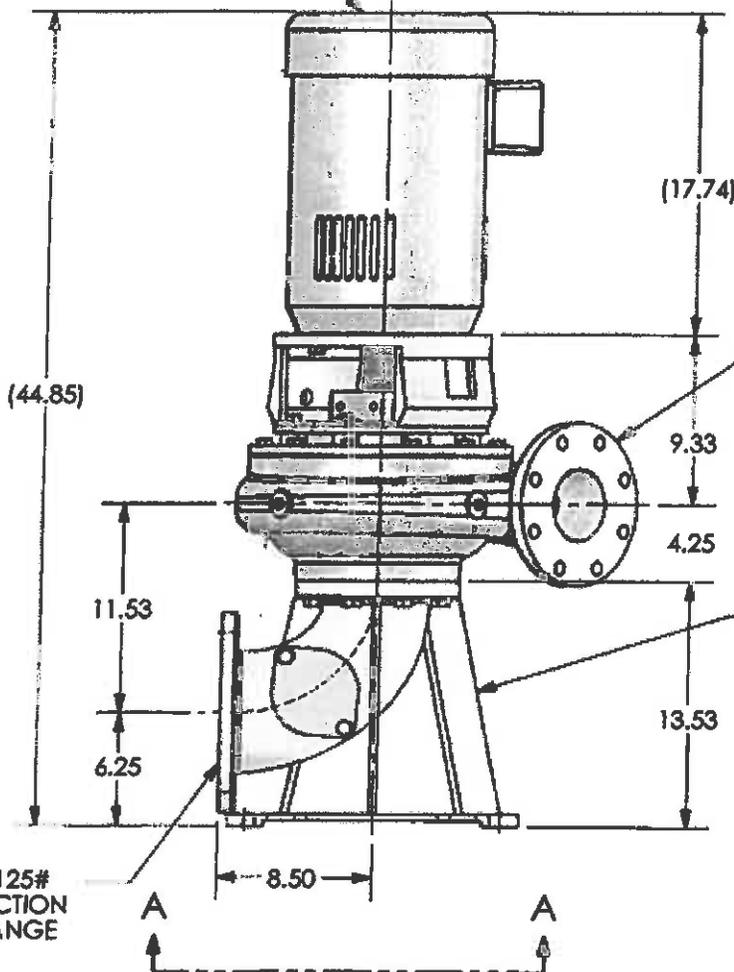


MOTOR:
7.5-10 HP
1200 RPM
254/6 WP1



4 x .75 DIA.
HOLE

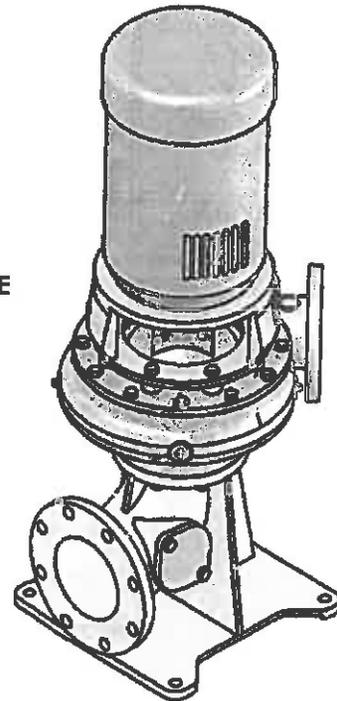
SECTION A-A



4" 125#
DISCHARGE
FLANGE

4x6 BASE
ELBOW

6" 125#
SUCTION
FLANGE



3/21/12



REV. NO.	DESCRIPTION			DATE	BY
	4NNT-VM T2 SGL - 4x6 - 254/256				
DR. GH	CHECKED	DATE 3/21/12	SCALE TO SCALE		
CORNELL PUMP COMPANY PORTLAND, OREGON				DWG. NO.	SW10863



Company: Cornell Pump Co.
 Name: DAVCO PS
 Date: 1/27/2012

Pump:

Size: 4NNT
 Type: Encl Solids Handling
 Synch speed: 1200 rpm
 Curve: 4NNT12
 Specific Speeds:
 Dimensions:
 Speed: 1155 rpm
 Dia: 9.375 in
 Impeller:
 Ns: 1900
 Nss: —
 Suction: 4 in
 Discharge: 4 in

Search Criteria:

Flow: 300 US gpm
 Head: 35 ft
 Fluid:
 Water
 Density: 62.32 lb/ft³
 Viscosity: 0.9946 cP
 NPSHr: —
 Temperature: 68 °F
 Vapor pressure: 0.3391 psi a
 Atm pressure: 14.7 psi a

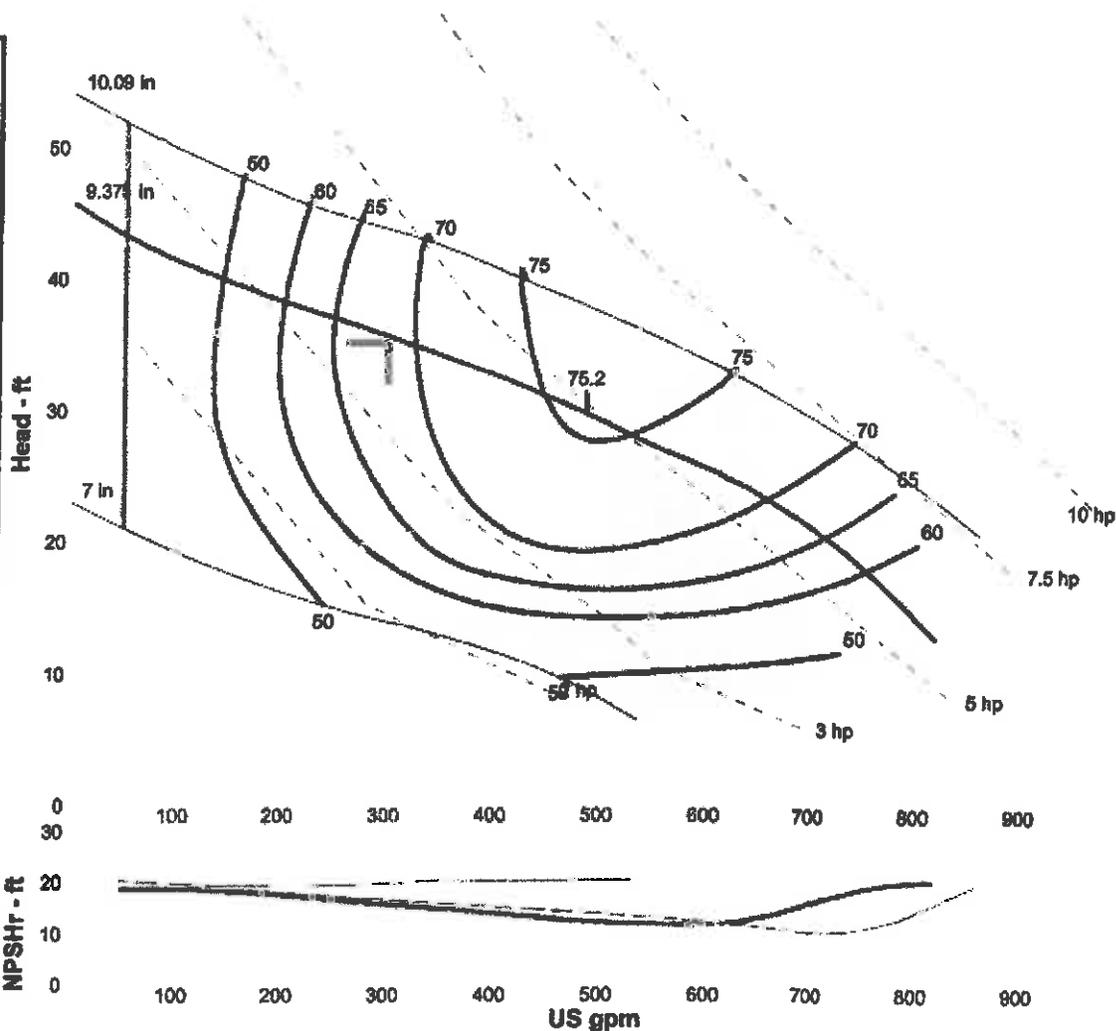
Motor:

Standard: NEMA
 Enclosure: TEFC
 Sizing criteria: Max Power on Design Curve
 Size: 7.5 hp
 Speed: 1200
 Frame: 254T

Pump Limits:

Temperature: 250 °F
 Pressure: 150 psi g
 Sphere size: 3 in
 Power: —
 Eye area: —

— Data Point —	
Flow:	300 US gpm
Head:	35.5 ft
Eff:	68%
Power:	3.92 hp
NPSHr:	15.4 ft
— Design Curve —	
Shutoff head:	45.7 ft
Shutoff dP:	19.8 psi
Min flow:	50 US gpm
BEP:	75% @ 488 US gpm
NOL power:	5.76 hp @ 819 US gpm
— Max Curve —	
Max power:	7.61 hp @ 860 US gpm



Performance Evaluation:

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
360	1155	33.8	71	4.28	14.3
300	1155	35.5	68	3.92	15.4
240	1155	37.2	64	3.51	16.5
180	1155	38.9	56	3.11	17.5
120	1155	40.8	43	2.77	18.2



Since 2003

FRONTLINE MECHANICAL, INC.

Lic # 194459

P.O. Box 5577
Sun City West, AZ 85376
(623) 933-2360 (O) (623) 933-2413 (F)
Email: kjac@q.com

May 16, 2012

Attn: Mr. David Bonner
To: City of Willcox,
250 N. Railroad Avenue,
Willcox, Arizona 85603

Project: Railroad Avenue Lift Station Renovation

We propose to furnish labor and materials for the above project per the Specifications Issued by the City of Willcox

1. Remove all existing pumps check valves and gate valves in the pump dry well.
2. Furnish materials and labor to install two new like kind 5 HP pumps with open style "K" impellers to alleviate pump clogging issues.
3. Furnish materials and labor to install new like kind gate valves and check valves.
4. Furnish materials and labor to install 4 float switches.
5. Furnish materials and labor to rework existing control panel for level controls to be converted to float control setup from bubbler system.

BASE BID AMOUNT: \$41,664.50 -- Includes sales tax

OPTIONAL ITEMS FOR SYSTEM IMPROVEMENT

OPTION 1:

1. Factory pump test for performance matching to spec. Perform to one pump and match impeller cut to second pump.

AMOUNT: \$1,636.40 -- Includes sales tax

OPTION 2:

2. Furnish materials and labor to fabricate, and install Stainless Steel 1" mesh wet well dividing debris screen to keep debris from pump suction and alleviate altogether the larger debris from getting into pump suctions.

AMOUNT: \$8,235.00 -- Includes sales tax

OPTION 3:

3. Credit for Contractor's gross receipts sales tax. If the City of Willcox can provide an Agency Sales Tax Exemption Certificate for the labor and materials utilized in the performance of the Work, as authorized under Arizona State Statute A.R.S. §42-5061 8.6. The Owner retains the liability and obligation to pay the Contracting Tax and will defend and indemnify the Company against any demand or obligation to pay the Contracting Tax.

AMOUNT: -\$2,873.00 -- as a credit for sales tax included in the total of the items above

6K / Central Arizona Pipeline

4858 East Baseline Road Suite#101 Mesa Arizona 85206

WORK PERFORMED

Demo of existing pump spacing

3,561.60

Installation of new pumps

13,650.00

Installation of four 6" gate valves OSNY

11,151.00

Allignment of new pumps

2,362.00

Installation of two 6" swing check valves

6,505.00

Installation of four float switches in wet well

2,785.00

Installation of wire release for floats

2,100.00

Installation of alternate relay for grinder pumps

2,995.00

Taxes (7.6%) 3,186.56

TOTAL ESTIMATE:

\$45,674.06

Exclusions: None taken.

Respectively Submitted,

Frontline Mechanical, Inc.
P.O. Box 5577
Sun City West, Arizona 85376
Phone: 623.933-2360
Fax: 623.933.2413
Email: ktac@q.com

Submitted By: 

Date: 05/16/2012

Print Name: Lisa Londene

Title: Operations Manager

AZ Sales Tax # 81-0614854

AZ ROC # 194459

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item 17
Tab Number 11
Date: 07/16/12

Date Submitted:	Action:	Subject:
July 9, 2012	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input type="checkbox"/> Other	Adoption of the Fiscal Year 2012-2013 Budget In the amount of \$22,286,659

TO: MAYOR AND COUNCIL
FROM: Finance Director Ruth Graham

DISCUSSION:

The City Council carefully reviewed the City's operations to create a financial plan that creates a policy statement for Willcox, and that fairly represents the City's plan to meet the needs of its citizens within the means available. The budgeting process considers the City's resources as well as its needs. The Arizona League of Cities and Towns describes the budgeting process as follows:

A city or town budget should be more than a simple accounting mechanism. It is actually a policy statement outlining priorities for expenditure, needs of the citizens, proposed capital improvements, problem areas within the municipality, programs which will be initiated or abandoned and most importantly, the basic level of public services which the citizens will receive from their government. The budget can and does express all of the characteristics of a city or town, but in Arizona the State constitution and State law govern, to a large degree, the contents of the municipal budget and the methods for financing city operations.

On June 18, 2012, by Resolution No. 2012-58, the Mayor and Council of the City of Willcox passed a Tentative Budget for the Fiscal Year 2012-2013 in the amount of \$22,286,659. That amount is net of inter-fund transfers of \$849,409. The budget summary schedules were published in the Arizona Range News on July 4th and July 11th, 2012 and copies of the proposed budget are available for public review at all City offices. The first Public Hearing on the budget was held July 2, 2012, and the second Public Hearing will be held tonight. No changes have been made in the proposed budget since the tentative budget was adopted.

The primary and secondary property tax levies are a part of the Fiscal Year 2012-2013 budget. The Mayor and Council will be asked to adopt the City's property tax levy rates on August 6, 2012. The FY11-12 primary tax rate was 0.3209 and the secondary tax rate was 0.6750 for a combined rate of 0.9959. For FY12-13, the proposed primary tax rate is 0.3196 and the proposed secondary tax rate is 0.6867 for a combined rate of 1.0063. On a home valued at \$100,000, the combined FY13 primary and secondary property tax will total \$100.63, an increase of \$1.04. The Cochise County Treasurer's office says that our total property tax levies are the lowest in Cochise County. Tombstone and Huachuca City have higher rates, and Benson, at a rate approximately 50% higher than Willcox, is the next closest to our rates. For the FY11-12 year, valuations for primary property tax were at \$22,058,684. For the FY12-13 year, the primary property values have increased by \$608,344 to \$22,667,028. Of that, \$522,000 or about 86%, is due to new construction.

The proposed budget meets the requirements for municipal budgeting as established by the State of Arizona.

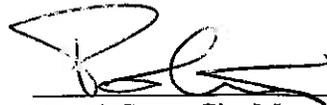
RECOMMENDATION:

Motion to approve the City of Willcox Fiscal Year 2012-2012 budget in the amount of \$22,286,659, net of inter-fund transfers of \$849,409.

Submitted by:



Ruth Graham



Pat McCourt, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION NO. 2012-67

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, ADOPTING THE BUDGET OF THE CITY OF WILLCOX FOR FISCAL YEAR 2012-2013

WHEREAS, in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the City Council did, on June 18, 2012, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the City of Willcox; and

WHEREAS, in accordance with said Chapter of said Title and following due public notice, the City Council would meet on August 6, 2012, at which meeting any taxpayer would be privileged to appear and be heard in favor or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS, it appears that publication, as required by law, has been duly made of said estimates together with a notice that the City Council would meet on August 6, 2012 at the City Council Chambers for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by taxation do not, as specified therein, in the aggregate exceed that amount as computed in A.R.S. § 42-17051.(A).

THEREFORE BE IT RESOLVED, that the said estimates of revenues and public expenditures/expenses shown on the accompanying schedules, as now increased, reduced, or changed, are hereby adopted as the budget of the City of Willcox, Cochise County, Arizona for the Fiscal Year 2012-2013.

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

APPROVED/EXECUTED

MAYOR, ROBERT A. IRVIN

ATTEST:

APPROVED AS TO FORM:

City Clerk, Virginia A. Mefford

City Attorney, Hector M. Figueroa

RESOLUTION NO. 2012-67

CITY OF WILLCOX
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2013

FUND	ADOPTED BUDGETED EXPENDITURES/EXPENSES* 2012	ACTUAL EXPENDITURES/EXPENSES ** 2012	FUND BALANCE/ NET ASSETS*** July 1, 2012**	PROPERTY TAX REVENUES 2013	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2013	OTHER FINANCING SOURCES <USES> 2013		INTERFUND TRANSFERS 2013		TOTAL FINANCIAL RESOURCES AVAILABLE 2013	BUDGETED EXPENDITURES/EXPENSES 2013
						SOURCES	<USES>	IN	<OUT>		
1. General Fund	\$ 4,302,649	\$ 3,615,863	\$ 1,431,752	Primary: 72,443 Secondary: \$	\$ 3,062,733	\$	\$	\$ 604,988	\$ 228,400	\$ 4,943,516	\$ 4,623,209
2. Special Revenue Funds	3,373,981	1,439,451	424,115		2,206,343			116,821	10,321	2,736,958	2,391,752
3. Debt Service Funds Available	156,794	158,896	159,793	157,300				5,700		322,793	163,000
4. Less: Amounts for Future Debt Retirement											264,900
5. Total Debt Service Funds	156,794	158,896	159,793	157,300				5,700		322,793	163,000
6. Capital Projects Funds	162,700	92,301	32,397		100,000			121,900		254,297	264,900
7. Permanent Funds	33,425	26,235	1,877		16,420					18,297	11,770
8. Enterprise Funds Available	22,151,153	2,578,417	3,470,242		3,496,407				610,688	18,355,961	15,681,437
9. Less: Amounts for Future Debt Retirement											
10. Total Enterprise Funds	22,151,153	2,578,417	3,470,242		3,496,407				610,688	18,355,961	15,681,437
11. Internal Service Funds											
12. TOTAL ALL FUNDS	\$ 30,180,682	\$ 7,911,163	\$ 5,520,176	\$ 229,743	\$ 8,881,903	\$ 12,000,000	\$	\$ 849,409	\$ 849,409	\$ 26,631,822	\$ 23,136,068

EXPENDITURE LIMITATION COMPARISON

	2012	2013
1. Budgeted expenditures/expenses	\$ 30,180,682	\$ 23,136,068
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	30,180,682	23,136,068
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$ 30,180,682	\$ 23,136,068
6. EEC or voter-approved alternative expenditure limitation	\$ 36,028,650	\$ 36,424,294

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

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

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

*** Amounts in this column represent Fund Balance/Net Asset amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

CITY OF WILLCOX
Summary of Tax Levy and Tax Rate Information
Fiscal Year 2013

	2012	2013
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 70,786	\$ 72,443
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$	
3. Property tax levy amounts		
A. Primary property taxes	\$ 70,786	\$ 72,443
B. Secondary property taxes	151,094	157,300
C. Total property tax levy amounts	\$ 221,880	\$ 229,743
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ 66,378	
(2) Prior years' levies	3,411	
(3) Total primary property taxes	\$ 69,789	
B. Secondary property taxes		
(1) Current year's levy	\$ 144,420	
(2) Prior years' levies	7,808	
(3) Total secondary property taxes	\$ 152,228	
C. Total property taxes collected	\$ 222,017	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	0.3209	0.3196
(2) Secondary property tax rate	0.6750	0.6867
(3) Total city/town tax rate	0.9959	1.0063

B. Special assessment district tax rates

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

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

CITY OF WILLCOX
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2013

SOURCE OF REVENUES	ESTIMATED REVENUES 2012	ACTUAL REVENUES* 2012	ESTIMATED REVENUES 2013
GENERAL FUND			
Local taxes			
City Sales Tax	\$ 1,536,615	\$ 1,441,980	\$ 1,516,845
Occupancy Tax	130,000	146,164	160,000
Law Agency Tax	250	840	300
Licenses and permits			
Franchise Fees	150,000	120,706	110,000
Licenses and Permits	71,100	96,508	201,237
Intergovernmental			
State - Sales and Income Tax	601,348	623,576	682,188
County - Auto in lieu	173,588	153,940	150,000
County Contribution - Humane	26,042	26,042	28,669
Charges for services			
Services	30,000	36,176	32,200
Fines and forfeits			
Court Fines	6,752	5,901	1,000
Library Fines	5,000	5,491	5,000
Interest on investments			
Interest Income	10,000	32,546	20,000
Contributions			
Voluntary contributions			
Miscellaneous			
Miscellaneous	75,799	80,045	131,694
Rents	7,100	10,423	23,600
Total General Fund	\$ 2,823,594	\$ 2,780,338	\$ 3,062,733

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

SPECIAL REVENUE FUNDS

HURF - City Sales Tax	\$ 768,308	\$ 690,990	\$ 745,259
HURF Revenue	239,091	201,289	239,091
Interest Income	300	1,596	1,000
Miscellaneous		297	
	\$ 1,007,699	\$ 894,172	\$ 985,350
Grants	\$ 1,914,711	\$ 507,129	\$ 1,162,023
Other	67,740	21,562	58,970
	\$	\$	\$

CITY OF WILLCOX
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2013

SOURCE OF REVENUES	ESTIMATED REVENUES 2012	ACTUAL REVENUES* 2012	ESTIMATED REVENUES 2013
Total Special Revenue Funds	\$ 2,990,150	\$ 1,422,863	\$ 2,206,343
DEBT SERVICE FUNDS			
	\$	\$	\$
Total Debt Service Funds	\$	\$	\$
CAPITAL PROJECTS FUNDS			
Interest Income	\$	\$ 207	\$
Grants	117,700	80,309	
Repair and Demolition			100,000
	\$ 117,700	\$ 80,516	\$ 100,000
Total Capital Projects Funds	\$ 117,700	\$ 80,516	\$ 100,000

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

PERMANENT FUNDS

Magistrate Court	\$ 28,000	\$ 21,849	\$ 9,370
Firemen's Pension Fund	5,425	3,381	7,050
	\$ 33,425	\$ 25,230	\$ 16,420
Total Permanent Funds	\$ 33,425	\$ 25,230	\$ 16,420

ENTERPRISE FUNDS

Gas Fund	\$ 1,120,456	\$ 859,284	\$ 1,294,173
Water Fund	717,548	769,218	778,089
Sewer Fund	701,969	736,625	755,491
Refuse Fund	663,986	660,331	668,654
	\$ 3,203,959	\$ 3,025,458	\$ 3,496,407
Total Enterprise Funds	\$ 3,203,959	\$ 3,025,458	\$ 3,496,407

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

TOTAL ALL FUNDS \$ 9,168,828 \$ 7,334,405 \$ 8,881,903

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

CITY OF WILLCOX
Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2013

FUND	OTHER FINANCING 2013		INTERFUND TRANSFERS 2013	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
Administrative Charges	\$	\$	\$ 604,988	\$
Repair & Demolition Fund				100,000
Capital Improvement Projects				121,900
Special Revenue Funds				6,500
Total General Fund	\$	\$	\$ 604,988	\$ 228,400
SPECIAL REVENUE FUNDS				
Grant Matching Funds	\$	\$	\$ 10,321	\$
Repair & Demolition Fund			100,000	
HURF				10,321
Special Revenue Grants			6,500	
Total Special Revenue Funds	\$	\$	\$ 116,821	\$ 10,321
DEBT SERVICE FUNDS				
Administrative Charges	\$	\$	\$ 5,700	\$
Total Debt Service Funds	\$	\$	\$ 5,700	\$
CAPITAL PROJECTS FUNDS				
Capital Projects	\$	\$	\$ 121,900	\$
Total Capital Projects Funds	\$	\$	\$ 121,900	\$
PERMANENT FUNDS				
	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
Gas Fund-Financing-Admin Charge	\$	\$	\$	\$ 190,731
Water Fund-Admin Charge				133,964
Sewer Fund-financing-Admin Charge	12,000,000			127,361
Refuse Fund-Admin Charge-GF Loan repay				158,632
Total Enterprise Funds	\$ 12,000,000	\$	\$	\$ 610,688
TOTAL ALL FUNDS	\$ 12,000,000	\$	\$ 849,409	\$ 849,409

CITY OF WILLCOX
Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2013

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2012	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2012	ACTUAL EXPENDITURES/ EXPENSES* 2012	BUDGETED EXPENDITURES/ EXPENSES 2013
GENERAL FUND				
General Government	\$ 1,115,550	\$	\$ 982,515	\$ 1,090,728
Community Programs	157,628		131,282	217,000
Public Safety	1,624,463	(11,969)	1,381,283	1,721,790
City Services	283,107		222,493	292,498
Public Works	1,153,870	(20,000)	898,290	1,072,793
Transfers to Capital Projects				228,400
Total General Fund	\$ 4,334,618	\$ (31,969)	\$ 3,615,863	\$ 4,623,209
SPECIAL REVENUE FUNDS				
Highway Users Fund	\$ 1,174,602	\$	\$ 893,759	\$ 1,048,678
Grants	2,005,871		496,022	1,172,344
Other	190,588	2,900	49,670	170,730
Total Special Revenue Funds	\$ 3,371,061	\$ 2,900	\$ 1,439,451	\$ 2,391,752
DEBT SERVICE FUNDS				
Debt Service	\$ 156,794	\$	\$ 158,896	\$ 163,000
Total Debt Service Funds	\$ 156,794	\$	\$ 158,896	\$ 163,000
CAPITAL PROJECTS FUNDS				
Capital Improvement Projects	\$	\$	\$	\$ 164,900
Library/Police Facility	162,700		92,301	
Repair & Demolition Fund				100,000
Total Capital Projects Funds	\$ 162,700	\$	\$ 92,301	\$ 264,900
PERMANENT FUNDS				
Magistrate Court	\$ 28,000	\$	\$ 23,835	\$ 9,370
Firemen's Pension	5,425		2,400	2,400
Total Permanent Funds	\$ 33,425	\$	\$ 26,235	\$ 11,770
ENTERPRISE FUNDS				
Gas Fund	\$ 4,220,013	\$	\$ 855,776	\$ 1,384,684
Water Fund	736,289		547,276	794,174
Sewer Fund	16,730,865	(200,000)	542,657	12,833,098
Solid Waste/Refuse Fund	663,986		632,708	669,481
Total Enterprise Funds	\$ 22,351,153	\$ (200,000)	\$ 2,578,417	\$ 15,681,437
TOTAL ALL FUNDS	\$ 30,409,751	\$ (229,069)	\$ 7,911,163	\$ 23,136,068

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

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 18
Tab Number: 12
Date: 7-16-12

Date Submitted: 7/10/2012
Date Requested: 7/16/2012

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

Subject: Discussion / Decision on Facility Use Fees for Quail Park, Keiller Park & Railroad Park

TO: MAYOR AND COUNCIL

DISCUSSION: In 2011 the Mayor and Council approved a revised fee schedule for the use of the Community Center. The Parks and Recreation committee has been reviewing the fee structures for other facilities, specifically Quail Park, Keiller Park and Railroad Park. The Parks & Recreation Committee is recommending that the Mayor and Council implement the attached fee schedules proposed.

Fees are being proposed to defray a portion of the cost associated with scheduled uses of the facilities. These fees can be attributed directly to an increased level of service for these activities.

The Community Center revised Policy was used as the basis for the fee structure for these facilities.

RECOMMENDATION: Approve the resolution for the proposed fees on the facilities.

FISCAL IMPACT Increased revenue in the general fund to offset costs associated with organized activities.

Prepared by:



Dave Bonner, Public Services & Works Director

Approved by:



Pat McCourt, City Manager

Memorandum

To: Parks & Recreation Committee

From: Dave Bonner, Public Services & Works Director

Date: 4/23/2012

Re: Quail, Keiller & Railroad Ave. Park Fees

Quail Sports Park is a facility owned by the City of Willcox and is comprised of ball fields, concession stands, rodeo arena, practice arena, open space, and a large ramada.

Keiller Park also a facility owned by the City of Willcox is comprised of three ballfields of various configurations, a large ramada, volleyball court, basketball courts, large steel ramada and smaller ramadas as well as a soccer field and various open spaces.

Railroad Ave. Park has a ramada, playground and open spaces.

The City wishes to make these facilities available for use by any users, but recognizes the need to offset the operational costs when the facility is used by organizations, groups, or individuals who do not represent the ALL the people of Willcox. The City recognizes that sometimes these groups and organizations represent substantial portions of the Community. The City wishes to make the facility available for these groups at a reduced fee, which allows availability and helps cover some of the operational costs.

The facility is frequently used for events and activities which are serving a select group of the people who may or may not be residents of the City; but wish to use the facility for their individual needs, for fund raising purposes, or commercial purposes. The City wishes to make the facility available to this group at a rate designed to at least capture the full operational costs and provide some monies to help cover other costs of owning and operating the facility.

This Policy on these facilities is intended to supplement the existing Facility Use Policies not replace the Policies. Those Policies will still pertain unless specific rules in this Policy indicate otherwise.

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION NO: 2012-68

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND ADOPTING THE FACILITY USE FEES FOR QUAIL PARK, KEILLER PARK AND RAILROAD PARK.

WHEREAS, the City of Willcox is empowered pursuant to A.R.S. § 9-240(29) to adopt ordinances, within its corporate limits, needful for the good government and order of the municipality; to provide the manner of prosecution; and to define the punishment for violations thereto; and

WHEREAS, the City of Willcox is empowered pursuant to A.R.S. §§ 9-240(18) to fix the amount of license taxes to be paid by any such person, firm, corporation or association for carrying on any business, game, amusement, calling, profession or occupation, and prescribe the method of collection or payment of same, for a stated period in advance, and fix penalties for failure to comply by fine or imprisonment, or both; and

WHEREAS the Mayor and Council desires to consider the user fee recommendations for Quail, Keiller and Railroad Parks as the adopted fee policy for those facilities; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Willcox, Cochise County, Arizona as follows:

SECTION 1: The Mayor and Council hereby adopt the Community Parks Fees and Use Policy as presented and as approved by the Parks and Recreation Advisory Committee.

SECTION 2: The Mayor and Council acknowledge the economic state of our Nation and the hardships of local governments in trying to maintain facilities that serve the general public.

SECTION 2: The Mayor and Council may revise the Parks and Recreation Fees and Use Policy on a periodic basis pursuant to Resolution.

SECTION 3: All related and conflicting resolutions or parts of resolutions are hereby repealed and replaced as adopted herein.

SECTION 4: That if any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this resolution.

**PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF
THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, on this ____ day of
July, 2012.**

APPROVED/EXECUTED

MAYOR, ROBERT A. IRVIN

ATTEST:

APPROVED AS TO FORM:

City Clerk, Virginia A. Mefford

City Attorney, Hector M. Figueroa

Resolution No. 2012-68

Types of Users

When an organization represents ALL of the people of the City it will be considered a "Public Event". In that circumstance the City Council wishes to have the costs paid by the general operations of the Parks and Recreation department. Examples of Organizations that represent ALL of the people would be: the City of Willcox; the Willcox Unified School District; Cochise County Government; Incumbent Elected Officials who represent the people residing within the Community; the State of Arizona; and Federal Government agencies. When these organizations are putting on a non-fund raising event the normal costs will be waived and absorbed by the City of Willcox General Fund. If any of these organizations were to operate an event or activity which was planned to generate income or has the potential to generate income (whether it does or does not make any money is irrelevant), then the event will be treated like a "Profit making" event.

Many groups represent significant portions of the Community. Examples of these organizations are nonprofits: Service Clubs; Youth organizations; Senior Organizations; Willcox Chamber of Commerce & Agriculture. These organizations need to pay a minimal fee for the use of the facility to help offset the cost of operation of the Facility. These events will be considered "Community Events". If any of these groups were to operate an event or activity which was planned to generate income or has the potential to generate income (whether it actually does or does not make money is irrelevant), then the event will be treated like a "Profit making" event. If the Organization is a "local" organization, (Local is defined as being headquartered within 25 miles of the City Hall of Willcox), then the City wishes to recognize the economic benefit of the recirculation of the money raised within the Community and will permit Local Nonprofit Organizations to use the Facility at the Community Event rate regardless of if the Event is designed to generate income.

Individuals or organizations often wish to use the Facility to hold an event which benefits a small select group or is intended to generate money either for themselves or a cause. Examples would include: individuals renting the Facility for a party/celebration; a nonprofit holding a fund raiser; a political candidate (whether incumbent or not) holding a fund raiser; a private company/individual holding a sale of some type; and an individual or group holding a benefit. If individuals, participants, or vendors, are charged a fee (voluntary donations are considered a fee) to participate, attend, or purchase goods or services at the event; the event will be considered "Profit making". If the attendance is restricted to invited guests or a very select group (like a wedding); the event will be considered "Profit making".

Cleaning Deposit & Key Deposit

The concept behind charging a "Cleaning/Key Deposit" is that the City wishes the users to exercise care of the facility while they use it and that the users will leave the facility at least as clean as they found it. The Cleaning/Key Fee is not an additional revenue

source; it is to encourage users to do what is right. If the facility is left in a clean condition; the deposit will be returned.

If there are repairs due to unusual use of the facility and/or the costs to clean up the facility or replace lost or misplaced keys, exceed the Cleaning/Key deposit, the user will be billed for the excess costs. Failure of the user to resolve any charges for damages will, in addition to any and all other methods used to collect from the user, result in the denial of any subsequent use of the facility by that user.

If there are no other scheduled uses of the facility the users will have twelve hours prior to their scheduled event and twelve hours after their scheduled event for setup and cleanup. If there is/are scheduled events before or after the user's event; the user may make arrangements with the other users on availability to setup and/or cleanup. If arrangements cannot be made with the other users the setup and cleanup must occur during the reserved times.

Public users do not have to provide a Cleaning Deposit, but are subject to charges if the facility is not left in proper order.

The Cleaning deposit is set at one hundred and fifty dollars (\$250.00). **Cleaning Deposit is required of all applicants, except the City for City sponsored events.**

Provision of In-kind goods or services

Community Events and Profit Making Events may make special arrangement to provide in-kind goods or services in lieu of cash payments for the use of the facility. All such arrangements must be made and approved by the City Council prior to the occurrence of the event. All such proposals must be defined in the value of U.S. dollars; with the City of Willcox being the recipient of the In-kind value. Under no circumstances will the City make any cash payment for In-kind goods or services. i.e. if the value of the goods or services exceed the fees, there is no refund. **In-kind may not be used to cover the Application fee or the Cleaning Deposit.**

Discount for City of Willcox Property Owners

Citizens of the City of Willcox, who do not owe the City of Willcox any outstanding amounts and present a current paid City of Willcox utility bill or other acceptable proof of City residency; are eligible to receive a discount on their fees in the amount of 10% (There is no discount on the Cleaning Deposit or the Application Fee). In the event of In-kind agreements the discount shall not exceed the actual cash payments made to the City for use of the Facility.

Refund of Fees

The goal of the City is to have the facility available for use. Therefore early reservations are encouraged. Reservations are on a first come first serve basis. (Also see the Facility

Use Policy for annual events which provides some exceptions). The City recognizes that on occasion circumstances may require the cancellation of an event. The City also recognizes that the reserving of the facility may prevent other potential users from using the facility. Fees (**Except the Application Fee is nonrefundable**) will be refunded if an event is cancelled and the City is notified a minimum of fourteen calendar days (14) in advance of the scheduled event. (This is a different time frame – shorter- than the Facility use Policy and is pertinent only to the Community Center). If the event is cancelled with less than fourteen days notice the fees will be forfeited.

Use of Equipment

The use of equipment (heating, cooling, restrooms, oven, range, refrigerator, freezer, heater, sinks shelves, dumpsters, mops, brooms, trash containers, fire extinguishers, etc) is included in the fees charged when applicable. The City will strive to maintain all equipment in proper working order, the users use at their own risk. If there is a failure of equipment which makes the Facility unavailable for use, any fees will be returned. Users may provide their own equipment: the City does not assume any responsibility for any damage or failure of the user's equipment. Any misuse of City equipment is subject to additional charge(s).

Use of the Facilities

City facilities are comprised of several areas which may be rented in part or collectively. The City is interested in all facilities being used and the City is interested in protecting the peace and quiet of the people in the surrounding areas. It is the responsibility of the event organizer to ensure that participants of the event are respectful of private property rights of the owners adjacent to the City property being utilized.

Generally, because of "dark sky" requirements in the Municipal Lighting Ordinance, activities utilizing exterior lighting should discontinue at 11:00 pm.

Certain areas of each facility may not be available to the public. Areas used for store of materials and equipment or special machinery are examples of these areas.

Parking

Parking for the Quail Sports Park is joint parking for the entire facility. When parts of the facility are rented by separate organizations, the organizations are expected to work cooperatively and respectfully with each other in order to utilize the facility to its fullest extent.

There are two separate parking areas at Keiller Park. One area is known as the West parking lot. It lies between Field #1 and the main park. The other area known as the East parking lot lies between the main park and Bisbee Ave.

Parking for Railroad Ave. Park is available along the street. For larger events other areas of downtown parking will need to be utilized.

Waiver of Fees

Only the City Council may waiver fees for use of the Facility; no staff person is authorized to waive any fee. If the City Council wishes to waive fees; they must do so at a properly called Public Meeting. Any and all waiver requests must be approved prior to the occurrence of the event – no retroactive waivers.

Fees

To reserve the facility a \$50.00 application fee must be paid and the application must be accepted and signed by the Facilities and Maintenance Supervisor or the Public Services & Works Director. All other fees must be paid at least 10 days prior to the event. All fees are based upon a “day”, unless other wise specified: a day is defined as Noon until Noon; this is to assist in the setup and cleanup (also see the section on Cleanup/Key Deposit for additional time). There is no proration of a fee for a partial day.

Public Event – Application Fee \$50.00, except the City of Willcox sponsored events, all other use fees waived.

Community Events – Application fee of \$50.00 plus use fees are one half the Profit Making Event schedule.

Profit Making Events: Application Fee of Fifty Dollars (\$50.00) per day plus use fees.

See Attachment “A” for all fees.

Implementation Date

These rules and rates shall be implemented as of _____.

Attachment "C"
Railroad Park Fee Schedule

Deposit and Rental Fees

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

Fee Description	Fee Amount	Number of Days	Subtotal	Cash Rec'd.	Check#	Rept. #
Application Fee	\$50.00					
Outlets per day	\$10.00					
Ramada	\$25.00					
Open Space	\$25.00					
Special Requests						
Regular Work Hours	\$17.25					
Overtime Work Hours	\$25.88					
Total Fees Due						

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

Condition Verification

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

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

_____ Significant damage has occurred directly related to this event.

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

City of Willcox Representative Signature

Date

Attachment "C"
Keiler Park Fee Schedule

Deposit and Rental Fees

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

Fee Description	Fee Amount	Quantity	Subtotal	Cash Rec'd.	Check#	Rept. #
Application Fee	\$50.00					
Volleyball Court per day	\$25.00					
Basketball Court per court per day	\$25.00					
Soccer Fields per day	\$25.00					
Soccer Fields per season	\$100.00					
Athletic Fields/Courts						
Fields #1,# 2 and #3 Daily	\$25.00					
Fields #1,#2 and #3 Monthly	\$100.00					
Fields #1,#2 and #3 Seasonally	\$300.00					
Outlets per day	\$10.00					
Ball field lights per hour	\$15.00					
Tournaments Daily	\$100.00					
Concession Stands	\$25.00					
Ramadas Daily	\$25.00					
Open Spaces Daily	\$25.00					
Special Requests						
Regular Work Hours	\$17.25					
Overtime Work Hours	\$25.88					
Deposits						
Cleaning, Damage,& Key Deposit per application	\$250.00					

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

Condition Verification

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

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

_____ Significant damage has occurred directly related to this event.

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

Attachment "C"
Quail Sports Park Rodeo Fee Schedule

Deposit and Rental Fees

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

Fee Description	Fee Amount	Quantity	Subtotal	Cash Rec'd.	Check #	Rept. #
Application Fee for each application	\$50.00					
Rodeo Main Arena	\$75.00					
Warm-up Arena	\$25.00					
Concession Stand	\$25.00					
Main Arena Lights per hour	\$15.00					
Arena Preparation	\$150.00					
Athletic Fields/ Courts						
Fields #1 and #2 Daily	\$25.00					
Fields # 1 and #2 Monthly	\$100.00					
Fields #1 and #2 Seasonally	\$300.00					
Ball field Lights per hour	\$15.00					
Outlets per day	\$10.00					
Special Requests						
Regular Work Hours	\$17.25					
Overtime Work Hours	\$25.88					
Deposits						
Cleaning ,Damage, & Key Deposit Per application	\$250.00					

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

Condition Verification

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

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

_____ Significant damage has occurred directly related to this event.

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

CITY OF WILLCOX
Request for Council Action

Agenda Item: 19.
Tab Number: 13
Date: 7/16/12.

Date Submitted:
July 9, 2012
Date Requested:
July 16, 2012

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject:
Request to accept Grant
Agreement from the
Governor's Office of
Highway Safety for FY
2013

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

Discussion: The Willcox Department of Public Safety has received an award of \$7,000.00 from the Governor's Office of Highway Safety (GOHS) for DUI enforcement and education. The grant award will provide reimbursement for approved equipment and officer overtime & employee related expenses for special task force and detail targeting DUI offenses.

Recommendation: To accept this \$7,000 award as described in the attached contract for FY 2013 from the Governor's Office of Highway Safety for approved equipment and officer overtime and employee related expenses.

Motion:

Fiscal Impact: FY 2013 – 7,000 (reimbursable)

Prepared By: Perney L. Bell, Administrative Assistant

Jake Weaver, Chief / Director

Pat McCourt, City Manager



JANICE K. BREWER
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

June 20, 2012

PROJECT REFERENCE:

Contract No.: 2013-AL-005

Contract Title: DUI Enforcement/Equipment

Chief Jacob Weaver
Willcox Police Department
320 W. Rex Allen Dr.
Willcox, Arizona 85643

Dear Chief Weaver:

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire contract as there have been **significant changes** throughout the contract;
2. As Project Director, sign and date the signature page of both copies;
3. Obtain the signature of Patrick McCourt, City Manager, City of Willcox, as the Authorized Official of Governmental Unit, on the signature page of both copies;
4. Have your fiscal staff complete the Reimbursement Instructions (page 25) of both copies;
5. Return all signed copies of the Contract to 3030 North Central Avenue, Suite 1550, Phoenix, AZ 85012.

Please ***do not*** incur any costs at this time as it would nullify the Contract. Once the signed copies are received, I will approve and sign the Contract as the GOHS Director/Governor's Highway Safety Representative and an original executed Contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

Enclosures

AG:

**CITY OF WILLCOX, COCHISE COUNTY, ARIZONA
RESOLUTION NO: 2012-69**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA APPROVING AND ADOPTING FUNDING CONTRACT 2013-AL-005 [“DUI ENFORCEMENT EQUIPMENT”] WITH THE GOVERNOR’S OFFICE OF HIGHWAY SAFETY [“GOHS”] ON BEHALF OF THE WILLCOX DEPARTMENT OF PUBLIC SAFETY [“WDPS”] FOR THE PURPOSE OF RECEIVING AWARD FUNDS FOR DUI ENFORCEMENT EQUIPMENT AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the City of Willcox is empowered pursuant to A.R.S. § 9-240(12) to establish and regulate the police of the city and to enter into agreements with the county, the state and federal governments and agencies pursuant A.R.S. § 11-951 and 952 et seq. and is vested with all powers of incorporated cities and towns as set forth in Title 9; and

WHEREAS, the Arizona Governor’s Office of Highway Safety [“GOHS”] provides funding for local law enforcement under specific eligible projects through an application process; and

WHEREAS, the Willcox Department of Public Safety [“WDPS”] was approached and asked to participate in the application process as a municipal law enforcement agency; and

WHEREAS, the WDPS was authorized to submit an application for funding to cover the cost of overtime, related expenses and equipment associated with a special task force and detail targeting DUI offenses; and

WHEREAS, the Mayor and Council of the City of Willcox, Cochise County, Arizona have determined that it is in the best interest of the City, the WDPS and its citizens to approve and adopt **CONTRACT 2013-AL-005 [“DUI ENFORCEMENT EQUIPMENT”] under GOHS Funds**; and

WHEREAS, the Mayor and Council and the WDPS desire to have this item presented at the next Council Meeting on July 16th, 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 and immediate acceptance of GOHS funds, and that this Resolution be effective immediately upon its passage and adoption.

BE IT RESOLVED by the Mayor and Council of the City of Willcox, Cochise County, Arizona, that the City hereby formally approves and adopts **CONTRACT 2013-AL-005** [**“DUI ENFORCEMENT EQUIPMENT”**], authorizes the Mayor to execute this Resolution and directs and authorizes the Police Chief to take necessary action to carry out the intent of this Resolution.

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

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

APPROVED/EXECUTED

MAYOR, ROBERT A. IRVIN

ATTEST:

APPROVED AS TO FORM:

City Clerk, Virginia A. Mefford

City Attorney, Hector M. Figueroa, Esq.

RESOLUTION NO: 2012-69

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.

CFDA 20.600

1. APPLICANT AGENCY Willcox Police Department	GOHS CONTRACT NUMBER 2013-AL-005
ADDRESS 320 W. Rex Allen Dr. Willcox, AZ 85643	PROGRAM AREA 402 – AL TASK 1, 2
2. GOVERNMENTAL UNIT City of Willcox	AGENCY CONTACT Penney Bell
ADDRESS 101 S. Railroad Ave. Willcox, AZ 85643	3. PROJECT TITLE DUI Enforcement/Equipment
4. GUIDELINES 402 – Alcohol (AL)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal (402) funds will support Personnel Services (Overtime), Employee Related Expenses and Capital Outlay: Two (2) Portable Breath Tester(s) (PBT's) to enhance DUI Enforcement and Education throughout the City of Willcox.

6. BUDGET COST CATEGORY	Project Period FY 2013
I. Personnel Services	\$4,316.00
II. Employee Related Expenses	\$1,684.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$1,000.00
TOTAL ESTIMATED COSTS	\$7,000.00

PROJECT PERIOD FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2013

CURRENT GRANT PERIOD FROM: 10-01-2012 TO: 09-30-2013

TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$7,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Willcox is a rural community in Cochise County with approximately 4,900 residents. The city is geographically located in the center of Interstate 10 and State Routes 186 and 191, approximately 80 miles east of Tucson Arizona. In addition, state routes 186 and 191 run through the community from Mexico (70 miles) and other surrounding communities. The Interstate and State Routes provide a large source of both private and commercial traffic through and around the city. The primary economic resources of the community are agricultural farming, ranching and tourism.

The Willcox Police Department serves the community with a staff of eleven (11) certified officers, which includes one (1) Chief, one (1) Patrol Sergeant, one (1) Detective Sergeant, one (1) Detective Corporal, five (5) Patrol Officers, one (1) K-9 Officer and one (1) School Resource Officer. The Willcox Police Department provides a 24 hour patrol service within a 6.5 mile square radius community. The Police Department also assists service areas of the Interstate, State Routes, and outlying County areas as a result of an Interagency Agreement with the Cochise County Sheriff's Department and the Arizona Department of Public Safety. These agreements require the department to respond to agencies requesting back-up, covering emergency calls as needed and taking calls for service such as domestic disputes and vehicle collisions calls for service for the Arizona Department of Public Safety after 12:00am via an Interagency Agreement on state routes and Interstate highways from mile post 339 to 341.

Agency Problem:

Due to the close proximity to the Mexico border as well as major thoroughfares leading from Mexico through Willcox, there is a distinct problem with tourists who travel to and from Mexico, as well as local citizens who drive under the influence of alcohol/drugs. Tourism from the area to Mexico by underage individuals is becoming increasingly popular as there is no legal drinking age limit in Mexico. The results of this fact are undeniable and have left a dramatic impact on many individuals, as lives have been lost. The interstate has an estimated traffic volume of approximately 25,000 vehicles per 24 hours through Willcox. This figure does not include the volumes produced by State Routes 186 and 191.

Secondly, due to the vast rural location, and limited youth activities in and around the Willcox community, the agency has experienced a rising concern of juveniles driving under the influence of alcohol/drugs. Another contributing factor to this concern is the local school district which recently reduced the school week schedule to four (4) days. This reduction has resulted in a larger population of youth driving the streets and highways in Willcox and surrounding community for recreation on Fridays.

Agency Attempts to Solve Problem:

In their efforts to be more pro-active, the City Mayor and council has supported the Willcox Police Department with activities involving the Southeastern Arizona D.U.I. Task Force, uniting them with other departments in Cochise County such as the Arizona Department of Public Safety, the Sierra Vista Police Department, the Cochise County Sheriff's Office and Douglas Police Department.

From 2009 through 2011, the Willcox Police Department recorded a total of 2,473 moving traffic violations. A total of 77 were arrested for D.U.I. alcohol and another 6 were arrested for D.U.I. drugs. Consequently, these impaired drivers were removed from the streets of Willcox and the public thoroughfares in the surrounding community. Additionally, Willcox officers issued 151 citations for seatbelt violations and 30 citations for child restraint violations. These statistics were compiled from the

recorded traffic stops from an average of 6 Patrol Officers and 1 Patrol Sergeant from the Willcox Police Department.

Agency Funding:

Federal (402) funds will support Personnel Services (Overtime), Employee Related Expenses and Capital Outlay: Two (2) Portable Breath Tester(s) (PBT's) to enhance DUI Enforcement and Education throughout the City of Willcox.

How Agency Will Solve Problem With Funding:

The Willcox Police Department will continue to focus on reducing the number of impaired drivers in the community through education, intervention and enforcement by participating in a minimum of one (1) educational event.

The Willcox Police Department will schedule impaired driver enforcement details in the Willcox area and enforcement details will be collaborated with the Southeastern Arizona D.U.I. Task Force for assistance during the details worked in the area.

The Willcox Police Department will utilize the two (2) Portable Breath Tester(s) (PBTs) to enhance their detail activities. The PBTs will be issued to officers who have been trained in the equipment's proper use and the agency will maintain the equipment to the manufacturer's specifications.

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2011)	TWO YEARS AGO (2010)	THREE YEARS AGO (2009)
TOTAL FATAL COLLISIONS	1	0	1
TOTAL INJURY COLLISIONS	4	8	10
TOTAL COLLISIONS INVESTIGATED	72	84	110
ALCOHOL-RELATED FATALITIES	0	0	0
ALCOHOL-RELATED INJURIES	0	1	2
SPEED-RELATED FATALITIES	1	0	1
SPEED-RELATED INJURIES	2	8	5
PEDESTRIAN FATALITIES	0	0	0
PEDESTRIAN INJURIES	0	1	0
BICYCLE FATALITIES	0	0	0
BICYCLE INJURIES	0	0	0
TOTAL DUI ARRESTS	9	17	24
TOTAL MISDEMEANOR DUI ARRESTS	8	15	24
TOTAL AGGRAVATED DUI ARRESTS	1	2	0
TOTAL EXTREME DUI .15 ARRESTS	5	8	12
TOTAL DUI-DRUG ARRESTS	5	13	17
TOTAL DRE EVALUATIONS	0	0	0
SOBER DESIGNATED DRIVERS CONTACTED	0	0	0
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4	33	57	77
UNDERAGE DUI ARRESTS	3	2	7
UNDERAGE DUI-DRUG ARRESTS	5	2	3
TOTAL AGENCY CITATIONS	557	822	1094
SPEED CITATIONS	177	348	430
RED LIGHT RUNNING CITATIONS	8	21	45
SEAT BELT CITATIONS	28	37	69
CHILD SAFETY SEAT CITATIONS	8	9	16

GOALS/OBJECTIVES:

Federal (402) funds will support Personnel Services (Overtime), Employee Related Expenses and Capital Outlay: Two (2) Portable Breath Tester(s) (PBT's) to enhance DUI Enforcement and Education throughout the City of Willcox. The following goals and objectives shall be accomplished as a result of this funding:

- Expend funding for Personnel Services (overtime) and Employee Related Expenses provided for DUI activities by September 30, 2013.
- Expend funding for DUI enforcement Capital Outlay (equipment) by purchasing **Two (2) Portable Breath Tester(s) (PBTs)** by September 30, 2013.
- To reduce or maintain the total number of alcohol involved traffic fatalities through DUI enforcement by December 31, 2013.
- To reduce or maintain the total number of alcohol involved traffic injuries through DUI enforcement by December 31, 2013.
- To increase total department-wide DUI arrests from the calendar 2011 base year total of **Nine (9)** by December 31, 2013.
- To conduct **One (1)** DUI Saturation Patrol by September 30, 2013 and participate in an additional **Two (2)** DUI Task Force Operations by September 30, 2013.
- To conduct **One (1)** DUI training session for enforcement personnel by September 30, 2013.
- To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Impaired Driving in terms of money, criminal and human consequences.**

METHOD OF PROCEDURE:

The Willcox Police Department will implement the following strategies to meet the outlined goals and objectives:

- Increase enforcement capabilities by implementing additional personnel services (overtime) to participate in DUI activities.
- Increase DUI enforcement capabilities by purchasing **Two (2) PBTs**.
- Implement a system of programs to deter alcohol/drug impaired driving, which will include aggressive enforcement of current laws, as well as visible and aggressive prosecution of violators.
- Develop DUI enforcement projects that will provide highly visible patrols and selective enforcement methods utilizing up-to-date field sobriety techniques.
- Develop comprehensive community DUI prevention projects that employ collaborative efforts in the development and execution of strategic information and education campaigns targeting youth and adults, and focusing specific attention to those who engage in high-risk behaviors.

- Provide DRE training for enforcement officers, prosecutors, and judges to facilitate in the arrest, prosecution, and adjudication of alcohol and/or drug impaired drivers.
- Develop Public information and educational campaigns to raise awareness specific to Arizona's goals and objectives in reducing impaired driving fatalities and collisions. These activities shall include print, radio, television, on-line electronic and other possible innovative projects.
- Work in correlation with the statewide GOHS funded traffic safety prosecutor that is available to all police agencies and adjudicating prosecuting attorney's offices, particularly for cases that may set a state precedent.
- Provide training opportunities for laboratory technicians, law enforcement and prosecutors on use of current technology and new phlebotomy projects.
- Participation is mandatory in multi-agency task forces, specifically the statewide Arizona DUI Task Forces. The mission of these Task Forces is to *"Unite Arizona communities to implement a coordinated public information and education campaign along with combined DUI enforcement activities with an emphasis on holidays and specific event days throughout the year."*
- **The Agency will provide a schedule of their respective DUI Task Force details or planned participation in other agency DUI Task Force details a minimum of Three (3) weeks prior to each Mandatory Reporting Period.**
- To develop a DUI Operational Plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program.

And, in addition, it is the responsibility of the Willcox Police Department to report all holiday task force or individual agency sustained enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00am the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to report statistics on time and correctly may result in reimbursements being delayed until completed.

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:

Two (2) Portable Breath Tester(s) (PBT's)

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director and/or Deputy Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Willcox Police Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Willcox Police Department further agrees to dispose of this equipment using the City of Willcox ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Willcox Police Department can refer to that of the state.

The Willcox Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract.

The Willcox Police Department shall incorporate any equipment purchased under this Contract into its inventory records.

The Willcox Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Willcox Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the Two (2) PBTs.

Decals:

The Governor's Office of Highway Safety shall provide the Willcox Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If this requirement cannot be met, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period. Failure to comply may result in cancellation of the contract.

Original Purpose of Equipment:

Pursuant to 23 CFR § 1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the NHTSA Regional Administrator, and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The NHTSA Regional Administrator may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR § 18.32.c.1 states that Equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Willcox Police Department shall adequately insure all capital equipment purchased under this contract for repair or replacement.

SPECIFIC REQUIREMENTS:**Requirements for Portable Breath Test Devices (PBTs):**

The successful vendor must certify that the devices purchased are on the NHTSA Conforming Products List and must meet, or exceed, NHTSA model specifications.

The Willcox Police Department will be responsible for providing all personnel the appropriate training for using the Portable Breath Test Devices (PBTs) purchased under this contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The Willcox Police Department will maintain written documentation (copy of the training certificates) which will be available upon request for review by GOHS.

PBTs will be calibrated per the specifications outlined by the respective manufacturer. Written documentation will be maintained by the agency and will be available upon request for review by GOHS.

METHOD OF PROCUREMENT:

Procurement procedures shall be in accordance with the Project Director's Manual. Additionally, the Willcox Police Department shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Willcox Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- Description of projects/activities conducted to achieve goals and objectives supported by the funding.
- Progress towards the completion of the project meeting the goals and objectives of the funded project. Examples additionally include public information, educational activities, electronic and printed media activities (include newspaper clippings)
- Report of status of procurement process as well as the current and federal fiscal year-to-date program expenditures (equipment materials/supplies etc.)
- Specific problem areas encountered and solutions identified (if applicable)
- Photograph of capital outlay equipment Two (2) PBTs
 - Capital Outlay Equipment Form
- Quarterly Enforcement Form
- Original signatures on all Quarterly Reports and RCI's
 - Signatures must include Project Director unless prior authorization for another is on file with GOHS.

Report Schedule

Reporting Period	Due Date
Quarterly Report (October 1 to December 31)	January 15
Quarterly Report (January 1 to March 31)	April 15
Quarterly Report (April 1 to June 30)	July 15
Quarterly Report (July 1 to September 30)	October 31
Final Statement of Accomplishment	October 31

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. **Note:** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than 30 days following the contract end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the GOHS project coordinator to determine the following:

- How effective was the funded project in reducing or eliminating the identified traffic safety problem?
- Were the goals and objectives outlined in the contract achieved?
- What positive accomplishments or obstacles/deficiencies did the grantee face in pursuit of their respective goals and objectives?
- Evaluate the overall worth of the project?
- Will the project be continued in the future (Describe in detail) regardless of assistance from GOHS?

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Jacob Weaver, Chief, Willcox Police Department, shall serve as Project Director.

Penney Bell, Administrative Assistant, Willcox Police Department, shall serve as Project Administrator.

Benjamin Deemer, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The Governor's Office of Highway Safety will provide the RCI template and instructions with this contract. Failure to meet this requirement may be cause to terminate the project.

PROJECT MONITORING:

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule

Total Awarded Amount	Type of Monitoring
Under \$50,000.00	Desk Review/Phone Conference.
\$50,000.01-\$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

Electronic, handwritten and verbal requests to alter the Contract in any manner will not be accepted.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$4,316.00
II.	Employee Related Expenses	\$1,684.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay Two (2) Portable Breath Test Devices (PBTs) = \$500.00 Each	\$1,000.00

TOTAL ESTIMATED COSTS *\$7,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Willcox Police Department shall absorb any and all expenditures in excess of \$7,000.00.

**DAILY ENFORCEMENT REPORT
(For Agency Use Only)**

Month Day Year

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Sudan and Iran

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

XXI. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXII. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Lobbying Restrictions

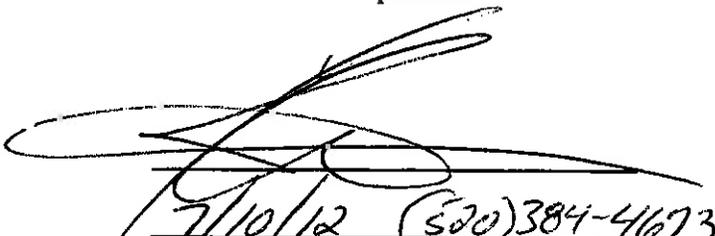
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Jacob Weaver, Chief
Willcox Police Department



7/10/12 (520)384-41673
Date Telephone

Signature of Authorized Official of Governmental Unit:

Patrick McCourt, City Manager
City of Willcox

Date Telephone

Lobbying Restrictions

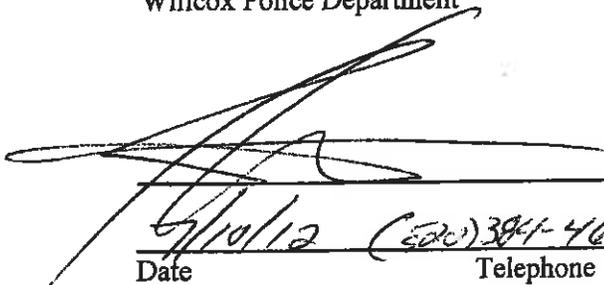
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- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Jacob Weaver, Chief
Willcox Police Department



5/10/12 (602) 394-4673
Date Telephone

Signature of Authorized Official of Governmental Unit:

Patrick McCourt, City Manager
City of Willcox

Date Telephone

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item 20
Tab Number 14
Date: 7/16/2012

<u>Date Submitted:</u>	<u>Action:</u>	<u>Subject:</u>
July 11, 2012	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal <input type="checkbox"/> Consideration	ARIZONA RANGE NEWS ANNUAL CONTRACT RENEWAL

TO: MAYOR AND COUNCIL
FROM: Finance Director Ruth Graham

DISCUSSION:

The Arizona Range News is a newspaper of general circulation in the City of Willcox and our publications are in the Arizona Range News. The San Pedro Valley News-Sun is an affiliated newspaper and the primary billing entity for our advertising and publications; job postings are billed through the Arizona Range News while all other publications are billed through San Pedro Valley News-Sun.

We use display advertising in the newspaper to provide information to the public, including the monthly newsletter, shutoff notices, utility notices and other advertising that is billed. The newsletter provides information about City projects, updates on plans that are underway, the City Manager's report, utilities updates and/or reminders, and other types of public information. We also use the legals to advertise ordinances, the City budget, CDBG advertising, and other required legal publications. The budget publication is required by Arizona statute.

The Arizona Range News is a sole source provider of publication services in a local newspaper. Pursuant to Section L of the City's Procurement Code, a contract may be awarded without competition when the City Manager determines in writing, after conducting a good faith review of available sources, that there is only one source for the required material, service, or construction item.

The Fiscal Year 2012-2013 renewal involves two contracts beginning July 1, 2012 and expiring June 30, 2013. The first Advertising Agreement is for display advertising at incremental rates as shown on the attached 2011 display modular rate card. For example, a 1.55" x 5" ad priced at the annual (52 week) rate will be \$33.75. The second Advertising Agreement is for legal advertising at the rate of \$6.00 per column inch (pci). The rates are the same as they were in FY12. From June 1, 2011 through May 31, 2012, the City's cost for advertising totaled \$23,200.

RECOMMENDATION: Motion to renew the Arizona Range News display and legal advertising contracts for the period from July 1, 2012 to June 30, 2013.

FISCAL IMPACT: Anticipated annual expense \$21,000-\$25,000.

Submitted by:



Ruth Graham, Finance Director

Approved by:



Pat McCourt, City Manager

**CITY OF WILLCOX, COCHISE COUNTY, ARIZONA
RESOLUTION NO: 2012-70**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA APPROVING AND ADOPTING THE DISPLAY AND ADVERTISING AGREEMENTS BETWEEN THE CITY OF WILLCOX [“CITY”] AND THE ARIZONA RANGE NEWS/SAN PEDRO VALLEY NEWS-SUN [“ARN/SPVNS”] FOR THE PURPOSE OF ESTABLISHING PUBLICATION COSTS AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the City of Willcox Common Council shall have control of the finances and property of the corporation and is empowered to adopt ordinances to regulate the procurement process for the corporation pursuant to A.R.S. § 9-240 et seq.; and

WHEREAS, the CITY adopted a Procurement Policy to govern procurement and has determined that ARN/SPVNS is a sole source provider of publication services within the town publishing only once per week and having provided publication services to the CITY since 1992; and

WHEREAS, pursuant to A.R.S. § 9-246, the City of Willcox Common Council is required to publish, in a newspaper published in the town, a full and correct statement of all funds received into the treasury of the town since the last report; and

WHEREAS, pursuant to A.R.S. § 39-202, the CITY may enter into a Contract for public printing by a newspaper that is accompanied by affidavit of the publisher that the newspaper complies with the provisions of A.R.S. § 39-201; and

WHEREAS, the Mayor and Council of the City of Willcox, Cochise County, Arizona have determined that it is in the best interest of the CITY and the citizens of the Willcox Community at large to acquire publication services with ARN/SPVNS; and

WHEREAS, the CITY and the ARN/SPVNS desire to have this item presented at the Council Meeting on July 16th, 2012 for consideration and approval of the Agreements for the Contract period of July 1, 2012 to June 30, 2013; and

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

BE IT RESOLVED by the Mayor and Council of the City of Willcox, Cochise County, Arizona, that the City hereby formally approves and authorizes the Mayor to execute this Resolution and the Advertising Agreements and directing City staff to take necessary action to carry out the terms of the Agreements.

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

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

APPROVED/EXECUTED

MAYOR, ROBERT A. IRVIN

ATTEST:

APPROVED AS TO FORM:

City Clerk, Virginia A. Mefford

City Attorney, Hector M. Figueroa

RESOLUTION NO: 2012-70

ADVERTISING AGREEMENT

Arizona Range News

PO Box 1155, 122 S. Haskell Ave, Willcox, AZ 85644
Phone (520) 384-3571 • Fax: (520) 384-3572
E-mail: arn@theriver.com

San Pedro Valley News-Sun

PO Drawer 1000, 200 S. Ocotillo, Benson, AZ 85602
Phone: (520) 586-3382 • Fax: (520) 586-2382
E-mail: spvns@theriver.com

Effective Date <u>7/4/12</u>	Agreement Expires <u>6/30/13</u>
<input checked="" type="checkbox"/> Display	<input checked="" type="checkbox"/> Frequency <u>52</u> consecutive weeks <u>\$33.75</u> per ad rate pci*
<input type="checkbox"/> Classified Display	<input type="checkbox"/> Bulk Rate <u>price & size will vary</u>
<input type="checkbox"/> Inserts (minimum 26 per year, 36 page tab or less)	<input type="checkbox"/> _____ inches _____ rate pci* (minimum inches per year)
<input type="checkbox"/> Single Sheet (maximum 11 "x13")	<input type="checkbox"/> _____ rate per thousand (*per column inch)
<input type="checkbox"/> Business Directory	

TERMS & CONDITIONS

1. All accounts are due and payable by cash with copy unless approval has been granted by the Arizona Range News/San Pedro Valley News-Sun (hereinafter referred to as ARN/SPVNS) for monthly billing. All monthly billing accounts are due and payable the 15th of the month following service. Past due balances are subject to 1-1/2% per month service charge (minimum charge \$1.00). All past due accounts will be subject to suspension of advertising unless satisfactory arrangements are made with the ARN/SPVNS.
2. The advertiser assumes all liability for statements contained in advertisements printed by the ARN/SPVNS and agrees to save the ARN/SPVNS harmless for any claim that may be brought against the ARN/SPVNS by reason of the publication of such advertisements and to reimburse the ARN/SPVNS for any amount paid by the ARN/SPVNS in settlement of any such claim in satisfaction of any judgement obtained thereon, and to pay all necessary expenses, including reasonable attorney's fees, incurred by the ARN/SPVNS in defense or settlement of such claim.
3. In the event the ARN/SPVNS is not able to obtain copy to fulfill this contract, the publisher may insert a suitable ad to comply with the contract.
4. All advertising is subject to publisher or general manager approval.
5. No special position is guaranteed and insertion order stating an advertisement may only be run in a certain position will not be accepted. Requests for special position will be given every consideration; however, special positions can be guaranteed for an additional charge (see rate card).
6. The ARN/SPVNS has the right to re-bill any advertiser that does not fulfill their contract commitment at the open local column inch rate.
7. This contract shall be binding through the period stated above. Upon expiration of the contract the current printed rate card will apply.
8. The newspaper agrees to furnish one checking proof of advertisements exceeding ten (10) column inches to advertisers on request. All checking proofs must be returned to the ad department by the proof deadline established by the newspaper sales representative. Proof to the advertiser is for purpose of correcting errors, but not for additions or changes in original copy. Where proof of ad is submitted to the advertiser, the advertiser assumes all responsibility for any errors not marked on the proof.
9. The ARN/SPVNS cannot assume financial responsibility for error in advertisements. Its liability is strictly limited to publication of the advertisement in any subsequent issue or the refund of any monies paid for the advertisement.
10. We accept no liability for our inadvertent omission of any ad.
11. Advertisers are asked to check their ad the first day it appears for any errors. A telephone call between 9 a.m. and 12 Noon on the first day after the ad appears will allow a correction on the second insertion. No claims will be allowed for more than one incorrect insertion.
12. The advertiser agrees to indemnify and hold the ARN/SPVNS harmless for any claims arising out of the publication of copy submitted by the advertiser. This includes, but is not limited to, claims for libel, copyright infringement and trademark infringement.
13. Through their sales representative, it is the advertiser's responsibility to cancel any advertisements appearing on their behalf. This advertising agreement is subject to all of the conditions and terms on the rate card.
14. The ARN/SPVNS will not be bound by any verbal agreements, promises, waivers, understanding or conditions of any nature that are not contained in the rate card.
15. The publisher reserves the right to change advertising rates or policy at any time.

DISCLAIMERS

Publisher's Liability for Error: The publisher shall not be liable for slight changes or typographical errors that do not lessen the value of an advertisement. The publisher's liability for other errors or omissions in connection with an advertisement is strictly limited to publication of the advertisement in any subsequent issue or the refund of any monies paid for the advertisement.

Indemnification: The advertiser and/or advertising agency agrees to defend and indemnify the publisher against any and all liability, loss or expenses arising from claims of libel, unfair competition, unfair trade practices, infringement of trademarks, copyrights, trade names, patents or proprietary rights or violation of rights of privacy resulting from the publication of the advertiser's advertisement.

Advertiser City of Willcox Phone 766-4202
Address 101 S. Railroad Avenue City/Zip Willcox, AZ 85643
Authorization _____ ARN/SPVNS Review Representative [Signature]
Print Name _____ Accounting Department Approval _____

Computer Input Date _____

Accounting Department PO Box 1000 Benson, AZ 85602
Phone: (520) 586-3382 Fax: (520) 586-2382

White: Accounting Yellow: Representative Pink: Customer

ADVERTISING AGREEMENT

Arizona Range News

PO Box 1155, 122 S. Haskell Ave, Willcox, AZ 85644
Phone (520) 384-3571 • Fax: (520) 384-3572
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San Pedro Valley News-Sun

PO Drawer 1000, 200 S. Ocotillo, Benson, AZ 85602
Phone: (520) 586-3382 • Fax: (520) 586-2382
E-mail: spvns@theriver.com

Effective Date <u>7/4/12</u>	Agreement Expires <u>6/30/13</u>
<input type="checkbox"/> Display	<input type="checkbox"/> Frequency
<input type="checkbox"/> Classified Display	_____ consecutive weeks _____ rate pci*
<input checked="" type="checkbox"/> Inserts (minimum 26 per year, 36 page tab or less)	<input checked="" type="checkbox"/> Bulk Rate <u>50</u> inches <u>\$6.00</u> rate pci* (minimum inches per year)
<input type="checkbox"/> Single Sheet (maximum 11 "x13")	<input type="checkbox"/> _____ rate per thousand
<input type="checkbox"/> Business Directory	(*per column inch)

TERMS & CONDITIONS

- All accounts are due and payable by cash with copy unless approval has been granted by the Arizona Range News/San Pedro Valley News-Sun (hereinafter referred to as ARN/SPVNS) for monthly billing. All monthly billing accounts are due and payable the 15th of the month following service. Past due balances are subject to 1-1/2% per month service charge (minimum charge \$1.00). All past due accounts will be subject to suspension of advertising unless satisfactory arrangements are made with the ARN/SPVNS.
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- In the event the ARN/SPVNS is not able to obtain copy to fulfill this contract, the publisher may insert a suitable ad to comply with the contract.
- All advertising is subject to publisher or general manager approval.
- No special position is guaranteed and insertion order stating an advertisement may only be run in a certain position will not be accepted. Requests for special position will be given every consideration; however, special positions can be guaranteed for an additional charge (see rate card).
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- This contract shall be binding through the period stated above. Upon expiration of the contract the current printed rate card will apply.
- The newspaper agrees to furnish one checking proof of advertisements exceeding ten (10) column inches to advertisers on request. All checking proofs must be returned to the ad department by the proof deadline established by the newspaper sales representative. Proof to the advertiser is for purpose of correcting errors, but not for additions or changes in original copy. Where proof of ad is submitted to the advertiser, the advertiser assumes all responsibility for any errors not marked on the proof.
- The ARN/SPVNS cannot assume financial responsibility for error in advertisements. Its liability is strictly limited to publication of the advertisement in any subsequent issue or the refund of any monies paid for the advertisement.
- We accept no liability for our inadvertent omission of any ad.
- Advertisers are asked to check their ad the first day it appears for any errors. A telephone call between 9 a.m. and 12 Noon on the first day after the ad appears will allow a correction on the second insertion. No claims will be allowed for more than one incorrect insertion.
- The advertiser agrees to indemnify and hold the ARN/SPVNS harmless for any claims arising out of the publication of copy submitted by the advertiser. This includes, but is not limited to, claims for libel, copyright infringement and trademark infringement.
- Through their sales representative, it is the advertiser's responsibility to cancel any advertisements appearing on their behalf. This advertising agreement is subject to all of the conditions and terms on the rate card.
- The ARN/SPVNS will not be bound by any verbal agreements, promises, waivers, understanding or conditions of any nature that are not contained in the rate card.
- The publisher reserves the right to change advertising rates or policy at any time.

DISCLAIMERS

Publisher's Liability for Error: The publisher shall not be liable for slight changes or typographical errors that do not lessen the value of an advertisement. The publisher's liability for other errors or omissions in connection with an advertisement is strictly limited to publication of the advertisement in any subsequent issue or the refund of any monies paid for the advertisement.

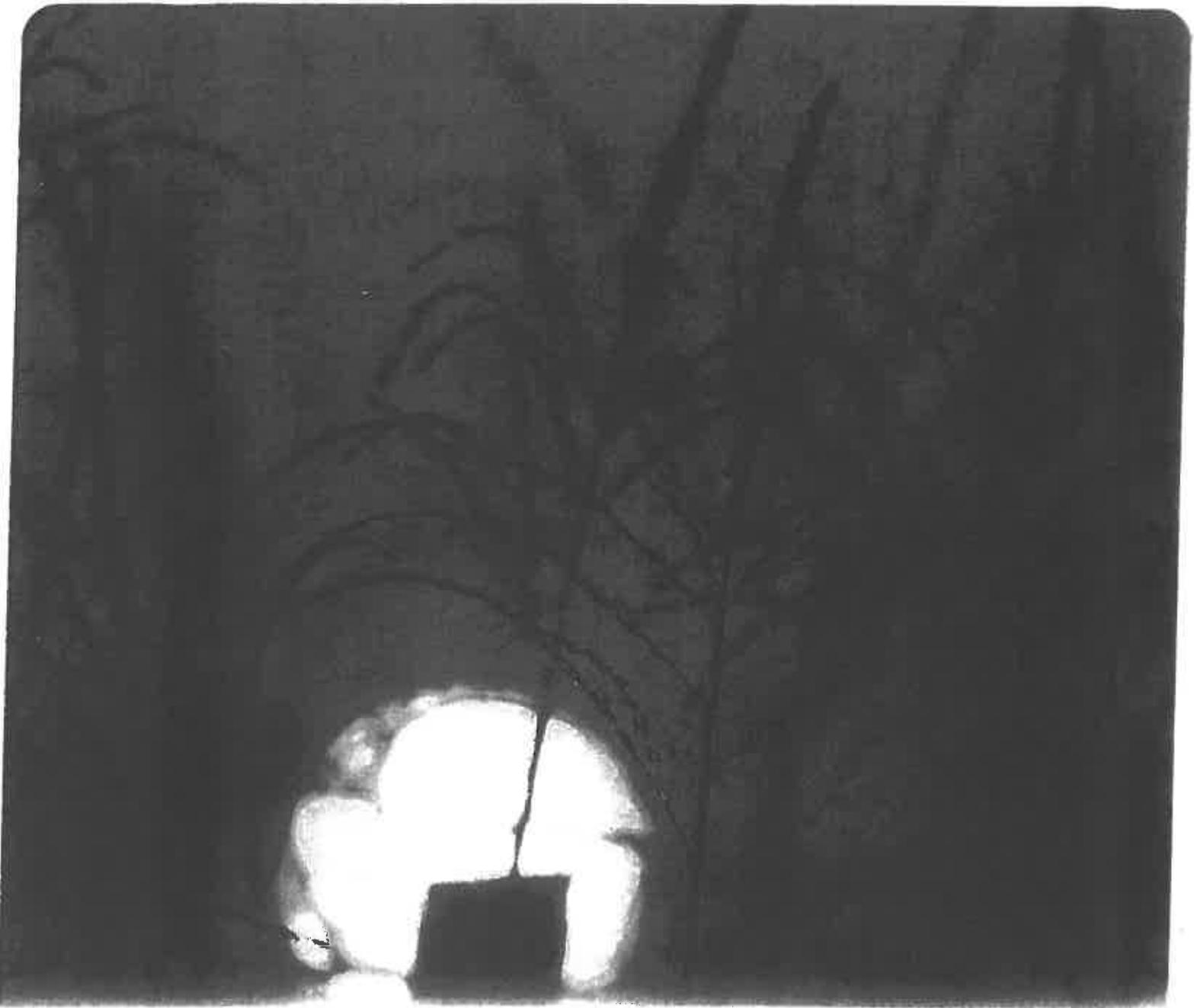
Indemnification: The advertiser and/or advertising agency agrees to defend and indemnify the publisher against any and all liability, loss or expenses arising from claims of libel, unfair competition, unfair trade practices, infringement of trademarks, copyrights, trade names, patents or proprietary rights or violation of rights of privacy resulting from the publication of the advertiser's advertisement.

Advertiser City of Willcox Phone 766-4202
Address 101 S. Railroad Avenue City/Zip Willcox, AZ 85643
Authorization _____ ARN/SPVNS Review Representative Steve Reno
Print Name _____ Accounting Department Approval _____

Computer
Input Date _____

Accounting Department PO Box 1000 Benson, AZ 85602
Phone: (520) 586-3382 Fax: (520) 586-2382

White: Accounting Yellow: Representative Black: Customer



Advertising Rate Card 2011

122 S. Haskell, Willcox, AZ 85643
Phone 520.384.3571
Fax 520.384.3572
Web www.willcoxrangeneews.com



ARIZONA
RANGE NEWS
WILLCOX • SAN SIMON • SUNSITES • BOWIE • COCHISE • DRAGOON



Advertising Rate Card 2011

Arizona Range News

Display Modular Ad Sizes



FULL PAGE
9.88" x 21"

Open Rate/Political: \$1,233.50
52 week: \$729.50
26 week: \$754.70
13 week: \$805.10
6 week: \$950.00
Agency (Gross): \$1,517.00

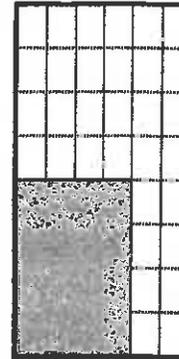
**Card of Thanks/Church
Schools/Obit:** \$855.50



1/2 Page (Horizontal)
9.88" x 10"

Open Rate/Political: \$590.00
52 week: \$350.00
26 week: \$362.00
13 week: \$386.00
6 week: \$455.00
Agency (Gross): \$725.00

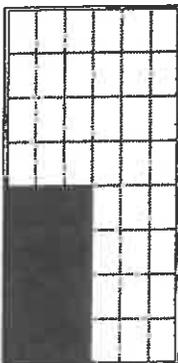
**Card of Thanks/Church
Schools/Obit:** \$410.00



4 col. x 10 inch
6.55" x 10"

Open Rate/Political: \$395.00
52 week: \$235.00
26 week: \$243.00
13 week: \$259.00
6 week: \$305.00
Agency (Gross): \$485.00

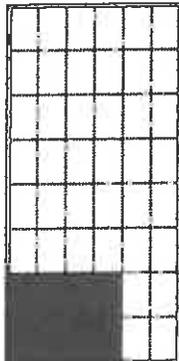
**Card of Thanks/Church
Schools/Obit:** \$275.00



3 col. x 10 inch
4.88" x 10"

Open Rate/Political: \$297.50
52 week: \$177.50
26 week: \$183.50
13 week: \$195.50
6 week: \$230.00
Agency (Gross): \$365.00

**Card of Thanks/Church
Schools/Obit:** \$207.50



4 col. x 5 inch
6.55" x 5"

Open Rate/Political: \$200.00
52 week: \$120.00
26 week: \$124.00
13 week: \$132.00
6 week: \$155.00
Agency (Gross): \$245.00

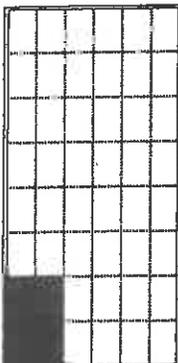
**Card of Thanks/Church
Schools/Obit:** \$140.00



3 col. x 5 inch
4.88" x 5"

Open Rate/Political: \$151.25
52 week: \$91.25
26 week: \$94.25
13 week: \$100.25
6 week: \$117.50
Agency (Gross): \$185.00

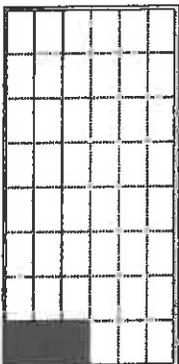
**Card of Thanks/Church
Schools/Obit:** \$106.25



2 col. x 5 inch
3.22" x 5"

Open Rate/Political: \$102.50
52 week: \$62.50
26 week: \$64.50
13 week: \$68.50
6 week: \$80.00
Agency (Gross): \$125.00

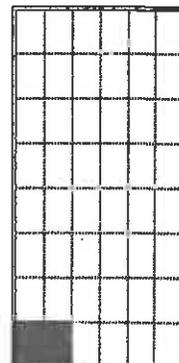
**Card of Thanks/Church
Schools/Obit:** \$72.50



3 col. x 2.5 inch
4.88" x 2.5"

Open Rate/Political: \$78.13
52 week: \$48.13
26 week: \$49.63
13 week: \$52.63
6 week: \$61.25
Agency (Gross): \$95.00

**Card of Thanks/Church
Schools/Obit:** \$55.63



2 col. x 2.5 inch
3.22" x 2.5"

Open Rate/Political: \$53.75
52 week: \$33.75
26 week: \$34.75
13 week: \$36.75
6 week: \$42.50
Agency (Gross): \$65.00

**Card of Thanks/Church
Schools/Obit:** \$38.75

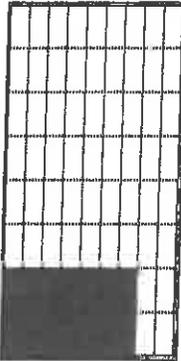
Many more sizes to choose from, contact

Ads run consecutive weeks • Priced per ad • Non-modular ads 35% extra • Based on 6 columns

Advertising Rate Card 2011

Arizona Range News

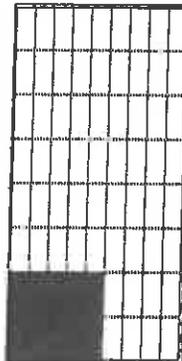
Classified Modular Ad Sizes



7 col. x 5 inch
7.66" x 5"

Open Rate/Political: \$355.00
52 week: \$206.25
26 week: \$213.25
13 week: \$227.25
6 week: \$267.50
Agency (Gross): \$425.00

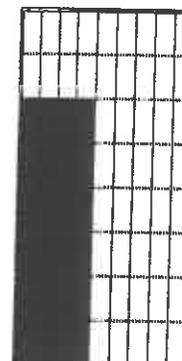
Legal: \$250.00



5 col. x 5 inch
5.44" x 5"

Open Rate/Political: \$255.00
52 week: \$148.75
26 week: \$153.75
13 week: \$163.75
6 week: \$192.50
Agency (Gross): \$305.00

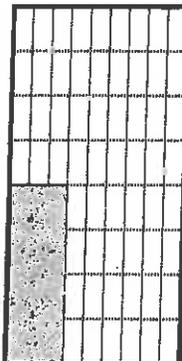
Legal: \$180.00



4 col. x 12.5 inch
4.33" x 12.5"

Open Rate/Political: \$605.00
52 week: \$350.00
26 week: \$362.00
13 week: \$386.00
6 week: \$455.00
Agency (Gross): \$725.00

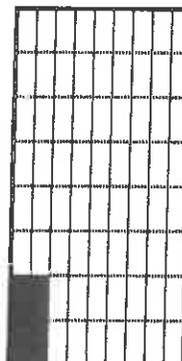
Legal: \$425.00



3 col. x 10 inch
3.22" x 10"

Open Rate/Political: \$305.00
52 week: \$177.50
26 week: \$183.50
13 week: \$195.50
6 week: \$230.00
Agency (Gross): \$365.00

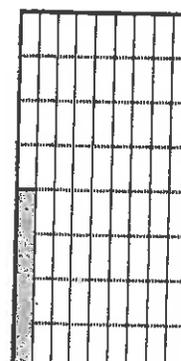
Legal: \$215.00



2 col. x 5 inch
2.11" x 5"

Open Rate/Political: \$105.00
52 week: \$62.50
26 week: \$64.50
13 week: \$68.50
6 week: \$80.00
Agency (Gross): \$125.00

Legal: \$75.00



1 col. x 10 inch
1" x 10"

Open Rate/Political: \$105.00
52 week: \$62.50
26 week: \$64.50
13 week: \$68.50
6 week: \$80.00
Agency (Gross): \$125.00

Legal: \$75.00

Ads run consecutive weeks • Priced per ad

Non-modular ads 35% extra - Based on 9 columns

Online Packages and Rates

Ad Location & Type	Ad Size	Current Advertisers Supported	Current Monthly Amount
<i>Run of Site</i>			
Leaderboard	728 x 90	2	\$150
Weather Sponsor 1	160 x 160	1	\$100
Weather Sponsor 2	160 x 160	1	\$100
Skyscraper 1	160 x 300	2	\$150
Skyscraper 2	160 x 300	2	\$150
Skyscraper 3	160 x 300	2	\$125
In Story Ad	300 x 250	2	\$125
Lower Leaderboard	728 x 390	2	\$75
<i>None Run of Site</i>			
Middle Leaderboard (Front Page Only)	728 x 90	2	\$100
Stock Sponsor (Front Page Only)	160 x 160	2	\$60

- ✓ Online 24/7/365
- ✓ Full Color Advertisement
- ✓ Direct Link to Website or Web Ad
- ✓ Monthly Ad Design Changes
- ✓ Monthly Statistics
- ✓ Weekly Print Presence
- ✓ First Right of Refusal

Willcox Arizona Demographics

(SOURCE: US Census 2000)

	Number	Percent
TOTAL POPULATION:	3,733	100.0
Male	1,827	48.9
Female	1,906	51.5
Median age (years)	39.8	
18 years and over	2,636	70.6
Male	1,267	33.9
Female	1,369	36.7
21 years and over	2,497	66.9
62 years and over	701	18.8
65 years and over	597	16.0
Male	252	6.8
Female	345	9.2
TOTAL HOUSEHOLDS:	1,383	100.0
Family households (families)	947	68.5
With own children under 18 years	474	34.3
Married-couple family	714	51.6
With own children under 18 years	335	24.2
Female householder, no husband present	169	12.2
With own children under 18 years	101	7.3
Non-family households	436	31.5
Householder living alone	380	27.5
Householder 65 years and over	182	13.2
Households with individuals under 18 years	543	39.3
Households with individuals 65 years and over	409	29.6
Average household size	2.65	
Average family size	3.25	

Advertising Rate Card 2011

Arizona Range News

PREPRINT INSERT RATE

(Rates quoted are cost per 1,000)

OPEN RATES:

Single Sheet: (Max 11" x 14")	\$65.00
Tabloid: (36 Pages or Less Max 11" x 14")	\$65.00

CONTRACT RATES:*

Single Sheet:	\$45.00
Tabloid:	\$50.00

*Minimum of 26 weeks per year. Delivery deadline five days prior to insertion.

COLOR RATES: (Non-Commissioned)

Black and one color	\$65.00
Black and two colors	\$105.00
4 color process	\$190.00

ADVERTISING DEADLINES:

Space Reservation	Noon Thursday
Materials (Display Copy)	Noon Thursday
Classified Display	Noon Thursday
Classified Line Ads	5 p.m. Friday

CLASSIFIED LINE ADVERTISEMENTS

Our present rate is **42¢** for each word. We also provide several ways to enhance your ad: Border, **\$3**; E-mail address, Web address, Bold, All Caps and Symbols, **\$1.00 per run**.

Our policy is that all ads be paid for at the office before they appear. The deadline for classified line ads is noon each Friday before the following Wednesday publication. We also offer a **Four-Week Special** with substantial savings. Our classified sales representative will help you with the details.

Any questions call (520) 384-3571

SPECIAL PUBLICATIONS

The Arizona Range News and San Pedro Valley News-Sun share in a quarterly publication called Our Towns and Western Way, which has a circulation of 9,000 each February, April, July and October. The tabloid contains human interest stories, history and a calendar of events and attractions in Cochise County.

In addition we publish the Southeast Arizona Traveler Magazine in October. More than 50,000 are distributed throughout Southern Arizona.

Annually, each paper publishes a Business and Professional Directory which profiles the many businesses and professionals who provide various goods and services to our communities.

Throughout the year there are special-page and holiday promotions. These offer modular-sized advertisements at a reasonable cost.

DIGITAL COMPUTER TALK

Your computer can talk to ours if we have compatible software with same format. Our composition department is Macintosh oriented. All digital ads should be sent to us in one of the following Macintosh formats: Quark, Photoshop, Illustrator, Microsoft Word and Excel or a PDF file. Photos should be sent in a Photoshop file and saved JPEG. Logos should also be sent as a JPEG or TIFF file. With the rapidity in which this part of our industry changes, you might want to give us a call, (520) 384-3571

The Publisher reserves the right to accept or reject any advertisement at any time and assumes no responsibility for errors or omissions of copy. The Publisher will not be responsible if for any reason the newspaper is delayed, not printed or distributed. The newspaper will not be bound by any verbal agreements, promises, waivers, understanding or conditions of any nature that are not contained in the rate card or advertising agreement.

General Policy

TERMS OF PAYMENT: All advertising is cash with order unless credit has been established. All accounts are payable by the 15th of the month following billing. A service charge of 1.5% (18% APR) will be added each month to unpaid invoices 30 days after billing. Accounts 60 days past due are subject to suspension of any further advertising. Open rate will apply to all delinquent accounts. Contract rates will only apply if full payment has been made by the last day of the month following the ad insertion. All uncollected accounts will be forwarded to a collection service when 90 days past due. There is a \$25.00 fee for all returned checks.

CONTRACT COMPLETION: If an advertiser does not fulfill the agreed upon frequency or inch requirement of the Advertising Agreement, the newspaper will invoice the advertiser the difference between the open rate and the contract rate. Please see the terms of the Advertising Agreement.

CANCELLATION: Advertisements ordered and cancelled after deadline will be charged (50%) half the cost of the advertisement.

ADVERTISEMENT POSITION: A special position may be purchased at an additional 35% charge.

PROOFING: (10-inch ad minimum and copy must be submitted one day before deadline.) Proofing to an advertiser is for the purpose of correcting errors and not for additions and changes to the original copy. Where a proof has been submitted to the advertiser, the advertiser assumes all responsibility for any errors not marked on the proof. No claims will be allowed for more than one insertion. The newspaper cannot assume financial responsibility for errors in advertisements. Its liability for any errors shall not exceed the cost of the actual space of the incorrect portion in which the error occurs. The publisher shall not be liable for slight changes or typographical errors that do not lessen the value of an advertisement.

SPECIAL SERVICES: There is a charge for special photography and special complex composition. Your sales representative will provide you with that information.

DISCLAIMERS

Publisher's Liability for Error: The publisher shall not be liable for slight changes or typographical errors that do not lessen the value of an advertisement. The publisher's liability for other errors or omissions in connection with an advertisement is strictly limited to publication of the advertisement in any subsequent issue or the refund of any monies paid for the advertisement.

Indemnification: The advertiser and/or advertising agency agrees to defend and indemnify the publisher against any and all liability, loss or expenses arising from claims of libel, unfair competition, unfair trade practices, infringement of trademarks, copyrights, trade names, patents or proprietary rights or violation of rights of privacy resulting from the publication of the advertiser's advertisement.

COLUMN MEASUREMENTS:

6 COLUMN:

1 Column	1.55"
2 Column	3.22"
3 Column	4.88"
4 Column	6.55"
5 Column	8.22"
6 Column	9.88"

9 COLUMN:

1 Column	1.00"
2 Column	2.11"
3 Column	3.22"
4 Column	4.33"
5 Column	5.44"
6 Column	6.55"
7 Column	7.66"
8 Column	8.77"
9 Column	9.88"



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 **16th** day of **JULY 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 10th day of JULY 2012, at 4:00 P.M.

CITY OF WILLCOX, ARIZONA

/s/ Virginia A. Mefford
City Clerk Virginia A. Mefford

"Mine, Yours, Ours"

